This Addendum is a part of the RFP Packet for the above-referenced RFP. All respondents shall carefully review the provisions in this Addendum in responding to the RFP.

A. RESPONSES TO SUBMITTED QUESTIONS RECEIVED FROM RESPONDENTS. FCSS hereby provide responses to the questions submitted by potential respondents.

1. It is not uncommon for schools and/or school programs to have a set schedule, pickup and drop-off location (Example: every first and second Monday of the month, 9 a.m. to 12 p.m., Caruthers Elementary and Riverdale Elementary). How will FCSS ensure that the purchase order issued specifies the actual (a) days of the week, (b) actual times and (c) actual locations of service needed?

Response: The Agreement, on page 2, following the heading “Purchase Order Issuance and Cancellation” requires the following: Any Services to be provided by Contractor under the Contract shall be set forth in a purchase order issued by FCSS to Contractor before commencement of the required Services. Contractor shall not be obligated to provide any Services to FCSS and FCSS shall not be obligated to accept or pay Contractor for any Services that are not set forth in a purchase order. The purchase order shall state, at minimum, the following information: (1) description of the particular Services to be performed by Contractor, (2) the beginning date and ending date during which Contractor shall perform the required Services, (3) each pickup location and drop-off location, and (4) the amount to be paid to Contractor for performance of the required Services.

2. Will FCSS issue a separate purchase order if there is any variation to any of the three combinations listed in question 1?

Response: FCSS anticipates that FCSS staff will work with the selected respondent’s staff so that purchase orders include flexibility to mutually change days, times, and locations without issuing a new purchase order as long as the total amount of the purchase order is not exceeded. If the total amount of the original purchase order is exceeded, a new purchase order will be issued.

3. The Transportation Services Agreement states, in part, that each school bus that Contractor uses to provide transportation services under the Contract shall be no more than seven years old and have no more than 150,000 miles of use. Will FCSS accommodate a Contractor that may not meet the conditions listed but does meet and/or exceed the California Highway Patrol’s (CHP) minimum requirements?
**Response:** Section 1.5.2 of the Agreement states the following: CONDITION OF VEHICLES. Throughout the Contract Term, each school bus that Contractor uses to provide transportation services under the Contract shall be no more than seven years old and have no more than 150,000 miles of use. Contractor must replace any vehicle that is more than seven years old or has over 150,000 miles, whichever occurs first. This section applies to transportation services described in section 1.5 COURT AND COMMUNITY SCHOOL ROUTE AND OTHER ESTABLISHED ROUTES. This section is not applicable to vehicles that will be used to provide transportation services for Special Trips, as this term is defined in the Agreement.

Request by the selected respondent to waive the above-stated requirement with respect to a particular vehicle will be considered on a case-by-case basis and addressed through an amendment to the Agreement.

4. Will FCSS provide, at a minimum, seventy-two (72) hours' notice to Contractor when there is a change to an established route, including the pick-up and drop-off locations and/or time schedules? This minimum requirement will ensure the necessary staffing and transportation changes are made in a timely manner with minimal disruption.

**Response:** Section 1.5.3 of the Agreement state the following: TRANSPORTATION NEED SUBJECT TO CHANGE. During the Contract Term, the Parties shall communicate and coordinate regarding the particular routes, time schedules, number and types of vehicles, and the students who Contractor will transport on each established route. Sections 1.4.7.3 and 1.4.7.4 address cancellation of established route and cancellation of stop respectively. One-hour notice prior to the first scheduled pickup stop is what is currently required. If a respondent desires a longer notice period, please so state in proposed changes to the Agreement.

5. What are the consequences to the Contractor if, because not enough notice was given to accommodate a change to an established route, the Contractor is not able to accommodate such last minute change?

**Response:** The remedies available to Contractor are stated in Section 1.4.7 of the Agreement.

6. We require, at a minimum, ten (10) business days' notice for scheduling special trips. Will FCSS provide us with this minimum number of days' notice?

**Response:** Following the execution of the Agreement, FCSS expects that staff will coordinate and communicate with selected respondent on planning and scheduling those Special Trips that are known to FCSS staff. Tentative schedules, based on needs from prior years, exist for Safe and Healthy Kids, Court and Community School, and Migrant Education. The schedule for Migrant Education is attached as Schedule A to the RFP packet. For other transportation needs that may arise from time to time during the Contract Term, Section 1.6.2 requires FCSS to provide the selected respondent notice at least two business days before the scheduled Special Trip. If a respondent requires a longer notice, the respondent shall so propose in the Agreement.
7. Will FCSS hold the Contractor liable for liquidated damages if Contractor has the inability to provide the requested transportation services prior to the issuance and acceptance of an applicable purchase order in accordance with the provisions set forth on the Cover of the Transportation Services Agreement?

Response: Under the Agreement, the Contractor is not obligated to provide transportation services until a purchase order has been issued by FCSS; therefore, no liquidated damages will be assessed against Contractor before the issuance of a purchase order. (See Paragraph B, Contractor Obligations, on the Cover of the Agreement.) Furthermore, the Contractor is not required to provide transportation services to FCSS if the Contractor does not have the vehicle(s) or personnel available. (See Section 1.6.2, Agreement.)

8. Will a Contractor’s inability to perform required services due to the inability to accommodate a change from FCSS be considered a refusal?

Response: Contractor is required to provide the transportation services that are set forth in a purchase order issued by FCSS after communicating and coordinating with the Contractor. (See Paragraph B, Contractor Obligations, on the Cover of the Agreement; Section 1.6.2, Agreement.) Unless stated otherwise in the applicable purchase order, any changes to the purchase order must be mutually agreed upon by FCSS and the Contractor.

9. Will the Contractor have the ability to terminate the contract with or without cause by providing FCSS written notice at least 30 days before the effective termination date?

Response: No, the Agreement does not contain a provision that gives the Contractor the ability to terminate the contract with or without cause by providing FCSS written notice at least 30 days before the effective termination date. The Contractor may terminate the Contract only upon FCSS’ material breach of one or more provisions of FCSS’ obligations under the Contract. (See Section 3.2.1, Agreement.)

10. Will the Contractor have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to FCSS at least 15 days before the date on which the suspension, delay or interruption is to begin?

Response: No provision currently exists in the Agreement to allow for such suspension, delay, or interruption by the Contractor.