

## PARATRANSIT RFP-2018-MA-03

### QUESTIONS, ANSWERS, AND CLARIFICATIONS NUMBER 3

1. Request that extension years be exercised by mutual written agreement. (7)  
**CCCTA rejects this request.**
2. Are the current staffing levels adequate for the needed service? (9)  
**Current staffing levels were determined by the incumbent.**
3. Once the MDT's are provided by County Connection and operational, will drivers need to also do a duplicative daily paper manifests and be required to be turned in? (49)  
**The goal is to phase out paper manifest.**
4. Please confirm the RFP includes a new Liquidated damages section that was not in the previous contract. (52)  
**Confirmed**
5. Please confirm that contractor will be required to provide CPR/first aide as a new training requirement. (68)  
**Confirmed**
6. Will CCCTA consider removing the fingerprint portion of the criminal background check requirement? (68)  
**Only if the contractor can provide another form of background check methodology which encompasses an extensive check.**
7. Request that termination section include a minimum notification period of sixty (60) days and that termination for default include a cure notice period with a minimum thirty (30) day period to cure the default. (103)  
**PLEASE INCLUDE THIS REQUEST WITH YOUR PROPOSAL SUBMITTAL AS AN EXCEPTION TO CONTRACT TERMS**
8. Request that any termination clauses for the facility lease be tied to the revenue contract termination clauses/terms. Proposals are based on having access and use of the CCCTA facilities.  
**Confirmed. Adjustments will be made to bring the two inline.**
9. Part I, Section 21: Pursuant to California Labor Code 1072, please provide the current CBA (with any side letters or MOUs), the number of employees who are performing services under the service contract (include any open positions and all employee types exempt/nonexempt/bargained/non-bargained) and the wage rates, benefits, and job classifications of those employees. Providing this information is required and

allows for bidders to accurately account for the transition of the incumbent employee workforce in their price proposals and further, for bidders to be eligible to receive the 10-point preference outlined in this RFP section.

**The Safety Manager Position is currently open. Please see Questions, Answers and Clarifications Number 2 for CBA information**

10. Part II, Item H.: Is DriverMate in use today and if so, when was it put into the operation (month/year). Please also provide a list of all on-board equipment in use today and indicate whether it is provided by County Connection or County Connection.

**DriverMate is in the process of being installed. The timeframe for Trapeze to complete installation is August. Pending all phases of the installation process are completed on time. The incumbent has installed Geo-tabs to keep track of the vehicle. GeoTabs, belong to the incumbent.**

11. Exhibit G and H: Please confirm that the "Paratransit Facility Use Agreement" runs concurrent with the "Agreement for Professional Services for ADA Paratransit Services". In other words, so long as the contract is operating under the Agreement for Professional Services, the Facility Use Agreement will be in place.

**Confirmed**

12. Part II, A. Liquidated Damages: Please provide an annual history for any Liquidated Damages incurred by the incumbent contractor, including the amount/type? If none have been incurred, can County Connection provide bidders with the current performance based on the standards outlined in this section?

**Please see MOPS for current performance standards. No liquidated damages have been incurred for performance standards because it was not written into the current contract.**

13. Part II, Item F.: Is County Connection responsible for the cost of engine and transmission replacements?

**No, The Contractor is.**

14. Part II, Item F, b. Tires: Does County Connection allow the use of recaps?

**No**

15. Exhibit G, page 94, Item 8: Will County Connection consider modifying the indemnification language to excuse the contractor from indemnifying for negligence on the part of County Connection, and its directors, officers, agents and employees.

**PLEASE INCLUDE THIS REQUEST WITH YOUR PROPOSAL SUBMITTAL AS AN EXCEPTION TO CONTRACT TERMS.**

16. Exhibit G, page 103, Item 17: If there is a termination for default, will the contractor be given notice of the grounds of the default and an opportunity/timeframe in which

to cure? If there is a termination for default or convenience, how much notice will be provided to the contractor?

**PLEASE INCLUDE A REQUEST FOR TERMINATION NOTICE REQUIREMENTS AND OPPORTUNITY TO CURE SAME WITH YOUR PROPOSAL SUBMITTAL AS AN EXCEPTION TO CONTRACT TERMS.**

**Questions, Answers and Clarifications Number 4 to follow.**