

**Questions/Requests for Clarification Regarding San Francisco Unified School District's
Transportation Services Invitation for Bids No. TS-2015
May 26, 2015**

- 1. Though Contractor does not anticipate becoming financially distressed, unexpected changes can impact the realities of any contract. To protect the District from the challenges of managing a financially distressed contractor over the life of the contract, is the District open to considering allowing for rights of termination for the Contractor?**

Answer: IFB/Contract TS-2015 does not provide for a contractor right of termination. All applicable terms and conditions relating to termination are contained within IFB/Contract TS-2015, including without limitation Section 25 ("Termination").

- 2. Would the District consider offsetting costs that the Contractor incurs as a result of termination due to lack of funding?**

Answer: All applicable terms and conditions relating to termination are contained within IFB/Contract TS-2015, including without limitation Section 25 ("Termination").

- 3. Is the District willing to consider including work force issues, including strikes, in the definition of force majeure?**

Answer: This is specifically addressed in IFB/Contract TS-2015 subsection (A) ("Force Majeure") of Section 68 ("Force Majeure; Emergency Contingency Plan"), which states in pertinent part: "In no event shall any work stoppage, strike or labor dispute at a District or Contractor site, or by District or Contractor personnel, constitute a Force Majeure Event under this bid/contract."

- 4. In order for Contractor to offer the best pricing over the life of the contract, Contractor may need flexibility to adjust pricing when service level adjustments occur. Is the District willing to work with Contractor on such pricing?**

Answer: This is a firm price IFB/Contract, and pricing under IFB/Contract TS-2015, if an award is made, shall be as provided for, for example and without limitation, in Section 3 ("Definition of Price"), Section 9 ("Firm Prices"), and Section 12 ("Price Adjustments").

- 5. Is the District willing to consider giving to contractor a right of first refusal for all of the District's Charter Transportation?**

Answer: The District currently uses its current transportation services contractor for all of the District's transportation services needs up to the limits of said contractor's capacity. When transportation services are needed beyond the limits of said contractor's capacity, the District looks elsewhere. While the District expects to continue this practice, the District makes no promises or commitments whatsoever to do so, and reserves the right to do otherwise in the District's sole and absolute discretion. Please also see IFB/Contract TS-2015, subsection (B) of Section 4 ("Indefinite Quantity Bid/Contract"), which states: "District reserves the right to make purchases of services or products from other than the Contractor when District determines that such services or products are immediately needed or that it is obviously not practical to purchase against the Contract."

- 6. Is the District willing to make requests for removal of Contractor employees in writing stating the reasons for such request?**

Answer: Under IFB/Contract TS-2015, if an award is made, the Contractor is responsible for the employment and supervision of its personnel, as detailed, for example and without limitation, in Section 28 (Independent Contractor), Section 41 ("Qualified Personnel"), and Section 51 ("Supervision of Bus Operations"). Under Section 41 ("Qualified Personnel") of the IFB/Contract,

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the Contractor is required to comply with the District's requests regarding assignment of Contractor personnel to the District under the IFB/Contract, however, there is no requirement under IFB/Contract for the District to provide such a request in writing stating the reasons for such request.

- 7. To allow for best pricing of the contract, should additional safety equipment be required on the buses, is the District willing to consider negotiating the cost to Contractor?**

Answer: Compliance with safety requirements is the contractor's responsibility under IFB/Contract TS-2015, if an award is made, as detailed, for example and without limitation, in Section 3 ("Definition of Price"), Section 9 ("Firm Prices"), and Section 12 ("Price Adjustments"), Section 36 ("Non-Discrimination; Compliance with Americans with Disabilities Act"), Section 37 ("Laws and Regulations"), Section 49 ("Vehicle Requirements"), 57 ("Capacity to Perform the Contract"), and Section 72 ("Legal Compliance").

- 8. To the extent that audio recording is required on buses, is the District willing to be responsible for any liability arising from audio recording on buses?**

Answer: Video recording, not audio recording, is required under IFB/Contract TS-2015 as detailed, for example and without limitation, in subsection (C)(6) of Section 49 ("Vehicle Requirements"). Liability under IFB/Contract TS-2015 is provided for in Section 26 ("Indemnification") and Section 28 ("Liability of District"), for example and without limitation.

- 9. Because operating costs can increase beyond the CPI, in the event of unusual circumstances which cause Contractor's operating costs hereunder to increase at a rate in excess of the CPI, is the District willing to allow for re-negotiated pricing?**

Answer: IFB/Contract TS-2015 is a firm price bid/contract, and pricing, if an award is made, shall be as provided for in IFB/Contract TS-2015, including without limitation Section 3 ("Definition of Price"), Section 9 ("Firm Prices"), and Section 12 ("Price Adjustments"). Price adjustments are permitted under IFB/Contract TS-2015 as detailed, for example and without limitation, in Section 12 ("Price Adjustments").

- 10. Would District consider making the purchase or lease of Contractor's vehicles, when the contract is terminated for default, conditioned upon agreement of the parties?**

Answer: Please see IFB/Contract Section 71 (Option to Purchase or Lease Contractor's Vehicles). This right is at the option of the District as provided for therein.

- 11. Would District consider escalation language that addresses changes in state or federal taxes, laws or specifications which cause Contractor's operating costs to increase at a rate in excess of CPI?**

Answer: IFB/Contract TS-2015 is a firm price bid/contract, and pricing, if an award is made, shall be as provided for in IFB/Contract TS-2015, including without limitation Section 3 ("Definition of Price"), Section 9 ("Firm Prices"), and Section 12 ("Price Adjustments"). Price adjustments are permitted under IFB/Contract TS-2015 as detailed, for example and without limitation, in Section 12 ("Price Adjustments").