



To: Prospective Proposers

From: Elisa Rizzo, Procurement and Compliance Administrator

Subject: Addendum No. 1

Date: December 18, 2009

This constitutes Addendum No. 1 to the Request for Proposal for the RTC ACCESS ADA Paratransit Services issued by the Regional Transportation Commission of Washoe County (RTC) on November 23, 2009 (RFP). This addendum becomes part of the original RFP package and shall become part of the contract with the successful Proposer.

This addendum includes the following change to the RFP:

- (1) Section 1.7 RTC ACCESS Vehicle Fleet, page 6, paragraph 4: delete reference to 47 revenue vehicles. Proposers should assume that the fleet will consist of 45 revenue vehicles throughout the term of the contract.
- (2) Section 3.11 Performance Bond, delete sentence 3: "In such event the Proposer shall forfeit the proposal bond and the RTC may then award the contract to the next lowest and responsible Proposer, the performance bond shall be returned to the successful Proposer upon completion of all services and deliverables."
- (3) Exhibit A – Scope of Services, Section 4.0 Facility, Sentence 3: delete reference that the "Contractor should only budget for phone costs associated with providing RTC ACCESS service". RTC pays all phone costs. Contractor should budget for expenses associated with their company's business.
- (4) Exhibit C – Performance Standards and Incentives: Delete the "RTC ACCESS Operating Performance Standards" table on page 1 and replace it with "EXHIBIT C TABLE REVISED" provided as an attachment.

This addendum provides clarifications and answers. All other information remains unchanged.

Proposers are required to sign and return this page acknowledging receipt of Addendum No. 5 along with their proposals, prior to 2:00 (PST) on January 14, 2010. Questions regarding the RFP or Addendum No. 1 should be directed to Elisa Rizzo, at (775) 335-1831, fax (775) 348-3229 or email to [erizzo@rtcwashoe.com](mailto:erizzo@rtcwashoe.com).

---

Company Name

---

Authorized Signature

---

Name Printed

---

Title

---

Date

Respectfully,

Elisa Rizzo, Procurement and Compliance Administrator



**RTC ACCESS ADA PARATRANSIT SERVICES  
REQUEST FOR PROPOSAL  
# RTC9-05F  
Pre-Proposal Conference  
Friday, December 4, 2009**

A non-mandatory pre-proposal conference for the RTC ACCESS ADA Paratransit Services Request for Proposal was held on Friday, December 4, 2009, at 9:00 am in the RTC Conference Room, 600 Sutro Street, Reno, Nevada 89512.

Introductions

Attendees telephonically:

Bodie Lyon, Vice President, Coach America  
John Myers, Attorney, Coach America  
Robert Babbitt, President, McDonald Transit Associates

Attendees in person:

Scott Orlanski, Director, CareRide  
David Silva, Director of Operations, CareRide  
David Braun, Director of Business Development, First Transit  
Mike Steele, RIDE General Manager, First Transit  
Joe Escobedo, Director of Business Development, MV Transportation  
Denis Jackson, Regional Vice President, MV Transportation  
Jeff Matland, ACCESS General Manager, MV Transportation  
Ron Brooks, Business Development Manager, Veolia Transportation  
Jim Wolf, Regional Vice President, Veolia Transportation  
Dwayne Killgore, Organizer, Operating Engineers Local No. 3 AFL-CIO

Lea Rogers, RTC Paratransit Administrator  
Elisa Rizzo, RTC Procurement and Compliance Administrator  
Tom Taelour, RTC Chief Financial Officer  
David Jickling, RTC Public Transportation Director  
Ed Park, RTC Transit Planner  
Linda Eller, RTC Administrative Assistant

Meeting agenda is attached as Exhibit A; list of participants is attached as Exhibit B.

**Although information will be provided during this pre-proposal conference, the official responses to all inquiries will be provided in the Response document issued on December 18, 2009.**

**The deadline for proposers to submit requests for clarifications, questions and changes is December 11, 2009.**

The Regional Transportation Commission of Washoe County (RTC) is seeking proposals from qualified contractors to provide operations and vehicle maintenance services for the RTC ACCESS Americans with Disabilities Act (ADA) paratransit system in Washoe County, Nevada.

David Jickling provided background information on the RTC and remarked on the current economic condition of public transportation in Washoe County. RTC's paratransit service is funded by Washoe county sales tax revenue which is down 17% from one year ago and which was down about the same amount the previous year. The considerable drop in revenues has resulted in scaling back the public transportation program. Originally, RTC provided both ADA and non-ADA service to the community. We are scaling back the non-ADA component of RTC ACCESS. The fixed route transit system has been reduced approximately 22% in the past 18 months; the paratransit program has been reduced 11% in hours operated. Paratransit fares have been raised twice in the past nine months in an attempt to limit demand, however current data suggests demand is as high as ever. With the reduction of service hours, fewer non-ADA trips are provided. It is possible that non-ADA service may be eliminated.

Elisa Rizzo reviewed the solicitation process and requirements.

Exhibit forms must be completed and contain original signatures.

The deadline for submission of Proposals is 2:00 pm PST on Thursday, January 14, 2010, to Elisa Rizzo, RTC Procurement and Compliance Administrator, 1105 Terminal Way, Suite 300, Reno, Nevada 89502. **No late or incomplete proposals will be accepted.** Proposals shall remain confidential throughout the entire process.

The proposal review period will be from January 15 to February 12, 2010; with interviews to be held on February 26, 2010. The RTC will recommend contract award on March 23, 2010; the protest deadline is April 1, 2010. The official award is scheduled for the April 16, 2010 RTC Board meeting; contract service implementation shall begin July 1, 2010.

Lea Rogers reviewed Exhibit A - Scope of Service of the RFP.

Ms. Rogers reiterated that approximately 90% of the operating costs of the service is funded by Washoe County sales tax revenue; the remainder is paid by fare revenue. There is also a small nonprofit organization named CitiCare that funds transportation for seniors and people with disabilities, and pays RTC a flat rate that covers the operating cost. CitiCare-funded rides average approximately 9,000 trips (non-ADA service area) per year out of 238,000 total RTC ACCESS trips.

It is strongly encouraged that any bonuses paid by the RTC to the contractor be shared with employees who work for the contractor at the ACCESS facility.

Correction in RFP document: On page 6, the shop truck is a 2003 (not 2009) Chevrolet 3500 1-ton diesel-powered truck with utility bed, winch and snow plow.

A tour of the RTC ACCESS facility was offered immediately following the meeting. The pre-proposal conference ended at 9:28 am (PST).

The following questions/requests were submitted during the pre-proposal conference:

**Q1:** Regarding the 15-minute window, can we assume that for each trip there is either a pick up or a drop off time, not both? When a trip is booked, the passenger gives you either their desired pick up or desired drop off appointment time?

A: For every trip, ACCESS asks when the client needs to be there. If the client gives a drop off time, that is used for scheduling; when no drop off time is provided, the scheduling is based on pickup time.

**Q2:** Okay, so you basically are scheduling off the appointment time?

A: Yes. When the clients provide an appointment time, we schedule off the appointment time.

**Q3:** On the shopper routes, does the customer call in and say, I need a 10 o'clock ride and then they would give you an appointment, what time they want to get to the shopping district? I want to be there at 10:30? 15 minutes – then we have 15 minutes so we have until 10:45 to get them to the shopping district?

A: The customer will request a pick up time. Dispatch will check with the driver and say can you get Mrs. Smith at 10:30? The driver may say I can get her at 11:00 and see if that is okay with Mrs. Smith. The on time standard for the performance incentive program does not apply to shoppers. The challenge with the shoppers is to make sure that you have the right drivers for the shopper routes and to make sure you never leave anybody -- as with all of RTC ACCESS service.

**Q4:** Do you have a maintenance software program that is utilized?

A: The current contractor has its own maintenance software program.

**Q5:** Will the pricing forms be available in Excel format that you can send out with the questions?

A: Yes.

**Q6:** How is political atmosphere with the local police departments?

A: RTC and the ACCESS contractor maintain a very good relationship with the law enforcement and fire departments. For many years we were washing the Reno Police Department paddy wagons here.

**Q7:** So if there are accidents, does law enforcement allow the contractor on the scene and participate in the investigation process?

A: Yes, we have an excellent relationship; we actually work together on accident investigations.

**Q8:** I have a question about the table on page 29 of the RFP, not the Scope of Work. There is a table for requirements for the performance of the general manager candidate that we submit. We tend to try to find the best general manager, not necessarily only with our company, but outside the organization as well. In the event that we find a general manager candidate that best fits this particular operation who is

outside of the company, there may be difficulty filling out this form or getting all of this information. How should we handle that?

A: That is up to the proposer, but anyone who has been performing in that capacity would have the information readily available or already in a resume.

**Q9:** We have already submitted this in writing, but given the emphasis on productive service and our responsibility for scheduling, we requested ridership data and I wanted to reiterate that request here to get that sooner information sooner rather than later. If we could have electronic data with names and addresses redacted but with latitude and longitude we could use that data to really look at the schedules, look at how things are being done, and develop a staffing plan that is as appropriate as we can make it.

A: Please see the response to Q26.

**Q10:** You have identified the challenge of sales tax revenue, in addition to that, are there one or two top priorities that RTC would have for the next contractor's performance? The document is clear, but in almost every procurement there are unstated objectives. Are there any here?

A: RTC's priorities are safety, quality service, exceptional customer service and cost-effective service. RTC tries to work in partnership with our paratransit service providers. RTC makes the policies but we look to our contractors for innovation, for ideas, for ways to help us tackle these difficult problems that we are all going to be facing in this industry.

Of the RTC's four major long range goals, Goal No. 3 is Continuous Improvement, and we are constantly looking for process improvement, ways to improve the service, and ways to save money.

The proposal evaluation criteria include sustainability and innovation (page 16). Also, under "Organizational Strengths and Abilities" (sec. 3.6, p. 21), there is "Value Added". We are very interested in what added value will your company bring to the RTC and to our community.

**Q11:** You indicated earlier that you have a fairly new fleet and you've identified the current mileages and the estimated replacement mileage for the vehicles. With the financial constraints or issues facing the RTC like many agencies, do you anticipate pushing that retirement or replacement schedule of those vehicles from you propose?

A: Yes, we have and we will. We have to make pull out and we have to have the equipment and the manpower and the skills to do that. We pride ourselves on having a clean and reliable fleet and we've had very good success in the past with that, but there is no question we are in economically challenging times right now and we may be pushing our mechanics and our fleet in ways that we haven't in the past. If we have vehicles that need to be replaced we rely upon ACCESS maintenance staff tell us candidly what can and cannot be done. That is what we will be expecting in the future. Replacement of vehicles is a very high priority for us to make sure that we have a reliable fleet, but yes we are pushing vehicles right now and we may go six months to a year beyond what we would like to do.

The ACCESS fleet is comprised of 7-year, 200,000 mile vehicles.

**Q12:** From a risk management assessment perspective, does the RTC have a specific weight limit of packages of what a driver can carry on or off the vehicles?

A: We expect a driver to be cognizant of what is safe. If they believe there are too many packages, they call for assistance from a supervisor. The RTC does not have a specific weight limit.

**Q13:** In reference to the performance penalty section, it says that pickups later than 30 minutes and dropoffs later than 30 minutes will be assessed a \$100 per occurrence penalty. Is there a threshold above which, for example, if you are above 97% and you are getting the other penalty that the per-occurrence penalty would be wiped for that particular month?

A: No. Our passengers all have disabilities and punctuality is important.

**Q14:** Are the customer required with every trip to give a drop off time?

A: We ask for the appointment time and not everybody has an appointment time but we try to obtain one for every trip.

**Q15:** Are those passengers who do not give a drop off time excluded from the penalty?

A: If we do not have a drop off time as a target, then the driver cannot be late; however, riding too long is a serious consideration to be avoided.

**Q16:** Could you give us a 5-year track record of the performance bond amount and/or any obligations that were triggered?

A: The performance bond for the past 5 years was \$2,000,000. The performance bond has not been exercised.

The following questions/requests were received during the facility tour:

**Q17:** Currently, how many reservationists work the phones during the day?

A: There are a total of 5, with a maximum of 4 on duty during weekday peak.

**Q18:** How many slow fueling stations?

A: 48.

**Q19:** Do all of the paratransit vehicles have the same inside floor plan? Details would be welcome.

A: Yes. All accommodate 10 ambulatory passengers or up to 4 wheelchairs plus 2 ambulatory.

**Q20:** Regarding the DriveCam system, does the RTC or the contractor own the system? Is the system wireless?

A: The contractor owns the system. The current system is not wireless.

The following questions were submitted in writing on or before December 11, 2009:

**Q21:** Please provide copies of the Collective Bargaining Agreement between the incumbent contractor and the Teamsters as well as a current seniority list.

A: Collective Bargaining Agreements by and between the existing operator and its employees are not public records. Copies of said documents should be requested from: MV Contract Transportation, Inc.; 360 Campus Lane, Suite 201; Fairfield, CA 94534. For the seniority list, please see Attachment Q42 Answer.

**Q22:** Please provide a copy of the collective bargaining agreement between the incumbent contractor and the Operating Engineers as well as a current seniority list.

A: Please see the response to Q21 above.

**Q23:** Please provide copies of any applicable 13C agreements with either the Teamsters or the Operating Engineers.

A: The RTC's only 13C agreement is provided as Exhibit L in the RFP.

**Q24:** In order to assist proposers in developing health care insurance and retirement benefits which are at least comparable to those benefits offered by the incumbent contractor, please provide copies of the plan designs for all health, dental, vision care, insurance and retirement plans as well as plans for any other benefits offered to employees. Please include information about waiting periods, levels of coverage, deductibles, copays, etc.

A: RTC refers interested parties to the current contractor, MV Transportation, for that information.

**Q25:** Section 1.6 "Current Level of Operations" - Please indicate the portion of annual gross costs which pertained to fuel, insurance and other RTC administrative costs as opposed to those costs which were reimbursed to the existing contractor.

A: The cost portion of 1.6 CURRENT LEVEL OF OPERATIONS on page 5 of the RFP has been revised (see revisions below in **bold**). The total FY 2009 expenditure for the ACCESS cost center was approximately \$5,248,950. The amount paid to the current contractor for service provision was approximately \$3,810,750. Fuel, insurance, eligibility assessments and other administrative costs comprise the balance.

	FY 2009	FY 2010 Estimates
Total annual van ridership	224,933	200,200
Van revenue vehicle hours	86,407	77,000
Van revenue vehicle miles	1,317,831	1,177,647
Van passengers per RVH	2.60	2.60
Passengers per RVM	0.17	0.17
Gross cost*	<b>\$4,367,600</b>	<b>\$4,352,900</b>
Gross cost per van passenger	<b>\$19.14</b>	TBD
Gross cost per van revenue vehicle hour	<b>\$50.55</b>	TBD

\*Gross cost includes cost per RVH, fuel and insurance.

**Q26:** In order to assist us in assessing system trip-making patterns, we would like to receive the following data (in an electronic format) for a recent seven-day period. (We would like this data to be drawn from a week which included no holidays or unusual trip-making patterns associated with adverse weather or special events.) Please note that we would like to use our own copy of Trapeze to evaluate



this data and can provide (at the RTC's request) a query that will extract the requested data in a Trapeze-compatible format with all data that might be used for identifying individual riders redacted.

- a) Origin and destination latitude and longitude coordinates for each scheduled trip
- b) Final status of each scheduled trip, e.g. whether the trip was provided, cancelled or no-showed
- c) Scheduled and actual pick-up and drop-off times for each performed and no-showed trip
- d) Passengers transported, broken down by riders, attendants, companions, children and any other passenger categories tracked by the system
- e) For each trip, whether the rider used a mobility device, service animal or any other equipment codes
- f) Number of trips denied, broken down by capacity, eligibility and rider refusals as well as by any other category currently tracked
- g) Number of complaints received

A: Please see Attachment Q26 Answer Parts 1 and 2. Note that the trips are scheduled but not performed. Proposers selected for interviewing will be asked to submit their trip routing results prior to the interview. Regarding g): one (1) complaint was received.

**Q27:** Section 1.8 "Facilities and Equipment" – We would like to receive telephone system reports for a recently completed week, which includes no holidays or unusual weather or events which might have impacted service levels, which shows the following information which would be useful for assessing agent schedules and productivity:

- a) Inbound and outbound calls by time of day
- b) Total inbound calls abandoned by time of day
- c) Average time to answer by time of day
- d) Longest wait time
- e) Average call length
- f) Agents logged in by time of day
- g) Average agent availability

A: Please see Attachment Q27 Answer, Parts 1-3.

**Q28:** Section 1.10 "Financial Information" – Please define the term "driver breaks" as it pertains to calculation of the number of billable revenue vehicle hours.

A: Driver breaks will not be part of the revenue vehicle hours calculation. Please see Exhibit E – Glossary for the definition of a revenue vehicle hour

**Q29:** Section 1.10 "Financial Information" – Please provide copies of the last three monthly contractor invoices, complete with any required attachments, including, but not limited to, required management and monthly reports.

A: Please see Attachment Q29 Answer.

**Q30:** Section 1.10 "Financial Information" – Please provide a summary of liquidated damages assessed against the current contractor over the past 12 months.

A: No liquidated damages were assessed.

**Q31:** Section 1.12 “Future Service” – Are the 9,000 CitiCare rides part of the 238,026 total trip figures referenced elsewhere in the RFP?

A: Yes.

**Q32:** Section 2.3 “Pre-Proposal Conference” – Will interested proposers be given the opportunity to inspect vehicles and/or vehicle maintenance records?

A: No. It is a facility tour.

**Q33:** Section 2.12 “Evaluation of Proposals” – Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost?

A: Costs for all years will be evaluated, in compliance with FTA regulations.

**Q34:** Section 3.1 “Proposal Submittal and Deadline” – Are proposers expected to provide both the technical and cost proposals in an electronic format? If both are required, should they be provided on the same CD or on two separate CD’s?

A: Yes, on 1 CD.

**Q35:** Exhibit A “Scope of Service,” Section 3.5 states that “Upon termination of the agreement the contractor will insure a reasonable inventory of currently needed parts remain.” In order to assist proposers in developing a budget for parts to be provided at the time of contract start-up, please provide a list of the parts which the current contractor will be expected to leave for the incoming contractor.

A: Delete that sentence from the RFP.

**Q36:** Can the RTC provide its definition for a road call? This term is not defined in Exhibit E “Glossary.”

A: Please see Exhibit C – Performance Standards, Page 6 under “Road Calls” for the definition.

**Q37:** In order to assist us in projecting maintenance-related costs, please provide the following information for each vehicle to be used in connection with this service:

- a) Year, make and model
- b) Total vehicle life miles
- c) History of major component maintenance, including engine and transmission rebuilds and replacements
- d) Overall condition of the vehicle, e.g. “excellent,” “good,” “fair,” etc.

A: For a) and b): please refer to Exhibit G - Vehicle Inventory and Replacement Schedule in the RFP. For c): please see Attachment Q37 (c) Answer. For d): overall condition of the fleet is good to excellent.

**Q38:** Please provide the following information:

- a) Staffing levels of the current contractor (including drivers);
- b) Salary/wage levels for each of the current contractors' staff and drivers;

A: For a) and b): Please refer to the RFP Section 1.9 Personnel on page 9. For additional information contact MV Transportation.

**Q39:** Page 3 of the RFP in Section 1.3 mentions the RTC customer service telephone line and in Section 1.4 discusses the contractor's need to provide ride reservation services. Is the RTC line a comment line, or will it also receive requests for trips?

A: The RTC line is for customer service only and does not receive trip requests.

**Q40:** Will the van contractor provide any trips that are scheduled to be picked-up after 8:00 PM?

A: No.

**Q41:** Please provide a copy of MV's current labor agreement with the Teamsters Local 533 and the Operating Engineers, Local 3. If the labor agreement is not available, please provide the name of the business agent for each Union representing these employees.

A: Please see the response to Q21, Q86 and attachment Q42.

**Q42:** Please provide an organization chart or seniority listing for all employees.

A: Please see Attachment Q42 Answer.

**Q43:** Please clarify whether the shopper route is a fixed route, demand responsive or route deviation service.

A: The shopper routes are circulator routes, similar to European service routes.

**Q44:** What is the current value of the part inventory held by the current contractor?

A: RTC does not have that information and suggests contacting the current contractor.

**Q45:** Please provide the seniority for all staff, including drivers, reservationists, mechanics, utility, operations supervisors.

A: Please see Attachment Q42 Answer.

**Q46:** Please indicate the driver turnover experienced by the current contractor.

A: Driver turnover is within industry norms for this type of workforce.

**Q47:** How are CitiCare passenger rides distributed to passengers – with tickets, a special card? Does the contractor keep track of the number of CitiCare riders?

A: CitiCare rides are generally identified after the trips are provided. The RTC's intent is that passengers are provided transportation seamlessly, irrespective of funding source. However, one of the

grants requires that on trips funded by their grant, riders not be required to pay a fare. Those trips are identified through Trapeze at the time the reservations are requested. Both the contractor and RTC track CitiCare rides.

**Q48:** Page 17 of the RFP, Section 3.0 states the contractor is required to submit “one electronic copy in .pdf format on a CD”. Please clarify if the CD should contain pricing only or both the pricing and the proposal documents.

A: The 1 CD is to contain both the technical proposal and cost proposal.

**Q49:** Page 27 of the RFP, subsection (7) asks for the 5-year loss history for each of the firm’s paratransit contract. We operate more than 100 paratransit contracts and compiling this data would be onerous and likely not comparable to providers operating fewer contracts. Would the RTC consider modifying this request for accidents/100,000 miles or some other statistic that may better allow the RTC to compare safety records between providers?

A: Revise this requirement to: **Provide loss histories for the last three (3) years for the properties where the general manager and operations manager candidates were employed.**

**Q50:** Please indicate the current value of penalties assessed to the current provider per year for not meeting performance standards and the current value of incentives paid to the current provider per year for exceeding performance standards.

A: In FY 2009, the RTC paid the current contractor \$37,180 in performance incentives for exceeding performance standards.

**Q51:** The Scope of Service, page 1 notes that the contractor will be responsible for cooperating with the RTC in promotional activities. How many hours per year does this represent?

A: Very few.

**Q52:** The Scope of Service, page 3, Section 2.1, (2) states that the Contractor must inform the passenger that “they may be picked up by a van or taxi.” Please clarify whether this is to notify the passenger of this possibility, or whether this is a choice of providers for the passengers to make.

A: This is to notify the passenger of this possibility. The RTC ACCESS contractor chooses whether to assign a trip to a van or taxi and sometimes it is necessary to switch trips between vans and taxis in order to be punctual. Passengers are informed to be aware that they may be picked up by either, to avoid having them miss taxi rides because they were expecting a van.

**Q53:** The Scope of Service, page 12, Section 2.1.1 notes that the contractor will be responsible for cooperating with the RTC in the provision of mobility training. How many hours per year does this represent?

A: Very few.

**Q54:** Please provide operating reports for the past 12 months for this service from the data provided in the Access Monthly Summary Report.

A: Please see Attachment Q54 Answer, Parts 1-4.

**Q55:** Please provide a minimum of 3 months of invoices from the current provider.

A: Please see Attachment Q55 Answer. Adjustments were being made to the insurance, therefore the amounts vary.

**Q56:** Is it the intent of RTC to recognize the current Collective Bargaining Agreement with all potential bidders?

A: The RFP specifically informs all proposed bidders of the existence of Collective Bargaining Agreements (CBAs) by and between the Operating Engineers and Teamsters unions with MV Contract Transportation, Inc. The RFP will not provide that a new RTC ACCESS operator must honor any existing CBA with the unions. The obligation to do so will depend on whether the new operator is deemed to be a “successor” of the existing operator and that determination is dependent on multiple factors that are not currently known. For example, *NLRB v. Burns, International Special Services, Inc.* 406 U.S. 272, 281 (1972).

**Q57:** Will RTC continue to honor the provisions of the Collective Bargaining Agreement as it relates to Article 36 – “Successor Clause” whereby, its successors and assigns, and all the terms and obligations herein contained shall not be affected or changed in any respect, by the consolidation, merger, sale, transfer or assignment of the Company or any or all of its property, or affected or changed in any respect by any changes in legal status, ownership or management of the Company?

A: The RTC submits that the “Successor Clause” is a provision by and between the union and the operator and is not, under any circumstances applicable to the RTC. Further, the provision would not be applicable where there is an RFP and a new provider, as opposed to a scenario where the current operator merged, changed its name, assigned or otherwise was involved in the continued operation of the RTC ACCESS service.

**Q58:** Will RTC adhere to Exhibit A “Scope of Services” Page 7 “The Contractor is required to be in compliance with the National Labor Relations Board (NLRB) guidelines regarding recognition of the International Brotherhood of Teamsters Local 533 and the Operating Engineers Local 3, which currently represent the RTC Access workforce?”

A: The existing or new contractor will be expected, as reflected in the RFP, to comply with all applicable laws, including by, not limited to, the National Labor Relations Act (NLRA). It is the understanding of counsel for the RTC that a new contractor will be required to recognize and bargain in good faith with the union representing the pre-existing company if it is deemed to be a “successor” company. For example, see *NLRB v. Burns, International Special Services, Inc.* 406 U.S. 272, 281 (1972). Whether the new company is a “successor” will be dependent on any number of different factors that are currently unknown.

**Q59:** Will RTC fall under the Federal Transit Act Section 13 (c) where the US Department of Labor (DOL) must approve the arrangements made to protect these employees:

- a) Preserving their rights and benefits?
- b) Continuing their collective bargaining rights?
- c) Protecting them against a worsening of their employment conditions?

- d) Assuring jobs for employees of acquired mass transit systems?
- e) Providing priority of reemployment if the employee is laid off or job eliminated?

A: It is the understanding of counsel for the RTC that a change in contractors to provide RTC ACCESS services is not an event that would trigger the application of Federal Transit Act, Section 13 (c). If, however, your legal counsel is of a different view, please have him/her promptly provide Mr. A. Stanyan Peck at 2050 Villanova Drive, Reno, Nevada, with the facts and supporting law to substantiate that view.

**Q60:** What are the rates charged by the current contractor for RTC ACCESS service?

A: \$50.54 per revenue vehicle hour

**Q61:** What is the typical number of revenue vehicle pullouts by day of week?

<u>Day of the Week</u>	<u>Revenue Vehicle Pullouts</u>
Sunday	10
Monday	47
Tuesday	47
Wednesday	52
Thursday	49
Friday	49
Saturday	11

**Q62:** What portion of the service is operated by time of day and day of week?

A: Proposers should contact the current provider, MV Transportation, for detail. They consider this to be proprietary information.

**Q63:** Is the Contractor responsible for maintenance of all vehicle electronic equipment?

A: Yes, except major service on the MDT's.

**Q64:** Please provide a copy of the current Collective Bargaining Agreement(s) related to employees of the current contractor.

A: Please refer to Q21 Answer.

**Q65:** Please provide a current seniority list or summary of the number of drivers in each step of the current wage scale.

A: Please see Attachment Q42 Answer.

**Q66:** On page 1 of the RFP, RTC ACCESS is described as operating 24/7. In 2.2 on page 4 of Exhibit A, ACCESS van trips are described as operating 6:00 am to 7:59 pm. Do these statements conflict?

A: No. RTC contracts with a local taxi company, Reno-Sparks Cab, to provide all trips with schedule pickup times between 8:00 pm and 5:59 am, plus some daytime trips. RTC ACCESS vans operate for pickups scheduled between 6:00 am and 7:59 pm.

**Q67:** Does the RTC directly pay the fuel cost of the support vehicles?

A: Yes.

**Q68:** Does the RTC provide the furniture for contractor operations?

A: Yes.

**Q69:** Is the contractor required to purchase any maintenance small equipment and tools not listed in Exhibit H?

A: Yes.

**Q70:** Does the RTC provide all engine and transmission diagnostic computer equipment?

A: The RTC provides the equipment listed in Exhibit H and its replacements after normal wear and tear.

**Q71:** Does the contractor provide its own parts room shelving and storage cabinets?

A: No. RTC provides parts room shelving and storage cabinets.

**Q72:** For purposes of incentive/penalty System Safety calculations, what definition does the RTC use for vehicular accident (in terms of damage, cost, etc.)?

A: For purposes of Safety System calculations for incentive/penalty, a preventable vehicular accident is defined as any time contact is made to an RTC vehicle by a foreign object, regardless of damage amount.

**Q73:** In regards to Section 3.11 Performance Bond – It is requested that the RTC remove the bond requirement in the amount of two million dollars (\$2,000,000) for this procurement per Federal Transit Administration purchasing guideline:

The Federal Transit Administration Best Practices Procurement Manual, Chapter 8, states: ***The FTA requirements discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises.***

If the bond requirement is not removed, our surety requires the following clarifications.

Please confirm that the Contract (Performance) Bond can be issued on an annual basis for the life of the contract and that non-renewal or cancellation is not means for a claim on the bond.

A. The bond will be required. The bond can be issued on an annual basis for the life of the contract. The bond must be conditioned so that the RTC would be in a position to invoke the payment obligations unless: (1) the proposer/contractor fully performs its obligations under the terms of the contract; (2) the

proposer/contractor terminates consistent with the terms of the contract due to default; (3) the parties mutually agree to terminate or the RTC terminates for convenience consistent with the terms of the contract; or (4) the RTC cancels a portion of the contract and the proposer/contractor deems the performance of the remaining aspects of the contract to be to uneconomical and elects to terminate consistent with the terms of the contract.

**Q74** Have customer complaints increased in proportion to the reductions in service?

A. No, they have increased by a lesser amount.

**Q75** Re: Page 9, 1.9 Personnel. What is the RTC's stance on hiring the existing workforce and compliance with any existing Collective Bargaining agreements?

A. The RTC Commissioners have not taken a position on a new contractor continuing with the existing workforce. A decision to keep the existing employees or hire others will be the decision for the successful proposer. The RTC staff assessment is that the RTC wants the successful proposer, whether the existing contractor or another entity, to provide the best possible RTC ACCESS service for the costs to be paid by the taxpayers. If that objective can be accomplished by retention of the existing employees that would likely be the preferred choice. Also, please see the response to Q56.

**Q76** Re: Page 16, Exhibit J. Does 5333(b) of Title 49, regarding Transit Labor Protection (formerly Section 13c), apply to this contract?

A. Yes.

**Q77** What reporting needs beyond those outlined within the RFP will be expected of the contractor during the life of the contract?

A. Most of the reporting is referenced within the RFP. However it is not possible to anticipate all future reporting needs and there may be additional reporting associated with the CitiCare grants.

**Q78** Please describe any ancillary Information Technology tools utilized that assist managers and dispatchers in maintaining daily performance standards. Are these tools proprietary to the current contractor?

A. The current contractor provides additional proprietary reporting and real-time monitoring tools above and beyond what the RTC provides that work in conjunction with Trapeze software to maximize service on the street.

**Q79** Please provide details on Trapeze mapping maintenance and upgrades required of the RTC ACCESS ADA Paratransit Services contractor.

A. RTC purchased the map from TeleAtlas and had Trapeze customize it to work in the ACCESS paratransit system. Trapeze does all maintenance and upgrades. The contractor tests the map before using it live. Next year the RTC will ask Trapeze to customize the Washoe County map instead.

**Q80** Please provide information on required interactions between the RTC ACCESS ADA Paratransit Services contractor and the CitiCare. Please also provide same information for the contractor and the Reno Sparks Cab.



A. CitiCare: ACCESS general manager attends bi-monthly CitiCare board meetings; ACCESS provides RTC with data for CitiCare monthly operating reports and is available for annual CitiCare audits by grantor(s).

Reno-Sparks Cab (RSC): ACCESS provides (via email at this time) daily taxi trip information to RSC, including cancellations. Most of the communication is between dispatchers. ACCESS management coordinates with RSC on trip transmittal format. RSC emails trip cancels, no shows and tickets owed back to RTC and ACCESS contractor. ACCESS contractor tracks no shows and enforces policy plus invoices clients for tickets owed.

**Q81** Please provide the results on any audits dealing with employee claims, surveys or incidents within the service for the current RTC ACCESS Paratransit Services contractor.

A. RTC management, in anticipation of the expiration of the existing contract, authorized an audit of RTC ACCESS operations to be conducted in 2009. The audit was under the direction and control of RTC's legal counsel and, accordingly, the results are "privileged" and will not be provided.

**Q82** Please provide results of any audits dealing with maintenance for the current RTC Access Paratransit Services contractor.

A. Please see the response to Q81 above.

**Q83** Re: Exhibit F- Cost Proposal Form. Please confirm the estimated revenue hours all bidders should bid on in the first three years of the base term are 77,000. Please confirm that all bidders should bid on 80,000 hours for the fourth and fifth year of the base term and the two option years.

A. New information regarding Washoe County sales tax revenues predict a different scenario, with continued significant revenue shortfalls. Exhibit F Cost Proposal is revised to reflect a decrease in revenue vehicle hours throughout the contract period. Proposers are to use the revised Exhibit F - Cost Proposal Form, attached as Q83 Answer.

**Q84** At various times, federal, state and local governments consider laws, rules and regulations which require an increase to the minimum wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for an application for increased compensation? For example, in the state of Massachusetts recently passed a law requiring employers to provide a certain level of health insurance. California is considering similar legislation. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

A. RTC will adhere to the pricing as stated in the executed Agreement.

**Q85** Re, Page 15, 2.12 Evaluation of Proposals. Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost?

A. Pricing for all years will be considered, in compliance with FTA regulations.

**Q86** Re: Page 9, 1.9 Personnel. Are the current employees part of a labor union? If yes, please provide contact name and number for the union representative.

A. Yes, the contact for Teamsters Union, Local 533 is Mr. Michael J. Sealy, Sr., (775) 348-6060. The contact for Operating Engineers Union, Local 315 is Mr. Dan Venters, (775) 857-4440.

**Q87** Re: Page 10, 2.5 Personnel. Please clarify that all bidders must factor for a minimum of 80 hours classroom training and 40 hours behind the wheel training for a total of 120 hours of driver training. Will alternate proposals for less be accepted?

A. Yes, RTC will consider alternatives.

**Q88** Page 20 ,Section 3.6 Organizational Strengths and Abilities. Please confirm that all bidders must equip the fleet with Drive Cam or similar safety system and the cost must be included in the cost proposal.

A. Yes. Identify the cost as a line item in the cost proposal. Use the revised Cost Proposal Form attached as Q 83 Answer.

**Q89** Please clarify the time window for demand trips and appointment based demand trips.

A. The on-time pickup window for demand and appointment-based trips other than will-call trips is 15 minutes before to 15 minutes after the stated pickup time. The on-time window for will call trips is 0 to 60 minutes after ACCESS is notified that the client is ready.

**Q90** Will the Commission be providing all necessary diagnostic equipment for the revenue vehicles or will this be a contractor responsibility to be included in their cost proposal?

A. The RTC will provide the equipment listed in Exhibit H Equipment Inventory and reasonable replacements as necessary.

**Q91** Re: Page 1, 1.1 General Information. Please clarify the number of rides provided in FY 2009 as information on page 1 disagrees with information on page 5.

A. Total passenger trips (van and taxi) = 238,142  
Number of van-provided passenger trips = 224,933

**Q92** Re: Page 6, 1.7 RTC ACCESS Vehicle Fleet. Is there any guarantee regarding the specified vehicle replacements mentioned in the RFP?

A. RTC will do its best to adhere to that schedule, however financial shortfalls may result in schedule modifications and delayed vehicle replacements, as mentioned in the pre-proposal conference.

**Q93** Re: Page 7, 1.8 RTC ACCESS Telephone System. Will the RTC replace the provided headsets or will this be a contractor responsibility?

A. RTC will replace the provided headsets.

**Q94** Re: Page 8, 1.8 Facilities and Equipment. Who maintains the reservation workstations?

A. The RTC provides the hardware. The contractor maintains the software and troubleshoots the hardware.

**Q95** Re: Page 8, 1.8 Facilities and Equipment. Please clarify what is meant by routine maintenance expense regarding the Mobile Radio Systems?

A. Radio maintenance expense is incurred for repairs to radio systems when trouble is reported or experienced. These repairs include but are not limited to:

- Replacement or repair of faulty microphones and wiring
- Replacement or repair of faulty antennas and wiring
- Preventative maintenance and diagnostics of radio components and wiring
- Repair of radio components that are found to be outside of manufacturer specifications, or outsourced to appropriate vendor.

**Q96** Re: Page 8, 1.8 Facilities and Equipment. Is the successful bidder responsible for all CNG parts so as not to miss pull-out?

A. Yes

**Q97** Re: Page 8, 1.8 Facilities and Equipment. Will the current provider negotiate with the new provider for the parts inventory?

A. Proposers are referred to the current provider, MV Transportation for that discussion. It is the decision of the current provider.

**Q98** Re: Page 9, 1.9 Personnel. Please provide a listing of all current employees listing seniority dates and pay rates.

A. Please see Attachment Q42 Answer.

**Q99** Page 10, Section 1.11 Computerized Reservations. Who would pay for any subsequent upgrades of Trapeze from the current 7.1 version?

A. RTC

**Q100** Re: Page 10, 1.11 Computerized Reservations. Please list all databases the contractor is responsible for maintaining.

A. Contractor is responsible for maintaining the Trapeze database along with an internal reporting database.

**Q101** Re: Page 19, 3.5 Proposed management personnel. For the four key required management personnel, is there a financial penalty for failure to utilize and maintain the proposed management personnel?

A. No, there will be no financial penalty for failure to utilize the proposed personnel. However, much of the award is based on your proposed key management personnel and any changes will require written approval by RTC in advance. Furthermore, the contract will have language pertaining to this subject.

Revise Exhibit A Scope of Services 2.5 Personnel ,1 (a), first paragraph, last sentence to read:  
“Any transfer or replacement of the General Manager, **Maintenance Manager, Operations Manager or IT Manager** must have prior written permission of the RTC.”

**Q102** Re: Page 27, 3.18.Deliverables. Given the current contractor’s excellent performance on road calls per 100,000 miles, would the RTC be open to providing a more stringent standard for this measure?

A: No, standards are reviewed annually.

**Q103** Re: Page 30, 4.0 Performance Standards and Incentives. Please clarify how the disincentives interact with the desire for the contractor to share all incentive payouts to the employees.

A. The contractor is expected to share bonuses with employees; it is the RTC’s understanding that the disincentives (penalties) cannot be assessed against employees.

**Q104** Re: Page 1, Exhibit A. Please clarify RTC requirements regarding collecting and reporting FTA National Transit Database (NTD) information.

A: Contractor is required to provide the data required for NTD reporting. NTD reporting for DR is required across the industry.

**Q105** Re: Page 3, Exhibit A - 2.5 Personnel. Is there a minimum Road Supervisor/Street Supervisor desired ratio that all bidders must factor for in their pricing.

A. No, staffing levels are the contractor’s responsibility.

**Q106** Page 7, Exhibit A - 2.5 Personnel. As stated in the RFP, “in difficult and uncertain economic times” and “it may be necessary to combine some functions of the above positions”. For bidding purposes, is there a minimum staffing level for management staff that all bidders must put into their cost proposals to assure the RTC receives like pricing.

A: Please see the response to Q105.

**Q107** Re: Page 11, Exhibit A - 2.6 Dispatching. RFP states that the RTC will arrange for technical assistance as necessary. Please clarify that the contractor will not be responsible for this item.

A. Confirmed. However, it strongly benefits the contractor to have Trapeze expertise and be able to problem-solve to the greatest extent possible in order to provide timely, quality service.

**Q108** Re: Page 16, Exhibit A - 3.0 Vehicle Procurement. Please list all elements that the contractor is responsible for relating to vehicle procurements including expertise of technicians, production line inspections, specification validation and associated time and materials.

A. Elements include, but are not limited to, those mentioned above plus development of technical specifications for the Request for Proposal.

**Q109** Re: Page 17, Exhibit A - 4.0 Facility. What storage capability will the RTC provide to the new contractor?

A. There is limited storage in the ACCESS administration portion of the building plus storage in the mezzanine above the parts room.

**Q110** Re: Page 19, Exhibit A - 5.4 Facility. What are the referenced anticipated utility costs that may become necessary in the future?

A. To be discussed in the event it is necessary, such as: electrical and natural gas, but not gas for compression.

**Q111** Page 1, Exhibit E – Glossary, Item G) stipulates that if the contractor picks someone up past the 60 minute window only one ticket is required instead of the normal two. Who pays for the additional ticket?

A. This situation only applies to pre-scheduled will-call trips. When a trip has to be placed on will-call due to the passenger unavoidably not being ready (such as delayed at the doctor's office) there is no additional ticket due to the inconvenience to the rider.

**Q112** Re: Page 5, Exhibit K- 8. Compensation. Are there any other re-openers to the financial commitments for fiscal years 2011-2017 other than the 10% variance in revenue hours?

A. No.

**Q113** Re: Page 6, Exhibit K - 14. Termination. Is there a guaranteed replacement cycle where the contractor will not be responsible for the cost of replacing major engine and transmission components?

A. No. However, in extraordinary circumstances the RTC will discuss this with the contractor.

**Q114** Page 7, Exhibit K - 14. Termination. Will the RTC reimburse expenses including capital expenditures and loss of value if cancellation/termination occurs due to lack of funding?

A. No.

**Q115** A requirement to do business in the Reno area is to pay a business tax. These costs have nearly doubled from last year. Would the RTC consider paying for this tax for the contractor, or will it remain a contractor responsibility?

A. It is the contractor's responsibility.