



To: All Interested Parties

From: Sandra Amorim  
Procurement and Contracts Manager  
Monterey-Salinas Transit District

**Re: RFP #22-01 Contract Transportation for Operation of MST Rides ADA & Special Transportation Paratransit Services and Other Dial-A-Ride and Fixed-Route Transit Services – Addendum Number 3**

This Addendum Number 3 to the above referenced RFP responds to questions received with the MST response. There were questions where the information is not readily available and therefore not answered.

This addendum is posted to MST's website at [www.mst.org](http://www.mst.org) and emailed directly to those who submitted questions.

	<b>Question</b>	<b>Response</b>
1	General: Would MST allow bidders to schedule a site tour to the facilities? If so, would MST allow a secondary questions deadline to ask any follow up questions related to the visit?	A facility tour is being held on Friday, October 1, 2021, at 9:00 a.m. at 4512 Joe Lloyd Way, Seaside, California, 93955.  MST will make every effort to respond to questions if time allows.
2	General: Would MST allow bidders to ask follow up questions if clarity is needed regarding MST responses to bidder questions?	MST will make every effort to respond to questions if time allows.
3	General: Please provide the required CA Labor Code 1070-1074 information regarding the existing workforce. This information should include a copy of the Collective Bargaining Agreement along with any side letters or MOUs, a seniority list, and a description of benefits provided. Please ensure that	See enclosed Addendum No. 3 Response Document, MV Collective Bargaining Agreements

	data for bargained and non-bargained employees is provided.	
4	General: To provide bidders with the same information the incumbent provider has regarding the service and to allow proper analysis, please provide a copy of one month of service data for a representative time period from within the current Trapeze database. This data should include all events (including picks, drops, pull-out, lunches, breaks, pull-in, etc.) for a normal month excluding holidays and reporting to a .xls file format for importing. Providing this information will allow bidders to provide cost effective proposals for the paratransit service and present opportunities for service improvement. Instructions for the query execution are included in the .sql file submitted with these questions.	Information not available
5	General: Please provide a copy of the current contract and amendments with the current contractor along with the last 12 months of operations reports and invoices.	See Addendum No. 3 Response Documents, MV Contract and Amendments Copies  See Addendum No. 3 Response Documents, Invoices - 12 months (FY 2021)
6	General: Is the blocking of fixed route vehicles the responsibility of MST, or is it Contractor's? If it belongs to MST, could you please provide the vehicle blocking for the current service?	MST shall be responsible for the blocking of services within Service Model B.  See Addendum No. 3 Response Documents, August 2021 Block Sheets
7	RFP, Page 3: Given that all required pricing is variable, either by the revenue hour or trip, would MST consider reducing this threshold to 10%? Contractors will incur certain fixed costs that will not vary with the service level. Reductions up to 20% will result in financial hardship to the contractor unless either a fixed & variable rate structure is put into place, or the	MST will not consider reducing the threshold to anything lower than 20%.

	renegotiation threshold is lower.	
8	RFP, Page 3: Does the renegotiation percentage apply to the initial contractual hours or the hours over the full base contract term?	The renegotiation percentage of 20% shall apply to the hours over the full base contract term.
9	RFP, Page 3: For Service Model B does the renegotiation percentage apply to the initial 63,400 total RVH to be provided in year one, or to the 50,000 RVH to be provided in years 2 – 5, or both?	Year 1- 63,400 VRH Year 2-5 50,000 VRH
10	RFP, Page 3: Under the combined option, does the renegotiation percentage apply to the total RVH awarded to a contractor, or by individual Service Model?	Update to: MST reserves the option to order an increase or decrease in overall quantity of scheduled VRH for the entire contract by up to 20% which shall not be considered a change in the Scope of Work.
11	RFP, Page 21: How many phone lines are in place today and has this been sufficient to meet the expected performance measures?	There are 8 phone queues in place. The performance standard for call hold times is currently not meeting minimum standards.
12	RFP, Page 22: Please confirm reservation hours are also 8:00 a.m. – 5:00 p.m. on the weekends.	Page 22: 3.7.5.2 That all MST RIDES ADA & ST reservations are taken from 8:00 AM to 5:00 PM on weekdays and 9:00 a.m. to 5:00 p.m. on weekends for next day service and may be taken up to seven (7) days prior to the date of service.
13	RFP, Page 30: Please confirm the definition of Vehicle Revenue Hour for the fixed route service includes recovery (layover) time.	A Vehicle Revenue Hour (VRH) includes recovery (layover) time.
14	RFP, Page 30: Please confirm that MST will compensate the contractor by one revenue method under section 3.13, Elements of Compensation that will remain in effect for the term of the agreement.	The method of compensation will remain in effect for the term of the Contract. Any changes to the method of compensation will be formalized in a contract amendment.

15	RFP, Page 37: Does MST manage radio dispatch for Service Model B services? If so, is the expectation that the contractor staff would consist of only window dispatchers? Are there hours that the contractor must provide radio dispatch and window dispatch and if so, what are these hours?	4.3.1.1.1 During its hours of operation, MST's Communications Center shall oversee the direct service dispatching for all Contractor-operated fixed-route services. MST On Call dispatchers... provided by Contractor.  MST will remain solely responsible for overseeing fixed-route service dispatching.
16	RFP, Page 44: Will MST permit the contractor to install Lytx DriveCam and Mobileye equipment on its vehicles?	Yes
17	RFP, Page 48: Will MST please provide the record of annual cost during a representative time period for repairs and maintenance of the reels, hoses, and compressors and the on-site generator.	MST provides two air compressors, two oil storage tanks, one waste oil storage tank, and one waste antifreeze storage tank.  All other equipment including lifts, one air compressor, reels, hoses, the on-site generator, tire equipment, etc. are provided by Contractor. Records of Contractor annual maintenance costs and repairs for this equipment are not available.
18	RFP, Page 49: Please update the provided fleet lists to include the contingency fleet vehicles and columns indicating: a. Year the vehicle is planned to be replaced b. Current odometer readings for each vehicle c. Make and Model of engines d. Mileage of last replacement of major component	MST Contingency Fleet is comprised of directly operated vehicles only. Contractor-operated vehicles are not kept in the MST Contingency Fleet.
19	RFP, Page 50: Please provide a list of any equipment it will provide the contractor in regard to maintenance i.e. Lifts?	Refer to question #17
20	RFP, Page 55: Please provide the requirements for vehicle detailing regarding tasks and frequency.	Refer to 5.3.1, page 55.  When a bus is put into service the interior is sanitized the same day after completion of

		<p>service. Sanitation includes wiping all surfaces with a hospital grade sanitizer including the driver's compartment and either wiping or treating all seats with sanitizer. Sweeping, then mopping the bus and allowing the air dry. Detailing the interior and exterior of vehicles is performed weekly or as needed.</p>
21	<p>RFP, Page 69: Please provide a detailed list of penalties assessed against the current contractor for the last 3 years. Further, how has MST handled the impact of pandemic-related failures to meet the required standards? For example, provided system statistics show that the Base Productivity Threshold for the RIDES and ST program has not been met since the onset of the pandemic. Has MST waived these and other pandemic-related damages?</p>	<p>MST suspended all penalties and liquidated damages with the onset of the pandemic. As of July 1, 2021, MST resumed assessing liquidated damages; however, penalties for productivity have not resumed due to reduced and fluctuating ridership.</p>
22	<p>RFP, Page 92: Please provide a list of subcontractors providing service for MST under this contract today?</p>	<p>The current providers of taxicab service are Salinas Yellow Cab and Central Coast Taxi.</p>
23	<p>RFP, Page 97: Please confirm the payment term is 30 days from acceptance of invoice.</p>	<p>The payment terms are Net 30 days.</p>
24	<p>RFP, Page 100: Would MST consider increasing the period within which the contractor has the right to cure a default from five to ten days.</p>	<p>The response to cure a default must be completed within 5 days unless other terms are agreed to by MST on a case-by-case basis.</p>

25	RFP, Page 104: Please confirm whether there is a specific DBE contract goal and whether a GFE is required.	<p>MST does not set contract goals, nor is there a Good Faith Efforts (GFE) burden of proof. MST has in place a race neutral program, we have specific language that we are allowed to add to our prime contracts, per our DBE Program:</p> <p>“Section 26.53 Good Faith Efforts Procedures</p> <p>Demonstration of Good Faith Efforts: §26.53(a) &amp; (c)</p> <p>Monterey-Salinas Transit will not use contract goals to meet any portion of its overall goal in accordance with its commitment to use race-neutral means of facilitating DBE participation.</p> <p>MONTEREY-SALINAS TRANSIT has established a race-neutral goal of 1.5% for DBE participation in its DOT-assisted contracts. MONTEREY-SALINAS TRANSIT encourages its prime contractors to use DBE firms to the extent possible in all sub-contracting opportunities.”</p>
26	RFP, Page 104: Please provide a list of DBEs used for this contract today.	Teams by Design, 707-427-3595; Connie Tualla, President; Sacramento, CA 95834
27	RFP, Page 183: Please confirm if cyber liability is the coverage MST is seeking.	Yes, as stipulated on pages 198 through 201.
28	RFP, Page 183: Industry standard 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 whether MST will revise the contract to the industry standard.	MST needs to be provided with advance notice that the insurance will be cancelled, and therefore cannot accommodate the request as written.
29	Attachment A-14 and B-01: Will MST please provide the annual mileage for	See Addendum No. 3 Response Documents, MST Vehicle Fleet - 3 Year Annual

	the vehicles for the last three years?	Mileage.pdf
30	Attachment B: Several of the schedules provided in Attachment B are pre-COVID, including the following Lines that are not currently operational: 4, 7, 8, 21, 46 & 48. Please confirm that these schedules are part of the anticipated VRH for the service beginning July 1, 2022.	All schedules provided in Attachment B have been performed by Contractor in the past and are provided for reference only.  Block Sheet for the current service schedule are attached and are likely to change by July 1, 2022 – See Addendum No. 3 Response Documents, August 2021 Block Sheets
31	Attachment B: Some of the schedules are missing key information. Lines 2, 16 and 46 only include route maps and are missing the timetables. Line 4 indicates no PM trips. Line 7 only has the weekend timetables included. Can MST please provide the missing information?	Please see question #30
32	Sample Contracts: Please confirm the option to extend is by mutual agreement as noted in the sample agreements vs. Section 10.16 of the RFP.	The option to extend will be by mutual agreement.
33	Sample Contracts/Pricing Forms: The sample contracts for all Service Model combinations contain reference to different service volumes than are required on the pricing forms. For Service Model A, on RFP page 176 the sample agreement specifies 53,000 annual RVH and 67,000 passenger trips. The pricing form on page 171 specifies 63,000 annual RVH and 90,000 trips. For Service Model B, RFP page 178 specifies 43,000 annual RVH, while the pricing page on page 173 lists 50,000 RVH for fixed route and 13,400 for On Call in year one. Please clarify which hours and/or trips bidders are to assume?	A revised pricing form in Excel format is being developed. This form will capture startup costs, and fixed VRH for Service Model A and B. It will also provide a summary sheet. Revised pricing form will be available October 1, 2021.

34	Please clarify the Contractor's responsibility regarding Trapeze PASS (i.e. who provides / pays for the license fees and necessary equipment such as Mobile Data Terminals?). Would MST be open to alternative RSDS solution?	The current Contractor maintains the license for Trapeze PASS. MST owns the equipment such as the Mobile Data Terminals. MST will consider alternative software solutions for routing, scheduling, and dispatching for paratransit. Refer to Section 3.7.3 Mobile Communication Equipment / Software for more details.
35	Please clarify who pays for fuel - MST or the Contractor? If the Contractor, what fuel price should proposers assume?	MST pays for fuel. Contractor assumes no cost for fuel.
36	Can the Contractor supplement MST' revenue fleet with their own vehicles as an alternative to Taxi Subcontractors?	No
37	Can MST confirm that both a full-time General Manager and Project Manager are required for this operation, in addition to an Operations Manager? If so, would MST consider an offsite Project Manager?	MST will consider an offsite Project Manager. The schedule and hours of coverage will need to be mutually agreed upon.
38	"Contractor agrees to credit MST every month a prorated dollar amount per Contractor-owned revenue vehicle operated out of Facility." - If the Contractor provides dedicated revenue vehicles to supplement MST' base fleet, does this term still apply? If so, what is the amount the Contractor should assume per revenue vehicle?	These terms will be negotiated on a case-by-case basis.
39	"As per the RFP, ""Contractor agrees to pay for all internet and telecommunication access expenses. MST shall, at its sole expense, establish the infrastructure for access to high-speed internet service to Facility." -	MST shall, at its sole expense, establish the infrastructure for access to high-speed internet service to Facility.  The Contractor agrees to pay for telecommunications expenses, such as, telephone services or voice over internet protocol (VOIP).
40	Please confirm that the Contractor is responsible for all Internet costs,	MST shall be responsible for internet or wireless communication for on-board

	including Wi-Fi for on-board equipment such as MDTs."	equipment such as MDTs.
41	Please clarify when the Start-Up period commences and how Proposers should treat such costs, including how MST will reimburse those costs (i.e., monthly during the transition period).	MST anticipates a 6-month start-up period. The startup costs should be detailed and listed clearly. MST will pay all expenses in arrears and receive one monthly invoice for payment.
42	Section 3.2 of the RFP states that MST will provide "39 cutaway minibuses and 3 minivans", implying 42 vehicles. However, Section 3.11 states "MST has a total of 39 accessible vehicles available for the provision of services within this Scope of Work." In addition, Attachment A-14 lists 39 vehicles. Please confirm how many vehicles will be provided under Service Model A.	Revise to: "39 cutaway minibuses, including 3 minivans." There are 39 accessible vehicles in the current contract transportation fleet.
43	In order for proposers to comply with CA Labor Code requirements, could MST please provide a detailed organizational staffing list with the following attributes - name of position, service model (A or B), seniority date / date of hire, wage rate, and benefits election.	Please see RFP section 3.1 for Model A, see RFP section 4.0 for Model B – counts of persons by service model are specified. Please refer to the three labor code 1070 summary documents that were provided to all bidders on Sept 16, 2021.  The applicable Collective Bargaining Agreements (CBA) were provided in Addendum No. 2.
44	Can MST please provide all Collective Bargaining Agreements (CBAs) as discussed during the pre-proposal conference?	The applicable Collective Bargaining Agreements (CBA) were provided in Addendum No. 2.
45	Section 9.12 of the RFP states that "CONTRACTOR shall invoice MST bi-weekly for CONTRACTOR's monthly fixed costs and for all appropriate vehicle revenue hours expended. MST shall reimburse CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's invoice." However the pricing forms included in the RFP reflect	Please refer to new pricing forms that will be available by addendum October 1, 2021.

	reimbursement on an hourly or per trip basis. Could MST please confirm if reimbursement will be on a fixed monthly fee plus variable rate per hour or trips basis, or on a fully variable rate basis?	
46	As discussed during the pre-proposal meeting, will MST be releasing amended pricing forms which include a Combined Service option? The combined option offers an opportunity for cost efficiencies that would not be present in separate standalone pricing models.	Please refer to new pricing forms in Microsoft Excel format that will be available by addendum by <b>October 1, 2021</b> .
47	Does the current contractor utilize facilities other than those provided by MST for the operation and maintenance of this service? If so, please provide addresses and service levels.	The current contractor does not utilize facilities other than those provided by MST for the operation and maintenance of this service.
48	Is MST responsible for any maintenance (not indicated in the RFP) on MST owned/Contractor operated vehicles? If so, please clarify.	MST maintains MST-installed equipment including head signs, AVL, fareboxes, radios, automatic passenger counters, mobile data terminals, and tablets.  Contractor is responsible for Contractor's onboard equipment and all other vehicle maintenance.
49	Please provide historical towing costs for 2019 and 2020.	2019 towing costs \$9,768.75  2020 towing costs \$14,130.00
50	Could MST please clarify how pricing proposals will be scored? Will each service model be evaluated separately and allocated up to 30 points, for a total of 90 points? What if proposers do not submit proposals for all three options? And will start up costs be included in evaluation score?	Clarification of how pricing proposals will be scored will be provided with the pricing form updated that will be published by addendum on or before October 1, 2021.

51	The RFP states the On-Call services within Service Model B will end after contract Year 1. Could MST please clarify if the vehicles assigned to On-Call service listed in Attachment B-01, Fixed Route Vehicle Inventory will be retired or reassigned after Year 1? Will the contractor have any maintenance responsibility for these vehicles beyond Year 1?	MST shall take possession of any vehicles allocated for MST On Call services upon the discontinuation of any MST On Call. Contractor shall not be responsible for the maintenance of these vehicles once MST takes possession.
52	Please provide a summary of assessed Liquidated Damages for the past 24 months.	<p>4-Sep-19: Missed Trip \$547.62                  25-Sep-19: Missed Trip \$262.60                  Sep-19: Monthly On-time Performance less than 90% \$250.00                  27-Oct-19: Missed Trip \$573.10                  27-Oct-19: Missed Trip \$529.90                  27-Oct-19: Missed Trip \$558.48                  9-Nov-19: Missed Trip \$520.85</p> <p>MST suspended all penalties and liquidated damages with the onset of the pandemic in March 2020. MST has resumed assessing liquidated damages as of July 1, 2021; however, no LDs have been assessed since recommencing.</p>
53	Would MST consider a grace period from LDs at the start of the new contract?	MST will consider a grace period of up to 6 months from when the contract commences.
54	Please provide the current GTFS feed data?	<a href="https://mst.org/about-mst/developer-resources/">https://mst.org/about-mst/developer-resources/</a>
55	During the transition, how many vehicles will be made available to the incoming contractor to perform training?	MST will discuss and determine these terms at the time of contract award.
56	During the transition, will there be space available at the facility to conduct start up activities?	MST will discuss and determine these terms at the time of contract award.
57	Please confirm that the Contractor is not responsible for armored transport services for fares.	MST shall be responsible for managing armored transport services for fares.

58	Could MST please provide copies of incumbent invoices for services over the last 24 months?	12 months of invoices provided.
59	RFP section 5.6.1 states "Contractor shall be required to utilize a maintenance management software program to manage and track vehicle repairs, PMI frequencies including, but not limited to work orders and vehicle maintenance costs. The program shall be capable of generating reports for export to a Microsoft Excel file format." Please confirm that proposers will need to provide this software.	The current Contractor maintains their own license of Vontas, formerly Trapeze EAM (Enterprise Asset Management). MST is willing to discuss other options, including using MST asset management software.
60	What is the current life miles and/or age goal for the revenue vehicles?	Current life miles and/or age goals vary by vehicle.
61	Will the tires on all the vehicles remain after the transition of Contractors or should proposers plan to replace all tires within a specified time period, either before or after contract commencement on 7/1/22?	Yes
62	Could MST please provide the warranty terms, conditions, and expiration of applicable vehicle or parts warranties covering the agency owned vehicles?	There are no remaining warranties on any MST owned vehicles.
63	Could MST please provide a list of shop equipment (including but not limited to lifts, air compressors, etc.) that will be made available to the Contractor for the performance of the maintenance activities?	Refer to question #17
64	Can MST consider changing the language to read "Proposals must include all proposed terms and conditions to include the proposers standard contract language. Written warranties, maintenance/service agreements, license agreements, and lease purchase agreements must be	No

	submitted prior to contract start."	
65	Given the serious health exposure our employees as well as MST employees face due to COVID-19, will MST please revise the requirement regarding proposal hard-copy proposal submittals, and instead accept an electronic version via email or an online portal to ensure the health and safety of all those involved in this proposal effort?	MST will accept electronic versions of the proposal via a Drop Box link. Hard copies are not required.
66	"MST may provide a contactless fare payment solution for Contractor operated fleet."	A contactless fare payment solution is currently piloted on the contractor-operated fixed route and On Call fleets. Contactless fare payment equipment and services shall be provided by MST if a contactless fare payment solution is deployed to Contractor paratransit fleet.
67	Page 16, Section 3.4.6: Reoccurring trips are not allowed to be scheduled if the trip date is greater than 7 days into the future. Please confirm this is a true statement.	Revise: 3.4.7 Contractor shall not accept reservations more than seven (7) days in advance of the requested day of service. Subscription service trips may be scheduled more than 7 days in advance.
68	Page 19, Section 3.7.1.4 & Page 20, Section 3.7.2.2: In 3.7.1.4 mentions two-minute hold time, 3.7.2.2. mentions 3-minute hold time <95% of the time. Please confirm the target average hold time is less than 3 minutes.	Contractor shall make every reasonable effort to maintain an average hold time of less than two (2) minutes for incoming telephone calls and shall not exceed three (3) minutes for ninety-five percent (95%) of all calls and five (5) minutes on ninety-nine percent (99%) of all calls.
69	Page 52, Section 5.1.17: May contractor install (and maintain) Mobileye on MST-owned vehicles?	Yes
70	Page 68, Section 5.13.2: May bidders provide an alternate solution that includes electronic pre and post-vehicle inspection?	Yes
71	Page 107, Section 10.15: Should this section be in accordance with the WARN Act (Worker Adjustment and	Yes. The sentence should read WARN Act, and not the Warren ACT as stated on Page 106, Section 10.15 entitled Displaced Public

	Retraining Notification)?	Transit Employees.
72	Page 107, Section 10.16 & Page 183, Section 7: May options years be changed to mutually agreed (vs. sole discretion) in 10.16? Section 7 of the Scope of Services states that fees will be mutually agreed upon.	Yes (duplicate question)
73	Page 98, Section 9.12: Monthly fixed costs are referenced in section 9.12; the pricing tables for Model A and Model B do not have cells for populating fixed monthly/yearly costs. Please confirm the bidders are to provide a fixed cost to MST.	See new pricing form available <b>by October 1, 2021.</b>
74	Page 172, Pricing Forms: Will you please provide the pricing forms in Microsoft Excel?	Yes, a revised and improved pricing form in Microsoft Excel will be provided <b>by October 1, 2021.</b>
75	Page 174, Pricing Forms: Year one has On Call Volume of 13,400 vehicle revenue hours. Where are those hours to be quantified in Model A or Model B for years 2 through 5?	MST On Call may not be included in the Scope of Work for Model A or Service Model B beyond year 1.
76	Page 15, Section 3.2: Non-revenue vehicles, is there a currency requirement (e.g., newer than 2015)?	Asset management plan that assures that Contractor can provide safe and reliable service (Typically 5 years).
77	Page 15, Section 3.2: May contractor provide electric non-revenue vehicles? Will MST allow (or provide) installation of charging equipment at MST maintenance facility?	Contractors may provide electric non-revenue vehicles. Contract should expect to supply and pay for their own infrastructure and maintenance costs.
78	Page 48, Section 5.04: Please confirm if the internet infrastructure includes the internet circuit. If so, who pays the monthly service charges? If this is a bill-back charge from MST to the Contractor, please confirm the monthly cost.	MST provides and maintains the internet circuit connection to the facilities at 4512 Joe Lloyd Way and 4499 Joe Lloyd Way. MST pays and retains the option to bill back Contractor – FY23 monthly cost is \$217. These terms will be negotiated.

79	Is there a requirement on the total number of driver relief vehicles?	MST requires Contractor to provide enough driver relief vehicles to deliver services safely and on time.
80	Is there a requirement on the total number of support vehicles?	MST requires Contractor to provide enough support vehicles to deliver services safely and on time.
81	Please provide a vehicle replacement schedule for all 3 types of vehicles.	See question #60
82	Please clarify the type of alarm system the Contractor is to provide.	5.0.2 MST-owned vehicles and equipment shall be kept in the secured fence areas at Facility while not under the direct control of Contractor or its employees. Contractor shall provide <i>security</i> alarm services at its sole expense for Facility. Contractor is encouraged to retain after-hours security patrol services for Facility.
83	Is there any requirements or specifications/preference regarding the age, model, or fuel requirement of support vehicles and driver relief vehicles?	MST will require Contractor to provide vehicles with specifications to deliver services safely and on time.
84	Can MST please provide an inventory of Office/Shop and parts that MST will provide to the Contractor?	MST will not provide any office facilities or maintenance facilities inventory.
85	Page 3, Section 1.1: This section states that Service Model A is for paratransit services; however, this section also states that "Proposers should anticipate delivering approximately 63,000 VRH for fixed-	Revise to read: Proposers should anticipate delivering approximately 63,000 VRH for paratransit services under <i>Service Model B</i> for the contract term.
86	Is the contractor required to maintain the bus stops or bus stations? If yes, please provide the frequency required, number of stops and recent expenses for this task.	No. MST is responsible for maintaining bus stops and bus stations.

87	<p>While there is a 20% trigger in the RFP, it does not specifically cover increases and decreases related to various parts of the scope of work. Will MST consider using the following language for greater specificity?</p> <ul style="list-style-type: none"> <li>• "MST and Contractor will consult on a regular basis concerning the Transportation requirements of MST. In the event of increases or decreases in the number of passengers requiring transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. MST may increase or decrease services to be provided by Contractor under this RFP/Agreement ("Schedule Readjustments"). However, where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP/Agreement, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by MST. If the parties are unable to reach an agreement on adjusted rates, Contractor may terminate the contract at its convenience."</li> </ul>	No
88	<p>What is the current budget for this service?</p>	<p>Budget numbers are based on operating need. This contract is for several million dollars per year.</p>
89	<p>Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not</p>	<p>Please review answer for question #25</p>

	required.	
90	Please provide the names of any current DBE vendors including the service provided and rates	Please review answer for question #26.
91	Please confirm that the contractor will provide scheduling software, for service Model B, to manage all fixed route trip scheduling. If so, what platform is being used by the incumbent?	MST manages scheduling and provides software access for Service Model B. MST currently uses TransitMaster and Hastus for fixed-route and TransLoc for MST On Call.
92	In section 3.7.1.4, a 2-minute hold time is referenced for all calls. However, in section 3.7.2.2, a 3-minute hold time is referenced. Please clarify.	See question #68
93	Please provide the number of calls by hour and by type (reservations, where's my ride, etc.) for each day of the week.	This information is not available.
94	Please provide the number of passenger related calls (quantity and peak) per day	This information is not available.
95	Please provide call abandon rate.	This information is not available.
96	What is the current percentage of "Subscription Service" trips compared to the total number of trips?	This information is not available.
97	What brand and model number bus wash system is currently in use at the facility?	Bus washing at Facility is currently managed by manual process.
98	Is there a current alarm service installed on the client provided facility that the contractor will have to assume services for?	MST provides and manages fire alarm services for Facility. Contractor shall provide security/intrusion alarm services at its sole expense for Facility.
99	The RFP states that MST agrees to pay all base monthly utility costs for the facility including electricity, gas, and water. Will the contractor be responsible for any costs over the base monthly costs? If so, on average what have those costs been for the last 24	No. MST retains the option to bill back internet connectivity cost to Contractor – see question #78 for details.

	months?	
100	Please provide a contact or company name for the current after-hours security patrol services for the facility.	This information is not available.
101	Will the contractor be responsible for any costs associated with leasehold improvements?	Any costs associated with leasehold improvements may be subject to negotiation.
102	Please provide a facility layout and floor plan.	A floor plan is not available. Facility detail summary and layout is provided. See Addendum No. 3 Response Documents JLW Facility Detail.pdf
103	Once the cash fares are vaulted, is the contractor responsible for money counting and bank depositing? If so, is the use of an armored car service required?	Contract is responsible for money counting on MST RIDES services. Contractor retains cash fares and accounts for this monthly and provides a monthly credit to MST.  For fixed route fareboxes, MST is responsible for managing armored transport services for fares.
104	Please provide the total dollar amount of cash fares paid for the past 24 months.	Cash fares collected for MST RIDES for FY 2020 and FY 2021 total \$139,276.09.
105	Does the MST have a vehicle replacement schedule that can be shared? Are any new buses in the process of being procured for either replacement or expansion?	A vehicle replacement schedule is not available; however, MST expects to procure 17 fixed-route and 9 paratransit vehicles over the next two years.
106	Please clarify the number of vehicles used in revenue service by day of week, the peak service hours and number of buses in service at these times for both services.	Please refer to RFP Section 4.0.5 Vehicle Requirements by Day / Hour of Day.
107	Does MST have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?	MST does not have specific requirements for vehicle type, number, age limit, or fuel type for support vehicles. Contractor currently supplies 12 operations and 1 maintenance support vehicles.

108	Once the MST On Call services ends, will any vehicles be removed from service? If so, which ones?	This has not yet been determined.
109	For Model B - Are there any driver on-road reliefs that the contractor should be aware of? If so, how many and how are they performed?	MST does not restrict on-road reliefs. Contractor should expect to create their own run cuts.
110	Please confirm fuel is provided and paid for by MST. Is this for revenue and non-revenue vehicles?	MST pays for fuel.
111	How is vehicle cleaning currently accomplished? (onsite, offsite, outsourced)	The vehicle cleaning is performed on site (Contractor premises) by contractor staff.
112	Please provide a productivity report from the dispatching software daily for one week and monthly for the last 24 months that shows data that includes: 1. Breakdown of Hours covering: a. Total vehicle hours; b. Service/Live hours; c. Deadhead Hours; d. Break/Lunch Hours; e. Refuel Hours; f. and Any Other Hours; 2. Breakdown of Miles covering: a. Total Miles; b. Service/Live Miles; c. Deadhead Miles; d. Break/Lunch Miles; e. Refuel Miles; f. and Any Other Miles; 3. Average Distance in miles per Trip; Average Length in minutes per trip; Trips per Revenue Hour.	This information is not available.
113	Please provide the revenue service hour definition for each of the services listed in the RFP.	Please refer to Section 3.13 ELEMENTS OF COMPENSATION. This definition applies to all service modes.
114	For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.).	The billable time does not extend beyond the last passenger drop off. See question #113.
115	For paratransit service, please clarify if revenue hours begin at the first pick-up,	Revenue service is not considered to have begun if the first pick-up is a no show and the

	even if that pick up is a no show.	trip is not performed.
116	What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?	Paratransit Fleet Only - will need software for scheduling and tracking vehicles (Currently Trapeze PASS). MST will procure and install hardware from AVL vendor  FR Fleet – MST provides the hardware and software for tracking and dispatching. Contractor will have access to track fleet via a VPN connection.
117	Will the contractor need to host or support any application, web, or database servers?	IT- Paratransit Fleet Only - will need a software license for scheduling and tracking vehicles.
118	For Service Model A - Will the contractor need to provide tablets, iPads, Wi-Fi, or cellular service for the vehicles?	No
119	Are there any applications or systems that need to transition from the current contractor's system to the new contractor's system?	Refer to section 3.7.3 Mobile Communication Equipment / Software
120	Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.).	See questions #11 and #78. The data line to Facility is a fiber connection.
121	Please confirm Contractor can install their own managed router and switch for segmented VLAN	MST would consider the request based on business need. Currently, MST supplies AVL/ADA hardware on buses
122	Is there rack space available for Contractor servers, switch, routers, etc.?	Yes
123	Call Recordings – Are Contractors required to make call recordings available to MST? HIPAA regulations raise concerns in this area and may require a very controlled process.	Yes

124	Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.	MV set up their own network on site. MST only supplies the internet connection for them
125	Is there currently a Collective Bargaining Agreement in place? If so, please provide a copy of the current CBA or a contact at the local union.	See Addendum No. 3 Response Documents
126	We intend to hire as many of the existing employees as possible. 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.	This will be discussed based on contract award.
127	What is the current starting wage for drivers and hourly staff positions?	Refer to CBA
128	Due to the industry wide labor shortages, would MST include a minimum wage requirement for this procurement?	No
129	What is the current benefit participation?	Refer to CBA
130	Does the current labor contract(s) include a pension plan? If so, please provide any details surrounding this plan. i.e. Defined Benefit, Defined Contribution, Under-funded Liability.	Refer to CBA

<p>131</p>	<p>We understand that the contractor will be given a 10-day period to respond to any LD's that will be assessed, and that LD's will be seeded quarterly. Given that it is not clear how soon after the alleged infraction that notice will be given, will MST consider replacing with the below language?</p> <p>"MST must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. MST must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident."</p>	<p>No</p>
<p>132</p>	<p>There is an option to extend the agreement for up to two (2) two-year period. Section 10.16 on 106 states the option is exercisable at the sole discretion of MST. The draft contracts for models A and B, and for the joint model contract, all state that the option to extend is by mutual agreement. However, in Section 7 of the Joint contract, on 182, it states that MST shall retain the sole discretion to exercise the options to extend, but the fees for each option period shall be negotiated and set by mutual agreement on or before December 1 of the proceeding contract years. Please clarify that any extension is by mutual agreement of the parties with pricing negotiated and agreed to by both parti Accordingly, if the extension pricing is</p>	<p>Any option to extend is by mutual agreement.</p>

	not agreed to by both parties, the contract will not be extended.	
133	<p>"Section 5.0.1.2 on p. 47 addresses environmental issues. Will MST consider adding the following recommend language?</p> <ul style="list-style-type: none"> <li>• "Environmental Indemnification: MST will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold MST harmless from any Environmental Conditions on, in or under the Facility caused by Contractor during the term. The term "Environmental Conditions" means conditions where hazardous materials (as defined under applicable federal, state or local laws) are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to "laws" hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time."</li> </ul>	The contract language can be negotiated and finalized prior to contract award.
134	For Service Model A - Is any part of the program funded by a Covered Entity (as defined under HIPAA), including Medicare and Medicaid?	MST is currently working with a consultant for implementing an NEMT trip reimbursement program for some paratransit trips. MST and its consultant will be administrating the program.
135	For Service Model A - Will Contractor be required to enter into a HIPAA Business Associate Agreement to provide some of the contracted	To be determined

	services?	
136	<p>Please clarify if a 10-day advance written notice of an alleged default by Contractor will be provided and followed by a 10-day cure period prior to any termination. If so, will MST consider adding the following language to the contract:</p> <p>"If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded."</p>	No
137	<p>Sections 9.2, 9.17.1 and 11.1 all reference termination for convenience clauses. To minimize confusion, we prefer to set the amount of advance written notice prior to termination and to have the same right to terminate for convenience. We suggest the following to be added to the contract:</p> <p>"MST may cancel this contract for its</p>	MST will consider/negotiate alternate contract language after contract award.

	<p>convenience upon no less than ninety (90) days advance written notice to Contractor. Contractor is entitled to contract close out costs upon termination for convenience by MST. Contractor may terminate this Agreement for convenience upon not less than one hundred and eighty (180) days prior written notice to MST."</p>	
<p>138</p>	<p>There is no specific force majeure clause in the RFP that would allow for the excusing of performance by Contractor during a force majeure event. Will MST add the following language to the contract?</p> <p>"In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, including but not limited to pandemics and epidemics, MST shall excuse Contractor from performance under this Agreement. If said force majeure act causes MST to reduce service by 5% or partially or fully suspend service for longer than fourteen (14) days, MST shall pay Contractor for all fixed costs associated with the contract and parties will negotiate in good faith equitable adjustments to the rate to properly account for remaining cost structure. Absent an agreement of a proper equitable adjustment and/or if MST does not pay Contractor its fixed costs, Contractor may terminate the contract on fifteen (15) days advance notice to MST."</p>	<p>MST will consider/negotiate alternate contract language upon contract award.</p>

139	Is shop tooling provided by MST or the contractor? If MST, please provide a current list of tools and equipment provided, for example vehicle lifts.	See question #17
140	Is a shop truck provided by MST or contractor? How many shop trucks are currently utilized in this service?	MST does not provide any support vehicles for this contract. Contractor currently utilizes one shop vehicle.
141	Please provide the last 24 months of invoices related to towing.	See question #49
142	Are there any remaining warranties for the fleet or provided equipment? If so, please provide warranty information.	There are no remaining warranties on any MST-owned vehicles.
143	What is the current pre-trip and post-trip time per driver?	15 minutes pre-trip
144	How many extra board hours is the current operator incurring?	This information is not available.
145	Please provide current run cut for this service.	This information is not available.
146	What is the current level of productivity for each of the services? Please provide for weekday, Saturday and Sunday by service tyls the base productivity threshold of 1.87 per VRH across all service types?	See Addendum No. 3 Response Documents
147	Please provide copies of the last six months of "Monthly Reporting" reports from the Contractor.	This information is not available.
148	Please provide copies of the last twelve months of invoices from the Contractor.	See Addendum No. 3 Response Documents
149	Please provide a copy of the current contract for these services.	See Addendum No. 3 Response Documents
150	Are there any changes in the penalties for this new contract from those that are currently in place?	To be determined.
151	Please provide the current rates paid to	The total amount paid to Contractor for FY

	the existing contractor for fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.	2021 was \$6,609,971.12. This number is historically low and reflects the impact of COVID-19.
152	Please describe plans for any changes to the volume of hours in the next 24 months.	Under review by COA. Vehicle revenue hours provided are preliminary best estimates.
153	Please clarify how the prices will be evaluated. Will the full contract term be considered or only the Year 1 price?	The full contract term will be considered in evaluating the cost portion.
154	What is the current turnover rate for drivers?	This information is not available.
155	<p>Will MST consider an alternative price submission that includes a fixed and variable cost? If so, please consider adding the following language:</p> <p>"The parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportations services to MST. For purposes of this Agreement variable cost is defined as cost associated with hourly employees and fixed costs include but are not limited to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs. Also, pricing encompasses profit that should be received by the Contractor for managing and operating MST's transportation services."</p>	No

156	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.	See Addendum No. 3 Response Documents
157	Is there a requirement for integration of tablets, signage, passenger counters with the dispatching system?	MST manages tablets/mobile data terminals, signage, and passenger counters.
158	During the transition, how many vehicles will be made available to the incoming contractor to perform training?	See question #55
159	During the transition, will there be space available at the facility to conduct start up activities?	See question #56
160	In the RFP there are multiple references to hold times with conflicting time limits. Please clarify what the expected not to exceed hold time should be for all calls.	See question #68
161	To reduce COVID-19 exposures, especially with the current increase of cases, some companies, and even states, have limited access to office buildings in which employees work in a confined space. Allowing for an electronic submittal of the proposal will eliminate the need for office access to produce proposal hard copies, thus reducing health risks for proposers' employees, and allowing proposers to comply with any state or local regulations. Will MST consider allowing for vendors to submit their proposals via email or other electronic means (DropBox, etc.)? If so, what is the largest file size that MST can accept via email?	Please submit proposals via DropBox. MST will waive the requirement for hard copies of the proposal.
162	Please clarify how many total copies of the proposal are required. Is a Master copy required in addition to the Original	Please submit proposals via DropBox. MST will waive the requirement for hard copies of

	and six copies?	the proposal.
163	Please clarify if the MST Taxi voucher program is separate from the MST Rides program (Service Model If so, are the taxi trip totals shown in Section 1.1 of the RFP inclusive of trips paid for with a taxi voucher?	MST manages the taxi voucher program. Taxi trips totals provided in Section 1.1 does not include taxi voucher trips.
164	If the MST On Call services are to end during the 1st contract year, is the 13,400 VRH's the annual volume? If the service is ending prior to the year end, is there an anticipated timeframe?	13,400 VRH is the annual vehicle revenue hour volume for MST On Call. MST On Call services are anticipated to be discontinued in FY 2023.
165	Can you explain the 29 drivers being 86% allocated? Are some of these drivers operating other services outside of this RFP, (the Service Model B Staffing list includes 35 FTE's 100% Allocated)? If drivers were fully dedicated to this contract, would you need 25 FTE's, (29 X 86%)?	The FTE value is the number of fully dedicated drivers (29) needed to operate under the given service model. The allocation percentage is the current available staffing (86%) for the given service model.
166	For Service Model A - If MST provides 39 cutaways and 3 minivans, is there an excess demand that would require service providers to supplement the fleet with Contractor owned vehicles?	MST provides 39 vehicles, which includes 3 minivans. Excess demand is currently supplemented by subcontracted taxi providers.
167	Does the 1.87 Passengers per Vehicle Revenue Hour performance metric include attendants or trips that have been directed to a taxi provider?	The 1.87 passengers per vehicle revenue hour performance metric includes personal care attendants and companions. Trips performed by taxi providers and performed by minivans are excluded from the performance metric.
168	Is the MST-owned vehicle lease \$1.00 per vehicle per year, or \$1.00 for fleet per year?	Per fleet
169	If there is more than one service provider, how will the facility be shared (is there enough office space for separate operations; how would facility expenses be segmented; how would	To be determined

	vehicle maintenance, fueling, washing & security be accomplished)?	
170	Please clarify the intent of the language found in Section 5.0 If a Contractor provides a vehicle for use in Revenue Service, is MST anticipating the Contractor will provide them with an additional monthly lease cost? Can MST provide a specific example of how this cost would be calculated, and if there are situations where it would not be assessed, (MST vehicles out-of-service, additional vehicles needed for peak, etc.)?	To be negotiated based on business need.
171	How many times over the last 36 months were the VRH's reduced by MST to achieve the goal PPVRH? Please provide the volume of hours reduced for each occurrence.	MST has not reduced the VRH to achieve the PPVRH goal in the last 36 months.
172	Is it MST's intent to award to more than one (1) service provider?	MST will evaluate the best solution.
173	Does the Contractor have to bid each Service Model separately, (eliminating any efficiencies from operating multiple service models)? Would any of the Service Models be operated by more than one service provider?	An updated pricing sheet with instructions will be provided by October 1, 2021.
174	For Service Model A, is MST seeking a service provider to run both the bus and taxi trips, (and the service provider directing rides to an area taxi provider), or just the bus portion? If the service provider is directing trips to a taxi provider, is MST paying for these trips directly, or assuming that the service provider will be responsible for the cost of these trips?	Contractor shall be responsible for dispatching trips to subcontracted taxi providers. These trips are currently billed by Contractor to MST on a per trip basis.

175	When & how will proposer receive the responses to these questions? (i.e., direct email, website post, etc.)  a. Will we see all questions submitted?	Answers are available direct email and posted to <a href="http://www.mst.org/procurement">www.mst.org/procurement</a>
176	Can a USB containing additional materials and videos be included with our proposal for better understanding of our software?	Please submit proposal and any additional supporting documents via Dropbox.
177	Can Proposers include a copy of the specific vendor pricing sheet as explanation along with the required pricing form?	A new pricing form will be issued via addendum by October 1, 2021. Explanations and additional narrative are helpful to Evaluators of the proposal.
178	What are some of the biggest concerns seen with the current software solution that you would change immediately if you could?	Refer to Section 3.7.3.3
179	What is the budget for this project?	This question was answered previously see answer above.
180	What is the funding source for this project?	The project is funded by operating funds from a variety of sources.
181	What are the funding deadlines/timelines for this project, i.e., when does the money need to be spent?	There are no deadlines for the expenditure of operating funds for this project.
182	Does MST have a preferred cellular network? If so, please provide contact information for our account manager.	No
183	Does MST provide any other types of service that may be used by the awarded solution?	No
184	Does MST have any Commuter Routes that would be considered part of this project? If so, how many?	No
185	Is there a consultant involved with this RFP? If yes, what is the name of the	No

	firm or individual?	
186	Do you want the chosen vendor to do all the driver training or are we training the trainers? If training the trainers, how many of those are there?	Contractor will perform driver training. The current service provider has one trainer.
187	With your subcontractors: Will those subcontractors need go-live support on site?	To be determined
188	With your private contractors/subcontractors used to provide trips for (MST)? If yes, how are these contractors paid, by the trip or by the hour?	Subcontracted taxi provided trips are billed to MST on a per trip basis by Contractor.
189	What are your agency expectations related to data conversion from the current system?	To be determined
190	Are there any interfaces required to external sources such as Medicare? If so, what other external source	There are no interfaces at this time.
191	Please provide three (3) years of monthly reporting summaries for your demand response system.	This information is not available
192	What is the total number of vehicles in peak service for each service type? MST RIDES ADA Paratransit Services MST RIDES Special Transportation (ST) Program MST RIDES Special Medical Trips	Information provided previously.
193	What is the total number of drivers to be trained?	Refer to RFP Section 3.1, page 14 & Section 4.0.7, page 34 for current staffing allocations.
194	How many dispatchers does your agency have?	The current contractor staffing allocation is 2 schedulers / dispatchers.
195	How many reservation agents does your agency have?	The current contractor staffing allocation is 6 reservationist agents / dispatchers.

196	Are the Drivers and/or Dispatchers represented by a Union? If so, which Union?	Review CBA
198	What is your current OTP and how is it measured? Real time? In Archive?	On-time performance is reported monthly.
199	Will everyone get all the answers to all the questions asked?	Yes, all Proposers will receive the same responses.
200	Will MST consider SaaS pricing or require term pricing only?	MST will consider SaaS pricing as part of bids.
201	Does your agency provide subscription trips (standing orders)? If so, what percentage of trips are subscription trips?	Yes. For FY 2021, MST RIDES subscription trips accounted for approximately 49% of all trips.
202	On average, how many taxi trips are used per day?	For FY 2021, An average of 599 taxi trips per month were dispatched by Contractor (approximately 11% of all trips).  For FY 2022 year-to-date, an average of 1,468 trips have been dispatched to taxis (approximately 23%).
203	On average, how many calls will your call center handle? What is the peak number of calls handled per hour	Average monthly calls received for FY 2021 were 6,472.  Peak calls per hour were 61 in August 2021.
204	Are electronic signatures on the cover letter and required forms/certifications sufficient?	Yes
205	Per the Section 8.23, page 86 of the RFP, we consider the information in our proposals a Trade Secret and Proprietary. Therefore, Ecolane's technical and price information cannot be made public at any time.  Should we win the contract, can we submit a second copy of our proposal with technical and price information redacted?	Yes, but subject to change based on direction from MST legal counsel.

Other than those specifically listed above, no other sections, terms or conditions of the above cited solicitation are being altered at this time. All other sections' conditions and language not specifically cited as altered in this document are still in full and original effect.

Submitted:

*Sandra Amorim*

Sandra Amorim  
Procurement and Contracts Manager

Dated: September 24, 2021