



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

March 27, 2020

RE: Management, Operation and Maintenance of Nassau County's Fixed Route and Paratransit Services

RFP NO.: PW-2020-01

ADDENDUM No. 2

To all prospective Proposers:

This Addendum includes the responses and relevant attachments to questions due on March 13, 2020,

Please take note of the following revision:

Appendix A - Updated Cost Proposal to cover the base and option periods.

Appendix E – 17. Continuity of Services (added (G), (H), (I.)) as follows:

(G). The selected Proposer shall be responsible for NICE Bus' Public Transportation Agency Safety Plan (PTASP). The PTASP regulation implements a risk-based Safety Management System (SMS) approach and requires recipients of financial assistance under the Urbanized Area Formula Program (49 U.S.C. Section 5307) to have a safety plan in place no later than July 20, 2020. The selected Proposer must implement and provide an SMS compliant program.

(H). The selected Proposer shall be responsible for NICE Bus' Transit Asset Management (TAM) Plan.

(I). The selected Proposer shall maintain the branding of the current County bus system, including but not limited to logos, slogans, uniforms, printed schedules, and paint schemes on current and future assets.

Supplemental Information – Current Contract Amendment

(See updated attachment labelled Updated Current Contract Amendment)

The RFP requires that all proposers must appropriately acknowledge this addendum in their proposal submission (document attached). Failure to do so will render the proposal non-responsive and be disqualified.

All terms and conditions of this portion of the RFP shall remain un-amended.

END OF ADDENDUM No. 2



nice *NASSAU INTER-COUNTY EXPRESS*

ADDENDA ACKNOWLEDGEMENT

RFP NO. PW 2020-01 – Management, Operation and Maintenance of Nassau County’s Fixed Route and Paratransit Services

Proposer acknowledges receipt of the following Addenda to the RFP:

Proposer Name: _____

Proposer Signature: _____

Addendum No. 1 _____ Date: 3/17/2020 _____

Addendum No. 2 _____ Date: 3/27/2020 _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Note: It is required that this Addenda Acknowledgement is completed with the Proposers name and signature and returned with the submittal. Failure to do so will indicate that you are not responding to the proposal with the updated information and your proposal shall be deemed non-responsive, and disqualified.

GENERAL RFP QUESTIONS

1. Would the County consider suspending this RFP and issuing a Request for Information (RFI) so that it may receive and consider options for alternative contracting models? This would also allow appropriate time for all proposers to review the information requested in the following questions.
2. Request a 90-day extension to the current proposal due date of April 17, 2020 for the Nassau County service.
3. Recommendation that a minimum of four months is allowed for proposers to respond to the new procurement.
4. Currently, the risk of COVID 19 has affected our workforce as well as our travel policies. This has disrupted our organization's ability to perform field research for this project. Accordingly, we respectfully request the County consider a delay in the proposal due date to allow sufficient time to prepare a responsive and thorough response.

The County will proceed with the RFP. The RFP due date has been changed to May 22, 2020.

5. Please confirm that the contract start date is 1/1/2022.

The contract start date is 1/1/2022.

6. Could you provide complete copies of all proposals submitted as response to the last RFP for this operation in 2011, including pricing submittals.
7. Please provide all internal documentation prepared by evaluators during the proposal evaluation process.

The County will not be able to provide the information.

8. Please provide the Nassau County budget for the services contemplated under this RFP (historical and future approved budgets).
9. Can the County please share its total and annual budget for this procurement?

The contractor must develop the budget for the operation.

10. The RFP Scope of Services, Section 12, Risk Management, part C describes the performance bond requirement: "The selected Proposer shall provide a performance bond to cover the entire first seven-year term (as well as the full amount of any option term, as applicable) of the contract issued pursuant to this RFP in a minimum amount of one year's operating expenses. Alternatively, Proposers may propose annual performance bonds in amounts equal to twenty percent (20%) of the cost of providing services to the County." Appendix E states "Contractor shall provide a performance bond equal to ten percent (10%) of the cost of providing Annual Services to the County. The proposed amount of the annual performance bond is subject to the approval of the County." Rider A references a potential performance bond of up to 100%, depending upon the County's direction. Please clarify the amount of the annual renewable performance bond required by the County.

Section 12, Risk Management, Part C has been amended to indicate that the selected Proposer shall provide a performance bond equal to ten percent (10%) if the cost of providing Annual Services to the County.

11. Please confirm there is not a specific DBE commitment for this solicitation.
12. Please provide list of all current DBE/Local Business/MBE/WBE/Etc. vendors and their roles

There is no specific DBE commitment for this solicitation.

13. Does Nassau County make payment for operating invoices within 30 days of invoice submittal? If not, what is the average time for payment?

The average time for payment is 60-90 days.

14. Would Nassau County allow the selected contractor to be an agent of the County? Agency status would allow the contractor to make tax exempt purchases and reduce the operating and capital budgets.

No

15. Recommendation that the number of named key managers be reduced.

To be provided on 4/3/2020 or shortly thereafter.

16. Is the County interested in proposals that recommend the introduction of new modes in addition to its fixed-route and paratransit services? For example, would the County be interested in proposals that recommend the introduction of microtransit service in geographic areas where such a solution might serve as a feeder for the NICE fixed route system?

Yes

17. Please clarify whether the contractor is responsible for producing and implementing all FTA required procedures and documents.

18. Please clarify who, the County or the Contractor, is responsible for the FTA Triennial reviews and Title VI analysis?

19. Please indicate whether the County or the Contractor is responsible for completing the NTD reporting requirements?

- **The contractor is responsible for producing and implementing all FTA required procedures and documents.**
- **The Contractor is responsible for all areas of the FTA Triennial review and Title VI analysis. Nassau County performs the necessary oversight functions, some final reporting, and execution functions.**
- **The Contractor is responsible for completing the NTD reporting requirements.**

20. Rider A, Section 14, Bonding Requirements, a: Please confirm a bid bond is not required to be submitted with the proposal.

A bid bond is not required.

21. Appendix L. Living Wage certification Form. Please confirm an authorized officer of the company may sign this form.

The proposer's CEO may sign the form.

22. Section V. Mandatory Proposal Response Requirements, pages 26-27. Please clarify these requirements for proposal submittal, as some sections do not contain forms.

To be provided on 4/3/2020 or shortly thereafter.

23. Please also confirm that all required forms in Rider A, Rider B, Appendix E and Appendix F must be notarized, though the forms do not contain notarial language.

To be provided on 4/3/2020 or shortly thereafter.

24. Please provide a list of all required forms.

To be provided on 4/3/2020 or shortly thereafter.

25. Is there an option to bid one portion of the service? For example, if a contractor wanted to bid just the ADA portion of the work is that an option?

No

26. Please provide the revenue service hour definition for each of the different services contemplated in the RFP.

Revenue service hours are platform hours, please see Appendix A of the RFP

EXISTING CONTRACT PERFORMANCE

27. Would you provide a copy of the existing Transdev contract and all contract amendments that details the present costs they are charging Nassau County?

28. Please provide a copy of the current contract for each contractor for these services, including fixed route and paratransit, call center, and other subcontractors if any.

See attached contract with amendments. The proposer will be responsible for procuring their own subcontractors.

29. Please provide the last 24 months of invoices, and any supplemental operating reports, from the incumbent operator, Transdev.

30. Please provide the results of the most recent financial and operational audit(s) conducted on Transdev.

31. Please provide the incumbent contractor's rate per revenue hour and fixed monthly costs

32. Can you please provide at minimum 6 months of recent invoices and payments?

33. Please provide copies of the last three months of management reports and invoices from the contractor for this contract.

34. Can you provide the current rates being paid for each service provided by the current contractor?

The year 2019 rates per hour are \$98.00 and \$49.48 for fixed route and paratransit, respectively. The monthly fixed fee is \$3,364,491.68. See attached Bus Transit Committee package.

35. Would you provide a copy of all liquidated damages assessed to Transdev over the past 12 months?
36. Please provide detail of the monthly incentives earned and liquidated damages incurred by the existing contractor for the previous 12 months.
37. Can you provide the amount of penalties by category assessed during a recent twelve (12) month period?
38. Page 14, Section III.14.b. Is there a performance scorecard in place today, and can the County provide a copy of the scorecards for the past 5 years.
39. Section 4. A. Will the County please provide current service standard metrics, as well as both 2019 and three (3) months of the most recent contractor actual performance against those standards?

No net liquidated damages assessed over the past 12 months. Note that the liquidated damages have changed from the current operating agreement. See attachment.

40. Would you provide a copy of any and all cure notices issued to Transdev over the past 24 months?

There are no reports to furnish.

41. Would you provide a copy of any and all documented justifications for cost increases for Transdev operated bus and paratransit services?

N/A – This information is not readily available and will not be provided.

42. Please provide the current contractor's monthly on-time performance results for the previous 12 months.

43. Please provide On Time Performance system-wide, and by route if available.

See tab QA42.

44. Please provide the current contractor's customer complaint history for the previous 12 months.

See tab QA44.

45. Has the contract value ever decreased as a result of flattening or reduction in funding? If so, by how much?

Yes, \$9M.

SERVICE METRICS

46. Will the County please provide revenue hours, revenue miles, non-revenue hours, and non-revenue miles for the past 5 years as well as projected amounts for the next 5 years?

47. Can you please provide total billable and non-billable miles accrued during the past fiscal year?

48. Can you please provide total billable and non-billable hours accrued during the past fiscal year?

49. Can the County please provide detailed fixed route service route information including, individual route miles, hours, and relief points?

50. For Paratransit Operations, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services.
51. For Fixed Route Operations, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours by route.
52. Please provide Locations of any reliefs or mid-day parking.

- **See tab QA46.**
- **Will not be able to provide the projected amounts for the next 5 years.**

53. Can you please provide details for all 7 days of the week showing route start, end and average trim slack time per route. Please show at what point in the route is the trim slack applied
54. Please provide total trips per day showing average trips per hour for that day
55. Can you please provide detail lists of current routes, including miles and locations?
56. Please provide a copy of the current pull-out and return-to-yard times for each of the 38 routes.
57. Please provide garage deadhead and distance calculations by route. We need this to verify assumptions pertaining to run types, relief points, travel times and payments, and other premiums paid to drivers. This information is critical for firms to provide their most aggressive and efficient pricing.
58. Please provide the current driver bid sheets for the fixed route service, showing all bid and open runs, and the total hours for each operator per week. Are the blocks subject to manipulation? For example, would the County permit interline deadheading to possibly reduce the peak vehicle requirement?
59. Please clarify the number of vehicles used in revenue service by day of the week, and the maximum number of vehicles used at peak service time, for each of the services described in the RFP.
60. Fixed Route: Most recent block schedules including Holiday schedules. Please also include driver paddles and run cuts for the current services

See online schedules for information.

61. Please provide a 12-month history of missed service hours / missed trips for the incumbent contractor.

See tab QA61.

62. On average, how many revenue vehicles are staged each day?

The current peak vehicle requirement is 224 for fixed route. The contractor will determine the vehicle requirements based on trip demand and routing for Paratransit.

63. Please provide a 12-month history of the "Variable", "Evening", and "Weekend" service hours. Please indicate if these hours are already included in the projected revenue hour total of 800,000 platform hours for the fixed route operation and 255,000 hours for the paratransit service or if these are additional hours that offerors should consider for driver staffing / supervision purposes.

64. Please confirm the volume of hours, miles, and/or trips on which proposers should base

their proposals. Please describe plans, if any, for any changes to the volume of hours in the next 12 months.
Pricing should be developed based on 800,000 platform hours for the fixed route and 255,000 hours for the paratransit service. The paratransit service hours are an estimate and the operator is required to satisfy all paratransit trips.

65. Are there any planned service adjustments for the timeframe between the proposal due date and the start date of the new contract?
No.

66. Please provide The TSDE (if using trapeze), if not the GTFS.
The County will not be providing this information.

FACILITIES

67. Please provide the Locations of all facilities used by the incumbent
See 3.a. of the RFP

68. Would the County provide the schedule of values equal to the full replacement value for the facilities?
The contractor is required to maintain the facilities in a state of good repair.

69. Please provide the expenses/savings associated with operating from the Rockville Centre depot?
70. Pages 6-7, Section III.3.a: Please provide additional detail regarding the Rockville facility; specifically, what NICE system components are stored at this facility. Please provide an estimated plan and timeline for rehabilitating this facility for functional service.
71. Does the County anticipate a contract amendment to address facility maintenance expense and expectations related to the resumption of bus operations at the Rockville facility?
<ul style="list-style-type: none"> - In 2017 net savings from not operating from Rockville Centre was \$2.500M. - There is no current timeline to reinstate the facility operation, but if/when a decision is made to do so, a contract amendment will be necessary.

72. As it relates to facility and/or equipment maintenance, the RFP states the Contractor will perform all preventive maintenance and needed maintenance required on the facilities. Will the County ever cover the costs for “major” facility/equipment maintenance required and outside of the contractor’s control?
The County will not cover the costs for “major” facility/equipment maintenance required and outside of the contractor’s control.

73. Please provide the anticipated infrastructure expenses associated with preparing for a small electric sub-fleet?
That information would be the contractor’s responsibility if an electric fleet is introduced.

74. Please indicate whether the contractor is responsible for operational expenses that would be added as a result of capital improvements?

The contractor will be responsible.

75. Is the contractor responsible for clearing snow and maintenance at all bus stops and shelters?

The contractor is responsible for clearing snow and maintenance at all bus stops without bus shelters or bus benches.

76. Please provide the location of the backup facilities for fueling in case the CNG station is down. If there are no backup facilities, is the County responsible for missed service?

77. Is there a fueling station at the Paratransit location? If not, where do vehicles fuel?

- **There isn't a back-up facility, the CNG station has back-up generators. The County is not responsible for missed service.**
- **There isn't a fueling station at the Paratransit location, vehicles are currently fueled at service stations.**

78. Please indicate whether there are any environmental issues pending associated with the County provided operating locations? Is the County or the contractor responsible for all environmental compliance issues, including potential remediation costs and project management costs associated with these issues?

There will be no pending environmental issues with the operating locations at the service commencement period. The contractor is responsible for all environmental compliance issues, including remediation costs and project management costs associated with issues.

79. Page 7, Section III.3.a: This section of the RFP, under the heading of "Transit Centers" states that the Contractor is responsible facilities utilities costs and environmental management. Please confirm that these responsibilities span all facilities including the Hempstead Transit Center.

The contractor is responsible for facility utilities costs and environmental management, including the Hempstead Transit Center.

80. Please clarify the roles and responsibilities of the contractor in maintaining, repairing, and replacing major components, structural, roofing, mechanical, electrical, and HVAC components of administration/operations building, maintenance building, bus wash, steam bay, diesel fuel island, CNG compression station, parking lot, fencing, at the County owned facilities.

The contractor is responsible for all aspects of the management, operation and maintenance of Nassau County's transportation system, including its facilities and rolling stock.

81. Will the County provide Phase I report to establish a baseline for contractor indemnification for facility environmental condition?

The contractor will have to provide its own Phase I report.

82. Does the contractor assume general liability and security costs for facilities such as Hempstead Transit Center, Mineola Intermodal, Mitchell Field, Able-Ride?

Yes.

VEHICLE MAINTENANCE

83. Will the County please provide the fleet replacement plan for the contract term? What is the County's current life miles goals for each of the revenue vehicles?

84. Does the County have a vehicle replacement plan in place? If yes, please describe the planned replacement of any revenue vehicles during the proposed contract term.

85. Please provide information on the County provided fleet to include engine type, fuel type, current odometer readings, average miles per year and the service type for which the vehicle is utilized.

86. Can you provide an expected replacement schedule for the aging vehicles in the fleet?

See attachment.

87. Can the County please provide 12 months of work order data history so that proposers ensure they are accurately pricing their maintenance costs? This will result in more accurate pricing for the County. The preferred format would be Microsoft excel or a pipe-delimited text file.

This information will not be provided.

88. Could the County please provide copies of the oil analysis reports for the agency provided vehicles for the last 12 months?

See tab QA88 for January 2020 oil analysis reports.

89. Could the County please indicate whether it would be acceptable to run retread tires?

It is not acceptable to run retread tires.

90. Is paint and body work performed onsite?

No.

91. Has the current contractor ever been obliged to provide revenue vehicles above and beyond the fleet provided by the county? If so, how many additional spare vehicles does the current contractor have in its fleet? What type of vehicles should be leased and/or rented? Are there any specific requirements regarding these vehicles that should be considered?

Yes, early in the contract period vehicles were provided once for fixed route and paratransit. Currently all vehicles in the fleet listing provided are owned by Nassau County. The contractor is responsible for all procurements conducted with Federal and State funds. The contractor is responsible for managing the procurement process and maintaining vehicle in a state of good repair. It is not the intention of Nassau County to have the contractor provide leased or rented vehicles.

92. Absent a binding fleet replacement schedule, Proposers may increase their prices to hedge against the risk of major component failures that occur beyond a vehicle's useful life. The assumptions that proposers make on this topic may vary significantly. To mitigate this, and to make it easier for the agency to evaluate pricing, would the County be willing to cover the cost of major component failures that occur after a vehicle has exceeded its useful life?

93. Could the County please provide a two (2) year history for major component replacement and repair (including by not limited to engine and transmissions) for the revenue vehicle fleet?

94. Section 10. e. Gen Maintenance Standards. Please confirm if the Contractor or the County is financially responsible for component part failures- Engine, Transmission, Power train, or repower?

95. Can you provide a maintenance cost analysis for the past 12 months on the vehicle fleet?

- **The County will not cover the cost of major component failures that occur after a vehicle has exceeded its useful life.**
- **See tab QA93.**
- **The contractor is financially responsible for component part failures-Engine, Transmission, Power train, or repower.**

96. Can the County confirm that proposers should assume a 12-year/500K mile useful life in order to predict fleet replacements over the term of the contract? This will be a significant factor in the pricing of maintenance costs.

Yes, for the fixed route fleet. See the fleet replacement schedule for all other vehicles.

97. Could the County please clarify who owns the maintenance parts inventory, including tires, and whether this inventory will be transferred to the incoming Contractor during the start-up/transition?

98. Will any parts inventory be transferred from the current provider? If so, is the incoming contractor required to absorb this inventory?

- **There will be \$952,061.01 in inventory the contractor is required to absorb. There is no tire inventory. Fixed route tires are leased and must be provided by the contractor. The paratransit tires are purchased tires and will remain on the vehicles.**

99. Can the County please clarify and confirm that the incumbent contractor and/or County will be responsible for the cost of resolving any fleet or maintenance facility defects prior to the start of service?

All vehicles available for service on 1/1/2022 would have passed New York State Department of Transportation inspection.

100. How many vehicles will be provided to the contractor for training during the startup period?

See attached vehicle master.

101. Please provide Fleet Listing, including:

- Year, Make, Model
- Engine Type, Fuel Type
- Placed In-Service, Estimated Retirement, etc.
- Odometer Readings
- Ownership status (agency vs. incumbent)
- Service type (bus vs. para, for example)
- Equipment Listing (items provided by the agency to the incumbent)
- Warranty info – **See question #102.**
- Known fleet defects
- Major component replacement history (engines, transmissions, ac compressors) **See question #93**

See attachment.

102. Could the County please provide the warranty terms, conditions, and expiration of applicable vehicle or parts warranties covering the agency owned vehicles?

Buses 1700 through 1884 have no active OEM warranties.

Buses 1885 through 1936:

Cummins engine and Allison Transmission 5 year warranties will begin to expire during the fourth quarter of 2020, Variations are due to the dates the buses were placed in service.

Chassis structure integrity and corrosion valid for 12 years. Will begin to expire fourth quarter of 2027.

Front and rear axles 5 year warranty will begin to expire during fourth quarter of 2020

Destination signs 6 year warranty will begin expiring fourth quarter of 2021

Paint and graphics 5 year warranty will expire 4th quarter of 2020

Interior and exterior LED lighting 12 year warranty will begin expiring fourth quarter of 2027

Led Headlights 6 year warranty will begin to expire fourth quarter of 2021

Composite floor and covering 12 year warranty will begin to expire fourth quarter of 2027

Buses 1937 through 1964:

Cummins engine and Allison Transmission 5 year warranties will begin to expire during the fourth quarter of 2021

Chassis structure integrity and corrosion valid for 12 years. Will begin to expire fourth quarter of 2028.

Front and rear axles 5 year warranty will begin to expire during fourth quarter of 2021

Destination signs 6 year warranty will begin expiring fourth quarter of 2022

Paint and graphics 5 year warranty will expire 4th quarter of 2021

Interior and exterior LED lighting 12 year warranty will begin expiring fourth quarter of 2028

Led Headlights 6 year warranty will begin to expire fourth quarter of 2022

Composite floor and covering 12 year warranty will begin to expire fourth quarter of 2028

Odyssey Batteries 4 year warranty begins to expire fourth quarter of 2020

Buses 1965 through 1969:

Cummins engine and Allison Transmission 5 year warranties will begin to expire during the first quarter of 2022

Chassis structure integrity and corrosion valid for 12 years. Will begin to expire first quarter of 2029.

Front and rear axles 5 year warranty will begin to expire during first quarter of 2022

Destination signs 12 year warranty will begin expiring first quarter of 2029

Paint and graphics 5 year warranty will expire first quarter of 2022

Interior and exterior LED lighting 12 year warranty will begin expiring first quarter of 2029

Led Headlights 6 year warranty will begin to expire first quarter of 2023

Composite floor and covering 12 year warranty will begin to expire first quarter of 2029

Odyssey Batteries 4 year warranty begins to expire first quarter of 2021

Buses 1970 through 1979:

New Flyer bus base one year warranty will begin to expire in December 2020

Bus base structure three year warranty will begin to expire in December 2022

Fleet Defects one year warranty will begin to expire in December 2020

Cummins engine and Allison Transmission 5 year warranties will begin to expire December 2024

Chassis structure integrity and corrosion valid for 12 years. Will begin to expire December 2031.

Front and rear axles 5 year warranty will begin to expire December 2024

Thermo King air conditioning two year warranty will begin to expire December 2021

New Flyer brake system two year warranty will begin to expire December 2021

Luminator destination signs twelve year warranty will begin to expire in December 2031

Vapor door systems three year warranty will begin to expire December 2022

Air compressor two year warranty will begin to expire December 2021

Wheelchair ramp three year warranty will begin to expire December 2022

Starter one year warranty will begin to expire December 2020

Vansco electrical systems three year warranty will begin to expire December 2022

Paint and graphics 5 year warranty will begin to expire December of 2024

Towing five year warranty will begin to expire December 2024

Suspension six year warranty will begin to expire December 2025

Air Bellows three year warranty will begin to expire December 2022

Bar Bushings three year warranty will begin to expire December 2022
Electric motors and pumps two year warranty will begin to expire December 2021
Interior and exterior LED lighting 12 year warranty will begin expiring first quarter of 2029
EMP cooling system/radiator blowers three year warranty will begin to expire December 2022
Led Headlights 6 year warranty will begin to expire first quarter of 2023
Apollo camera system three year warranty will begin to expire December 2022
Composite floor and covering 12 year warranty will begin to expire first quarter of 2029
Odyssey Batteries 4 year warranty begins to expire first quarter of 2021

TECHNOLOGY

103. Is the incumbent contractor using any other fleet maintenance or Transit Asset Management software? If so, what are these softwares? Are they provided by the County for Contractor use?
104. Can the County please confirm that it is the intention of the County to request the Contractor to provide its own fleet management information system?
105. Please list all software that is currently used in the operation and indicate which software is provided by the current operator and which is provided by the County.
106. Please indicate the software that is required for a new contractor to provide.
107. Is the contractor responsible for providing CRM software?
108. Please indicate whether the contractor is responsible for maintenance or license fees for the County provided software.
109. Can the County please share what technology it currently uses in its operations for both fixed route and paratransit services?
110. Please provide the Technologies currently utilized throughout the system

- **See software listing below.**
- **Yes, the contractor will provide its own fleet management information system.**
- **See software listing below.**
- **Nassau County does not provide the software.**
- **Yes, the contractor is responsible for providing CRM software.**

This is not an exhaustive list. The proposer is responsible for all systems/software necessary to safely and efficiently run the NICE Bus system.

The below platforms/software are currently used in the performance of the NICE Bus operation, the cost of operation shall be included in the proposer's price.

Optibus -- Fixed Route Bus Planning and Scheduling (integration with Clever)
Trapeze -- Paratransit Scheduling/Reservations/Paratransit Certification
Clever Reports -- Performance/OTP Reporting (integration with Optibus)
Clever CAD -- Historical Vehicle Playback; Manage OTP, monitor vehicles,

record incidents, investigating; claims, complaints, and research late pull-ins and operator violations; Maintenance Alerts, Performance Analytics (integration with Optibus).

Clever RideCheck+ -- Ridership/NTD Reporting (integration with Optibus)

Clever Devices Automatic Vehicle Monitor (AVM) - provides Maintenance data on demand, as vehicle summaries, or historically reportable for analytics.

Clever Devices SmartYard - location software for vehicles on the property of MF

Clever Devices BusTime administrator – manages API accounts and throughput for accounts using our prediction data, plus information to signs at HTC, and other admin functions.

Clever Devices BusTime supervisor – provides prediction data for the NICE revenue system to the public

Clever Devices BusLink Distribution – distributes data from the Clever Devices servers to the fleet, such as new pick data, destination signs, etc. via WiFi

Clever Devices Update builder – creates packages for distribution of the Clever Devices data to the fleet

Clever Devices BusLink Authentication – tracks and reports on connection status of the NICE fixed route bus fleet to the Clever Devices WiFi.

Clever Devices CD Simulator – tool that shows a graphic representation of each route and pattern showing all stops, time points, covering various functions (such as playing stop announcement audio)

Clever Devices Fleet Manager – provides vehicle information to other Clever Devices applications

Clever Devices Busware – software that manages activity with the data on the fixed route revenue vehicles

Clever Devices Vehicle Turn warning audio – audio file warning pedestrians of bus turning, installed on all Fixed Route buses

Clever Devices CAD Mobile for supervisor vehicles – mobile software app used by road supervisors on the Android OS on Samsung Devices serving as a mobile version of Clever CAD

AFC/Fox-Pro -- Farebox Reporting (MTA system; integration with Optibus)

Whip Around – Paperless DVIRs

Lytx – DriveCam (equipment belongs to Nassau County, but the proposer shall negotiate their own operating agreement with Lytx).

ArcGIS - Mapping

VMWARE – Software that allows us to run multiple servers on one server

Citrix – Software for the Interface to Trapeze, AFC, Prepaid Ticket, Secure Card Access

Paratransit Prepaid Ticketing System

Altice Hosted Voice – Portal to manage Telephone System

My Contact Center – Portal to Manage IVR system

Telex (now Intermedia) – call center IVR (phone system), SMS Messaging – Requires Twilio

Altice OREKA – Portal to Manage Voice Recordings – Mitchel Field Command

Center

Active Administrator – Monitors Systems and sends Alerts

Veritas – System Backups

Symantec - Antivirus Protection

Forticlient - VPN Software

Fortinet – Firewalls

Hyena – Network Users and Access Reporting

VIM Client – Manage and Report on Apollo Bus Systems

FATS50 – Maintain Inventory of IT Equipment

Dameware – Support Software, allows us to Remote on to Users desktops while they are logged on to address issues.

Symantec Ghost - Desktop imaging

PA Server monitor – Server alerting system.

OmniVista – Alcatel switch config , maintenance & monitoring

E-Maintenance – Facilities Maintenance Ticket System

WIN-PAK PE – Print ID Cards, control access credentials of employees, contractors, and visitors.

Desktop and Server Operating Systems(i.e Server 2016, SQL 2008,etc.)

Microsoft Office (i.e Word, Excel, etc.)

VM Workspace One – Manage bus tablets

VM – Assign and manage Apollo bus cameras

TripShot – Shuttle CAD/Performance/Ridership

The following functionality is provided by the current operator and this functionality would be required of the proposer:

- Vehicle maintenance software (integration with Clever required); Ron Turley & Associates**
- Financial accounting**
- Dispatching**
- Timekeeping**
- Flex Route/Micro-transit Planning and Performance/Ridership Reporting**
- HRIS system, including Employee Management/Payroll and job applicant tracking**
- Passenger Alert system. Text message or phone call to provide Paratransit customers with their scheduled trips, ETAs and next day trip confirmations (integration with Paratransit scheduling system); Gather rider feedback.**
- Fuel non-revenue fleet management system**
- Android and IOS compatible app that allows clients to get their ETAs, to check the location of the bus in real time and view trips 7 days out.**
- Fluid analysis program**
- Customer comment/complaint tracking system**
- Helpdesk ticket reporting, device manager, device software audit.**

111. Can the County please share some of the perceived limitations of its current routing and dispatch software?

There are no perceived limitations.

112. Could the County please confirm whether any computer equipment and dispatch needs to be furnished by the Contractor?
Computer equipment and dispatch needs to be furnished by the contractor.

113. Is Nassau County open to replacing its legacy technologies (i.e. using the proposer's paratransit and fixed route technology products) immediately upon contract award, if such technologies can be demonstrated to enhance quality of service while fulfilling all state and federal reporting requirements? Other innovative technological changes – such as a microtransit deployment or improving system coverage, could be suggested as options and would be applied towards the ultimate goal of increasing transportation efficiency in Nassau.
The County will entertain replacements when Federally funded technologies have reached their useful life.

114. Because our technological solutions are integral to our operating efficiency, there are certain components of our technology that we would seek to include in our base proposal so as to provide Nassau with the best possible value and price. Is the County open to inclusion of some technology changes included in the base solution, while other innovations (such as pilots, innovative new modes, etc.) could be available as options?
Yes.

VEHICLE TECHNOLOGY

115. Does the County provide spare parts for ancillary equipment (Farebox, AVL, cameras, radios)?
The County does not provide spare parts for ancillary equipment.

116. Could the County please clarify what on-board equipment is installed in the revenue vehicles and what the Contractor's relevant responsibilities are?
117. Could the County please provide the make and model number of the AVL system currently being used?
<p>The contractor is responsible for all onboard equipment, including operations cost, licensing, cost of early removal from service, etc.</p> <p>On Board hardware with Clever Devices software products used at NICE.</p> <p>Installed on entire active fixed route fleet. All hardware is made by Clever Devices, except where noted.</p> <ul style="list-style-type: none"> • IVN3, IVN4™ Controller • IVN™ Transit Control Head, DVI 9" • IVN™ LED Sign, 20 Character AMBER • Antenna, Multi-Band 4 Element • IVN™ AVC Microphone • APC Controller, transmitter and receiver • AudioSears Unibody Handset with Speaker and 43" Armor Cable • AVC Microphone • CNG Fuel tank controls

- PA Controls (Speaker Select-Volume-XLR Jack)
- SmartYard tag and antennae
- Samsung Tab A mobile device for use with scheduling and DVIR apps.

Apollo System Video Camera

- Road Runner Standard Video [Models 2015 Flyers]
- Road Runner 4K HD Video [2019 Flyers]

DriveCam Video Event Recorder

- Model SF – 300

118. Please provide an inventory of all ITS components (hardware and software) used in both the transit and paratransit systems. Please confirm that para the Contractor is responsible for all costs relating to maintenance and repair of all ITS hardware. Additionally, please confirm that the County is responsible for all software licensing, software maintenance costs, and hardware replacement parts for these systems.

The contractor is responsible for all costs relating to maintenance and repair of all ITS hardware. The contractor is also responsible for all software licensing, software maintenance costs, and hardware replacement parts for the systems.

119. Section 3.a pg. 6. Can the County please provide the annual cost for maintenance of the ITS system (components) at the Mineola facility?

The annual cost for the ITS components at the Mineola facility is \$600 for an annual license for two electronic signs.

CALL CENTER

120. Is the contractor required to provide a Transit Information Center? If so, what are the required operating hours?

The contractor is required to provide a Transit Information Center, weekdays from 7:00am to 5:00pm.

121. Is it the intent of the County that the contractor directly operate the call center in the new term?

122. Can the County provide detailed call center information including call volumes by day (and daypart), average hold times, average resolution times, and total call by day for one week- for both the TIC and Able-Ride?

123. Page 6, Section III.3.a. Please clarify whether the third-party call center provider provides the Paratransit Call Center Service or the Travel Information Call Center, or both. Please provide the name of the company providing these services.

The current paratransit call center is provided by onsite staff, and the Travel Information Center has a third-party provider.

See Tab QA122

SAFETY AND CLAIMS

124. Please provide the Safety record of the current contractor for the previous 24 months, including preventable and non-preventable accident frequency rates.

See tab QA124.

125. What is the average cost per year for no-fault claims?

126. Please clarify who will be responsible for insurance claims filed after 12/31/2021 that related to incidents pre-12/31/2021?

- **\$5M.**

- **The previous contractor is responsible for all incidents, accidents, events and claims occurring before 12/31/2021.**

LABOR

127. Please provide the current contractor's organizational chart.

128. Please provide the current salaries and wage scales for all employees.

129. What is the current staffing levels for the current contractor to perform the duties of this contract?

130. Can the County please provide an organization chart indicative of current staffing levels for the administration, operations, and maintenance personnel? Please indicate the percent that these positions are dedicated to this contract.

131. Can you provide the current contractors staffing levels used to perform the services of this contract?

This information will not be provided. Each proposal is evaluated on what is proposed for the overall business plan to meet the requirements of the RFP.

132. Would you provide a copy of any and all collective bargaining agreements and seniority lists within the County's possession for labor related to bus and paratransit services?

133. Is there a Union in place for the current Contractor's employees?

134. If there is a union, would you please provide a copy of the most recent CBA.

135. Does the contractor need to honor the terms and conditions of the CBA?

- **See attachment.**

- **It would be up to the contractor to negotiate with the Union on the CBA.**

136. Can you provide a Seniority List with rates of pay for the current Contractors driver pool?

a. If it isn't possible for you to provide the above request for the Seniority List with rates, can you please provide how many drivers for each years of experience group below:

i. 0-1 Years

ii. 2-3 Years

iii. 3-4 Years

iv. 4-5 Years

v. 5-6 Years

vi. 6+ Years

137. If you cannot provide the Seniority list, can you please provide the total number of drivers currently employed by the current Contractor to provide all services necessary?

See detail on tab QA137 for service dates, titles and hourly rates.

138. What are the current hours that each facility has staff on site (before pull-out and after service ends)?

139. Please provide Customer Service, Supervisor and Dispatcher schedules

The fixed route and paratransit operations are staffed 24 hours a day. During peak service in the AM (05:00 to 09:00) and PM (15:00 to 18:00) there is a higher concentration of staff.

140. Have there been any driver retention or hiring issues in the past few years?

No, however, the MTA is the next major employer of bus operators.

141. Could the County please provide detailed information regarding all benefits programs for the current employees? For insurance programs, please include specific participation rates in employee only, employee plus one, and employee plus family coverage, as well as employee and employer contribution levels for each category of coverage. This will allow proposers to ensure that employees receive comparable benefits, as instructed by the County.

See tab QA141 for health insurance participation in the current provider's plans. Please note that there is a group of former MTA employees who are enrolled in NYSHIP. This group includes Paratransit union, fixed route union and non-union employees. The proposer is responsible for arranging continued coverage with New York State for employees under 55. See article X Section 1(c) of the Fixed Route CBA.

142. Please confirm that incumbent Operators are not subject to the training hour requirements outlined for new hires in sections 12 d. Operator Training (p. 13).

Section 12.d. is for new hires and not incumbent operators.

143. Will the proposer need to include costs associated with all NYS/Federal/County one-time and annual training in addition to service-related training?

Yes.

144. Please provide Driver statistics: Overtime percentages, absenteeism percentages, turnover rates, etc.

This information will not be provided.

LEGAL

145. Please clarify whether all legal fees are the responsibility of the contractor, including outside counsel.

All legal fees, including outside counsel will be the responsibility of the contractor.

146. Please provide copies of any 13(c) agreements that may be relevant to the Contract. If there is any correspondence regarding such agreements during the past two years, please provide copies. In addition, please describe any claims or disputes arising under 13(c) that have been brought against the current Contractor.
147. Is the contractor responsible for legal fees associated with 13(c), arbitrations or general legal actions? Would 13(c) claims, if any, carry over to the new contractor?
148. Please confirm if all bidders are subject to 13 (c) with respect to retention of existing contractor employees.

To be provided on 4/3/2020 or shortly thereafter.

COST SHEET

149. Would the County consider requesting the proposer's start-up costs and consider those expenses separately in the pricing evaluation? This approach would help level the playing field for new proposers, giving the County the ability to conduct an "apples-to-apples" pricing comparison, as the incumbent contractor will not incur start-up costs and start-up costs are not reimbursable per the RFP.
150. Recommendation that the County remove this provision that 'the Proposer shall not be reimbursed for start-up costs', and require proposers to separately identify their start-up costs, thus allowing the County to exclude this amount and conduct a true apples-to-apples pricing evaluation. Suggest that start-up costs be reimbursed by the County during the start-up period as it will result in more competitive annual pricing.

To be provided on 4/3/2020 or shortly thereafter.

151. Can the County please clarify what the price proposal will be based on (i.e. base term only or base term + start-up costs + extension options (using a CPI assumption for the optional years) or base term + extension options (using a CPI assumption for the optional years))?

To be provided on 4/3/2020 or shortly thereafter.

152. Can you please provide the CPI rate used each year during the current contract?
- b. If not, can you provide the current rates being paid for each service provided by the current contractor?

3%

153. Should the proposer include overhead at 5% and profit at 4% in the price proposal as indicated in the RFP?

Yes.

154. Page 1 of the RFP states that "The County is seeking proposals for a seven-year contract term, with an option to renew the contract for one (1) additional five (5) year term, and one (1) additional three (3) year term at the discretion of the County." The excel document "Appendix A – Cost Proposal" requires pricing for what appears to be a base term of 5 years with one 5-year option term. Please clarify the intended contract terms and number of terms/years of pricing required.

The Cost Proposal in Appendix A will be amended to reflect a base term of 7-years with one additional 5-year and one additional 3-year option term.

155. The rapid emergence of innovative mobility models and government reforms generally could result in unanticipated increases in the cost of doing business. Would the County consider including a “Change in Law” provision in the final Contract that would address situations where the cost of doing business rises due to changes in laws and regulations? We propose the following language which is customary in many transit contracts: “In the event of an unanticipated change in applicable law or regulations after the date of execution of this Contract that directly affects the cost of providing operations and maintenance services hereunder, either party may request an adjustment to the revenue rates. The parties are not obligated to agree to such a request, but will review, discuss and consider any such request in good faith.”

156. At various times, federal, state and local governments consider laws, rules, and regulations which require an increase in wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond to an application for increased compensation?

**The County will not consider a “Change in Law” provision.
The contractor is responsible for developing the annual budget, that budget will be reviewed by the County**

FARES

157. Since the contractor is responsible for fare shortages, what has been the largest fare shortfall during the current contract term?

158. Please provide Fare evasion statistics

- **\$1.5M.**
- **Fare evasion statistics are not available.**

159. Is Nassau County interested in a mobile application for paratransit and fixed route riders? Such a mobile application could, for example, facilitate multimodal travel by showing real-time vehicle locations, reveal boarding information, and provide an efficient means for trip payment?

Mobile application is currently part of the system.

160. GoMobile ticketing makes up 8-10% of daily fares. Is the ticketing solution owned by the County or will the new contractor be required to offer a mobile ticketing solution?

The new contractor will be responsible if the MTA’s regional OMNY system is not functional in 2022.

161. Please indicate whether there are additional costs associated with the new fare collection system that will be implemented.

Yes, there will be additional costs; capital funding will be available for implementation.

162. Page 13, Section III.13. Please clarify whether the Contractor is responsible for the sale of fare media either on the vehicle or at specified locations?

On the fixed route the contractor is responsible for the sale of MetroCards school districts and to Nassau County's Department of Social services. The contractor is responsible for the fare media (ticket books) associated with the paratransit service.

163. Please provide Ridership trends

164. Please provide Rider statistics (origin/destination data, demographics, etc....)

See National Transit Database information.

COST QUESTIONS

165. Should the contractor costs incurred in its support of the marketing program be considered pass-through expenses and should therefore not be included in offeror's prices?

All marketing should be included in the price.

166. Does the incumbent currently use a secured cash transport vendor for deposits? If so, please provide the name of this vendor.

167. Page 13, Section III.13. Please provide standard operating procedures for vaulting and deposits. Is this currently handled by armored car, or does the Contractor employ individuals responsible for counting and reconciling fares.

Yes, an armored car service is utilized. Each proposer shall provide their own vendor.

168. Could the County please confirm whether the Contractor will be responsible for supplying their own internet uplink for contractor-provided computers?

The contractor will be responsible for supplying the internet uplink for contractor-provided computers.

169. Please clarify whether the contractor is responsible for branding costs associated with new service implementation or new vehicle purchases.

The contractor is responsible for all branding costs.

170. Is the website www.nicebus.com owned by the County? Does the County manage digital media or does the contractor?

The website is not owned by the County. The contractor manages digital media.

171. Could the County please confirm whether the Contractor will be responsible for costs associated with long-distance calls originating from the County's phone system?

The contractor will be responsible for costs associated with long-distance calls.

172. Please indicate the current electric utility expenses and whether the contractor will be responsible for the increased electric cost associated with introducing electric vehicles to the fleet.

The contractor will be responsible for the cost.

173. Who is responsible for paying for all county, state and federal permits?

The contractor is responsible for paying all County, State, and Federal permits.

174. Pages 7, Section III.3.f: Please clarify who holds the contract with Summit Security (County or Contractor)?

The contractor.

175. Can the County please provide annual cost detail for all utilities that the contractor is responsible for related to this service?

See tab QA175.

176. Please clarify whether the contractor is responsible for the costs associated with procurement activities.

The Contractor is responsible for the costs associated with procurement activities

177. Please indicate whether the proposer is responsible for paratransit eligibility determination.

The proposer is responsible.

<p>Fixed Route Bus and Paratransit Operation, Management, and License Agreement</p>
--

Section 4.4 - Maximum Obligation

Contract Amendments

Date	Action	Maximim Obligation	Note
6/2011	Original Contract	\$ 107,965,000	
12/2011	Amendment #1 - Year 1 (2012)	-	Local Law - Transit Committee
7/2012	Amendment #2 - Year 1 (2012)	\$ 110,676,973	
2/2014	Amendment #3 - Year 2 (2013)	\$ 117,707,925	
12/2014	Amendment #4 - Year 3 (2014)	\$ 120,419,219	Change in Budget Year to Calendar
12/2015	Amendment #5 - Year 4 (2015)	\$ 127,862,302	
-	No Amendment - Year 5 (2016)	\$ 130,525,669	
12/2017	Amendment #6 - Year 6 (2017)	\$ 124,487,634	
"	Amendment #6 - Year 7 (2018)	\$ 132,110,592	
"	Amendment #6 - Year 8 (2019)	\$ 135,970,605	
"	Amendment #6 - Year 9 (2020)	\$ 139,905,513	
"	Amendment #6 - Year 10 (2021)	\$ 144,149,083	



**FIXED ROUTE & PARATRANSIT / SHUTTLE FLEET
TRANSIT INVENTORY / REPLACEMENT SCHEDULE**

1/1/2020

FIXED ROUTE FLEET

YEAR	MANU-FACTURER/MODEL	QUAN-TITY	TYPE	SCHEDULED REPLACEMENT YR
2009	ORION VII NG	99	CNG-40'	2021
2010	ORION VII NG	39	CNG-40'	2022
2012	ORION VII NG	45	CNG-40'	2024
2015	NEW FLYER XN40	52	CNG-40'	2027
2016	NEW FLYER XN40	28	CNG-40'	2028
2017	NEW FLYER XN60	5	CNG-60'	2029
2019	NEW FLYER XN40	10	CNG-40'	2031
TOTAL		278		

Cont'd/2....

PARATRANSIT / SHUTTLE FLEET

YEAR	MANU-FACTURER	QUAN-TITY	TYPE	SCHEDULED REPLACE- MENT YR
2014	DODGE CARAVAN	15	Gasoline 16'	2020
2016	ARBOC SPIRIT FREEDOM	8	Diesel 26'	2023
2016	FORD TRANSIT	34	Diesel 22'	2021
2017	CHEVY IMPALA	5	Gasoline 18''	2022
2018	STARCRAFT ALLSTAR	15	Gasoline 26'	2025
2019	STARCRAFT ALLSTAR	19 (14/5)	Gasoline 22/26'	2026
2020	STARCRAFT ALLSTAR	14	Gasoline 22'	2027
Total		110		