



**ADDENDUM #01
RFP NUMBER – R22-064 PB
06/14/22**

NAME OF PROJECT: Fixed Route & Deviated Fixed Route Services

PROPOSAL DUE DATE 06/30/2022 AT 5:00 PM MST

This document shall become as fully a part of the above-named RFP and Contract Documents as if included and shall take full and complete precedence over anything stated or shown to the contrary in them.

Acknowledgment: Each Offeror shall indicate in the place provided acknowledgment of receipt of this Addendum.

Each and every Offeror, subcontractor, and material supplier shall be responsible for reading each and every item in this Addendum to ascertain the extent and manner it affects the work in which he is interested.

*****CHANGES TO THE PUBLICATION NOTICE*****

The following item and information are corrections and additions to the above referenced project.

1. PROPOSAL DUE DATE AND TIME
CHANGED TO 06/30/22 AT 5:00 PM MST
2. VENDOR QUESTIONS: See attached

Offeror shall acknowledge receipt of this addendum by signing below, and this addendum must be returned as part of the proposal.

Signature

Date

Firm

QUESTIONS FOR RFP R22-065 PB FIXED ROUTE AND DEVIATED FIXED ROUTE SERVICES

RFP P. # and Section title	QUESTIONS	MMT RESPONSE
1. P.12 and Section 2.1, Proposal Format	Please confirm any other items, such as the title P., the table of contents, the cover letter, tabs, and required attachments that do not count towards the P. limitation.	The title page, table of contents, cover letter, tabs, resume's and required attachments will not count towards the 25-page limit.
2. Cover Page	Please confirm the RFP number: Is it R22-064 PB or RFP # R22-065 PB Fixed Route and Deviated Fixed Route Services. The cover P. reflects R22-064 PB however the footer reflects R22-065 PB.	The RFP number is R22-065 PB.
3. P.14 Section 2.5.1, Technical Area – Schedule Management	Please clarify your requirement: “Discuss Offeror’s approach to schedule management including updating and reporting progress of the work”	This does not pertain to this solicitation.
4. P.59, Section 6, Deviated Fixed-Route Service Demonstration Project	Please explain the approach to same-day change requests for route deviation?	At this time, the City does not intend to allow for same day changes to requested deviations. However, within a reasonable period of time, customer would be allowed to cancel without penalty.
5. P.60, Section 8, Terms of Payment	Please confirm Start-Up and/or Transition Costs will be billed as incurred.	Start-Up costs and/or Transition Costs can be invoiced to MMT as they are incurred up to the not to exceed amount, to be negotiated.
6. P.68, Section 16, Fleet Maintenance Program DVIR	Is your DVIR process electronic or paper-driven?	The DVIR process is paper-driven.
7. P.79, Qualifications/Relevant Experience	Please confirm the start date of December 1, 2023 (shown on P. 79)	This date should have read December 1, 2022. This is a place holder date. Proposers should provide the City the date that they would conduct start-up/transition tasks.
8. General	Is the CITY supplying employee badges?	The City provides employee badges. There is a replacement fee for lost badges.
9. P.98, Exhibit 10	Please confirm there is no DBE requirement?	There is no DBE requirement for this project, however we encourage any DBE participation, if possible.

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
10. P.16, Section 2.6	What is the budget amount the CITY will use to compare the RFP responses?	The estimated magnitude of this project is \$70 - \$100 million for the duration of the contract, including all option years and start-up/transition costs.
11. P.65, Run-Cutting	What is the frequency that Run-Cuts are performed?	Typically, twice per year.
12. P.65, Run-Cutting	What tool is used to perform a Run-Cut?	Block Buster (Trapeze) is used to perform run-cuts
13. P.65, Section 12, Run-Cutting	Please provide the detailed vehicle blocking, driver paddles, and driver roster for the current schedule.	The City does not have <i>detailed vehicle blocking</i> information. Please see “Spring 2022 Roster” and “Weekday, Saturday, Sunday Paddles” for the driver paddles and roster.
14. P.65, Section 12, Run-Cutting	Please provide a list of all approved driver relief locations. Please indicate if any of these locations are placed mid-route, or if they all occur during layovers.	Drivers are allowed mid-route reliefs for restroom breaks, provided the bus is parked at a bus stop location. Drivers are encouraged to utilize end points or a location that will cause the least amount of concern with on-time performance. Failure to do so may result in liquidated damages as described in Exhibit 9.
15. P.65, Section 12, Run-Cutting	Please provide the TSDE export files from Trapeze for the current service to allow bidders to develop their initial run-cut and operator staffing plans.	The City is not able to export TSDE files from Trapeze.
16. P.65, Section 12, Run-Cutting	Please provide the collective bargaining agreements for all bargained workgroups.	The City does not have this information.
17. P.65, Section 12, Run-Cutting	Will the CITY allow the proposer to execute the run-cuts at a prescribed cadence? The proposer is advocating for service and resource optimization. In short, an inefficient run-cut will require the proposer to incur more costs.	The City and the Contractor will coordinate in the development of run-cuts. Contractors are allowed to run their own run-cuts and provide the City with suggestions to increase efficiencies. The City will take the Contractor’s suggestion into consideration; however, the City shall have final decision-making authority on all run-cuts.

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<p>18. Price Adjustment</p>	<p>Will the CITY consider including a provision that provides for price adjustments if Contractor’s costs increase as a result of (i) changes to the scope of work/service hours requested by the CITY, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the CITY or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)?</p> <p>If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days’ written notice to the other party.</p> <p>Contractor needs price protection for changes requested by the CITY or matters that were not contemplated at the time of Contractor’s proposal.</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>19. Federal Regulations, Public Transportation Employee Protective Arrangement</p>	<p>This section states Contractor agrees to comply with the requirements of 49 U.S.C.A 5333(b) and 29 C.F.R. Part 215.</p> <p>Will the CITY consider revising to provide that the CITY will be administratively and financially responsible for 13(c) obligations? Contractor is obligated to bargain collectively with any union representing its employees and to comply with the terms and conditions of the CBA it enters with such union.</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
<p>20. RFP P.38, Exhibit 2, Sample Contract, Paragraph 12, Assignment</p>	<p>This section states assignment requires prior written consent by the CITY.</p> <p>Will the CITY consider revising this section to provide such consent is not to be unreasonably withheld, conditioned, or delayed?</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>21. RFP P.41, Exhibit 2, Sample Contract, Paragraph 22, Termination for Convenience</p>	<p>This section states the CITY may terminate at any time.</p> <p>Will the CITY consider revising this section to provide for 60 days prior notice of termination, and payment of Contractor’s reasonable close-out costs?</p> <p>Contractor may have contract termination costs (including vehicle and real estate lease termination) as well as employment termination obligations required by law (WARN ACT, etc.).</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>22. Force Majeure</p>	<p>Will the CITY consider including a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes, slowdowns, sick-outs, or other disputes, etc.)?</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>23. RFP P.39, Exhibit 2, Sample Contract, Paragraph 15, Indemnification</p>	<p>This section states Broad indemnity, covering all claims and damages arising out of the performance of the contract.</p> <p>Will the CITY consider revising indemnity to exclude claims based on the active negligence and/or willful misconduct by the CITY (or its employees, agents,</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p>representatives, etc.)?</p> <p>For damages resulting from the joint negligence of Contractor and the CITY, damages should be apportioned on a percentage of fault basis.</p>	
<p>24. RFP P.40, Exhibit 2, Sample Contract, Paragraph 19, Intellectual property.</p>	<p>This section states Contractor shall deliver all data developed under the Agreement to the CITY.</p> <p>Will the CITY consider clarifying language to make it clear that only data/reports produced specifically for the CITY under the Agreement (as opposed to work product created for Contractor's business generally)?</p> <p>Will the CITY consider clarifying that software and computer programs provided for the performance of the services are not included and the CITY will not obtain ownership as a result of the Agreement?</p> <p>Contractor will be licensing software for use in the performance of the services. Contractor does not own such software, and the CITY will not acquire ownership of the software as a result of the Agreement (and Contractor has no ability to grant such rights).</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>25. Federal Regulations, Violation and Breach of Contract</p>	<p>This section states Contractor acknowledges and agrees that the CITY may enforce the terms of the Contract by a decree of specific performance.</p> <p>Will the CITY consider deleting this language?</p> <p>Monetary damages are a sufficient remedy, and the CITY would be able to replace the Contractor's services or perform the services using its own resources, and the Contractor would be required to pay the cost of such replacement or the CITY performing the services.</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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26. RFP P.37, Exhibit 2, Sample Contract, Paragraph 10, Appropriation of Funds	<p>This section states the Agreement remains in effect only if the CITY appropriates funds.</p> <p>Will the CITY consider that termination for funding issues should be treated in the same manner as a termination for convenience, in which case Contractor should be given 60 days advance notice and payment of reasonable close-out costs?</p> <p>Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).</p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.
27. Liquidated Damages	<p>Will the CITY consider including a waiver period for the first 90 days of the Agreement during which no liquidated damages will be assessed?</p> <p>This will provide time necessary for the transition of the service to Contractor.</p>	The City may consider a waiver period for liquidated damages on a case-by-case basis and will do so during negotiations with the selected Proposer.
28. RFP P.34, Exhibit 2, Sample Contract, Paragraph 3, Term of Contract	<p>This section states Renewal options are at the CITY's sole discretion.</p> <p>Will the CITY consider revising to require mutual agreement for any extension of the agreement?</p> <p>Extension of the agreement should require mutual agreement.</p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.
29. P.55, Exhibit 4, Minimum Insurance Requirements	<p>EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS:</p> <p>This section states: Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies under the contract.</p> <p>Will the CITY revise to the following?</p> <p>Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to</p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
	<p>any cancellation, non-renewal, or material changes to policies under the contract?</p> <p>Commercial insurers provide 30 days' notice of cancellation only, not material change or non-renewal.</p>	
<p>30. P.44, Exhibit 2, Sample Contract - Appendices</p>	<p>This section states the following Appendices are made part of this Agreement: 5. Appendix E – Insurance Requirements.</p> <p>Appendix E – Insurance Requirements was referenced in the Sample Contract; however, no copy of Appendix E was provided. Please provide a copy of all Appendices which are made a part of the Agreement.</p>	<p>This section is an example only. The Appendices will be updated when the contract is drafted.</p>
<p>31. P.55, Section 7, Exhibit 4, Minimum Insurance Requirements</p>	<p>To properly account for the Pollution Legal Liability requirement, please provide the location address(es) and the following tank information:</p> <ul style="list-style-type: none"> • Number of above-ground tanks • Number of underground tanks • Capacity of each tank • Type of storage (propane, diesel, gasoline, oil, etc.) in each tank 	<p>There are no Fuel or Fluid storage tanks at this location. There will be a sand/oil separator that the Contractor is responsible for maintenance. This separator is estimated to be approximately 1500 gallons</p>
<p>32. P.59, Exhibit 5, Statement of Work for Fixed Route and Deviated Fixed Route Operations, SECTION 6: Deviated Fixed Route Service Demonstration Project</p>	<p>Would the CITY be interested in Contractor's review and assessment of the results of their deviated fixed route demo project for routes 38 and 40?</p>	<p>The City would be interested in a review and assessment of the results for the deviated fixed-route demo project. The City encourages Proposers to provide how they will review and assess the demo project.</p>

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
33. P.106Sh, Schedule D	Please provide a copy of the Fleet Refresh Schedule.	MMT follows FTA Minimal Useful Life Standards and replaces as necessary.
34. P.66, Exhibit 5, Statement of Work for Fixed Route and Deviated Fixed Route Operations, Section 15 Fleet Characteristics	Will the CITY's vehicle refresh include the introduction of more electric vehicles?	Mountain Metropolitan Transit's goal is to replace diesel buses with electric buses as funding allows.
35. P.12, Section 2.1	Will the CITY consider increasing the P. limit to 50 P.s (from 25)?	The page limit remains at 25. Please see the response to question 1 regarding additional guidance.
36. P.5, Section Due date	Will the CITY consider moving the due date back two weeks to allow proposers to process the CITY's responses to questions submitted by bidders?	The proposal due date has been extended to June 30, 2022, at 5 PM MST.
37. IT Infra. P.71, Section 20	What is the age of the dispatch computers, and do they have dual display monitors? What size are those monitors?	The Dispatch monitors are approximately 3 years old and are 22" dual monitors.
38. IT Infra	Is there the CITY-provided Wi-Fi in the facilities? Is there a 'Guest' Wi-Fi?	The City provides Guest WiFi.
39. IT Infra	Can the Contractor install Access Points for Wi-Fi if needed?	All additional equipment needs must be reviewed and approved by City IT; Transit IT and Transit Facilities.
40. IT Infra	Can the contractor install additional cable drops for its own systems?	The City will need a description of requested system, external systems will not operate on City Network. All additional equipment/system needs must be reviewed and approved by City IT; Transit IT and Transit Facilities.
41. IT Infra	Where are the comm closets located in each facility and is there space for a half cabinet to be mounted on the wall?	The COMM closets are located at different locations. See supporting documents, "1070-floorplan" and "1190-floorplan"

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
		Contractor will need to determine operational needs. All additional equipment/service needs must be reviewed and approved by City IT; Transit IT and Transit Facilities.
42. IT Infra	Please provide a floor plan with comm closet locations	See supporting documents, "1070-floorplan" and "1190-floorplan"
43. IT Infra	Is a fax line required and provided by the CITY? Can an eFax line be used?	All additional equipment/service needs must be reviewed and approved by City IT; Transit IT and Transit Facilities
44. IT Infra	Is a TDD/TYY line required and provided by the agency?	No.
45. IT Infra	What kind of radios are currently in use? Brand/Model No. What is the age of these?	Currently MMT utilizes handheld (Motorola XTS2500 Model 1) and dash mounted (Motorola Astro Spectra, XTL1500, XTL2500) that are maintained by City radio and replaced as needed.
46. IT Infra	Please provide an equipment list with radio quantities similar to the PC Inventory	The city has installed dash mounted radio installed all revenue and non-revenue vehicle. There are an additional 6 Motorola handheld radios that can be used by road supervisors and protection operators.
47. IT Infra	How many wall monitors are in use? How large are they? What data is displayed on the monitors?	One wall monitor is in use. This is a 60" monitor and it displays Transit Master.
48. P.59-60, Deviations	Please describe the deviation process, including tasks completed by the customer and tasks completed by the CITY, and the technology used to support deviation requests 1 to 3 days in advance.	<p>The City is still determining the parameters for the deviation process in partnership with its current Contractor. This process will be determined over the next couple of months.</p> <p>At this time, the City does not expect to use any additional technology than what is stated throughout the Scope of Work to support deviation request. This is subject to change based on demand and operational issues that may arise.</p>

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
		Since this process is still being developed, the City understands that additional costs may arise that have not been considered during the RFP process. If that occurs, as stated in Section 6 of the Scope, "...the Proposer may request to negotiate the increased costs. The Proposer will provide a cost breakdown of the increases."
49. P.71, Section 20	Please confirm will be responsible for replacement and upgrades.	The City is responsible for replacement and upgrades, provided the Contractor has not damaged the equipment described in Section 20.
50. P.106, Schedule D	Will you please add a list of non-revenue vehicles to the schedule, noting any special equipment that may be on the vehicle, e.g., a wheelchair ramp?	See supporting document, "Vehicle List". Emergency lights are on Road Supervisor vehicles.
51. RFP P.70, Facilities	May the provider assume moving directly into 1190 Transit Drive, in Dec. 2022 to avoid a second move-in?	The timeline for moving into 1190 Transit drive will be determined upon whether or not it is ready. If 1190 transit Drive is ready by December 1, 2022 for move-in, the Proposer may be allowed to move in at that time provided it does not negatively impact services.
52. RFP P.70, Facilities	May the provider schedule a facility walk-through with the CITY?	Yes.
53. RFP P.70, Facilities	Will you provide the last twelve months of utility bills, or the actual utility cost that provider was responsible for?	The City does not received copies of these utility bills as they are handled by the current Contractor.
54. RFP P.72, On-Board Video	Will you please provide the make, and model of the video system, and describe the primary use case for on-board video?	Vehicle camera systems are Seon – various models. Video utilized for safety and security concerns.
55. RFP P.72	Will the CITY provide a copier, would you please provide the age and replacement schedule?	The City will provide a copier. The age of the copier is currently between 5 and 6 years old. At this time, there is not a specific date for replacement.
56. General	May the provider install DriveCam and Mobileye on/in the CITY vehicles, both revenue and non-revenue?	Not at this time.

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
57. P.111, PC Inventory	Would you please provide the date each asset was placed in service and the replacement schedule?	The PCs in this inventory are approximately 3 years old and are evaluated and replaced by the City approximately every 5 years.
58. RFP P.16 Price Area	This section states, "the Offeror should provide a detailed breakdown of the price for each year of performance." Schedule A only provides a detailed breakdown of year 1 pricing. Should bidders add additional P.s for this detail or will a revised schedule be provided to match the agency's requirements?	The City would like for the Proposers to provide a detailed, line-item cost breakdown for all years of the contract. Please see revised "Schedule A" for update cost breakdown.
59. RFP P.16 Price Area	This section states, "The Offeror's pricing must be competitive as compared to the budget amount". Can the agency provide the budget amount for this procurement?	Please see response to Question 10.
60. RFP P.34 Price Reopener	The contract states, "****Price Reopener: In the event of a significant change to the number of revenue service hours, the Contractor or City may request to renegotiate the terms of payment. A significant change is defined as any expansion or contraction in revenue service hours by more than 15% from one contract year to the next. This 15% is not cumulative and resets every contract year." Can this be revised to be 10% compared to the RFP Hours? The way the language is written, there could be a 14% increase in hours each year hours could change from 252k in year 1 to 425k in year 5. This would be a substantial change in service and costs that would not be contemplated by bidders in pricing based on RFP revenue hours.	Please see response to Question 18.
61. RFP P.58, Section 5 Operation Profile	Please provide revenue, deadhead, and total hours and miles for the last 3 years by type of service.	See supporting documents, "2019...2022 MB NTD Reporting".
62. RFP P.58, Section 5 Operation Profile	This section states, "Revenue service hours during the first year of the Contract are expected to total approximately 251,841." Should those hours be assumed for all years of service? If you expect hours to	Proposers may assume that the estimated RSH for year one of the contract will be 251,841 and years two through five are 259,159.

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
	change each year, please provide the estimated Revenue Service Hours that bidders should assume.	
63. RFP P.59, Section 5 Operation Profile, Revenue Service Hours	This section states, "Future service changes may include services offered that differ from traditional fixed-route service. This may include but is not limited to, dial-a-ride service, commuter service, and deviated fixed-route services. The Proposer will be made aware of any changes." Will proposers be able to reprice based on future changes? The type of services noted in this section (dial-a-ride, commuter, deviated fixed route) will have different cost assumptions than the current service.	If additional costs arise from a different service type, The City and Contractor shall negotiate a rate based on the increase cost. The Contractor shall provide the City a detailed cost breakdown that provides justification for the cost increase.
64. RFP P.61, Section 9 Special Events	Please provide the special event(s) hours expected per year?	The City does not have an estimated number of special event hours. This is expected to be minimal and likely less than 50 hours per year.
65. RFP P.61, Section 9 Special Events	Please confirm that special event(s) hours will be bid based on total hours worked from Clock In to Clock Out to cover all hours worked.	Total billed hours for special events will be based on hours worked from clock-in to clock-out.
66. RFP P.61, Section 9 Special Events	Can bidders propose a special events rate that may be different than the regular variable rates? Often these hours are worked at overtime rates that may require us to pay regularly scheduled drivers more to operate at these times.	No. For special events, the City will allow the Contractor to bill for total hours work, from the time a driver clocks in until the driver clocks out. For special events, vehicle inspection and deadhead are included as billable. Under non-special event service, these hours are not paid by the City, as described in Section 8 of the Scope of Work. Thus, the City already pays a premium rate for special events.
67. RFP P.64, Section 12 Operational Policies and Procedures, 13c Agreement	Please provide the 13c Agreement and please confirm that there are no outstanding employer liabilities that would carry over from the current contract to the new Contractor that needs to be accounted for. As an example, in some cases, there are underfunded pension programs that cause a financial concern	Addendum 2 to be published ASAP in response to this question.

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68. RFP P. 64, Section 12 Operational Policies and Procedures, 13c Agreement	Please provide a listing of current employees with pay rates and seniority. Please include any vacancies.	Addendum 2 to be published ASAP in response to this question.
69. RFP P.64, Section 12: Operational Policies and Procedures, 13c Agreement	What is the driver's starting wage?	Addendum 2 to be published ASAP in response to this question.
70. RFP P.64, Section 12 Operational Policies and Procedures, 13c Agreement	What is the driver's average wage?	The City does not have this information.
71. RFP P.64, Section 12 Operational Policies and Procedures, 13c Agreement	Please provide detail of current benefits offered to employees (medical, dental, retirement, etc.) with current rates and participation.	The City does not have this information
72. RFP P.64, Section 12 Operational Policies and Procedures, 13c Agreement	Please provide CBA (if applicable). Including any applicable amendments and MOU's	The City does not have this information
73. RFP P.64, Section 12 Operational Policies and Procedures, 13c Agreement	Is there a pension in place for any of the current employees? Please provide details	The City does not have this information
74. RFP P.67 Non-Revenue Vehicles	This section states the CITY will provide non-revenue vehicles. Please provide the number, type of vehicles, and mileage for vehicles provided by MMT. Does the current contractor provide any non-revenue vehicles? Please provide the number and type of vehicles.	See supporting document, "Vehicle List".

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
75. RFP P.68 Section 16 Fleet Maintenance	Is the Agency or the Contractor responsible for maintenance and fuel cost for non-revenue vehicles?	The City is responsible for maintenance and fuel costs associated with MMT's non-revenue vehicles.
76. RFP P.70 Section 18 Real Property and Facilities	If a move is required from 1070 Transit Drive to 1190 Transit Drive is the Agency or the Contractor responsible for moving costs.	Proposers should expect that they will have to move during the start-up or transition phase of the Contract and adjust their costs accordingly. The City shall be responsible for moving all City-owned equipment. The Contractor will only be required to move its own equipment.
77. RFP P.70 Section 18 Real Property and Facilities	Do the non-revenue vehicles include a shop truck with a plow and salt spreader? Or is the contractor responsible for providing this equipment for snow removal?	No. Contractor is responsible for snow/ice removal on sidewalks when snow depths are under 2". Contractor shall supply their own ice melt and manual snow removal tools. Snow depths over 2" will be cleared by City Landscape Contractor.
78. RFP P.96, Exhibit 9 Liquidated Damages	Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract.	See supporting document, "LD & Monthly Invoices".
79. RFP P.110 and 111 Schedule E Equipment List	Will the agency or the contractor be responsible for the replacement of the equipment listed on Schedule E. What equipment items is the contractor responsible for providing?	The City is responsible for the replacement of the items listed in Schedule E that require replacement due to general wear and tear. The Contractor shall replace those items that were damaged or destroyed due to its own negligence. As stated in Section 20 of the Scope of Work, "If the Proposer believes that additional resources are needed that exceed the aforementioned items of this Section, the Proposer shall include in its proposal a description of additional resources and why they are needed. The Proposer shall be solely responsible for maintenance of all Proposer-owned equipment."
80. Schedule A Pricing Template	What is the current rate paid to the contractor for the existing service?	For Option Year 1 (May 1, 2022 through April 30, 2023), the City pays its current Contractor at the following rates:

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
		RSH Rate: \$54.56 Monthly Fixed Rate: \$288,181.22
81. Schedule A Pricing Template	Please provide invoices for the last 12 months.	See supporting document, "LD & Monthly Invoices".
82. Schedule A Pricing Template	Please clarify how the prices will be evaluated; will they be evaluated based on the year 1 price, base term, or full-term?	The City will evaluate pricing taking into consideration both the base year as well as the full term.
83. Schedule A Pricing Template	Is any bid bond or performance bond required?	Bonding is not required for this project.
84. Schedule A Pricing Template	Are there any tolls that the contractor would be responsible for? If so, please provide the last 12 months of tolls	There are no toll ways within the service area of MMT. If the Contractor travels outside of the service area and acquires tolls, those tolls shall be the sole responsibility of the Contractor.
85. Schedule A Pricing Template	Please confirm if the Agency or the contractor is responsible for the cost of vehicle licensing for Agency-provided revenue and support vehicles.	The City is responsible for vehicle licensing.
86. Schedule A Pricing Template	Will vehicles be made available for startup and training purposes? If so, how many?	Proposer shall inform the City of the number of vehicles needed for start-up and training purposes. The City will coordinate with the successful Proposer to determine the number of vehicles needed.
87. Schedule A Pricing Template	Will training rooms at the client's facility be made available for startup and training purposes?	The City will make available a location to the Contractor for start-up and training purposes. This location will be dependent upon the completion of 1190 Transit Dr. and will be decided during the negotiation phase.
88.	Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.	Please see question 80 for variable and fixed rates. See supporting document, "LD & Monthly Invoices".

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89.	Please clarify how the prices will be evaluated; will the full contract term be considered or only the Year 1 price?	Please see question 82.
90.	Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.	At Contract commencement peak pullout for weekday service is expected to be 52, on Saturday it is expected to be 31, and on Sunday it is expected to be 23. On or around April 24, 2023, weekday peak pull out is expected to increase to 53. When this Contract begins services associated with the downtown shuttle that is estimated to increase peak pull out on the weekdays by 5 and on the weekends by 4. The City has not defined peak service hours
91.	Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?	See supporting document, "Vehicle List".
92.	During the transition, how many vehicles will be made available to the incoming contractor to perform training?	Please see question 86.
93.	Will the deviated fixed route service have a premium fare for route changes?	The deviated service is expected to have the same fares for deviations as it does for the regular route service.
94.	Please provide a listing of any liquidated damages charged, held in abeyance, forgiven or incentives earned or held in abeyance or forgiven over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract.	See supporting document, "LD & Monthly Invoices". Please see Question 140.
95.	Please state current contractor's percent of DBE services/products in the contract.	There was no DBE requirement in the current contract.
96.	Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.	The positions as required by the City include the following: General Manager, Operations Manager, Safety and Training Manager, Human Resources Manager, Dispatchers, Supervisors, and Vehicle

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		Operators. All of these are dedicated 100% to this contract. The current Contractor may refer to these positions by different titles.
97.	We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.	Please see Question 68.
98.	Are the current drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement and the contact name and number for the union representative.	The current drivers are part of a Labor Union. The City does not have a copy of the current Labor Agreement. The City does not have the phone number for the Union Representative.
99.	Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible.	The City does not have this information.
100.	How many years has the existing contractor held this contract including extensions?	The current contract is in its second year with the current Contractor.
101.	Please provide copies of the last twelve months of management reports from the current Contractor.	The City does not have this information.
102.	Please provide copies of the last twelve months of invoices from the current Contractor.	See supporting document, "LD & Monthly Invoices".
103.	Please provide a copy of the current contract for these services.	If you would like to request a copy of the current contract, please submit the request through the Colorado Open Records Act page at www.coloradosprings.gov .
104.	Please consider extending the due date for proposals two weeks to Thursday, June 30, 2022.	Please see response to Question 36.

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105.	Please provide the operating miles, which we need for insurance pricing.	The City estimates that in 2023 3,657,507 miles will be operating miles.
106.	The Schedule A – Pricing Template has an error on row 45. Please distribute a revised template.	Please see revised “Schedule A” for correction.
107.	Please provide the make, model and year of the provided nonrevenue vehicles.	See supporting document, “Vehicle List”.
108.	Please state what nonrevenue vehicles, if any, are being provided by the current contractor.	The current Contractor has one vehicle that it owns that is used by the General Manager.
109.	Will the City consider implementing Zonar pre and post trip functionality, with coordination and training for the maintenance contractor?	Not at this time.
110.	Will the contractor be allowed to add DriveCam units to each revenue and nonrevenue vehicle provided by the City?	Not at this time.
111.	Will contractor have direct access to Trapeze for the project?	Yes.
112.	How will route deviation needs be communicated?	Passengers requesting deviations will do so with the Contractor.
113.	Please describe how the service for the downtown shuttle is currently being provided.	Please review Sections 5 and 15 of the Scope of Work for additional information on the shuttle. All shuttle drivers under the present contract are required to have a CDL.
114.	Please provide the current runcut for the existing service.	See supporting document, “Spring 2022 Runcut”
115.	Is there an SOP in place that can be provided for determining which contractor is responsible for the cost of a tow? If so, please provide it.	The Proposer would be responsible for towing costs. The City does not have an SOP for this as the Contractor provides this action.

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116.	Please consider making the option years available through mutual consent of the contractor and Mountain Metropolitan Transit.	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.
117.	Please list the agency employees authorized to make changes as described in #11 on page 38.	The City shall appoint the appropriate employee(s) for the changes described in #11. Depending on the circumstances and monetary threshold, these positions may vary and are subject to change.
118.	Please provide the current rates of compensation paid to the incumbent contractor.	Please see question 80.
119.	<p>Change in Scope of Services - Please modify Page 37, Section 11 “Changes”, by adding the following language:</p> <p>Customer shall give Contractor no less than thirty (30) days written notice of the intent to implement major service revisions, and if justified, the parties shall renegotiate the applicable rates and determine the feasibility of such service revisions. Any changes in scope shall be documented by written amendment executed by both parties. An increase or decrease in service hours in excess of 10% of the current service levels within a contract year will justify a rate adjustment. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the contract at the original rates or terminate the Contract upon ninety (90) days written notice.</p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.
120.	<p>Change in Law - Please modify by adding the following language: <i>Notwithstanding any contrary statements in the Contract or in any documents</i></p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may

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	<p>incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the bid specifications of Customer (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped passengers, which require added transportation equipment). Contractor, upon written notice to Customer, may request a renegotiation of the Contract which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Contract resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Contract upon thirty (30) days' notice.</p>	<p>be grounds for rendering the proposal unacceptable without further discussions.</p>
121.	<p>Force Majeure – Please modify by adding the following language: Contractor shall be excused from performance hereunder, and Customer shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, pandemic, governmental / executive order, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor, or renders Contractor's performance of this Agreement commercially</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p>impracticable, excessively difficult, expensive or harmful for Contractor’s employees to perform.</p>	
<p>122.</p>	<p>Indemnification – Please modify Page 39, Section 15 “Indemnification” as follows: Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract. Contractor’s indemnification obligations apply unless claims or damages arise out of negligence or wilfull misconduct of the City.</p> <p>To the extent permitted by law, Customer shall defend, indemnify and hold harmless the Contractor, its officers, agents and employees, any and all claims, including claims of negligence, costs and expenses, including but not limited to reasonable attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of Contractor in the performance of their duties or</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p>otherwise), or damage to property (including property of Customer or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.</p>	
123.	<p>(a) Labor/Employment - Please modify Page 45, Section 26 “Labor”, as follows: The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project. <u>Any request to remove an employee from service under the contract shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law. Customer agrees to allow Contractor to abide by any court mandated reinstatements.</u></p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
124.	<p>(b) Labor/Employment - Please modify Page 64, Section 10 “Right to Require Removal” as follows: Right to Require Removal: MMT reserves the right to require removal of any Proposer employee from involvement with the provision of services outlined in this Scope of Work. In the event such a request is made, MMT will notify the Proposer in writing and the Proposer will immediately remove the employee from any and all performance of duties or obligations under this Scope of Work. MMT will not instruct the Proposer in matters related to discipline or termination. <u>Any request to</u></p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p><u>remove an employee from service under the contract shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law. Customer agrees to allow Contractor to abide by any court mandated reinstatements.</u></p>	
125.	<p>Liquidated Damages – Please modify Page 61, Section 8 “Liquidated Damages” paragraph by adding the following language: <u>Customer must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within 30 days of its occurrence. No liquidated damages shall be assessed during the first 30 days of any Agreement year. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide specifics regarding the occurrence, including a reference to the contract provision at issue as well as all information necessary for Contractor to review the claim. This Agreement does not provide for a Customer unilateral right to set-off and Customer cannot deduct the liquidated damages from payment due Contractor until Contractor has confirmed in writing (email is an acceptable form of writing) to the Customer that the claim and amounts are appropriate.</u></p>	Not acceptable.
126.	<p>Payment Terms - Please modify Page 48, Section 33 by adding the following language: <u>Customer shall pay each invoice within forty-five days after receipt of invoice. In the event sums due and payable are not received within forty-five (45) calendar days, a late charge of 1.5% per month, of the outstanding balance will be assessed</u></p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

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	<p><u>upon the account. In the event non-disputed amounts remain outstanding after sixty (60) days, Contractor may suspend service until such time as all amounts are paid or terminate in accordance with this contract.</u></p>	<p>The City will not pay late penalties or charges.</p>
<p>127.</p>	<p>Prohibition against Assignment – Please modify Page 38, Section 12 “Assignment” as follows: No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. <u>Notwithstanding the foregoing, Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise Customer of such assignment or transfer.</u> In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:</p> <p>It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
<p>128.</p>	<p>Termination for Convenience – Please modify Page 42, Section 22.A “Termination for Convenience” by adding the following language: By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract,</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p>and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The Agreement may be cancelled by either Party, without cause, upon ninety (90) days advance written notice. Upon receipt of the notice of termination under this section, Contractor shall (i) immediately stop all work as specified in the notice of termination; (ii) not enter into new subcontracts for materials, services, equipment, or facilities, except as necessary to complete services through the effective date of termination; (iii) terminate all subcontracts to the extent they relate to the work terminated. Within ninety (90) days after the effective date of termination, Contractor may submit to Customer a claim reflecting (x) the cost of services performed prior to the effective date of termination and (y) reasonable charges that Contractor can demonstrate to the</p>	

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	<p>satisfaction of Customer using its standard record keeping system have resulted from the termination. Further, Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process. Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience.</p>	
129.	<p>Termination for Cause – Please modify Page 43, Section 22.B “Termination for Cause”, paragraph after Section viii as follows: If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the event of Default <u>and Contractor shall have thirty (30) days in which to cure default.</u> If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor’s services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor’s tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>

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	<p>(without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.</p>	
130.	<p>Termination for Lack of Funding – Please modify Page 37, Section 10 “Appropriations of Funds” by adding the following language: In the event funding is restored, Contractor shall have the right of first refusal to resume providing services to Customer in accordance with the Agreement.</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
131.	<p>Wage Protection - Please modify by adding the following language: In the event market conditions dictate that employee wage increases are necessary, including adjustments for hazard pay required due to a state of emergency or other governmental action or</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may</p>

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	<p>legislative mandate, the Customer agrees to enter into negotiations with the Contractor to mitigate the financial impact of any increased wages on the Contractor. In the event the Customer and the Contractor cannot come to a mutual agreement, <u>the Contractor has the right to terminate the Agreement. The Contractor will provide the Customer with ninety (90) days written notice prior to termination.</u></p>	<p>be grounds for rendering the proposal unacceptable without further discussions.</p>
132.	<p>Please provide the current rates of compensation paid to the incumbent contractor.</p>	<p>Please see question 80.</p>
133.	<p>Please provide a 3-year history of all liquidated damages assessed under the current contract.</p>	<p>See supporting document, "LD & Monthly Invoices".</p>
134.	<p>Are the incumbent employees organized under a labor union? If so, please provide the current or most recent copy of the collective bargaining agreement and any extensions.</p>	<p>The incumbent employees are under a labor Union. The City does not have a copy of the collective bargaining agreement.</p>
135.	<p>Please provide the current contract with the incumbent and all amendments since its inception.</p>	<p>If you would like to request a copy of the current contract and all amendments, please submit the request through the Colorado Open Records Act page at www.coloradosprings.gov.</p>
136.	<p>Please provide copies of all incumbent contractor invoices for service delivery for the past 12 months.</p>	<p>See supporting document, "LD & Monthly Invoices".</p>
137.	<p>Please provide the most recent incumbent employee seniority list for all positions with current wage rates.</p>	<p>The City does not have a list of current wage rates based on seniority for incumbent employees</p>
138.	<p>Please provide all available information regarding the incumbent employees' health plans, including plan descriptions, premium amounts, employer/employee cost sharing percentages and overall plan participation.</p>	<p>The City does not have this information.</p>

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139.	Please provide a three-year history of all total revenue and deadhead hours and miles operated under the current contract.	The current contract has been in use for only one year. See supporting document, "2019...2022 MB NTD Reporting".
140.	Are the liquidated damages listed in the RFP different than those contained in the current contract?	The current contract and this RFP have the same liquidated damages with one exception. A liquidated damage has been added for "missed revenue service hours" in this RFP.
141.	If liquidated damages have changed from the current contract, please identify the specific changes.	Please see question 140.
142.	Please provide operations performance data for the past 3 years upon which liquidated damages in the new RFP will be judged.	See supporting document, "LD & Monthly Invoices".
143.	Will the agency provide space at the current facility for the new contractor to conduct transition activities such as interviewing, hiring and training of employees during the startup period?	Please see question 87.
144.	How many revenue vehicles will the agency provide to an incoming contractor for purposes of training?	Please see question 86
145.	Please provide an organization chart and listing of current staff.	The City does not have an organizational chart for the Contractor.
146.	Please provide the miles per gallon for the revenue vehicle fleet for revenue and non-revenue vehicles.	City provides fuel for revenue and non-revenue vehicles.
147.	Please provide a history of any facility cost/utilities paid by the contractor for the past 3 years.	The City does not have copies of the utilities paid by the current Contractor.
148.	Please provide floor plans for all facilities.	See supporting documents, "1070-floorplan" and "1190-floorplan".
149.	Please confirm who is responsible for environmental assessments / Phase 1 assessments / stormwater plan/permitting at any/all locations?	Environmental assessments, Stormwater and SPCC plans are the City's responsibility to maintain.

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		Contractor is required to abide by the standards and requirements set forth in those plans.
150.	The contract base term is one year long, is the City willing to lengthen the base term to three years to avoid placing all capital costs into the one-year base term?	Per Section 6-109.1 Contract Duration of the City Procurement Regulations: The normal procedure for Contracts that are longer than one (1) year in duration will be to write them on a yearly basis with an option to extend provision that will be exercised at the sole discretion of the City each year
151.	Please confirm how many revenue hours bidders should bid each year for this RFP.	Please see question 62.
152.	On the pricing page, please confirm RSH Estimate is total variable cost divided by estimate revenue hours, and please provide estimated revenue hours.	The variable cost is determined by dividing the total variable cost by the estimated revenue service hours. Please see revised "Schedule A" for estimated revenue service hours.
153.	Does the Contractor need to provide any network cabling or facility IT upgrades?	No
154.	What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?	None.
155.	What up/down bandwidth is available to the Contractor on the Agency internet service?	1GB can be delivered to the City desktop.
156.	Please confirm Contractor can install their own managed router and switch for segmented VLAN on-site	All additional equipment/service needs must be reviewed and approved by City IT; Transit IT and Transit Facilities.
157.	Please provide detail on the office/facility internet connections in each work area (floor plan if possible).	Phone and PC per office/workstation. See supporting documents, "1070-floorplan" and "1190-floorplan".
158.	Is there rack space available for Contractor servers, switch, routers, etc.?	All additional equipment/service needs must be reviewed and approved by City IT; Transit IT and Transit Facilities.

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159.	For the Agency provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies.	City and Transit IT departments have SLA's for City Telephone Systems. The awarded Proposer may request additional information from the assigned project manager.
160.	Could you please provide the current vehicle blocking, runcut, and weekly roster in order to more accurately cost the service in its current state?	See supporting documents, "Spring 2022 Runcut" and "Spring 2022 Roster".
161.	Exhibit 5, Section 12 states that "MMT is responsible for the development and approval of all run-cuts." If Proposer has resources and software available for run-cut development, is there enough flexibility in this area to allow Proposer to develop their own run-cuts, subject to MMT approval?	The Proposer may submit its own run-cuts for consideration by MMT. MMT gives no guarantee that it will utilize what the Contractor has provided.
162.	What is the total number of union employees by union?	The City does not have this information.
163.	What is the total number of non-union employees?	The City does not have this information.
164.	<p>What are the current benefit plan designs for medical, dental, vision, life, and disability for union and non-union, separately?</p> <p>a. Please provide any available information, such as Summary Plan Descriptions (SPDs).</p> <p>b. What is the benefit eligibility waiting period (i.e., 0, 30, 60, or 90 days)?</p> <p>c. Please provide employee demographic data with date of birth, gender, home zip code, and current benefit coverage tier.</p>	The City does not have this information.

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RFP P. # and Section title	QUESTIONS	MMT RESPONSE
165.	<p>Retirement</p> <p>a. What retirement benefits (i.e., 401(k), pension, 457 plans, retiree medical, retiree life, etc.) are offered to union and non-union Employees, separately?</p> <p>b. What are the employer contributions (401(k) match, nondiscretionary 401(k) contributions, pension contributions, etc.)?</p> <p>c. What is the vesting schedule?</p> <p>d. What is the eligibility period?</p> <p>e. For 401(k) or 457 plans, what percentage of employees are actively deferring and what is their average deferral rate?</p>	The City does not have this information.
166.	Please provide copies of the Spill Prevention Control and Countermeasure Plan(s) and Stormwater Plan(s) referenced in Exhibit 5, Section 12 and again in Section 18.	These plans have not yet been created for 1190 Transit Drive and no plan is required for the existing administrative location. See supporting document, "SPCC_Transit Campus" for a copy of the current plan for the Transit Campus.
167.	Please provide a copy of a Phase I Environmental Site Assessment for the 1190 Transit Drive location, if available.	See supporting document, "Phase I Update.23167140.1 Transit Drive"
168.	<p>EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS - Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily Injury.</p> <p>Commercial General Liability policies are written on an occurrence basis. We can provide \$1,000,000 per occurrence and in the aggregate, please confirm this is acceptable.</p>	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.
169.	Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to	All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and

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	<p>any cancellation, non-renewal, or material changes to policies required under the contract.</p> <p>The industry standard is to provide Notice of Cancellation 30 days, 10 Days for Non-payment, the current Cancellation language found on the standard ACORD form is "Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions". Please confirm this is acceptable.</p>	<p>conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>
170.	<p>Would the City of Colorado Springs please provide the precise number of revenue hours in each year so bidders will be utilizing the same baseline numbers in order for the client to make similar comparisons between proposals?</p>	<p>Please see question 62.</p>
171.	<p>Would the City of Colorado Springs please consider lowering the threshold of service level changes that trigger the price re-opener to a 10% threshold?</p>	<p>All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>