

ADDENDUM NO. 1

TO: All Respondents

FROM: Jason McGarry, Procurement/Contracts Administrator

SUBJECT: COG2019-02: Commuter Vanpool Program

DATE: May 16, 2019

This Addendum No. 1 modifies the Request for Proposal (RFP) only in the manner and to the extent as stated herein.

Q1 Can BCDCOG describe the monthly subsidy you plan to provide or give a range of subsidy options so that contractors can determine a proper price matrix?

A1 Subsidy will be determined by SCDOT at a later date

Q2 Due to the structure of contracted vanpool programs, where the majority of the cost is related to the vehicles or capital themselves, it is difficult to meet a 10% DBE participation goal. We respectfully request to lower the DBE participation goal to a Good Faith Effort, is BCDCOG amenable to this change?

A2 If possible, please give an estimate

Q3 Due to the possibility of complex and extensive requests during an audit, and if this procurement results in a contract, we respectfully request "at any time" changed to "with 30 days' written notice." Is BCDCOG amenable to this change?

A3 Changes may be addressed post award

Q4 Due to the structure of contracted vanpool programs, application of the subsidy on a pro-rata basis, program communication timelines and 30 day rental periods, we respectfully request for "30 days written notice" change to "90 days written notice." Is BCDCOG amenable to this change?

A4 Changes may be addressed post award

Q5 *"Failure to comply with the contract documents shall be grounds for breach and will result in contract termination upon 30-days written notice."* We respectfully request that the term of written notice be changed to 90-days.

A5 Changes may be addressed post award

Q6 *"The selected contractor must provide an accessible vehicle within 30 days upon request from a rider."* Is BCDCOG amenable to changing the language "within 30 days upon request from a rider" to "within 30 days upon execution of required approvals and paperwork?"

A6 Changes may be addressed post award

Q7 Is BCDCOG amendable to changing the 12 passenger van number to no less than 8 users and the 15 passenger van to no less than 10 users?

A7 Changes may be addressed post award

Q8 Many vanpool contractors provide fuel cards to enable vanpool groups to combine costs into one easy invoice. Is it BCDCOG's intent with this requirement to ban use of the fuel cards? If so, we request to strike this requirement."

A8 Changes may be addressed post award

Q9 With respect to the newsletter, please explain the items in greater detail; who is responsible for them, BCDCOG or the contractor? Are there any known specific costs to the contractor at this time?

A9 BCDCOG is responsible for content and distribution; contractor will provide data as needed

Q10 Will BCDCOG reimburse contractor for the ERH program?

A10 Contractor should stipulate the number of ERHs provided to each client; BCDCOG will supplement with three reimbursable ERHs a year within the TriCounty area up to \$55 (tips are not reimbursable.)

Q11 "Ability to present and implement a general plan for promoting the program statewide through standard marketing efforts to." Please clarify. Does BCDCOG have plans to expand this program to the entire state? Does this apply to the Vanpool program?

A11 This is a pilot for the rest of the state. Local program should be replicable

Q12 We request that the Termination for Convenience be a "mutual" term with six-months prior notification by the Contractor.

A12 This is a required Federal clause. Changes may be addressed post award

Q13 "the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect." Please clarify, "short period of time."

A13 Changes may be addressed post award

Q14 We request that the Termination for Default be changed to a mutual term for both BCDCOG and the contract should this procurement result in a contract. Is BCDCOG open to negotiating this and other contractual items prior to award or post-award prior to contract execution?

A14 This is a required Federal clause. Changes may be addressed post award

Q15 We respectfully request that the qualification for confirming "conflict of interest" be stated as, "to the best of our knowledge.

A15 This is a required Federal clause. Changes may be addressed post award

PROPOSER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN WITH PROPOSAL. FAILURE TO DO SO WILL SUBJECT THE PROPOSAL TO REJECTION.

Authorized Signature

Firm

Date