

ADDENDUM 1

Durham Public Schools Request for Statement of Proposal (RFP)

RFP # 179-2425-259-TRANS_TRANSPORT

Date: 3/18/25

ADDENDUM 1 – Questions and Answers

Q1. I wanted to know what type of vehicles are needed.

A1. Seven passenger's minivans

Q2. Do you need an actual bus or passenger van?

A2. Seven passenger's minivans

Q3. Is there an incumbent? If so, what is the awarded amount?

A3. Unable to provide requested information.

Q4. Can the district please confirm the number of students currently transported by private contractors and the estimated number of students that will require private contractor transportation next school year?

A4. TBD, Support overcrowded buses and the arrival of late buses to schools.

Q5. With regards to the number of students currently transported by private contractors utilizing small vehicles, can the district please provide historical and/or estimated information on:

- o Average number of students per one-way trip**
- o Number of one-way trips per month**
- o Average mileage per one-way trip**
- o Total trip mileage per month**

A5. TBD depending on the need during the school year.

Q6. Can the district please confirm their current providers and rates?

A6. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q7. Can the district please confirm their desired pricing format?

A7. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q8. Will the district allow for contract negotiations post RFP?

A8. No negotiations allowed after post-award.

Q9. Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

A9. One Awardee / Multiple Providers

Q10. Is this RFP intended to supplement or replace existing contracts with current vendors?

A10. Replacing existing three-year term contract

Q11. We affix a 12x12 company identification logo to both the passenger and driver doors, in addition to providing the vehicle license plate and driver information through SMS and app communications for parents and caregivers. This information is also available through our web portal that only authorized district personnel have access to. Would the District accept this in lieu of the vehicle # requirement?" (p.12)

A11. RFP shall include all required information.

Q12. In the event of award, we will immediately hire drivers and source vehicles as we have done for hundreds of partners across the Country. In the past two years alone, we've onboarded over 10,000 drivers without a single delay. Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

A12. RFP shall include all required information.

Q13. Can the district please confirm if small passenger vehicles (Sedans, minivans, SUVs) require First Aid Kit, Fire Extinguisher, Fire Blanket, etc. as mentioned on p.12?

A13. Seven passenger's minivans, No- Sedans or SUVs allowed to transport, each vehicle shall always maintain the following safety items.

Q14. Can the District please allow the use of verified e-signatures (e.g., through DocuSign) for this submission?

A14. Attempts to submit a proposal via facsimile (FAX) machine, telephone, or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.

Q15. Can the District please allow for digital submission (e.g., by email or portal upload, or similar)?

A15. Attempts to submit a proposal via facsimile (FAX) machine, telephone, or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.

Q16. Will the Vendor be responsible for procuring their own parking for the 12 buses? Or will there be parking available on school premises?

A16. Vendors are responsible for their own parking.

Q17. Should the Vendor expect more than 10 + 2 vehicles being required to meet the needs of this RFP?

A17. Yes, 10 vehicles minimum for transport, 2 vehicles for spares if needed.

Q18. How many routes will the Vendor be responsible?

A18. TBD depending on the need during the school year.

Q19. Will the Vendor be required to supply any wheelchair accessible or special needs buses?

A19. Yes, if needed

Q20. Does the Durham Public Schools have a routing system?

A20. Yes, for school buses only. Vendors will be responsible for routing their own vehicles.

Q21. What technology and software are provided by Durham?

A21. No technology or software will be provided.

Q22. What technology and software are required to be supplied by the Vendor?

A22. None

Q23. How many buses will Durham Public Schools be operating?

A23. TBD depending on the need during the school year.

Q24. What base unit of pricing does Durham Public Schools want?

- a. Annual
- b. Monthly
- c. Hourly
- d. Combination of the above

A24. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q25. If the Vendor does not presently have the vehicles registered that will be used to fulfill the contract because a new fleet will be placed on order for this operation, may the Vendor leave section 2.1(d) and 2.1(e) blank?

A25. RFP shall include all required information.

Q26. ROUTING and ROUTES:

- What routing software is used by the district?
- Will the district route, or will the contractor route?
- Who will pay for the routing software?
- How many routes is the district looking to outsource?
- Will the number of routes assigned to the contractor remain consistent each year?
- Will the length of the routes (hours and miles) remain consistent?
- Or, will routes be assigned “as needed”?
- Please provide routing files that include the miles and hours for the routes that will be outsourced. (Turn by turn instructions)
- Please provide additional information on late buses and shuttles.
- How many late buses per day? How long are these routes (hours, miles).
- Please provide additional details on shuttles: how many each day, route hours and miles.
- Is summer work included? If so, please provide summer route details: # days, route times, hours and miles.

A26. Vendors will be responsible for routing their own vehicles. Support overcrowded buses and the arrival of late buses to schools. No summer work is needed.

Q27. What is the current district transportation budget?

A27. Unable to provide requested information.

Q28. FLEET:

- Is air conditioning desired?
 - Are integrated child seats required? If so, how many per bus.
- Are seat belts required?

A28. Yes, air is desired. No, Integrated child seats and seat belts are not required.

Q29. FACILITY:

- Is there a district-owned facility that the contractor could use, that is not co-located with District transportation operations?
- If so, are there on-site fuel tanks?
- If so, are fuel storage tanks in ground or above ground?
- If so, what is the age of the fuel tanks?

A29. No, contractors supply their own fuel.

Q30. STAFFING:

- How many routes does the district currently operate?
- How many routes is the district unable to operate due to driver shortages?

A30. Support overcrowded buses and the arrival of late buses to schools.

Q31. DRIVER LABOR:

- Please provide a copy of the CBA if one is in place, for the district drivers.

- Please provide the current wages and level of seniority for current drivers.
- Are drivers currently receiving and employer paid health benefits?
- If so, what is the per employee contribution for each level (single, plus one, family)
- What is the employer contribution per employee, for each level?
- How many PTO days do drivers receive?
- How many paid holidays do drivers receive?

A31. Unable to provide requested information. Contractor is responsible for their employee's salary.

Q32. MONITORS

- Do any routes require monitors?
- Please identify the routes that require monitors.
- Do any routes require more than one monitor?

A32. Some routes may require a monitor, this will be communicated as needed.

Q33. OTHER:

- Do any of the routes require car seats/three-point belts?
- If so, how many cars seats/three-point belts?
- If so, will this equipment be provided by the contractor or the district?
- Is there a need for a repeater? Who will provide? (Contractor or District?)
- Are any routes on dirt roads? If so, how many?

A33. Some routes may require a car seat, this will be communicated as needed. Vendors is responsible for all safety equipment and or car seats if needed. Dirt roads are undetermined, this will depend on the location of the students.

Q34. If contractor is to provide extracurricular work, please provide an estimate of extracurricular trip (Athletic and Field Trip) volume for the school year: number of trips; hours and miles traveled for the year.

A34. No extracurricular activities, to and from school transport only.

Q35. Please provide a calendar for the 2025-26 school year. If one is not available, please provide a current school year calendar and information on any anticipated changes.

**A35. <https://drive.google.com/file/d/1ZE-lvKSeSh434QznJVV3a7k4dT7-L5vE/view>
https://drive.google.com/file/d/1txSEC0fR1K_sfoe5ZyUeEo2DfxFW5T7N/view
https://drive.google.com/file/d/1SrOhCW5ZHfts_qobUQ1bRSMfdFmB2yUq/view**

Q36. How many school days in the school year?

A36. 180 days- school calendar

Q37. Would the district provide a price page that requests specific information? (Daily rate based on a specified number of hours?)

A37. Unable to provide requested information.

Q38. Is the district open to contracting with companies that have smaller capacity vehicles like sedans, SUVs, and Wheelchair accessible vehicles?

A38. Unable to provide requested information.

Q39. Who is your current sedan-based transportation provider or providers?

A39. Unable to provide requested information.

Q40. What are the current rates with your current Alternative Transportation/sedan based vendor?

Can you also provide any price sheets, amendments or addendums related to pricing?

A40. Unable to provide requested information.

Q41. Can you please provide a copy of the district's transportation agreement with the current vendor in addition to the certificate of insurance provided by your current vendor?

A41. Unable to provide requested information.

Q42. How many Special Needs / McKinney Vento students to transport to school does the district have?

A42. TBD depending on the need during the school year.

Q43. How many routes/vehicles are currently used to transport your students utilizing specific to sedan based alternative transportation? What's the average number of students per vehicle?

A43. TBD depending on the need during the school year.

Q44. How many routes/vehicles are currently used to transport your students utilizing Vans?

A44. TBD depending on the need during the school year.

Q45. For sedan-based travel, what is the average distance traveled for each one-way trip?

A45. TBD depending on the need during the school year.

Q46. What is the total yearly value of this contract specific to alternative transportation and sedan-based travel?

A46. TBD depending on the need during the school year.

Q47. What's the yearly value of this contract for Vans and yellow buses?

A47. TBD depending on the need during the school year.

Q48. What's the volume of vans / TNC and/or yellow buses?

A48. TBD depending on the need during the school year.

Q49. What is the anticipated minimum number of rides per day that will be allocated to an awarded sedan-based vendor?

A49. TBD depending on the need during the school year.

Q50. What is the anticipated minimum number of rides per day that will be allocated to an awarded Van based vendor?

A50. TBD depending on the need during the school year.

Q51. What is the anticipated minimum number of rides per day that will be allocated to an awarded yellow bus vendor?

A51. TBD depending on the need during the school year.

Q52. Could you please elaborate on the criteria used to determine whether a student is assigned to a solo ride or included in a carpool arrangement?

**A52. Support overcrowded buses and the arrival of late buses to schools.
Transportation team will the need of student's transportation.**

Q53. Do you currently transport any students in wheelchair-accessible vehicles? If so, how many vehicles are currently being used?

A53. No

Q54. Do you require any special equipment to transport the students? e.g. Safety Vest (Harness), Car Seat, Booster Seat, Buckle Guard etc.? What's the number of students who need such equipment based on the current contract?

A54. Yes, TBD depending on the need during the school year.

Q55. Can the Spreadsheet Fleet List be provided post-award? Since drivers are not assigned to routes until the contract is awarded, we would be able to submit it after that point.

A55. RFP shall include all required information.

Q56. Is there flexibility in the submission process to allow Contractors to present a customized bid price form that reflects our specific pricing structure which often results in price savings for our districts partners? Our base price fee + a per-mile fee is the industry standard for small capacity sedan-based transportation.

A56. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q57. How will the district evaluate and compare bids with differing pricing structures, such as a base fee plus mileage versus a per-mile rate.

A57. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q58. Per state requirements, our WAV providers require Fire Extinguishers and First Aid Kits. However, the industry standard for Ambulatory transportation is to not request such items for sedan-based travel. Would the district consider adjusting requirements designed for WAV transportation for ambulatory sedan-based transportation?

A58. No contract modifications

Q59. Could you please provide the specific types of insurance required for sedan-based transportation, along with the coverage limits for each?

A59. Automobile liability insurance covering liability for bodily injury and property damage combined of \$1,000,000.00. Un-Insured and Under-Insured Liability Insurance in the amount of \$1,000,000. Automobile liability must cover any auto and cover sexual misconduct with minimum limits of \$100,000/\$300,000. Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

Q60. The requirements for this RFP are primarily written for buses and are generally inapplicable to sedan based alternative transportation, would you be open to adjusting the transportation requirements to accommodate the use of small-capacity vehicles in place of traditional buses?

A60. No contract modifications

Q61. Would a vendor be disqualified if there is a public record of pending litigation for Any of their independent contractor drivers within the past 2 years?

A61. Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor.

Q63. Could you please confirm the vehicle size required for the operation?

A63. Seven passenger's minivans

Q64. What are the total number of vehicles required for this operation?

A64. 10 vehicles minimum for transport, 2 vehicles for spares if needed. Maximum total vehicle number depends on the vendor.

Q65. Could you please provide the anticipated daily hours for each vehicle?

A65. Service shall be made available between the hours of 5:30 a.m. until 6:30 p.m., also recognized that emergencies, inclement weather conditions and other causes may necessitate transportation services outside of the time set out above.

Q66. Could you please confirm the requested pricing structure? Should the contractor provide a daily rate per vehicle? Hourly rate? etc...

A66. Pricing: daily rate per van, daily rate per van + safety assistant, daily rate per student, daily rate per student + safety assistant

Q67. What are the anticipated number of routes that will be awarded?

A67. TBD depending on the need during the school year.

Q68. Will any office space of bus parking space be allocated to the contractor?

A68. No, contractor is responsible for parking.

Q69. Could you please confirm the anticipated award date and start date for this contract?

A69. Award date: 3/18/2025, Start date: August 25, 2025

Q70. Could you please provide the routes in with the contractor will be responsible for completing?

A70. TBD depending on the need during the school year.

Q71. Will the District allow contract negotiations post-award?

A72. No negotiations allowed after post-award.

Will the District allow sexual misconduct insurance to fall under umbrella coverage?

a. If not, will the district allow sexual misconduct insurance to fall under a sexual abuse and molestation policy?

Q73. Will the District allow for the following modifications to 4.1 CONTRACT TERM, Paragraph 1?

a. The Contract shall have an initial term of three years, beginning on the date of contract award (the "Effective Date"). The Vendor shall, upon submitted transportation request by District, begin work under the Contract within thirty (30) business days of the Effective Date.

i. Please note that we are requesting this exception to ensure that if our services are not needed during the first 30 days, we will not be in breach of contract.

A73. No contract modifications

Q74. Will the District allow for the following modifications to 4.1 CONTRACT TERM, Paragraph 2?

a. At the end of the Contract's current term, Durham Public Schools shall have the option, upon written amendment executed by the parties in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. Durham Public Schools will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, Durham Public Schools reserves the right to request to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

A74. No contract modifications

Q75. Will the District consider waiving the requirement for invoices to include an original signature from the Vendor's Project Manager?

Will the District consider the following modification to 4.9 PERSONNEL?

a. Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. Durham Public Schools will approve or disapprove the requested substitution in a timely manner. Durham Public Schools may, in its sole discretion, terminate the services of any person providing services under this Contract, upon written notice to the Vendor. Upon such termination, Durham Public Schools may request acceptable substitute personnel or terminate the contract services provided by such personnel.

A75. No contract modifications

Q76. Will the District please detail the terms for liquidated damages?

a. Will the District consider negotiating these terms post-award?

A76. Predetermined sum of money paid to compensate for a breach of contract. They are a clause in a contract that estimates the amount of loss to an innocent party if the contract is broken. No negotiations allowed after post-award.

Q77. The RFP specifies that vehicles must be "identified by company name and vehicle number on the outside of the vehicle in a highly visible area." Our vehicles display company-branded stickers on the passenger-side windshield but do not have vehicle numbers. However, parents/guardians and school or district staff can access route and vehicle information through our user-friendly technology platforms. Would this alternative identification method be acceptable?

A77. All vehicles used for transporting DPS students shall be identified by company name on the outside of the vehicle in a highly visible area. All vehicles used for

transporting DPS students must also display vehicle numbers in a highly visible area.

Q78. Will the district consider the following modifications to the first point (PERFORMANCE AND DEFAULT) under ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS?

a. If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, Durham Public Schools shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of Durham Public Schools, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to Durham Public Schools for damages sustained by Durham Public Schools by virtue of any breach of this contract, and Durham Public Schools may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due Durham Public Schools from such breach can be determined. Durham Public Schools reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to Durham Public Schools.

In case of default by the Vendor, Durham Public Schools may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby, not to exceed ten percent (10%) more than the cost had Contractor provided the same services. Contractor's obligation shall not continue beyond the then-current contract term. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Durham Public Schools may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with Durham Public Schools.

A78 No contract modifications

Q79. Will the district consider the following modifications to point 13 (INSURANCE, a.) under ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS?

a. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to maintain Automobile Liability insurance in the amounts of \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage per accident. provide the same coverage for any of his employees engaged in any work under the Contract.

A79. No contract modifications

Q80. Will the district consider the following modifications to point 13 (INSURANCE, c.) under ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS?

a. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

A80. No contract modifications

Q81. Will the district consider the following modifications to point 18 (TERMINATION FOR CONVENIENCE) under ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS?

a. Durham Public Schools Either party may terminate this contract at any time for any reason by providing 30 days' notice in writing from Durham Public Schools to the Vendor other party. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Durham Public Schools, become its property. If the contract is terminated by Durham Public Schools as provided in this section, Durham Public Schools shall pay for services satisfactorily completed rendered by the Vendor, less any payment or compensation previously made.

A81. No contract modifications

Q82. How many Buses are needed for the contract? Is there a limit?

A82. TBD depending on the need during the school year.

Q83. How much commercial insurance should a contractor have

A83. Automobile liability insurance covering liability for bodily injury and property damage combined of \$1,000,000.00. Un-Insured and Under-Insured Liability Insurance in the amount of \$1,000,000. Automobile liability must cover any auto and cover sexual misconduct with minimum limits of \$100,000/\$300,000.

Q84. Does this contract call for wheelchair lifts?

A84. TBD depending on the need during the school year.

Q85. What is the age limit on contractor's vehicles?

A85. The average age of the contractor's vehicle fleet used to transport Durham Public Schools students shall not exceed ten (10) years. Prior to vehicles becoming sixteen (16) years old, the Carrier shall replace them with newer vehicles acceptable to DPS at the Carrier's sole expense.

Q86. Who is the current vendor(S)?

A86. Unable to provide requested information.

Q87. Are you experiencing any significant transportation issues?

A87. **Support overcrowded buses and the arrival of late buses to schools.**

Q88. Can you provide and estimated date of award?

A88. **3/18/2025**

Q89. Can you provide student data for the most recent school year? This can be limited to student pick up/drop off addresses, school addresses, and bell times. If applicable, please provide equipment requirements (car seats, safety vest, wheelchairs, etc.), and monitor requirements.

A89. **Unable to provide requested information.**

Q90. Can you provide your average one-way mileage per trip for the most recent school year?

A90. **TBD depending on the need during the school year.**

Q91. Can you provide your average one-way mileage per trip for the most recent school year?

A91. **TBD depending on the need during the school year.**

Q92. Can you provide an estimated/average number of students to be transported under this contract?

A92. **TBD depending on the need during the school year.**

Q93. Will there be a Pre-Bid conference for this RFP?

A93. **No**

Q94. When does the district anticipate a contract award and when would the contractor be expected to start service? Please provide a copy of the 2025 school calendar.

A94. **Award date: 3/18/2025, Start date: August 25, 2025:**
<https://drive.google.com/file/d/1ZE-lvKSeSh434QznJVV3a7k4dT7-L5vE/view>
https://drive.google.com/file/d/1txSEC0fR1K_sfoe5ZyUeEo2DfxFW5T7N/view
https://drive.google.com/file/d/1SrOhCW5ZHfts_qobUQ1bRSMfdFmB2yUq/view

Q95. Is there a similar contract currently in place for these services? If so, please provide:

- i. Copies of the pricing sheets for the contract(s)
- ii. Copies of invoices for last two available months.

A95. **Yes, Unable to provide requested information.**

Q96. Section 6. page 12, references vehicles:

- i. Number of vehicles currently provided, including vehicle type (bus, van, etc.) **TBD depending on the need during the school year.**
- ii. What is the minimum capacity of non-bus vehicles? **Seven passenger minivans**

- iii. Are any vehicles required to have wheelchair lifts? **No**
- iv. Are cameras required? **Not required but highly recommended**
- v. Is GPS required? **Not required but highly recommended**
- vi. The RFP indicates that “The carrier shall provide and maintain a minimum of (10) vehicles. If awarded 10 vehicles, will the district provide a guarantee for the number of annual school days? **TBD depending on the need during the school year.**
- vii. What is the maximum number of vehicles the district may require?

A96. **10 vehicles minimum for transport, 2 vehicles for spares if needed. Maximum total vehicle number depends on the vendor.**

Q97. Will the contract include both regular home to school service and service for students with disabilities?

A97. **Yes**

Q98. Will the contractor be provided with any guarantee relative to the number of vehicles and days that service will be required?

A98. **TBD depending on the need during the school year.**

Q99. Will a bid bond be required?

A99. **No**

Q100. Will a performance bond be required?

A100. **No**

Q101.

A101.

