

**Request for Proposals
Mass Transit Operational Services
Fargo, North Dakota & Moorhead, Minnesota**

**2nd Response to Requests for Clarification
September 16, 2020**

First Transit:

1. Following bidder presentations, please confirm that MATBUS will allow contractors to install auxiliary technology equipment on MATBUS vehicles?
Response: The Cities would consider additional technology equipment proposed by the Contractor and will determine if/how it will be installed.

2. With the new penalties for OTP for fixed route services, we estimate a minimum of \$100,000 in additional penalties annually based on current route times and stop to stop running times. Would MATBUS consider revising OTP time point penalties specifically to trip pull out or cases of driver error as in-route OTP is greatly affected by non-contractor personnel (dispatchers)?
Response: This will be addressed in Addendum #4.

3. Within our tenure at MATBUS, First Transit paid out \$1.85 million from a 2015 claim as the contractor was responsible for any excess claims above the City's maximum insurance coverage of \$1.5 million. Does the upcoming contract have the same insurance requirements for bidders as the previous contracts?
Response: Yes. The 2015 claim First Transit paid out was due to the driver's actions and indemnifications within the contract, thus the need for Contractor insurance as outlined:

Current contracts include indemnifications, which will be included in the upcoming contracts as well: City shall defend, indemnify and save harmless the Contractor, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgements, or liability, up to a maximum amount, including attorney fees and other costs of defense, of \$1.5 Million per claim, arising out of Contractor's occupation of the Ground Transportation Center (GTC) and/or the Metro Transit Garage (MTG) owned by City, up to a maximum amount, including attorney fees and other costs of defense, of \$1.5 Million per claim. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or

judgements resulting from the gross negligence or willful misconduct of Contractor and from acts or failures to act of Contractor relating to things other than the Contractor's operating of motor vehicles owned by the Cities.

4. The LDs associated with preventable collisions have doubled within the RFP as compared to the new contract. Based on this, and in response to the factors that weigh into the scale for assessed penalty – should it be assumed that penalties for individual incidents will double for incidents of the same scope within the new contract? For example, within the past 12 months there have been \$45,000 in collision penalties, assuming the same performance within the new contract can it be assumed penalties would amount to \$90,000?

Response: A projected dollar amount is difficult to predict. All mitigating circumstances will be considered as stated in the 09/08/20 response, i.e. contributing factors such as weather, amount of damage to vehicle, etc. Contractor participates on the Collision/Injury Review Committee and the Safety Committee with input and voting rights regarding the penalties generated and retraining opportunities.

5. Please clarify the penalties listed within v and vi of section E are separate penalties (i.e. - penalty for accident AND additional penalty if repeat offender) or is this stating that the rate of single penalty would be increased based on operator repeat offense?

Response: The penalty is a single penalty per accident that could be increased based on operator repeat offense.

6. Provided OTP reports within Exhibit I show only overall annual OTP, with the understanding that OTP penalties will be assessed on a minimum of a per route monthly basis, can MATBUS provide a more detailed OTP report? In order to accurately understand the cost of potential LDs within the new contract can MATBUS provide by route / by day.

Response: The report provided in the 09/08/20 response is the report that will be used to assess the penalties except it will be broken down by month vs annually – see Addendum #4.

7. Given that MATBUS will be scheduling and dispatching paratransit trips and therefore in control of the service performance, please provide instances in which contractor will be charged for OTP penalties.

Response: The City has scheduled and dispatched paratransit trips since 1998, therefore, we do not anticipate any differences than we currently experience.

However, an example would potentially be when a driver willfully ignores a schedule and performs trips outside the scope of logic, or the driver fails to report to work as scheduled.

8. Please provide detailed historical OTP for the paratransit service.

Response: Historical OTP for paratransit service was provided in the RFP and the 09/08/20 response. The same information broken down monthly, is attached in Addendum #4.

9. Invoices within Exhibit A show only LDs assessed for a few performance standards. In order for all bidders to understand the difference between historically assessed LDs and those within the new contract, please provide the performance standards and associated penalties currently in place as compared to those within the RFP.

Response:

Title / Type of LD	Current Contract	New Contract	Change	Notes
Qualified Drivers / Sufficient Personnel	\$0	\$0	\$0	Current, if the contracted employee is not qualified for the work completed, the City will not pay for those services. New: If the contractor does not fill a position the Client is paying for in management fees, the Contractor will need to reimburse the Client for hours not worked by that position or if that position is being used to fill another vacancy which is less than what the position is required to do (Ex. Manager driving a bus due to driver shortage).
Schedule Adherence and Missed Trips	\$250	\$250	\$0	No change.
On-Time Performance / Route	\$0	\$250	\$250	This is a new LD, as our current contractor is not ensuring their employees are operating the RouteMatch software correctly, which negatively effects our live bus tracking, customer kiosk displays and much more. The largest issue of on-time performance is operators leaving a time point early, or the software not being used properly, causing late times to be recorded for OTP. Contractors who utilize the software correctly, will have very limited OTP fines as the Client will not charge for OTP issues beyond the Contractors control. (i.e. Weather, Construction, Detours - It just needs to be managed).
Traffic Violations	\$500	\$500	\$0	No change.
Vehicle Collisions / Passenger Injury	\$500 - \$5,000	\$500 - \$10,000	\$5,000	Range based on amount of damage and history of contracted employee.
Marketing	\$25	\$0	-\$25	Not in new RFP/Contract
Use of City-Owned Equipment	\$500	\$500	\$0	No change.
Use of Public Address System for ADA Announcements	\$100	\$500	\$400	Increased due to continued contracted employees not following policy.
Uniforms	\$25	\$100	\$75	Increased due to current contractor not enforcing policy.
Documentation	\$100	\$1,000	\$900	Increased due to current contractor not providing requested documentation in timely manner.

10. Please confirm if contractor is required to provide employee + 1 or employee family plans within their offered healthcare, as many employees currently utilize this.

In the interest of accurate medical costs we would also like to provide the benefits participation rate of current operators:

Single: 14 participants

Single + 1: 4 participants

Family: 7 participants

~\$70K in annual costs for medical stipend

Response: Contractor is required to provide access to employee +1, employee family and single healthcare plan options.

11. Please confirm that in addition to the wages included within Appendix 15, contractors must also pay longevity bonus as detailed within the CBA for operators moving laterally across the payscale between years 5-10, 10-15, 15-20, 20-25 and 25+? The CBA is between the contractor and the Union, however, the Cities require minimums outlined in the original RFP.

In order for all proposers to bid correct wages according to the CBA, we wish to clarify how the longevity bonus is paid within the CBA by providing all bidders a current seniority list with current wages and wages for year 2:

Seniority	Headcount	Year 1 Wage	Year 2 Wage
Starting	16	18.60	19.30
6 months	9	18.60	19.30
1 year	8	18.96	19.66
2 years	6	19.33	20.03
3 years	5	19.70	20.40
4 years	2	20.21	20.91
5 years	2	20.80	21.50
6 years	1	20.87	21.57
7 years	2	20.87	21.57
8 years	2	20.87	21.57
9 years	1	20.87	21.57
10 years	3	21.20	21.90
11 years	3	21.32	22.02
12 years	1	21.32	22.02
13 years	5	21.32	22.02

14 years	0	21.32	22.02
15 years	2	21.61	22.31
16 years	0	21.78	22.48
17 years	3	21.78	22.48
18 years	0	21.78	22.48
19 years	0	21.78	22.48
20 years	5	22.84	23.54

Response: The seniority listing provided in the original RFP was obtained from the current contractor (First Transit) and was for that moment in time, all bidders should craft their proposals based on the information originally provided by the Cities with the understanding circumstances do change over time and the proposals should take into account potential changes.

12. Noted that within Addendum 3 there is no update to the projected service hours. Hours provided for Route 3 state an estimated 693 weekday hours for February of 2022, and 0 weekend hours. With 20 total weekdays in February 2022, this would equate to more than 24 hours of service per day for this route. Please advise if bidders should assume the stated hours within their bid, or if this should be corrected?

Response: The hours for Route 3 did have an error, corrected projected service hours for Route 3 are included in Addendum #4 issued 9/16/2020.

13. Is the MATBUS live bus tracking data provided by RouteMatch publicly available? Is so, what format is the data available in – GTFS-RT, RSS, XML, etc.

Response: Yes, there is an API we can provide to anyone interested in the JOSN data stream.

14. What format are MATBUS realtime notification/alert messaging provided in?

Response: RouteMatch

15. With current available technology, there is the ability to provide regional route data for trip planning purposes. Does MATBUS want all regional route data available to customers? Does MATBUS also want regional realtime bus

availability and notifications/alerts available to customers? If so, can MATBUS confirm regional data is publicly available and the format(s)?

Response: The Cities do not have control over regional real-time bus availability and their notifications/alerts – any such information would need to be obtained from those providers.