



**MARLBOROUGH PUBLIC SCHOOL DISTRICT
ADDENDUM NO. 2**

SCHOOL TRANSPORTATION

Bid/Contract # MPS.2022-1107

Issue Date: November 23, 2022

This **ADDENDUM** modifies, amends, and supplements designated parts of the Requests for Proposals and identified services and are hereby made a part thereof by reference and shall be as binding as though inserted in its entirety in the locations designated hereunder. It shall be the responsibility of each Proposer to notify any subcontractors and suppliers they propose to use for various parts of the services of any changes or modifications contained in this **ADDENDUM**. No claims for additional compensation, due to lack of knowledge of the contents hereof, will be considered.

RESPONSES TO QUESTIONS:

1. Has the current contractor defaulted in the existing contract for yellow bus service? Or is it under mutual agreement to end the contract and start a new contract in January?

RESPONSE: For questions relative to the district's goal with this bid, please refer to addendum 1, question #3.

2. Why does this contract not include SPED routes?

RESPONSE: For questions relative to the district's goal with this bid, please refer to addendum 1, question #3

3. Page 6, Section 1.15 - Will Marlborough Public Schools remove the "not to exceed cap of 2.5%" for CPI increase in the outer years?

RESPONSE: No, the language will stay as written on the original bid specifications.

4. Page 7, Section 2.4 - Will the district add to this paragraph. - "If the change of scope of work is more than 10% - the district will be open to negotiations"?

RESPONSE: No, the language will stay as written on the original bid specifications.

5. Page 7, Section 2.6 - Remove - "The School Committee reserves the right to terminate the contract for no cause with a written sixty (60) day notice at any time during the length of this contract."?

RESPONSE: No, the language will stay as written on the original bid specifications.

6. Page 12, Section 4.12 - Remove 2nd sentence - "The video camera must have a red L.E.D. light."

RESPONSE: Section 4.12 is amended as requested:

Contractor shall be responsible to equip all buses with a front-mounted video monitoring system, which will house a video camera. ~~The video camera must have a red L.E.D. light.~~ The contractor is required to have video cameras for every bus in service under the contract with the Marlborough Public Schools. Warning signs must be posted on each bus. Contractor shall monitor the video equipment on a weekly basis to ensure that the system is operating properly and shall review the digital video only recordings on a weekly basis to ensure quality of service under the contract terms and conditions. The Contractor shall provide this service at no extra charge to the MPS. The Contractor will pay \$500 as liquidated damages, but not as penalty, to the Marlborough Public Schools for each instance it cannot produce a video in view of the difficulty of ascertaining the loss the Marlborough Public Schools will suffer by reason of such unavailability of such video and

ensuring quality of service and/or safety of the students being transported. This \$500 in liquidated damages will only be triggered after the Contractor has failed to produce requested footage in five (5) instances.

7. Page 14, Section 5.11- Paragraph states prevailing wage rates "do not apply" - But yet they are attached and do apply for athletic rates, understanding the minimum rate for the home to school for contract is set forth in section 2.21- Please correct

RESPONSE: Section 5.11 is amended as requested:

Pursuant to G.L. c. 71, §7A, Department of Labor Standards (DLS) has determined collective bargaining agreements exist within the City of Marlborough and prevailing wages rates have been set by DLS. A copy of the prevailing wage schedule has been incorporated herein by reference.

8. Page 16, Section 7-Will the School district consider adding a fuel clause?

RESPONSE: No, the language will stay as written on the original bid specifications.

9. Page 16, Section 8.1 & 8.2 -Are the 5 days unpaid to a vendor for school closure the 5 days that would be made up at end of year (snow days?) - If not - will you negotiate with the vendor, payment for missing days to total the 180 and not 175?

RESPONSE: If, due to the circumstances alluded to in section 8.1, school is cancelled and transportation services are interrupted, the District will engage in negotiations with the vendor.

10. Page 19, Section 10.2.5 -Will the district remove (5 buses) and add - If the change is more than 10% increase or decrease - the district will be open to negotiate rate changes.?

RESPONSE: No, the language will stay as written on the original bid specifications.

11. Page 19, Section 10.3.1- Will the district change the intown minimum rate to \$100.00 per bus/trip and the Out-of-town minimum to \$200.00 per bus/trip.?

RESPONSE: No, the language will stay as written on the original bid specifications.

12. Are the late run buses included in the calculations for liquidated damages?

RESPONSE: Yes

13. Will Marlborough Public Schools remove the "price not to exceed" clause from each of the line item entry on Page 22, Appendix A - Bid Form Category 1.
Two Tier Bus Rate

One Tier Charter School Bus Rate
Late Bus Run Rate

RESPONSE: No, the language will stay as written on the original bid specifications.

14. Will Marlborough Public Schools remove the "price not to exceed" clause from each of the line item entry on Page 23, - Bid Form Category 2 - Per Mile and Per Hour Rates?

RESPONSE: No, the language will stay as written on the original bid specifications.

15. Appendix A- Would the City consider adding a separate line item for minimum charge for Out of District Athletics and Field Trips?

RESPONSE: No, the language will stay as written on the original bid specifications.

16. Have you agreed to an early termination with your current provider? If so, why? If not, why are you going out for bid if you are in the middle of the contract.

RESPONSE: For questions relative to the district's goal with this bid, please refer to addendum 1, question #3.

17. The price of \$317 per day is well below the cost to complete the service especially at the required \$34 per hour wage requirement. What documentation does the district have that would show that a contractor could be successful at this rate given the wages?

RESPONSE: Please see Addendum 1, Attachment A for the existing transportation contract and Addendum 1, Question 2 for the current transportation rates.

18. Why is the district putting a maximum cost on this bid, a price that seemingly is below actual cost to perform the required services? This would limit the ability of contractor to bid on this work.

RESPONSE: Please see Addendum 1, Attachment A for the existing transportation contract and Addendum 1, Question 2 for the current transportation rates. The District is focusing limited available funding in an attempt to address CDL driver recruitment and retention challenges for regular education large yellow bus services.