

**ALBUQUERQUE PUBLIC SCHOOLS
PROCUREMENT DEPARTMENT
ADDENDUM # 1 FOR RFI NO. 15-001GR-SL
STUDENT TRANSPORTATION SERVICES
JULY 10, 2014 – 2:00 PM**

July 8, 2014

Please note the following changes/corrections/additions:

- See answers to response to questions on the following page.

Addenda not returned and signed may deem the RFI submission as non-responsive and may be rejected.

Thank you for your interest in Albuquerque Public Schools

ACKNOWLEDGE ADDENDUM # 1 WITH YOUR RFI SUBMISSION:

COMPANY/FIRM NAME

SIGNATURE

DATE

Gustavo Rossell

Gustavo Rossell, Senior Buyer



**REQUEST FOR INFORMATION
RFI # 15-001GR-SL
COMMUNICATION SERVICES**

RESPONSE TO QUESTIONS SUBMITTED

- 1) Can you extend your deadline 1 week?

ANSWER: As stated in the RFI, the purpose of this RFI is to seek information for student transportation services. APS does not deem necessary to extend the RFI opening date.

- 2) What was the total amount paid out for this service in 2013-2014 including any adjustments for fuel, etc.?

*ANSWER: \$721,849.36 (\$703,736.36 + \$18,113.00 for purchase allowance / rental fees) paid in nine consecutive monthly installments of \$72,184.94 each commencing on August 30, 2013.
• Contractor furnishes all fuel to be used in its performance of the agreement. No fuel adjustments.*

- 3) What is the estimated value of the extra-curricular contract associated with this service? Please, provide a copy of the contract. Please, also provide the number of trips, as well as the average miles and hours for the trips

ANSWER: APS` contract is only for to-and-from transportation. The contractor dealt directly with the schools on any field trips, etc. (copy of contract below)

- 4) Are the vehicles available for use for this service provided at no charge or are we expected to purchase the vehicles? are there any rents and leases payments associated with the existing fleet?

ANSWER: The new contractor would have to purchase the vehicles from Mountain Bus Co based on appraisals received from our two local bus distributors. At this time, there are no rents and leases associated with the existing equipment. 13 of the 18 buses have yet to fulfill their 12 years to the district.

- 5) Are the 5 buses to be replaced 71 passenger conventional buses? Is there any special equipment needed such as AC, seat belts, GPS, cameras, etc.?

ANSWER: Four (4) of the buses are 71- passenger conventional. One (1) is a 35-passenger with seatbelts. There are no A/C, GPS, cameras, etc. on any of the units.

- 6) How many mid-day, shuttle or late activity runs are associated with this service?

ANSWER: There is a pre-K mid-day program at one the schools that service was provided for. This usually involved one (1) bus. But, additional mid-day service may be required.

VIBV

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this 19th day of June,
2013, by and between Albuquerque Public Schools hereinafter called "**BOARD**"
(local board of education)

and Mountain Bus Company herein after referred to as "**CONTRACTOR.**"
(contractor)

WITNESSETH:

WHEREAS, BOARD has engaged **CONTRACTOR** to provide the pupil transportation services described herein; and

WHEREAS, **CONTRACTOR** desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:
[12-31-98]

13.1 TERM

The term of this agreement shall commence July 1, 2013 and shall continue through June 30, 2014. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

13.2 SCOPE OF SERVICES

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the State Board of Education approved criteria and definition of developmentally disabled, and for the transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for 178 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/178th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.
[12-31-98]

13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$ 18,113.00 for purchase allowance/rental fees, and \$ 703,736.36 for services herein for a total of \$ 721,849.36 to be paid in consecutive monthly installments as follows: NINE equal installments of \$ 72,184.94 each, and a final installment of \$ 72,184.90, commencing on the 30th day of August, 2013.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]
[12-31-98]

13.4 FUEL

CONTRACTOR shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

13.5 OPERATION AND MAINTENANCE

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable State Board of Education Regulations.
- b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.
- c. **CONTRACTOR** shall ensure that buses operating under this contract meet established State Board of Education safety inspection requirements.
[12-31-98]

13.6 SALARIES

CONTRACTOR shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

13.7 ROUTES AND SCHEDULES

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.
[12-31-98]

13.8 RECORDS AND REPORTS

- a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met.
[12-31-98]

13.9 INDEMNIFICATION

CONTRACTOR shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.
[12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than ONE hours before service. [12-31-98]

13.12 SAFETY

CONTRACTOR shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, State Board of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

13.14 TERMINATION OF CONTRACT BY BOARD

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the State Board of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the BOARD grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

Albuquerque Public Schools


___ BOARD OF EDUCATION

BY: 

___ PRESIDENT

ATTEST: 

 ___ SECRETARY


[12-31-98]

___ CONTRACTOR

V187115

ALBUQUERQUE PUBLIC SCHOOLS STUDENT TRANSPORTATION SERVICES

SUPPLEMENT TO FLEET SERVICE CONTRACT

The Fleet School Bus Operator's Contract {Owner Code 056} between the Albuquerque Public Schools Board of Education and Mountain Bus Company, the Contractor is hereby amended due to:

- APS September 13 Transportation Report
- APS Route Mileage Change
- Change in PED Approved Purchase Allowance
- Change in PED Approved Rental Fee
- Other (Explain) _____

The previous amount of the contract for the 2013-14 school year is \$ 703,736.36 (service) and \$ 18,113.00 (purchase allowance/rental fee) for a total of \$ 721,849.36 effective 06-19-13 (date).

The current amount of the contract for the 2013-14 school year for the reason stated above shall be \$ 785,246.18 (service) and \$ 18,113.00 (purchase allowance/rental fee) for a total of \$ 803,359.18 effective 06-18-14 (date).

All other provisions of the original contract are hereby reaffirmed and ratified as part of this supplement.

Albuquerque Public Schools Board of Education

By: _____ President

Atte _____, Secretary

Z

Appendix A (part I)
FLEET CONTRACT

Mountain p. 1 of 1

B U S #	OWNER CODE	Y E A R	M O D E L	S E A T I N G	L I F T	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE/ PURCH ALLOW
32	56	03	IC	71		4DRBRAAN03B953357	SBK490	0
33	"	04	IC	71		4DRBRAAN04B968118	SBK806	0
34	"	04	IC	71		4DRBRAAN24B968119	SBK825	0
35	"	08	IC	30		4DRBUAAL38B517493	SBH812	0
36	"	08	IC	24		4DRAPAFHX8A494369	SBH952	0
37	"	10	IC	35		4DRBUAAL6AB231742	SBH962	18113
38	"	01	BLU	36		4UZAAXZBVX1CH48630	SBE909	0
39	"	09	IC/IC	71		4DRBUAANT9B676116	SBH955	0
40	"	03	IC	71		4DRBRAAN93B953356	SBH868	0
41	"	06	IC	71		4DRBUAAN36B162288	SBK1130	0
42	"	03	IC	71		4DRBRAAN43B953359	SBK489	0
43	"	04	IC	71		4DRBRAAN94B968120	SBK824	0
44	"	04	IC	71		4DRBRAAN94B968121	SBK807	0
45	"	09	IC/IC	71		4DRBUAAN59B676115	SBH953	0
46	"	09	IC	71		4DRBUAAN99B676117	SBH954	0
48	"	06	IC	71		4DRBUAAN56B162289	SBK1129	0
51	"	03	IC	35		4DRBRABL33B955617	SBK481	0
52	"	06	IC	17	X	4DRBUAFL66B149820	SBK1125	0
54	"	09	IC	30		4DRAPSKK59B131979	SBH960	0
						Total	19	18,113

Appendix A (part II)
FLEET CONTRACT

Mountain		p1 of 1
Bus #	Route Mileage	Route Description (area served)
32	9,798.4	Roosevelt MS, A Montoya ES
33	18,013.6	Manzano HS, Roosevelt MS, A. Montoya ES, Hoover MS
34	19,170.6	Manzano HS, Roosevelt MS, A. Montoya ES
35	23,288.2	Roosevelt MS, A Montoya ES, San Antonito ES
36	32,093.4	MHS, Roosevelt MS, A. Montoya ES, Hayes MS
37	17,205.8	Manzano HS, Roosevelt MS, A Montoya ES
38	20,756.3	Manzano HS, Roosevelt MS, San Antonito ES
39	14,341.2	Roosevelt MS, A Montoya ES, Hoover MS, HHS
40	11,053.8	Roosevelt MS
41	15,916.8	Roosevelt MS, A Montoya ES, San Antonito ES
42	8,092.1	HHS, Hayes MS, Grant MS
43	14,293.4	Manzano HS
44	21,252.5	Manzano HS, San Antonito ES
45	15,972.2	Roosevelt MS, A Montoya ES, San Antonito ES
46	8,027.8	Roosevelt MS
48	13,442.0	Roosevelt MS, A Montoya ES, San Antonito ES
51	18,649.6	Roosevelt MS, A Montoya ES, San Antonito ES
52	19,448.6	Manzano HS, A. Montoya ES, NMSBVI
54	19,362.7	Roosevelt MS, A Montoya ES, Grant MS
	320,179.0	19

FLEET CONTRACT PAYMENT SCHEDULE

2013 – 2014 SCHOOL YEAR

This contract approved by the Albuquerque Public Schools
(Board)

On June 18, 2014 for Mountain Bus Company
(Contractor)

to operate 19 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently and economically.

I.	BUS PURCHASE/RENTAL FEE	\$ <u>18,113.00</u>
II.	TRANSPORTATION SERVICES: (Estimated Budget)	
a.	Fuel	\$ <u>140,078.31</u>
b.	Operation & Maintenance and All other expenses	\$ <u>213,282.47</u>
c.	Salary and Benefits	\$ <u>431,885.40</u>
	Total Transportation Services II (a-c)	\$ <u>785,246.18</u>
III.	Total Estimated Budget [12-31-98]	\$ <u>803,359.18</u>