



# County of Fairfax, Virginia

## ADDENDUM

DATE: December 26, 2018

### ADDENDUM NO. 4

**TO:** ALL PROSPECTIVE OFFERORS  
**REFERENCE:** RFP2000002690  
**TITLE:** Operation & Management for Connector Bus System  
**DUE DATE/TIME:** January 18, 2019 / 3:00 P.M.

The referenced Request for Proposal is hereby amended as follows:

Refer to Supplement 1 for responses to additional questions received.

All other terms and conditions remains the same.

Michael Blair, CPCM  
Contract Specialist Supervisor

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

**Department of Procurement & Material Management**  
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Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
**Phone** (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-32281

Supplement 1

- Q1: Following the exact proposal outline of Annex-1, Paragraph 6 - Preliminary Work Plan (Operations Plan), parts a. and b. requests the proposer provide the same information as requested under Paragraph 1 – Statement of Needs. Are we interpreting this correctly? RATP Dev previously asked for a clarification to the Technical Proposal requirements and outline to address these and other circular references or repetitive requests for information in Annex-1.
- A1: See Addendum 3, A1.**
- Q2: Will proposers be able to offer incumbent personnel in our proposal to fill some of the requested Key Personnel Positions?
- A2: Yes, with the consent of the incumbent personnel.**
- Q3: Does each proposer need to name with resumes all new Key Personnel to fill these positions: General Manager; Director of Maintenance; Assistant Director of Maintenance; Maintenance Managers; Manager of Safety and Training; Division Managers; Division Operations Managers; Division Maintenance Managers; Quality Assurance Manager; Customer Service Managers; and BOCC Supervisors?
- A3: Yes. See Addendum 2, A8**
- Q4: We previously asked: Regarding Annex-3, Section 2 Service Readiness, please confirm when the Contractor will need to perform this request: "The Contractor must prepare and submit a Draft of the following: Employee, Operating Rule book, Special Instructions, Fare Collection & Remittance Manual, and Cash Handling Instructions, Customer Service Manual, Labor Notices, Training, Security, and Safety Instructions in compliance with this RFP." Are these due during Task I or Task II? In Addendum 2, we were told to see Annex 2, but none of these documents are named in Annex 2. We are asking to confirm when the successful Contractor is to submit Drafts of these documents.
- A4: See Addendum 3.**
- Q5: We previously asked: The RFP states: "The County contracts with a vendor to procure, install, and maintain all Fairfax Connector bus shelters." Please specify the Contractor's responsibilities for bus stop repair, maintenance and installation. Does the incumbent provide these services with their personnel or do they subcontract out? In Addendum 2, we were provided with the answer: This is a county managed contract. The successful contractor will not be responsible for bus stop repairs, maintenance and installation. We additionally request the following clarification - Does Fairfax County managed contract also include cleaning and picking up trash around bus stops or is that our responsibility under this Contract?
- A5: The County will provide all bus stop and shelter, including cleaning and picking up of trash at bus facilities utilizing another vendor. The bus operations service provider will not be required to perform any bus stop or shelter maintenance, as answered in Addendum 2.**
- Q6: Special Provisions Section 3.1 states that the County reserves the right to "renew the contract for two (2) additional five-year periods, ten (10) one-year options, or any successive fractions or combination thereof, if agreeable to all parties." Special Provisions Section 3.3 states that contract renewal is solely at the County's discretion. Will Fairfax County please clarify if contract renewals must be mutually agreed upon or if the County has the unilateral right to renew the awarded contract?
- A6: See Addendum 2, A28.**
- Q7: Special Provisions Section 3.1 states that the ten-year renewal option is as "available or as negotiated." Will Fairfax County please clarify what is meant by "available or as negotiated"? For example, does the County have the unilateral right to renew based on submitted pricing or will pricing for a renewal be subject to mutual agreement by the parties?
- A7: See Addendum 2, A28.**

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- Q8: The RFP does not include a general limit of liability or a waiver of consequential damages. Moreover, Special Provisions Section 18.1 specifically requires the Contractor to assume "all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract." Would the County consider including a cap on each party's total liability to the other party (e.g., a portion of annual revenue or some other defined amount)? Absent a general limit of liability, both the County and the Contractor would presumably have unlimited exposure for direct and indirect damages under the awarded contract. Including a general limit of liability and consequential damages waiver would benefit the County and the Contractor because they would both be better able to quantify their total exposure, and a cap may reduce the overall contract price because Proposers would not need to offset the additional risk with higher pricing.
- A8: The County would not prefer this but offerors can submit proposed language and if selected for negotiations, we can discuss at that time.**
- Q9: Under Table E-2-1: Performance Requirements Summary Chart, RATP Dev would like to request Fairfax County reduce the penalty for Missed Trip. The Contractor would get penalized both \$100 per missed trip and the loss of revenue hour payment. This penalty is excessive compared to industry standards for missed trips. Would Fairfax County please consider eliminating one part of the double penalty?
- A9: No. The County may waive penalties resulting from factors beyond the control of the contractor.**
- Q10: Since Fairfax County will not be providing office space during the proposed Transition period, would the County consider allowing the Contractor to set up mobile office trailers at each Division to assist with the Start-Up of revenue operations?
- A10: Yes. We would allow trailers. Because of space constraints, we prefer that all start-up and transition activities be consolidated at the West Ox location.**
- Q11: Will Fairfax County please provide an example of a recent West Ox "Certification of Monthly Report" since such was provided for the other divisions?
- A11: See Exhibit E-1**
- Q12: Thank you for providing all Collective Agreements. However, the OPIEU CBA only discloses starting wage rates for all positions. Will Fairfax County please provide the full wage progression for positions applicable to this CBA (i.e. Supervisors)?
- A12: The County is not a party to CBAs. Offerors are welcome to extrapolate from available source materials.**
- Q13: Will Fairfax County please provide a complete staffing list of all three Divisions (West Ox, Huntington, and Herndon), detailed by seniority and wage?
- A13: See Addendum 3 for detailed org. chart, seniority list and CBAs for wage data.**
- Q14: Will the County confirm that Facility Security is out of the Contractor's scope of work?
- A14: If security is provided, the County will provide security via a security vendor.**
- Q15: Will Fairfax County please confirm that Teamsters represents Mechanics at Huntington but ATU represents Mechanics and Technicians at the West Ox and Herndon Divisions?
- A15: Yes.**
- Q16: Can the required positions "Service Line Supervisors" and "Maintenance Supervisors" be merged?
- A16: No.**

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Q17: In Table C-4 of the "Technical Provisions" – Appendix C, the Revenue Hour totals shown do not tie to the figures in C-5 to C-11. Will Fairfax County please confirm the totals shown are correct?

**A17: These are the correct totals (within 0.0005). The totals in Table C-4 include new services and contingency hours not included in Tables C-5 through C-11.**

Q18: Will Fairfax County please confirm if there are staffing requirements for administrative positions such as Finance and HR? Will the County consider shared positions in multiple divisions (i.e. – can an Accounting Manager represent all or multiple divisions?)

**A18: Please propose your staffing solution that will meet the Connector's operational needs and requirements.**

Q19: The RFP states that the Proposer should not include inflation in the pricing since price increases are subject to the CPI clause. However, the pricing sheet (Appendix B – Price Sheet Schedule) requests an "Hourly Price (with inflation)" and an "Hourly Price (without inflation)". Will Fairfax County please clarify how the Proposer should proceed here? Can the Contractor propose a price with inflation?

**A19: The proposer should provide both price with inflation and price without inflation as presented in Addendum 3.**

Q20: We understood that annual Price per Revenue hour increases shall be limited to the CPI clause explained in the RFP. Please confirm that this is a supplement to the Annual Hourly rates being requested in the Pricing Sheet (Appendix B – Price Sheet Schedule) for all Base Term years? Will Fairfax County please also confirm whether those rates should be exclusive of inflation and only represent price changes because of operational needs?

**A20: This is not a supplement. The rates should include inflation and operational needs. The second line of the table does not include inflation.**

Q21: In the Pricing Sheet (Appendix B – Price Sheet Schedule), a price is being requested in Year 1 for a "Reduction" of services. Will Fairfax County please clarify why a price is being requested for such a scenario (since 700,000 revenue hours appears to be a decrease to current service levels). Will the County also indicate whether 700,000 or 785,219 revenue hours in Year 1 is more likely?

**A21: The first year is forecasted at 785,219 revenue hours. The 700,000 revenue hours is a possible scenario. See A4, Addendum 3.**

Q22: Does the \$15,000 physical damage deductible apply to the non-revenue vehicles?

**A22: No. per addendum 3, insurance provided for non-revenue vehicles by Contractor must meet VA state standards.**

Q23: Will Fairfax County accept the Contractor's deductible levels?

**A23: Per addendum 3, insurance provided for non-revenue vehicles by Contractor must meet VA state standards.**

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Q24: Please provide total property values for everything the Contractor is to insure so that we can properly estimate cost.

A24: See details on table below:

Make & Model	Year	No of Vehicle	Seat	Property Value
Ford Fusion	2011	4	4	\$4,800 each, total \$19,200
	2012	8	4	\$6,000 each, total \$48,000
	2013	2	4	\$7,700 each, total \$15,400
	2015	4	4	\$9,800 each, total \$39,200
		18 (total)		
Chev. Equinox	2013	2 (total)	4	\$9,400 each, total \$18,800
GMC Van	2015	1 (total)	2	\$18,800 each, total \$18,800
Ford F550	2010	1	2	\$39,000 each, total \$39,000
	2011	2	2	\$45,000 each, total \$90,000
	2013	1	2	\$50,000 each, total \$50,000
		4 (total)		
*2 new Ford F550 will be delivered by June 2019.				

Q25: Please provide a list of non-revenue vehicles provided by Fairfax County that contains vehicle value, seat capacity.

A25: See A24 above.

Q26: Are vendors permitted to bring their own equivalent Drive Cam system in place of Drive Cam?

A26: No.

Q27: Are there any fees associated with transitioning away from Drive Cam that the County would incur?

A27: Not applicable

Q28: Will Fairfax County please provide the annual amounts of deductibles paid for the last three years from the self-insured escrowed account?

A28: See Addendum 3, A8 for Exhibit D-2 FFX Loss Runs (Excel) document.

Q29: Will Fairfax County please provide the average cost per claim for the last 12-month period for automobile physical damage?

A29: See A28.

Q30: In Table E-2-1: Performance Requirements Summary Chart from Appendix E-2, the deductions applicable to items 1 and 2 refer to "Section 29 Insurance". Is this a correct reference? Should it be Section 18 from RFP?

A30: Yes.

Q31: In Table E-2-1: Performance Requirements Summary Chart from Appendix E-2, could Fairfax County please specify the minimum standard and deduction applicable to item 10 – MDBF? The 8,000 Target seems high regarding the track record of the Incumbent provided in Addendum 2 - A56 and the fact that the Incumbent didn't receive any penalty on MDBF as per Addendum 2 - A58.

A31: The MDBF is a new requirement for performance evaluation that will be subject to agreement between the parties.

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Q32: Could Fairfax County please detail the items provided in Addendum 2 - A58? Should we understand that the Penalties received by the Incumbent are \$157,000 for 2017 Quarters 1 AND 2 and \$214,000 for 2018 Quarter 1? Could Fairfax County please provide more liquidated damage history?

**A32: Liquidated damage history from 2015-2018**

<b>Fiscal Year</b>	<b>Date/Quarter</b>	<b>Category/ Contract Violations</b>	<b>Liquidated Damage</b>
<b>2015</b>	January 7, 2016/1st and 4th Quarters	Failure to meet maintenance standards of maintenance quality control	\$3,000
		Failure to meet standards required for maintenance audit inspections	\$29,000
		Failure to meet standards required for preventive maintenance intervals	\$3,750
		Failure to meet standards required for preventive maintenance quality assurance	\$28,000
		Failure to meet standards required for revenue collection	\$10,247
		Failure to meet standards required for accident and incident reporting	\$10,500
			<b><u>\$84,497</u></b>
<b>2016</b>	October 19, 2016/ 1st and 2nd Quarters	Failure to meet standards required for maintenance audit inspections	\$25,000
		Failure to meet standards required for preventive maintenance intervals	\$54,500
		Failure to meet standards required for preventive maintenance quality assurance	\$11,000
		Failure to meet standards required for accident and incident reporting	\$13,000
			<b><u>\$103,500</u></b>
<b>2016</b>	December 5, 2016/3 <sup>rd</sup> and 4 <sup>th</sup> Quarters	Failure to meet standards required for preventive maintenance intervals	\$129,000
		Failure to meet standards in record keeping (i.e. incomplete, inaccurate, or outdated records)	\$6,750
		Failure to meet standards required for accident and incident reporting.	\$16,000
			<b><u>\$151,750</u></b>
<b>2017</b>	September 6, 2017/1st and 2nd Quarter	Failure to meet audit standards	\$62,000
		Failure to meet standards required for preventive maintenance intervals.	\$22,500
		Failure to meet the preventive maintenance standard.	\$73,000
			<b><u>\$157,500</u></b>
<b>2018</b>	May 9, 2018/4 <sup>th</sup> Quarter	Failure to meet audit standards	\$131,000
		Failure to meet the preventive maintenance standard	\$83,000
			<b><u>\$214,000</u></b>
<b>Fiscal Year 2015-2018</b>			<b><u>\$711,247</u></b>

Q33: Special Provisions, 13. Trade Secrets/Proprietary Information, 13.3 (Attachment A): Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.0.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F). Please provide the Purchasing Resolution referenced in Attachment A.

A33: **The Purchasing Resolution referenced in Attachment A can be found at:**  
<https://www.fairfaxcounty.gov/procurement/resolution>

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- Q34: Due Date – Request the Due Date be extended to Friday January 18th. Given the holidays with people and businesses unavailable, potential weather challenges and shipping timelines an end of week due date would be preferred. The current Monday due date would require shipping no later than Thursday Jan 3rd right after people return from the holiday. Two days at a minimum are needed for shipping proposals, especially during the winter, to ensure the package is delivered on-time. "All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
- A34: See addendum 3.**
- Q35: Section 10.8 of the RFP, "Definition of a Scheduled Revenue Hour", indicates that deadhead movements for the purpose of interlining or repositioning are to be included as revenue miles and hours. Conversely, on Addendum 2, Part 1, Attachment 9 "FFX Blocks", these types of deadhead movements appear to be reflected in the Non-Rev. Time and Non-Rev. Dist. columns.
- o Please confirm that the Billable Revenue Hours should be the result of adding the In-Service Hours, Repositioning Deadhead Hours, and Recovery Time.
    - Example Route 393
      - Addendum at West Ox indicates: 6h54 of revenue time, 9h44 of non-revenue time, and 1h47 of recovery time.
      - Our examination of the schedule for Route 393 indicates: 6h54 of in-service time, 4h32 of repositioning deadhead time, 5h12 of garage pull out/in time, and 1h47 of recovery time.
    - Please note, Route 393 is just one example – this same discrepancy exists on all routes with interlining/repositioning deadhead movements.
- A35: For the purposes of billing, repositioning for interlining and deadhead between trips are included as revenue miles and hours.**
- Q36: Please clarify the revised proposal due date is January 18, 2019 prior to 3:00 P.M. Addendum 3 states January 18 on page 1, and January 14, 2019 in the Supplement 1 answer to Question 3.
- A36: Proposals due date is January 18, 2019**
- Q37: RFP page 52, 13. Would the County accept the cost proposal in a sealed envelope versus a separate binder? This would avoid bidders submitting a separate binder with a single page of content.
- A37: Offerors are to submit a separate binder with cost and pricing information, including any other relevant data to support their price proposal per the RFP.**
- Q38: Please indicate whether the County will provide a DPF cleaning machine by the start of the new contract, or if the contractor will have to provide this equipment.
- A38: The County will provide equipment to maintain buses, to include DPF cleaning equipment.**
- Q39: What is the requirement for major component replacements – is OEM required or could the components be built in-house?
- A39: All parts are to be OEM and all repairs performed must be per OEM standards. Any outside work must be performed by OEM authorized vendors. See Appendix D-3 of the TECHNICAL PROVISIONS.**
- Q40: Will the County accept in-frame rebuilds?
- A40: All repairs shall meet required OEM standards. Please note that the determination of in-frames vs. R/R of total engine will depend on many factors as agreed upon by the County and contractor, to include consideration of warranties.**

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Q41: Currently there are human resource managers, accounting managers, clerks, field supervisors, window dispatchers, and trainers at each location. The cost proposal form does not have these positions listed. Please confirm that the contractor can add line items in the cost proposal to capture the cost for these positions.

**A41: See A18.**

Q42: Currently the CBA starting driver wage is \$16 per hour. Based on market data, the starting wage exceeds \$20 per hour. Please indicate if the County would object to the contractor increasing the starting driver wage above the CBA level to hire and retain qualified drivers.

**A42: The County is not a party to CBAs. All wage rates, benefits, and pricing determination are the prerogative of bidders. Offerors should also note that this is an open, fair and competitive bidding process. The County will consider the most advantageous proposal to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal.**

Q43: The Union has indicated that all locations should be on a 90% company contribution to the medical benefits plan, and 10% employee contribution to the medical benefits plan for West Ox and Herndon. This will increase the cost of medical benefits significantly. Please confirm all bidders should develop their cost proposal to account for changes in cost structures related to the CBA.

**A43: See A7. Offerors should also note that this is an open, fair and competitive bidding process. The County will consider the most advantageous proposal to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal.**

Q44: Q&A response 72 indicates parts cost of \$3.4M annually. Please clarify this does not include costs related to filters, brakes, electrical, front/rear end parts, Modules (PCM-IDM), batteries, major components, etc.

**A44: The estimated cost of 3.4 million for parts was provided by the incumbent and the County cannot verify all items included as parts expenses. Also, under this Contract, the County do not provide parts.**

Q45: Special Provisions Section 14.3, page 19 requires that "All pages should be formatted to print on 8" x 11" paper." Please confirm the printed page size as 8"x11". Would the County accept the proposal printed on the more standard 8.5"x11" paper?

**A45: Yes, the County will accept proposals formatted to print on 8.5"x11" paper.**