

Question #	Page	Topic	Question	TCRTA Answer
76	61	Technology	Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.	TCRTA has provided its ITS Standard/Specification that will be used for in-bus technology moving forward.
81	65	Fleet	Please clarify the number of vehicles used in revenue service for each service by day of week, the peak service hours and number of buses in service at these times.	TCRTA has provided a Revenue Vehicle Worksheet that describes the number of vehicles used in revenue service for each mode.
111	83	Transit Center Bathrooms	Please clarify whether the Contractor is responsible for public bathroom cleaning and supplies. If so, please provide the amount paid for bathroom supplies, paper product, etc. by month for the past 24 months. Please provide detail on the number of bathrooms, stalls, air drier vs paper towels, etc. so that Contractors can properly budget	Contractor is responsible for public bathroom cleaning and supplies. Historical costs are not available.
121		Forms	Please provide the required Forms in Word document format	The required forms will not be provided in Word.
167	125		Please provide ADM-0227F and ADM-0312F forms.	ADM-022f and ADM-0312f Disadvantaged Business Enterprise (DBE) forms will be initiated after contract.
196			G. 4., at the top of page 21, asks that our technology be compatible with TCRTA's. Please list the existing technology and any plans to add particular types of technology or any consideration of changing from one to another. In particular, please consider these technology related questions: Does TCRTA desire integration with all current ITS on vehicles? If yes, please provide the make and model of all devices used by these solutions. For APC, how many doors are on each vehicle? What is the type of infotainment system installed on the vehicles? Does it need a GTF5-RT feed in order to operate? What is the make and model of the internal digital destination signs? DO they have a J1708 connection? What are the make and model of the electronic fare boxes? Do you want reports from those fare boxes? What are the make and model of the cellular routes/modems used for passenger WIFI? Please state the type of device, make and model of any mobile data terminals? What is the current security camera system being used and how many cameras are currently on each vehicle? Do you want an integrated camera system with the CAD/AVL?	TCRTA has provided its ITS Standard/Specification that will be used for in-bus technology moving forward.
207			Please describe the mechanism of determining "unclassified revenue" and reaching a percentage as mentioned in the incentives and disincentives in Section 7 on pages 82 and 83.	Fareboxes on occasion jam up during the course of operations. In order to correct this problem, the bus operator presses a 'dump key' that dumps all cash and coins into the holding box. Since all the revenue is dumped instantaneously, the system does not have a chance to classify the revenue.
208			Price pages: Can we choose between mileage and hours as a variable rate, or do you want both stated? If both, are they complementary or independent of each other	Hours for fixed route, paratransit, and on-demand service. Mileage for Central Yard maintenance.
209			Road supervisors planning is described with a couple of variations – Not dedicated –page 17 Dedicated – top of page 21 – 4 dedicated for all service hours – so need far more than 4 (reiterated during pre-proposal conference by Mr. Barragan) 20-minute response time in huge service area – page 64 (letter F), describes need for supervisors differently with some further variance. We highly value what road supervisors create for high quality service. The weekday span of service is a 16-hour day. Staff will need to arrive prior to service, have overlap with late shift staff and that shift will need to work beyond the close of service. Weekends create an opportunity to create schedules that minimize OT while meeting the "4 in service at all times" standard. Please clarify the staffing requirements for road supervisors.	A minimum of 4 road supervisors must be on duty during the entire service span each day.
210			With your reference to considering CalTIP insurance, we want to make sure that our exposure will be covered. Please state the amount of coverage (Auto Liability limit) afforded by CalTIP. We need to determine our exposure for a catastrophic loss above CalTIP insured limits. Does the CalTIP coverage include General Liability and if so, what is the insured limit per occurrence? If General Liability is included, does it affirm coverage for Abuse & Molestation or is there a separate policy for this coverage? Since there is a SPAB requirement, we want to know that our school bus related coverage is equivalent to what CalTIP offers. What is the deductible under the CalTIP program and who is responsible for payment of the deductible? We have a broad network of operations throughout the country spanning many years. Your question 7, on page 24 requests all claims paid over \$25,000. Will you consider limiting this to the last five years and claims paid in California only?	CalTIP membership is being considered and TCRTA has not been quoted or approved. CalTIP does provide GL. At this time we don't have any further information on CalTIP insurance. It is TCRTA's desire to become a CalTip member for Auto Liability and General Liability.
211			The RFP and pre-proposal presentation show the contractor provides three types of software: CAD, AVL and CRM. U on page 75 introduces runcutting software. This type of application is very expensive for operations. Runcutting software is expensive and not used with sufficient frequency, in our experience, to justify its use. Please clarify the need for runcutting software.	Runcutting software is not required to be provided by Contractor.
212			Please provide the current rates paid, by service area, to the existing contractors for variable and fixed costs. Also, please indicate the total amount paid, by service area, to the contractors for the last fiscal year.	Existing rates paid to existing contractors will not be provided.
213			Please provide the revenue service hour definition for each of the services listed in the RFP.	Already answered.
214			Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for these services.	Due to the recent consolidation, TCRTA is not able to provide complete data for each service. Please refer to Addendum No. 1 for estimated revenue hours and miles starting July 1, 2022. Please note that the current service structure is not reflective of the service beginning on July 1, 2022.
215			Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible. It is important to us to propose software that is a good fit.	Unknown
216			Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractors? How many are provided by the agency?	Already answered.
217			During the transition, how many vehicles will be made available to the incoming contractor to perform training?	Already answered.
218			Please confirm whether the Contractor is responsible, if the agency chooses contractor maintenance, for engine and transmission overhauls for the vehicles.	Yes
219			Please list what facility repair responsibilities the contractor will have, if the agency chooses contractor provided maintenance.	Facility repair will be the responsibility of TCRTA. Maintenance of Central Yard vehicles is the responsibility of Contractor.
220			Please provide the last 12-month history for major component replacement and repair for the Central County Yard assigned fleet.	Please see Addendum No. 3
221			Are there any remaining warranties for the Central County Yard assigned fleet or provided equipment?	Please see Addendum No. 3
222			What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.	Due to the recent consolidation, TCRTA is not able to provide this data. Please note that the current service structure is not reflective of the service beginning on July 1, 2022.
223			Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract(s).	TCRTA was not the operator during the full past 12 months. As of July 1, 2021 no liquidated damages or incentives have been earned.
224			Please provide a list of the positions currently provided by the contractors for this operation. Please indicate whether these positions are 100% dedicated to this contract.	Refer to Addendum No. 2
225			We intend to hire as many of the existing employees as possible and to meet the standards of 1070-1074. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service and current rate of pay.	Refer to Addendum No. 2
226			Are the current drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement(s) and the contact name and number for the union representative.	Refer to Addendum No. 2
227			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. This information will provide an avenue to meet CA 1070-1074.	Refer to Addendum No. 2

228		Please provide copies of the last twelve months of management reports from the contractors.	TCRTA will not provide this information.
229		Please provide copies of the last twelve months of invoices from the Contractor.	TCRTA will not provide this information.
230		Please provide a copy of the current contract(s) for these services.	TCRTA will not provide this information.
231		Does the janitorial requirement for the transit centers include the bus/passenger staging areas or only the interior customer service facility area?	Yes both
232		Will the various schedules be built to best accommodate the meal and rest period requirements of the State of California?	Yes
233		What vehicles have what hardware? Pax counters APC, annunciators, LED screens, etc.	TCRTA has provided its ITS Standard/Specification that will be used for in-bus technology moving forward.
234		The service hours for Tulare commuter and fixed route change from the RFP/Pre-proposal handout and the addendum. Please provide a listing of what those changes are.	2022 Bus Schedules have been posted on the website
235		The service hours for the Tulare circulator changes from the RFP/Pre-proposal handout and the addendum. Please provide a listing of what those changes are.	2022 Bus Schedules have been posted on the website
236		The service hours for the Porterville circulator changes from the RFP/Pre-proposal handout and the addendum. Please provide a listing of what those changes are.	2022 Bus Schedules have been posted on the website
237		There are 43 buses listed as housed at the Central Yard. Do these buses represent the fleet the contractor would maintain if selected to handle maintenance?	Yes
238		Does our CAD system need to track the Uber driven on demand service utilization?	No
239		How many calls per day or month or how many trips per day on average. Would those calls include or exclude the Uber (On Demand) trips?	Due to the recent consolidation, TCRTA is not able to provide this data. Please note that the current service structure is not reflective of the service beginning on July 1, 2022.
240		What application are you using for headsigns that we need to coordinate with our proposed software?	TCRTA has provided its ITS Standard/Specification that will be used for in-bus technology moving forward.
241		RFP Page 15, Section 6.3.i. Transit Employee Protective Agreements (TCRTA does not have a form please use Proposer agreements): Please clarify this requirement. Contractors do not apply to the FTA for funding and are not party to any transit employee protective [13 (c)] agreements. If contractors do not have an agreement to submit, would TCRTA consider amending this Required Form to "as applicable"? Please confirm our understanding that transit employee protective agreements [13 (c) agreements] are signed by the transit agency in connection with an application for a grant of federal assistance by the FTA, and a requirement of funding is that the agency has entered into 13(c) agreement protecting the transit employees that may be impacted by the FTA-funded project.	Yes, "as applicable".
242		RFP Pages 2, 14, 29. Confidentiality: Page 2 states: Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or proprietary information. Page 29 states: The Proposer may submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal. Please clarify how and where confidential and proprietary information is to be submitted.	The Proposer may submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.
243		General, Phone System: What make and model of current phone system provided by TCRTA and what IVR capabilities is the phone system currently utilizing or is required to have for this RFP?	Contractor is required to provide phone system at each TCRTA facility.
244		Page 61, Phone System: Paragraph F, states that TCRTA is to provide phone, please confirm what type of phone system will be provided for contractor's use at the varying facilities and that the bidder is not to provide the phone system. If bidder is required to provide a phone system, please provide desired functionality and reporting requirements.	Contractor is required to provide phone system at each TCRTA facility. Phone reporting is only required for the Call Center. Reports should include: 1) Total # of calls, 2) Total # of missed calls, 3) Telephone hold times
245		General, Phone System: Does the TCRTA phone system have call recording, reporting capabilities, where is my ride capabilities?	Contractor is required to provide phone system at each TCRTA facility. TCRTA does not require call recording or my ride capabilities. However, these features are a desire in the future.
246		General, Phone System: Are TDD/TYY capabilities required? If yes, which party is to provide?	Contractor is required to provide phone system at each TCRTA facility. The Call Center must have TDD/TYY capabilities.
247		Vehicle Equipment: Are bidders required to make Wi-Fi available on vehicles? Are there any specific requirements for the Si-Fi system all bidders should account for in their pricing?	TCRTA will provide the cellular network on fixed route vehicles. TCRTA will manage passenger wifi.
248		Page 71, Onboard Technologies: Please provide list of all onboard technology currently on each bus, noting which party is responsible for maintenance and replacement of the onboard technology. Details sought are: which vehicle have camera systems (make, model) and fare boxes (make, model) and other technology.	TCRTA has provided its ITS Standard/Specification that will be used for in-bus technology moving forward.
249		Ticket Sales: What technology is to be used for ticket sales in the ticket offices and what technology is on the bus for collecting fares (tickets)? Who is responsible for providing and maintaining the ticketing system?	TCRTA is the process of purchasing a Genfare fare collection system. Ticket offices will be equipped with Genfare Point of Sale equipment. TCRTA is responsible for Genfare maintenance.
250		Page 10, Agency information: Please provide fleet roster for each member agency to include age, mileage, vehicle condition, fuel type, vehicle history and planned replacement schedule.	Fleet Inventory is provided in Addendum No. 1. Replacement schedule is being developed.
251		Page 11, Agency information: Please describe the functions of the TCRTA Customer Service personnel and the functions of the Contractor's Customer Service personnel in the new term.	Contractor is responsible for Call Center staff (Customer Service and Trip Reservation). Contractor is responsible for Customer Service (Ticket Agents) at the three Transit Centers.
252		Page 19, Management Plan: Does a Microsoft project plan support the requirement of a graph/chart in paragraph 3.B?	Yes
253		Page 20, Operations Plan: Who is responsible for complaint investigation and who can close the complaint?	Contractor will investigate the complaint. TCRTA may also investigate the complaint. TCRTA will close the complaint.
254		Page 58, Emergency Response: Please describe the capital needs a Contractor would be providing in paragraph 11.	Contractor is not responsible for any capital needs for Emergency Response.
255		Page 54 Service Hours and Days, Page 59 Transit Center: Customer Service persons at the three ticket offices (Dinuba, Porterville, and Tulare) are M-Sat 7am-7pm, Sun 8am-5pm. What personnel are expected to be onsite at the Transit Centers and what hours of operation should the bidders use for those onsite transit center persons (beyond the ticket agents)?	Customer Service (Ticket Agents) and Janitorial Staff are the only personnel expected to be at the Transit Centers. Road Supervisors and Management may utilize existing office space, if so desired. Dispatching and Call Center staff will be located at the Central Yard.
256		Page 70, Vehicle Cleaning: Will a wash bay with water reclamation be provided by TCRTA at the central yard to support the daily exterior cleaning by Contractor personnel? If one is not provided, this will cause the Contractor to shuttle the vehicles to an off-site location for cleaning which may be up to 18-20 miles away.	Contractor shall be responsible for all water containment and collection at TCRTA or City facilities if wash rack is not available or inoperable. Proposer is not relieved of cleaning the vehicles if a bus wash rack is not available or inoperable
257		Page 70 Vehicle Cleaning, Page 10 Self-Performed Maintenance for North and South Yard: Please confirm bidder will not be responsible for cleaning vehicles at the North and South yards.	Contractor is responsible for cleaning all TCRTA vehicles located at the three TCRTA Yards.
258		Page 85, Pricing Forms: Please provide the definition of a revenue hour for all the services contemplated in the RFP.	Already answered.
259		Page 59 Section 13, Bidder Provided: Is Ecolane the preferred CAD/AVL paratransit solution for TCRTA paratransit system?	TCRTA does not have a preference.
260		Page 61, TCRTA Provided Equipment: In Section D, Radios are called out as TCRTA provided, what are the make and model and quantity of the radios provided and are radios to be used to communicate with drivers throughout the term of the contract?	Already answered.
261		Page 15, Section 6. Submission Package Outline, and Page 17, Section 10. Plans: The Submission Package Outline uses lower case letters for the Plans and Schedules, and the Plans section uses numbers for the same subsections. Please clarify the numbering format that should be followed for proposals.	The numbering format as listed on page 15 should be followed.

262		Page 22, Maintenance Plan: Please confirm that the contractor will be responsible for the cost of all TCRTA provided revenue vehicle repairs including major components (Engine, Transmission, Differential, W/C lift replacement).	Central Yard Vehicles Only, already answered.
263		Page 61, General: Please provide an inventory of Office furniture/Shop equipment and parts that TCRTA will provide to the Contractor for the Central Yard, Ticket Offices and Transit Centers?	Refer to Addendum No. 3
264		General: Is there any requirements or specifications/preference regarding the age, model, or fuel requirement of any Contractor provided support vehicles?	No
266		Page 60, Section 15. Bus Stops: Will TCRTA be providing any vehicles and or equipment (Pressure washers) for Shelter or bus stop cleaning to the Contractor?	No
267		Pages 69-71, Section J. Fleet Cleaning: Will the City of Tulare's wash bay still be available for bus washing?	No
268		Pages 69-71, Section J. Fleet Cleaning: If bus washing is still done at the City of Tulare's yard will TCRTA continue to compensate the city for its use, or will this be a contractor responsibility? If it is a contractor responsibility, how much monthly compensation to the City of Tulare should bidder's account for in their pricing?	City of Tulare was bay will not be utilized in the performance of this contract.
270		Page 12, Section 2: Will TCRTA consider follow-up questions to the January 28 responses to clarifications? This would allow bidders to review the provided clarifications and gain further understanding if needed on a particular response.	Please refer to Addendum No. 3 for the updated schedule.
271		Page 8 Definitions, Page 15-16 Section 2, 4.1.7. Transmittal Letter: Different officers in our company hold the responsibilities of being authorized to sign proposals and bind the firm to the terms of the proposal, negotiate contracts, and sign contracts on behalf of the organization. Will TCRTA accept the signature of a person authorized to bind the offering firm to the terms of the proposal (as indicated in the cover letter requirements) on the cover letter and required forms?	Yes
272		Page 9 Section 2. Agency Information: Please confirm that in the maintenance option, TCRTA will provide the facility at the Central County Yard. If yes, please provide an equipment list of equipment provided by TCRTA.	Yes, refer to Addendum No. 3
273		Page 13, Section 3. Proposer Communications and Requests: Please advise whether bidders should submit exceptions/items for discussion to the terms and conditions should be submitted in advance of the proposal due date as a "pre-offer change" or should bidders reserve their exceptions/items for discussion for the "Form of Deviation".	"Form of Deviation"
274		Page 14, Section 2. Conditions, Exception, Reservations or Understandings: This section states that stating an exception may be permitted if submitted as an alternate proposal. If the base bid and pricing factor for all RFP terms and conditions, are bidders just permitted to submit exceptions/items for discussion with their proposals (using the "Form of Deviation") instead of creating an alternate proposal?	"Form of Deviation"
275		Page 56, Section 7. On-Demand Services: Please confirm that TCRTA is using the Uber mobile application for services delivered by the contractor (i.e. TCRTA is not using Uber for ambulatory transportation)	Correct
276		Page 57, Section 8. Complementary ADA Paratransit Service: What eligibility database is in use today? Please confirm TCRTA is seeking an eligibility module from which to manage all eligibility applications and profiles.	TCRTA does not have an eligibility database. Correct, TCRTA is seeking an eligibility module from which to manage all eligibility applications and profiles.
277		Page 59, Section 14. TCRTA Transit Centers: Please confirm that bidders should not factor for any janitorial responsibilities for the planned transit centers in Exeter, Farmersville, and Lindsay.	Correct
278		Page 60, Section 15. Bus Stops: Please confirm TCRTA will be responsible for providing bus stop poles.	Correct
279		Page 64, Section F. Road Supervision: Question: Please clarify the requirement for road supervision. Is it 4 supervisors on during the span of service or 4 supervisors during every hour of revenue service (i.e. 4 on duty at all times)?	A minimum of 4 road supervisors must be on duty during the entire service span each day.
280		Page 69, Section I. Fueling, Page 59, Vehicle Maintenance: Are there on site fuel tanks (gas, diesel and CNG) at each of the yards? If fuel capability is not on-site, please provide the location of TCRTA fuel locations.	Fueling capability is on site at each location.
281		Page 74, Section T. Dispatch: This section states that one dispatcher must be dedicated to fixed route and commuter and one dispatcher must be dedicated to ADA and On-Demand. Page 21 states: "At a minimum, Proposer shall have 1 dedicated dispatcher for each service (bus service, ADA complementary paratransit, and on demand)" Please clarify.	Already answered.
282		Page 80, Section JJ. Technology: Is TCRTA seeking two separate Computer Aided Dispatch/AVL solutions? One of paratransit and one for fixed route/commuter? If the requirement is only for a paratransit scheduling system, please advise what the fixed route/commuter CAD/AVL is in place?	TCRTA is seeking a Computer Aided Dispatch and AVL solution for both routes and paratransit.
283		Page 81, Technology: Is TCRTA wanting TripSpark for fixed route?	No preference
284		General: Has Visalia joined the joint powers authority, known as TCRTA?	No
285		General: Please provide the contract including amendments for Exeter and Farmersville.	Not available
286		General: Please provide one year of invoices for Exeter and Farmersville.	Not available
287		Page 135, Section Titled CAD/AVL/CRM Specifications: What is the Make and model of the AVA system, APC system, and TSP systems to which the CAD/AVL must integrate?	AVA, APC, and TSP systems may be integrated in the future. Please refer to the TCRTA ITS Standard - Specification Document for further details.
288		Page 135, Section Titled CAD/AVL/CRM Specifications: Can TCRTA provide an itemized list of all technologies in place by service type and City for the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake. Please confirm that TCRTA is looking for a central CAD/AVL, paratransit scheduling system, and CRM. Please provide the timing for the migration to a central platform(s).	TCRTA is seeking a central and uniform CAD/AVL, paratransit scheduling system, and CRM.
289		Page 136, Section Titled CAD/AVL/CRM Specifications: Does TCRTA manage their own social media? Proposer wants to confirm with whom we would work for the social media customer detail ingestion into the CRM system.	TCRTA manages its own social media accounts.
290		Page 136, Section Titled CAD/AVL/CRM Specifications: Does all customer feedback route through a TCRTA person for review or is the solution to ingest customer feedback from the various sources directly into CRM system for automatic workflow? What are those sources and, if digital sources, are there available api's?	All customer feedback must route through the CRM system.
291		Section 4 - General Contractual Provisions, Page 43, 5. Property, Casualty, and Liability Insurance, 2. Liability Insurance (Proposer): Will TCRTA consider the following language in this section? Proposer's insurance shall be issued by a company licensed (admitted) to transact business in the State of California and/or having an A.M. Best rating of A VII or better, or through a qualified self-insurance program approved by the State of California. Proposer is a qualified self-insurer for Automobile Liability insurance, approved by the State of California. Qualified self-insurance programs do not have AM Best ratings or classes. Please confirm Proposer's Automobile Liability qualified self-insurance program through the State of California is acceptable.	At the point of the contract, TCRTA will consider the proposed language following final review from TCRTA Risk Management.

292		<p>Section 4 - General Contractual Provisions, Page 44, 5. Property, Casualty, and Liability Insurance, 3. Liability, Physical Damage, Risk Control (TCRTA) "Optional", Collision and Comprehensive Coverage:</p> <p>Proposer is to provide pricing for Collision and Comprehensive Coverage for the actual cash value of the vehicles (based upon straight-line depreciation, the original purchase price and service life expectancy) as stated in the Fleet Schedule, however, the Fleet Schedule does not contain the required information to price this coverage.</p> <p>Please provide the original purchase price, straight line depreciation formula (used to calculate remaining book value) and service life expectancy for all vehicles listed in the Fleet Schedule in order to provide this pricing.</p>	TCRTA is unable to provide this information at this time.
293		<p>Section 4 - General Contractual Provisions, Page 44, 5. Property, Casualty, and Liability Insurance, 3. Liability, Physical Damage, Risk Control (TCRTA) "Optional", Garagekeeper's Legal Liability: This section requires Garagekeeper's Liability coverage, however, if Proposer is carrying comprehensive and collision insurance on the vehicle, what additional coverage is TCRTA looking for Proposer to price as damages to the vehicles in the Proposer's care for servicing would be covered under the comprehensive and collision coverage requested to be priced? In addition, Proposer's property policy has coverage for vehicles stored on Proposer's property, not covered by the Comprehensive/Collision.</p> <p>Please confirm the Comprehensive/Collision coverage that will be priced (once information is received) in combination with Proposer's property policy is acceptable to TCRTA instead of Garagekeeper's Legal Liability coverage.</p>	Garagekeeper's liability is not required at this time.
294		<p>Section 4 - General Contractual Provisions, Page 45, 5. Property, Casualty, and Liability Insurance, 4. Certificates: This section requires certificates of insurance shall provide that TCRTA shall be given no less than thirty days prior written notice of any non-renewal, cancellation, or other termination, or material change, except that only ten days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium. Commercial insurers provide notice of cancellation only, not non-renewal, termination or material change.</p> <p>Insurer requirements to provide notice of non-renewal or material change is not commercially available.</p>	At the point of the contract, TCRTA will consider this following final review from TCRTA Risk Management.
295		<p>Section 4 - General Contractual Provisions, Page 45, 5. Property, Casualty, and Liability Insurance, 5. Deductibles/ Retentions: Any deductibles or self-insured retentions must be declared to TCRTA. Proposer is a qualified self-insurer for Automobile and Workers Compensation insurance, approved annually by the State of California.</p> <p>Please confirm Proposer's qualified self-insurance program, approved annually by the State of California is acceptable.</p>	At the point of the contract, TCRTA will consider this, with additional details following final review from TCRTA Risk Management.
296		<p>Price Adjustment: Will TCRTA consider including a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by TCRTA, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.</p> <p>Contractor needs price protection for changes requested by TCRTA, or matters that were not contemplated at the time of Contractor's proposal.</p>	Existing terms and conditions of the TCRTA contract remain.
297		<p>Page 123, RFP: This section states Contractor agrees to comply with the requirements of 49 U.S.C.A 5333(b) and 29 C.F.R. Part 215 Will TCRTA consider revising to provide that TCRTA will be administratively and financially responsible for 13(c) obligations? Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union. Contractor should be responsible only for its obligations to bargain collectively with any union representing employees but should not be responsible for other 13(c) claims against TCRTA or the prior contractor.</p>	Existing terms and conditions of the TCRTA contract remain.
298		<p>Section 4, Terms and Conditions, Paragraph 13, Assignment: This section states Assignment requires prior written consent by TCRTA. Will TCRTA consider revising to provide such consent is not to be unreasonably withheld, conditioned, or delayed? An approval of an assignment should not be leveraged.</p>	Existing terms and conditions of the TCRTA contract remain.
299		<p>Section 6, Paragraph 2, Projected Revenue Hours and Miles: This section states TCRTA may require the addition and/or change of certain terms and conditions of the Agreement.</p> <p>Will TCRTA consider revising to require the agreement of both TCRTA and the Contractor for all revisions to the Agreement?</p> <p>One party to a contract should not have the unilateral ability to change the terms of the contract.</p>	Existing terms and conditions of the TCRTA contract remain.
300		<p>Section 6, Paragraph 17E, Responsibilities of Proposer, Employment: This section states a candidate who has a felony conviction shall not be considered for employment subject to limited exceptions.</p> <p>Will TCRTA consider revising to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws? Contractor will make individualized assessments of applicants with criminal histories but believes automatic disqualification of applicants based on "any felony" violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm</p>	Ask for full disclosure of any felony convictions. TCRTA will develop a safety committee to evaluate each situation.
301		<p>Environmental: Will TCRTA consider including a provision to make it clear that Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the TCRTA's facilities, or caused by any party other than Contractor? Contractor should not be responsible for existing issues or issues caused by other parties.</p>	Yes
302		<p>Force Majeure: Will TCRTA consider including a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes, pandemics, slowdowns, sick-outs, or other disputes, etc.)? Contractor should be excused from performance for circumstances beyond its reasonable control.</p>	Labor strikes are not a force majeure.

303			<p>Section 4, Paragraph 2, Indemnification: This section states Broad indemnity, including for claims caused by the negligence of TCRTA.</p> <p>Will TCRTA consider revising to limit indemnification to only those claims, damages, etc. caused by Contractor, and exclude claims, costs, or expenses arising from or relating to TCRTA's active negligence or willful misconduct?</p> <p>For damages resulting from the joint negligence of Contractor and TCRTA, damages should be apportioned on a percentage of fault basis.</p>	At the point of contract, TCRTA will consider these terms after final review of Risk Management.
304			<p>Section 1, Paragraph 1, Renewal: This section states Renewal options are at TCRTA's sole discretion. Will TCRTA consider revising to require mutual agreement for any extension of the agreement? Extension of the agreement should require mutual agreement.</p>	Existing terms and conditions of the TCRTA contract remain.
305			<p>Section 4, Paragraph 3(a), Termination for Convenience: This section states TCRTA may terminate at any time upon written notice to the Contractor. Will TCRTA consider revising to provide for 60 days prior notice of termination, and payment of Contractor's reasonable close-out costs? Contractor may have contract termination costs (including vehicle and real estate lease termination) as well as employment termination obligations required by law (WARN ACT, etc.).</p>	At the point of contract, TCRTA will consider these terms after final review of Risk Management.
306			<p>Page 37, Evaluation Criteria: Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost including startup costs?</p>	Already answered.
307			<p>Labor: Is there a living wage ordinance in effect for TCRTA for which bidders should factor in their pricing? If so, please provide bidders with a copy of the most recent ordinance and future ordinance projections so that all bidders may factor for these important costs.</p>	Already answered.
309			<p>Fare Collection: Will TCRTA have a unified fare policy at the start of contract?</p>	Yes
310			<p>Vehicles: Please clarify if the fleet provided by TCRTA meets the CARB standards, or if TCRTA plans on updating these vehicles to meet the new CARB regulations at TCRTA cost?</p>	TCRTA is responsible for the revenue fleet and meeting any state or federal requirements.
311			<p>General: What is the maximum number of trips performed in a given day?</p>	Question is to general, number of trips can be based from the 2022 TCRTA Schedules
312			<p>Page 75, Section 17, Responsibility of Proposer, U - Runcutting: What format does TCRTA plan to provide the schedule data during service changes/adjustments to the contractor for runcutting purposes?</p>	Contractor is responsible for runcutting
313			<p>Page 75, Section 17, Responsibility of Proposer, U - Runcutting: Please provide a list of all acceptable driver relief locations. Please also notate if any of these locations are mid-route.</p>	Contractor is responsible for runcutting
314			<p>Page 75, Section 17, Responsibility of Proposer, U - Runcutting: Please provide all current driver rosters, driver paddles and detailed vehicle blocking which shows all revenue trips assigned to each vehicle block for all services. As this will allow bidders to fully understand the driver manpower needs for their pricing.</p>	Contractor is responsible for runcutting
315			<p>Technology: Will the contractor or TCRTA provide internet at the transit centers?</p>	Contractor is responsible for internet service at all TCRTA facilities.
316			<p>Page 75, Section 17, Responsibility of Proposer, U - Runcutting: Are there any potential range issues for the electrified fleet as TRCTA performs the vehicle blocking? Also, is opportunity charging (inductive) contemplated for the future, or is all charging done at the Porterville yard. Are there any plans for further electrification of routes that are not currently based out of Porterville?</p>	Currently, range is not an issue with the ZEB fleet. Opportunity charging is being contemplated for the future. Charging infrastructure will be planned region wide.
317			<p>Page 11 and Page 17, Section 10, Plans: The RFP indicates that "Starting on July 1, 2022, the Agency will also be responsible for the following: customer service and trip reservations. Page 17 section 10 shows minimum staffing requirements for 3 customer service agents. Please indicate whether the agency or contractor will be responsible for customer service and trip reservations. If the agency will be responsible, please indicate whether the contractor will be required to provide the minimum staffing requirements for 3 customer service agents.</p>	Contractor is responsible for 3 customer service agents (ticket sales) at each transit center that sells tickets. Contractor is responsible for staffing the Central Call Center.
318			<p>General: Please provide the number of office and dispatch space at Porterville.</p>	Dispatch will only be performed from the Central Yard. Porterville will have 3 offices and a driver breakroom available for contractor use.
319			<p>Page 54, Section 3: The RFP indicates "TCRTA will assume responsibility for managing the basic information technology infrastructure (cellular data, modem/routers, fareboxes)." Please clarify whether TCRTA will cover the cost of the cellular data plans for the MDT and AVL.</p>	Contractor is responsible for cellular costs of the MDT and AVL.
320			<p>Page 54, Section 3: The RFP indicates "TCRTA will assume responsibility for managing the basic information technology infrastructure (cellular data, modem/routers, fareboxes)." Please confirm.</p>	Correct
322			<p>Page 70, Section 1: Please confirm all TCRTA vehicle's exterior must be washed daily.</p>	Correct
323			<p>Page 75, Section 1: The RFP indicates "Office space at the Central Yard will be dedicated for Dispatch personnel. TCRTA will be responsible for installing Dispatch 2-way radio equipment at the Proposers administration office." Please indicate whether all dispatching for agencies will be performed at the central yard. Please indicate whether Porterville has office space for dispatchers and offices space for management.</p>	Dispatch will only be performed from the Central Yard. Porterville will have 3 offices and a driver breakroom available for contractor use.
324			<p>General: Please indicate whether TCRTA will perform scheduling for the ADA and on demand services.</p>	Per Addendum No. 2, Contractor is responsible for all trip reservations.
326			<p>Addendum 1: Given that the on demand will be new service on July 1, 2022, please indicate whether TCRTA would consider lowering the revenue hours in year 1.</p>	Estimated revenue hours are based on the expected level of service for each year.
327			<p>Page 97, Optional Central County Fleet Maintenance: The Optional Central County Fleet Maintenance is based rate is based on a per revenue mile rate. The maintenance on the number of vehicles does not change as they are rotated in the fleet and meeting the PM monthly cycles. Would TCRTA consider the maintenance staff portion as a fixed monthly cost? If yes, bidders can move the maintenance staff cost into the fixed operational cost section.</p>	Existing terms and conditions of the TCRTA contract remain.
328			<p>General: Please provide a list of non-revenue vehicles that will be provided by TCRTA with year, make, model, and fuel type.</p>	TCRTA will not provide non-revenue vehicles.
329			<p>Page 68, Section H: Currently, the contractor bills back for engine and transmission repair and replacement. Please indicate whether the contractor can bill back for engine and transmission repair and replacement under the new RFP.</p>	Yes
330			<p>Page 59, Section 12: Please provide some details regarding who fuels the vehicles for the City of Exeter, City of Farmersville, Lindsay, Woodlake, and Porterville.</p>	Contractor is responsible for fueling vehicles
331			<p>Page 10, Section 2: The RFP indicates that Exeter and Farmersville are operated by Visalia. Please indicate whether Visalia operates the service directly or whether the services are subcontracted to a vendor. Please provide the address of the operations center.</p>	Currently, Exeter and Farmersville services are subcontracted to First Transit.
332			<p>Page 10, Section 2: The RFP indicates that Lindsay is operated by the County. Please indicate whether the County operates the service directly or whether the services are subcontracted to a vendor. Please provide the address of the operations center.</p>	The County operates on behalf of City of Lindsay. 25430 Rd 140 Visalia CA 93292
333			<p>Page 10, Section 2: Please indicate whether the optional service for Exeter and Farmersville will operate from the County yard under the new RFP.</p>	Yes, Exeter and Farmersville services will operate from the Central Yard under this RFP.
334			<p>Training: Classroom training hours are not specified in the proposal. What is the expectation for the number of required classroom training hours?</p>	Please refer to the RFP for classroom hour specifications.
335			<p>Addendum 1: Given that the On Demand service is new and bidders do not have information related to non-revenue time, would TCRTA consider letting the contractor bill from the time the vehicle leaves the yard to the time the vehicles return to the yard less any breaks?</p>	Already answered.
336	54	Routes	<p>Please specify which Maintenance Facility/Yard each route will operate from. Example: Porterville routes 1, 2, 3, 4, 5, 6 all operate from the South County yard</p>	Maintenance Facility/Yard each o County operate at all Central County yard location from TCRTA County yard.
337	59	Facilities	<p>Transit Center layouts - Please provide detailed layouts for each transit center. Please include the number of offices and square footage the Contractor is responsible for cleaning. Please detail flooring materials, number of windows, bathroom details to include number of stalls, etc. If a 3rd party is used to clean the restrooms, please provide the company name and contact information</p>	Not available at this time, we encourage everyone to attend the site visit.

338		How many, on average, trips per weekday and Saturday, Sunday, or Holiday are provided by the ADA service and by the On Demand Service?	Historical information is not reflective of proposed service.
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