

Request for Clarifications
City of Olean
Request for Proposals
Olean Area Transit System (OATS)
Bus Service Proposal

The following questions were transmitted by three respondents as indicated below to the City of Olean pursuant to the Request for Clarifications provision of the titled Request for Proposal document. These "request(s) for clarifications" were received by the City of Olean until January 15, 2020, the deadline for receipt of such requests detailed in the titled Request for Proposal document. No other "request for clarifications" were received. The following response to request(s) for clarifications will be posted on the City of Olean website, www.cityofolean.org.

First Transit, Inc. submitted the following nine (9) requests for clarifications with the RFP schedule:

1. First Transit, Inc. requested the following clarification concerning whether or not performance or payment bonds are required under this procurement:

Is a performance bond required with this procurement?

Answer: Consistent with the OATS Request for Proposal documents, Part A, "Federally required Clauses," Bonding Requirements, Respondents are not required to submit a bid bond with this procurement. Performance bond and payment bonds are not required pursuant to Part A-Federally Required Clauses, Bonding Requirements of the Request for Proposal.

2. First Transit, Inc. requested the following clarification concerning whether there is a DBE goal associated with this procurement? Is a Good Faith Effort sufficient?:

Is there a DBE goal for the third-party contract to operate OATS services?

Answer: There is no DBE goal required for the RFP for the third-party contract to operate OATS. A Good Faith effort is sufficient.

3. First Transit requested the following clarification concerning the number of copies that must be provided in response to the RFP:

How many copies of responses to the RFP must be provided?

Answer: One original copy of all responses to the RFP, including Materials to be submitted with Bid, including the required certifications and signature pages, is required. However, The City of Olean requests respondents to provide five copies of their complete responses to the RFP, if feasible. The additional copies do not need to include original signatures.

4. First Transit requested the following clarification(s) concerning "non-required information:"

Does non-required supplemental information, such as resumes, transition schedules, tabs, brochures, Drug and Alcohol Program, insurance certificated and etc. count within the 20-page limit?

Answer(s): with respect to cited "non-required information," please consider each the response associated with each item:

Resumes.

Answer: As "Qualifications of staff proposed, including experience and record of accomplishments of Project manager and other personnel proposed to service Agreement" are a factor to be considered in the evaluation of the proposal submitted, the respondent is left to determine the means by which its

response, i.e., the materials submitted as part of the proposal, will be considered in the firm's response to this evaluation factor. Resumes are a reasonable means to evaluate the capabilities of staff that will be working on the contract, if awarded. Thus, a resume may count toward the 20-page limit for documents submitted in response to proposal evaluation consideration.

Transition Schedules.

Answer: As the "CONTRACTOR's plans to effect a smooth transition from current operations" is a proposal evaluation factor, if "Transition Schedules" are a component of the contractor's plan to effect a smooth transition from current operations, then the Transition Schedules will count toward the 20-page limit for documents submitted in response to proposal evaluation consideration.

Tabs and Brochures

Answer: "Tabs and Brochures" will be considered together. If the Tabs and Brochures contribute to the evaluation of the firm's capabilities to meet the proposal evaluation factors then, said Tabs and Brochures will count toward the 20-page limit for documents submitted in response to proposal evaluation consideration. "Extra" information will not be considered.

Drug and Alcohol Program:

Answer: All respondent must be aware of FTA Drug and Alcohol program requirements and the application of said requirements to the contract scope of work. Additionally, contractor employees are subject to the FTA Drug and Alcohol program requirements. Information relative to the firm's compliance with FTA Drug and Alcohol program requirements shall not be counted toward the 20-page limit for documents submitted in response to proposal evaluation consideration.

Insurance Certificates:

Answer: The respondents are required to place insurance coverage as detailed in Certificate of Insurance (Seen Appendix A, Section IX) and are to be submitted by the Successful Proposer within ten (10) business days following the date of notification of award. The required insurance certificates shall not count toward the 20-page limit for documents submitted in response to proposal evaluation consideration.

5. First Transit requested the following clarification concerning the cost proposal to be included in the response to the RFP:

Please confirm that Cost Proposals can be included inside of the technical proposals.

Answer: the "Bid Pricing Form" shall be completed as a component of the respondent's response to "Appendix E-Requested Services and Bid Information." The Bid Pricing Form, as completed by the respondent, will be considered as a factor to be considered in the evaluation of the proposal. Therefore, the Bid Pricing Form will count toward the 20-page limit of information to be submitted to illustrate the respondent's capabilities and responsiveness to the listed proposal evaluation factors.

6. First Transit requested the following clarification concerning the cover letter to the response to the RFP:

Will the Cover Letter be counted towards the page limit?

Answer: The Cover Letter will not be counted toward the 20-page limit of information to be submitted to illustrate the respondent's capabilities and responsiveness to the listed proposal evaluation factors.

7. First Transit requested the following clarification concerning the location of the contractor's facility:

Please confirm that the contractor's facility is not required to be within Cattaraugus County.

Answer: the contractor's facility is not required to be within Cattaraugus County.

8. First Transit requested the following clarification concerning the definition of Vehicle Revenue Hours:

Please define "Vehicle Revenue Hour" as it pertains to this contract.

Answer: Vehicle Revenue Hours shall be defined as the measure of scheduled hours of service available to passengers for transport on the routes.

9. First Transit requested the following clarification:

Given historical volatility of fuel costs, will the Agency include a fuel escalator clause in the contract? The fuel escalator would protect both the City of Olean and the contractor.

Answer: after consultation with NYSDOT staff, the use of an escalator clause for fuel will not be included in the contract documents. Any changes in fuel costs are incorporated among the factors that result in the published CPI-U percentage cost increase which will be used to set the hourly rate increase if an option to renew the contract is exercised.

Coach USA requested the following clarification at the pre-proposal conference on February 8, 2020:

1. Is a spare bus required to be available on occasions that a second late night bus is requested to provide St. Bonaventure Late-Night service?

Answer: No spare bus is required to be available on the occasions that a second late night bus is requested to provide St. Bonaventure Late-Night service. However, in response to this RFP, respondents are requested to provide a detailed list of contractor-owned buses that will be available to provide scheduled transit service. The evaluation of the list of contractor-owned vehicles will include consideration of the number of buses that are identified as available if spare vehicles are needed to provide regularly scheduled transit services.

Coach USA submitted the following eleven (11) requests for clarifications after the pre-proposal conference in accordance with the RFP schedule:

1. Coach USA respectfully requests that the authority (City of Olean) extend the proposal due date by two weeks to allow sufficient time to contractors to review the answers to submitted questions.

Answer: The City of Olean published a Public Notice indicating the availability of the Request for Proposal on December 10, 2019. On December 10th, the Request for Proposal was transmitted by email to known public transportation providers. On December 20, 2019, the City issued Addendum No. 1 to the Request for Proposal. Addendum No. 1 was emailed to all known public transportation providers on December 20, 2019. Given the date of the issuance of the RFP, December 10, 2019, the City of Olean requests that the scheduled proposal due date, February 5, 2020 shall be maintained.

2. The RFP states that the contract is for a one-year base with three option years. In order to provide the City with a more favorable pricing, we request that the City consider changing the base contract to a 3 or 5 year base. This will allow proposers to amortize the cost of the vehicles for a longer period, thus lowering the hourly rate.

Answer: The City of Olean will maintain its request for proposals to award a one year contract with up to three one year annual renewal options. The scope and amount of the City of Olean Area Transit System (OATS) annual budget is contingent on the availability of annual grant funding and annual commitments

from OATS partners. The City of Olean cannot award a contract until the annual grant funding is committed and the annual needed partner commitments are, at least, presented to partners for consideration. As a result, we will not award a contract for more than one year.

3. Are the current employees/operators represented by a collective bargaining unit? If so, please provide name and contact information. In addition, please provide the current Collective Bargaining Agreement (CBA).

Answer: The City of Olean does not require its third-party contractor to provide this information. This is a third-party contract operator responsibility. From the 2017-18 NYSDOT 5311 application exhibits, specifically the "section 5333" application exhibit, The City is aware that First Transit employees are covered by the Teamsters Union.

4. Please provide an operator seniority list including current wages.

Answer: The City of Olean does not require its third-party contractor to provide this information. This is a third-party contract operator responsibility.

5. Please describe plans, if any, for any changes to the volume of hours in the next 12 months.

Answer: No changes to service are planned for the next 12 months. The estimated hours and miles of service presented in the RFP is the level of service that is expected.

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6. Has service experienced problems due to driver shortages? If so, please explain.

Answer: The City of Olean has no knowledge of driver shortages. The provision of drivers is the current third-party contractor's responsibility. The third-party contractor has met scheduled service responsibility to the satisfaction of the City of Olean and there have been no instances where scheduled OATS service could not be provided because of driver shortages.

7. For the purposes of insurance and wage costing, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services.

Answer: Annually, the miles and hours and hours of service are determined by the number of days of service that are operated by the third-party contract operator on each route in each fiscal year. In the subject RFP, Appendix E - Requested Services and Bid Information, details an estimate of the required hours of service and estimate of vehicle miles to provide service on the bus routes in the 2020-2021 fiscal year. Past deadhead miles is relevant only to the existing third-party contract operator. Deadhead miles incurred by a subsequent contractor will be determined by the location of the subsequent contractor's storage facility. The following table, which can be found in Exhibit E of the RFP presents the estimated number of vehicle miles and hours of service to be provided under this procurement contract in OATS fiscal year 2020-2021.

BASIS OF ESTIMATED MILES AND HOURS

<u>Revenue Miles</u>	Olean City Service	Downtown Circulator Daytime	Downtown Circulator Evening	Olean-Seneca/Allegany-Salamanca		Olean-SBU-Allegany Shuttle		SBU - Allegany Late Night Thu-F-Sat	Total Miles/Year
No Trips	7	5	2	4		10		15	
Miles/ Round Trip	17.79	<u>18</u>	<u>12</u>	<u>56.6</u>	-	<u>7.0</u>	-	<u>4</u>	
Miles/Day	124.5	90	24	226.4		70.2		60	
Days/Year	<u>307</u>	<u>307</u>	<u>307</u>	<u>307</u>	-	<u>101</u>	-	<u>92</u>	
Total Miles/Year	38,244	27,630	7,354	69,504		7,092		4,348	154,172

<u>Revenue Hours</u>	Olean City Service	Downtown Circulator Daytime	Downtown Circulator Evening	Olean-Seneca/Allegany-Salamanca Weekdays (M-F)	Olean-Seneca/Allegany-Salamanca Saturdays	Olean-SBU-Allegany Shuttle M-W-Sat	Olean-SBU-Allegany Shuttle Thu-F	SBU - Allegany Late Night Thu-F-Sat	Total Hours/Year
Hours/Day	10.00	7.5	2.5	12	9.75	5	5	4	
Days/Year	<u>307</u>	<u>307</u>	<u>307</u>	<u>255</u>	<u>52</u>	<u>101</u>	<u>46</u>	<u>92</u>	
Hours/Year	3,070	2,303	768	3,060	507	505	230	368	10,810

8. Please provide additional details on the specifications of the vehicle (Low Floor).

Answer: The City of Olean does not own any low-floor vehicles. The City of Olean orders vehicles of the desired seating capacity with wheelchair accommodations from the NYS OGS third-party contract. Other than make and model number, the City has no specifications for the vehicles. Below, please find an updated vehicle inventory illustrating the status of the City of Olean owned bus fleet. Please know, the City of Olean has ordered one Champion/Defender Freightliner S2C under NYS OGS Contract No. PC

67795 for the Olean Area Transit System from Matthews Bus Alliance, Inc. This vehicle will replace bus no. 56997. The new vehicle is expected to be delivered in February 2020.

<u>Agency Vehicle Number</u>	<u>Year of Mfg.</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Current Odometer</u>	<u>Vehicle Type</u>	<u>Vehicle Length (in feet)</u>	<u>Seating Capacity</u>	<u>Wheelchair position</u>	<u>Bike Rack</u>	<u>Fuel Type</u>	<u>Condition</u>
56997	2014	International	Eldorado National Aero 320	5WEASSKM8EH756997	214,524	BU	32	28	3	yes	diesel	4-Needs Replacement
92855	2015	Glaval Ford F550	Entourage	1FDGF5GTXFEC92855	169,697	BU	29	28	3	yes	diesel	2-Good
92856	2015	Glaval Ford F550	Entourage	1FDGF5GT1FEC92856	179,241	BU	29	28	3	yes	diesel	2-Good
34170	2016	Glaval Ford F550	Entourage	1FDGF5GT9GEB34170	90,674	BU	29	28	3	yes	diesel	2-Good
W3735	2018	Matthews	Champion	4UZADRFC1JCJW3735	20,169	BU	29	28	3	yes	diesel	1-Excellent

9. Please provide the amount of penalties assessed against the current service provider within the last 12 months. Please list by category if available.

Answer: No penalties have been assessed against the current service provider.

10. Please provide 12 months of invoices (current contract).

Answer: Monthly invoices illustrate the past billable hours for City-owned and the current contractor's-owned vehicles to provide scheduled OATS services.

For the upcoming 2020-2021 contract year, the Bid Pricing Form February 2020 in Appendix E of the RFP document illustrates the scheduled hours of service for all OATS bus routes, for which cost proposals are sought, and requests prices for specific number of hours to operate each route using City-owned and contractor owned vehicles. Additionally, the RFP document states that the respondent may be required to provide buses in the event that City-owned buses are out of service for regularly scheduled maintenance or warranty related services. Furthermore, the RFP states in the 2018-19 OATS fiscal year, City-owned buses were not available for service due to regularly scheduled maintenance and warranty related service for approximately 800 hours. This information is adequate to enable respondents to project the hours of service which will be provided with City-owned vehicles, contractor – owned vehicles and provides an order of magnitude of hours when it may be necessary for the contractor to use contractor-owned vehicles instead of City-owned vehicles to provide scheduled OATS transit services.

11. Please provide current hourly rates for service.

Answer: For the 2019-20 OATS fiscal year ending May 31, 2020, the contractual hourly rates to provide service are:

- a. City-owned vehicle: \$59.00 per hour
- b. Contractor-owned vehicle: \$70.16 per hour

The following six (6) requests for clarifications were received from Red Carpet Coach Limited in response to the RFP schedule:

1. Red Carpet Coach Limited inquired as to what are the mileages, makes, models, and years of the Olean-owned buses?

Answer: Please see the updated Vehicle Inventory for the OATS Fleet. Please know, the City of Olean has ordered a one Champion/Defender Freightliner S2C under NYS OGS Contract No. PC 67795 for the Olean Area Transit System from Matthews Bus Alliance, Inc. This vehicle will replace bus no. 56997. The new vehicle is expected to be delivered in February 2020.

<u>Agency Vehicle Number</u>	<u>Year of Mfg.</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Current Odometer</u>	<u>Condition</u>
56997	2014	International	Eldorado National Aero 320	5WEASSKM8EH756997	214,524	4-Needs Replacement
92855	2015	Glaval Ford F550	Entourage	1FDGF5GTXFEC92855	169,697	2-Good
92856	2015	Glaval Ford F550	Entourage	1FDGF5GT1FEC92856	179,241	2-Good
34170	2016	Glaval Ford F550	Entourage	1FDGF5GT9GEB34170	90,674	2-Good
W3735	2018	Matthews	Champion	4UZADRFC1JCJW3735	20,169	1-Excellent

2. Red Carpet Coach inquired as to "any warranties, by which, the Olean-owned buses are still covered?"

Answer: As the third-party contractor is responsible for fueling, maintenance, cleaning, inspections, storage, licensing, and repairs and all costs associated with same in the event that the third-party contract operator uses City-owned buses, the City of Olean does not maintain warranty information on its City-owned vehicles. Maintenance of this information is the responsibility of the third-party contract operator. In response to this request for clarification from Red Carper Coach Ltd., the City of Olean inquired relative to this information to the current third-party contract operator and was advised that

there are no longer any warranty coverage on the existing fleet of City-owned vehicles. All warranty coverage has expired as a result of the mileage that is reported on each vehicle odometer.

3. Red Carpet Coach inquired "who" is responsible for repairs in the event of a major electrical or mechanical failure?

Answer: Pursuant to Appendix A, I. Scope, Paragraph N., " If the contractor uses City-owned vehicles, the contractor shall be responsible for fueling, maintenance, cleaning, inspections, storage, licensing and repairs and all costs associated with same."

4. Red Carpet Coach inquired as to whether or not the City-owned buses can be inspected at "our" facility.

Answer: If the Red Coach Carpet inquiry as to whether or not City-owned buses can be inspected at "our facility," i.e., a Red Coach Carpet facility, means a request to remove the City-owned buses from the current storage and maintenance facility to another location for the purpose of inspection, such removal and relocation will not be considered as removal of the City-owned buses from the current third-party contractor location may compromise the availability of the buses for regularly scheduled service. Red Coach Carpet or any other potential respondent to this RFP will have to contact the current third-party contract operator, First Transit, Inc. and request to inspect the City-owned vehicles at the current First Transit facility at times when the City-owned vehicles are not scheduled for OATS service. The availability of City-owned buses for inspection by a potential respondent to the RFP will be allowed subject to the vehicle requirements of the current OATS service schedule. The City will not allow the inspection of City-owned vehicles if it will compromise the availability of said City-owned vehicle for scheduled service.

5. In its request for clarifications, Red Carpet Coach indicated that the "RFP states that Olean-owned buses are kept in Lot K." Further, Red Carpet Coach inquired as to: "when not in use, would aforementioned buses still be able to be kept in said lot after the award of the contract?"

Answer: "Lot K" is a bus size classification, not a location. There is no provision in the RFP that states that buses must be kept in Lot K.

6. Red Carpet Coach inquired, "If FOIL able for Olean-owned buses, what is the current hourly rate that Olean is paying under the current contract? What is the hourly rate for vendor-owned buses? And, what is the total annual dollar value of the current contract?"

Answer: The current hourly rate charged by the third-party contractor to operate City-owned buses is \$59.00 per hour.

The current hourly rate charged by the third-party contractor to operate vendor-owned, i.e., contractor-owned, buses is \$70.16 per hour

Total value of the existing contract depends on the hours of service provided at each rate. The budgeted hours for the 2019-20 fiscal year was 10,807.5 hours, of which, 10,209.50 hours were estimated and budgeted as City-owned vehicles at \$59.00 per hour for a cost of \$602,360.50. And, 598 hours were estimated and budgeted for contractor-owned vehicles at an hourly rate of \$70.16, the cost of these hours using contractor-owned vehicles is \$41,955.68.