



CITY OF PETALUMA

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ADDENDUM NO. 2

REQUEST FOR PROPOSAL PETALUMA TRANSIT OPERATIONS & MAINTENANCE CONTRACT

January 9, 2018

This Addendum No. 2 is in response to questions received from potential submitters. All responses must be reviewed and the Acknowledgement of Addenda received (Attachment 10, Proposal Form 1.4 of the RFP – PLEASE INDICATE RECEIPT OF BOTH ADDENDA 1 AND 2 ON THAT FORM AND SUBMIT IT WITH YOUR RESPONSE TO THE RFP) must be included with the proposal as evidence that this document is part of the RFP and has been reviewed by the respondent.

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The proposal deliverable date has changed to **Monday, January 22, 2018** on or before 5:00 pm. All other deliverable items remain the same.

This document consists of answers to questions received and the following attachments:

- Addendum No. 2, Attachment A – Fleet Replacement Schedule
- Addendum No. 2, Attachment B – MV Transportation, Inc. December 2017 invoice
- Addendum No. 2 – Attachment C – December 2017 Ridership Statistics
- Addendum No. 2 – Attachment D – Living Wage Resolution, 2017-079 N.C.S.
- Addendum No. 2 – Attachment E – Revised LC 1070

QUESTIONS:

1. **Page 9: What are the current pull-out and return to yard times for each route?**

Earliest bus leaves the yard at 6:05 AM and last bus returns at 8:48 PM. Note that the City pays for approved deadhead.

2. **Page 23: Please provide all bidders a copy of the 5333(b) or 13(c) agreement.**

See: <https://www.dol.gov/olms/regs/compliance/compltransit.htm>

- 3. Page 28: Please confirm that the contractor is responsible for providing the reservations, scheduling, and dispatching software as part of the base price proposal. The RFP uses the word “optional” in some locations, so it is unclear if pricing should be provided as a separate line item.**

The contractor may propose to include the Paratransit Dispatching software as part of the proposal, and should include the cost as a separate, optional, line item. See also Questions 33 and 54 below.

- 4. Page 30 and 31: Are tires, oil, and lubricants included in the parts that the City will provide?**

Yes.

- 5. Page 31: Please provide the number of vehicles used at peak time for each of the services contemplated by the RFP. If this information is available by day of week, please provide it in that format.**

Peak pull in the AM is 7 buses and in the PM are 9 buses. Two buses do three routes on Saturday and Sunday.

- 6. Page 36: Will the City make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many and what type?**

Yes, the City will work with the incumbent contractor to ensure that vehicles are available during the transition period for training.

- 7. Page 41: Please provide a vehicle replacement schedule.**

Refer to *Attachment A of this Addendum.*

- 8. Page 44: Please provide call volume by hour for a recent one-month period.**

This data is not available.

- 9. Page 47: What is the current level of complaints per 1,000 boardings for each of the service types provided? What is the average level of complaints per 1,000 boardings per year for each of the three past years?**

There were 19 valid complaints received in FY16. This information is not currently available for FY15 or FY17.

- 10. Page 49: Please provide the number of preventable accidents by month for the past 12 months.**

There have been four preventable accidents in the last 12 months.

- 11. Page 49: What is the current on-time performance for each of the service types provided? What is the average on-time performance per year for each of the three past years?**

Fixed Route on-time performance was 67% for FY16, 69% for FY17, and is 70% for FY18 through December 2017. Paratransit on-time performance was 92% for FY16 and 88% for FY17.

- 12. Page 49: What is the current level of productivity for each of the service types provided? What is the average productivity per year for each of the three past years?**

Paratransit had an average of 2.1 passengers per revenue hour in FY17 and is 2.1 through December of FY18. For fixed route, FY17 saw an average of 17 passengers per revenue hour. This information is not yet available for FY18.

- 13. Page 49: What are the current miles between road calls for each of the service types provided? What are the average miles between road calls per year for each of the three past years?**

Paratransit, FY17: 41,488 average miles between road calls
Fixed Route, FY17: 15,079 average miles between road calls

- 14. Page 49: Please provide the amount of liquidated damages (and what categories those damages were assessed to) for each month over the past year that were charged to the current contractor.**

\$100 in liquidated damage assessed to the contractor for “late trips due to contractor negligence” in August 2017.

- 15. Page 58: It is not clear if there is a Disadvantaged Business Enterprise goal. Please verify if there is a goal, and if documentation of a good faith effort is required.**

The City does not currently meet the Federal funding threshold requiring a DBE Program, and so there is no DBE Goal set for this contract. No Good Faith Effort is required; however, contractors are required to adhere to the FTA Contract Provisions noted in Attachment 1, Section 8, and strive to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub-contractual work under this contract.

- 16. Attachment 7: Please provide information regarding current participation in insurance and other benefit plans.**

Please refer to the *Attachment E of this Addendum*: Revised LC 1070 for benefit information.

- 17. Attachment 10: May bidders add rows to the pricing page to provide more transparent pricing?**

Yes.

- 18. Attachment 10: The pricing page includes a separate line item for start-up expenses. Are these expenses included in the scoring? Since proposed costs are the highest weighted scoring category, we recommend that start-up costs not be part of the evaluation so all bidders can be evaluated on an “apples to apples” basis (since the incumbent will not have start-up costs).**

Yes, all expenses are included in the scoring evaluation, including start-up costs.

- 19. Please provide all bidders with copies of the last three months of:**
- a. Monthly invoices**
 - b. Monthly management reports:**

A copy of the December invoice is included as *Attachment B of this Addendum*. The December Ridership report is included as *Attachment C of this Addendum*. Monthly management report examples were included as Attachment 6 to the RFP.

- 20. What are the three biggest challenges that the City faces for the services contemplated by this RFP?**

This question is not relevant to clarifying the requirements of the RFP.

- 21. Please clarify the DBE participation associated with this contract. Is a Good Faith Effort required for this bid?**

See Question 15 above.

- 22. Please verify that there is not a bid bond required as part of this submittal.**

There is not a bid bond required as part of this submittal.

- 23. Please provide a breakdown of revenue miles, deadhead miles, revenue hours, and deadhead hours for the last 12 months.**

Below is Fixed Route information for FY17:

Annual Vehicle Miles	
Revenue Vehicle Miles	246,443
Non-Revenue Vehicle Miles	9,907
Total Vehicle Miles	256,350
Annual Vehicle Hours	
Revenue Vehicle Hours	19,797
Non-Revenue Vehicle Hours	948
Total Vehicle Hours	20,744

- 24. Please explain the fare collections process/requirement for the contractor.**

See Section 2.7.1. The City is using bottom-loading Diamond non-electronic fareboxes on fixed route vehicles at this time and does not have plans to upgrade to electronic

fareboxes. Farebox revenues are counted nightly, using an electronic coin counter, and are picked up several times per week by Brink's and taken for deposit at the bank. Paratransit revenues are also counted nightly and are taken twice per week for deposit by the contractor.

25. Will the city provide a training bus during transition should a new contractor be selected?

See Question 6 above.

26. Will the city provide office space for mobilization and employee training during transition should a new contractor be selected?

Yes, one office in the Transit Administration building would be available for this purpose during the transition period.

27. Is there any unfunded liability related to the current ATU-401k plan?

No, there is no unfunded liability related to the current 401K plan between the ATU and the current contractor for this project.

28. Please provide a detailed list of shop equipment and office furniture provided by the city.

This is not available at this time. Note that the City purchases and owns all equipment and furniture.

29. RFP section 1.2.2/1.2.3: Please confirm whether the Labor Code 1070 10% preference is included in the evaluation criteria in Section 1.2.2 for a total of 110%.

Yes.

30. RFP section 2.1: Currently weekend service utilizes 2 buses for 2 routes. Please confirm that the correct number of weekend routes is 2 and the number of buses is 2.

Current weekend service utilizes two buses on three routes and this is not anticipated to change in FY19.

31. RFP section 2.10.1: Are the costs for providing additional services for the advertising program expected to be included in the price proposal or will these costs, if any, be negotiated at a later date? If they should be included now, would the City please provide an estimate of hours the contractor should be prepared to provide on a monthly basis?

There are no additional marketing services required of the contractor beyond what is currently supplied, which includes the installation of new system maps due to a service change (approximately 2 days, 2-3 times per year), the infrequent installation of advertising posters in shelters, and the placement of ads on the back of the buses (30 minutes, 3-6 times per year). Buses are also expected to be kept stocked with Rider

Guides. These services may decrease due to a separate marketing contract being put into place in the future, but are unlikely to increase.

32. Page 16: Please indicate whether cost will be evaluated on the 4-year base term or all 7 years of the contract.

All 7.

33. Page 26, Section 1.3.1: Please indicate whether the base scheduling software should give passengers the ability to schedule or cancel rides online as this would be a significant cost increase. Please indicate whether call notifications and text message notification on arrival time are required in the base cost of the scheduling and dispatching software.

The contractor may propose to include the Paratransit Dispatching software as part of the proposal, and should include the cost as a separate, optional, line item.

Features such as online scheduling/cancellations and call/text notification are desirable but not required. If these components are available, the contractor should list them as separate line items in order to clarify the product cost. See also Question 3 above and Question 54 below.

34. Page 35, Section 2.1.6.d: Please confirm that the total revenue hours in section 2.1.6.d should be 29,047.

Yes, total revenue hours for FY17 were 29,047, not 28,047.

35. Page 11, Insurance: Currently, the cost of insurance is billed separately. Please confirm that the cost for insurance will continue to be billed separately from the hourly rate.

Yes, this will continue to be billed separately.

36. Form 1.1, Budget Proposal: Currently, the cost for a dispatcher is billed separately. Please confirm that the cost for the dispatcher should be included in the hourly rate under the new RFP.

Yes, this should be included in the hourly rate under the new contract.

37. Page 51, 2.10.1: Currently, the contractor is required to fix broken lights, broken panels, and replace posters on the bus shelters. Please confirm that this requirement has not changed under the new RFP.

This requirement has not changed. Please note that this requirement only applies to the approximately 25 shelters which are City-owned; the remainder of the shelters are maintained by a separate contractor.

- 38. Page 33, 2.1.3.: Due to the difficulty with achieving positive financial performance on this contract, would the City please consider changing the trigger for increases and decreases from 80% to 120% to 90% and 110%.**

The City prefers to retain the percentages specified in 2.1.3 due the volatility of transit funding.

- 39. Attachment 8: Would the City please include a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work/service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days' written notice to the other party.**

Adjustments to compensation for Owner or regulatory scope-of-work changes are addressed in Paragraph 2.1.3, page 33 and Attachment 8, Section 2.c.

- 40. Attachment 8: Would the City include provision to clarify that contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the contractor's occupancy of the City's facilities, or caused by any party other than contractor.**

Contractor has opportunity to inspect facilities and vehicles prior to tendering a RFP response. Indemnification language in Attachment 8 and current RCRA and CIRCLA regulations addresses the proposer's question.

- 41. Attachment 8: Would the City include a force majeure provision in the resulting contract relieving both parties from performance under the contract for circumstances beyond their reasonable control (acts of God, war, labor strikes, slowdowns, sick-outs, or other disputes, etc.).**

This question is addressed in Paragraph 10B, page 59.

- 42. RFP Scope of Services, Section 2.2.1: Automatic disqualification of applicants based on "any felony" history violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eoc.gov/laws/guidance/arrest_conviction.cfm.**

It is recommended that the City revise this requirement.

Please be advised that federal law will take precedent over the City contract language. The City will review this comment and make any necessary adjustment to remain in compliance with federal law prior to executing transit service agreement.

- 43. RFP Attachment 1, FTA Provisions, Section 13, Disputes: With respect to termination for convenience, would the City please revise to provide that either**

party may terminate for any reason upon 30 days' written notice and payment of Contractor's reasonable close-out costs in the event of termination by the City. With respect to termination for cause, revise to provide contractor with at least 10 days to cure. Doing so will allow reasonable time to cure in the event of default and for contractor to complete employment termination obligations required by law (WARN ACT, etc.).

The RFP addresses termination for convenience in at least four places; page 16, paragraph 10A on page 59, Attachment 5 paragraph 4, and Attachment 8 paragraph 4. Contractors must adhere to FTA standards or the 30-day notice stated in the City PSA, whichever is less.

- 44. RFP Attachment 8, Professional Services Agreement, Section 23 – Indemnification: Would the City please revise to limit indemnification to only those claims, damages, etc. caused by Contractor, and exclude claims, costs, or expenses arising from or relating to the City's negligence or willful misconduct. Additionally, please delete provision identifying agreement as a "construction contract" under California law. The City will take the comment under advisement but will not be changing the referenced contract language at this time.**

- 45. Contract Term - Please confirm the term of the contract will be four (4) base years and three (3) option years. The initial release document *2018 Petaluma RFP Information* lists three (3) years with two(2) options whereas the *FY18 Petaluma Operations and Maintenance RFP* document lists four (4) years with three (3) option years.**

The term of the contract will be four (4) base years and three (3) option years, as stated in the official RFP document.

- 46. Please provide the current run cut with the approved monthly billable revenue and deadhead hours and miles as noted in the RFP, page 8.**

The run cut is proprietary to the current contractor. See Question 23 above for a breakdown of annual fixed route hours and miles.

- 47. For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.) causing driver to report to base later than scheduled.**

Yes, billable time is based on actual hours.

- 48. For paratransit service, please clarify if revenue hours begin at the first pick-up, even if that pick-up is a no show.**

Yes, revenue hours begin at the first pick-up, even if that pick-up is a no show.

- 49. Please provide a copy of the City's Living Wage Ordinance and any CPI standards that would be used for subsequent years so that all bidders use the same assumptions.**

The Living Wage Ordinance for FY17 is included as *Attachment D of this Addendum*. This would only apply to non-unionized employees.

City advises bidders to anticipate and budget for further wage increases during the contract period, as a result of negotiations with the union on the successor CBA in 2019, for represented employees, and further City annual upward adjustments of the LWO for non-represented employees. Wages increases beyond the current CBA are projected to increase an average of 3% per year, for the purposes of cost proposals, but actual wages will be negotiated with the union. See Attachment E of this Addendum: Revised LC 1070

- 50. Pg. 16 Section 4, Pg. 22 Section 1.2.3 - Request modification to the Indemnity language to include mutual indemnification. Sample added language: 'City agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of gross neglect, default or omission of City in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the gross negligence or willful misconduct of Contractor, its agents or employees.'**

The City will take the comment under advisement but will not be changing the referenced contract language at this time.

- 51. Please confirm the termination language in Attachment 8 Section 4 will be updated to match the language on page 16 of the RFP indicating ninety (90) day notification. See Question 43 above.**

- 52. Request the City consider updating the Termination for Convenience language to include the following language: 'Either party may terminate this agreement for convenience upon 90 days written notice to the non-terminating party.'**

The City will take the comment under advisement but will not be changing the referenced contract language at this time.

- 53. Section 13c Transit Employee Protection - Please confirm the Contractor will not be liable for any outstanding economic liabilities like an underfunded pension program. If there is a current liability that will transfer, please provide the details and dollar amount.**

The current contractor is unaware of any outstanding economic liabilities.

- 54. Paratransit mobile computing devices - Are tablets or MDT's currently in place and used for the paratransit service? If not, is the City requiring this given cost is 50% of the evaluated criteria.**

Currently, the contractor supplies the tablets for use with contractor-supplied Dispatching software. Tablets should be included under the cost of the optional contractor provided dispatching software. If desired, this cost can be broken out as a separate line item for clarification. See also Questions 3 and 33 above.

- 55. During the transition, how many vehicles will be made available to the incoming contractor to perform training?**

See response to Question 6 above.

- 56. Please confirm the City pays for all parts and outside repairs to include engine and transmission overhauls for the vehicles**
Yes, this is correct.
- 57. If the Contractor is responsible for major repairs, please provide the last 12 months history for major component replacement and repair for the provided fleet.**
The contractor is not responsible for major repairs; the City pays for all maintenance expenses except for those repairs that are a direct result of the contractor's negligence.
- 58. Are there any remaining warranties for the fleet or provided equipment?**
The warranty for the BAE hybrid system in the 2016 Gilligs will expire on 9/15/18 or 120,000, whichever occurs first. All the other transit unit warranties have expired; the current mileages are from 30,000 to 40,000. The two new Ford paratransit vans have the remaining 3 year/36,000 bumper to bumper, and the 5 year/60,000 powertrain warranty; they are presently less than 10,000 miles each. Please note that the City normally pays for all parts.
- 59. This section indicates the City will pay the fuel costs for revenue vehicles and the driver shuttle vehicles. Is there currently a Maintenance Shop Truck and if so, will the City pay for this fuel as well?**
Yes, the City provides a Shop Truck and pays for fuel for this truck. See Section 2.4.2.
- 60. What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.**
See response to Question 12 above.
- 61. Please clarify the \$990 monthly bus pass amount. Are these passes sold by drivers and the \$990 is recuperated each month? Or is the Contractor to provide \$990 worth of passes each month as a budgeted amount?**
The Contractor to purchase \$990 worth of passes each month as a budgeted amount.
- 62. Please confirm the volume of hours and miles on which proposers should base their proposals is listed in this section by service. Please clarify if these 'Revenue Hours' include deadhead. If not, please provide the level of Deadhead Hours that were billable by service for FY16-17.**
See response to Question 23 above.
- 63. Please provide the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for each of these services.**
See response to Question 23 above.
- 64. Please provide the current call volume by service type, broken down by weekday, Saturday and Sunday to include hourly levels if possible. Does the Cisco system provide call recording, reports, voicemail, etc.?**
This information is not currently available due to a reporting software issue. The Cisco system provides reports and voicemail, but not call recording.

- 65. Does the Agency have any requirements regarding support vehicles? Type, age limit, fuel type. Please clarify whether the City will provide the 'Shop Truck' as listed or whether the Contractor needs to price for providing a Shop Truck.**
Support vehicles must be either diesel or gasoline fueled. See Question 59 above.
- 66. Please provide a listing of City provided equipment and furnishings for the operating offices and the maintenance facility. Does the City provide copy machines, printers, etc in addition to furniture and computers?**
A listing is not available. Yes, the City provides printers and copy machines.
- 67. Please provide a copy of the most recent Fare Media and Pass Sales summary. Please include Clipper sales amount by day for sales occurring at the facility as noted on page 35 Section 2.1.8.**
See Attachment C of this Addendum for a breakdown of different fare types during the month of December. A summary of pass sales is not available at this time.
- 68. Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract.**
\$100 in liquidated damage assessed to the contractor for “late trips due to contractor negligence” in August 2017. Yes, some changes and additions were made to liquidated damages in the RFP.
- 69. Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.**
See Question 21 above.
- 70. Please provide the current Schedule of DBE use so that we can consider continuing the use of current DBE vendors.**
There are no DBE vendors in use through the current contract.
- 71. Please provide detailed information for each Fixed Route to help with blocking and scheduling. Please include deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.**
See responses to Questions 1, 5, and 23 above.
- 72. Invoices - Please clarify the City's payment terms for monthly Invoices submitted by the Contractor. How timely will they be paid? Most contracts include payment within thirty (30) days of receipt of Invoice.**
Yes, invoices will be paid within 30 days.
- 73. The RFP page 16 provides for a minimum thirty (30) day cure period. Please modify the Agreement period to include a minimum thirty (30) day cure notice period.**
The City will take the comment under advisement but will not be changing the referenced contract language at this time.

- 74. Request the contract assignment language be modified to be similar to the following - 'This Agreement shall not be assigned by the parties hereto, without the written consent of City, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.'**

Paragraph 15 of Attachment 8 addresses assignment of the contract. The City will not be changing the referenced contract language at this time.

- 75. Pg. 5(Agreement Att. 8) Section 23 - Request removal of volunteers from the Indemnity language since the Contractor has no control of them.**

The City will take the comment under advisement but will not be changing the referenced contract language at this time.

- 76. Request the Insurance section include the following language: 'Insurance coverage provided in this section shall be limited to those claims arising under the scope of the Transportation Agreement between the City and the Contractor.'**

The City will take the comment under advisement but will not be changing the referenced contract language at this time.

- 77. Suggest including a Force Majeure clause in the Agreement - Suggested language 'In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, Contractor shall excuse Contractor from performance under this Agreement.'**

This comment is addressed by paragraph 10B on page 59. The City will not be changing the referenced contract language at this time.

- 78. Does the City have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?**

See *Attachment A of this Addendum.*

79. Please provide the total odometer miles by vehicle the fleet operated over the most recent 12 months.

Paratransit	
Vehicle	Miles at 7/1/17
12	113,887
14	78,611
15	88,211
16	73,260
11	51,160
13	54,975
17	52,909
Fixed Route	
Vehicle	Miles at 7/1/17
33	285,582
34	262,320
35	275,710
36	253,543
37	195,580
38	205,523
39	187,281
40	194,185
31	25,000
32	23,855
44	18,965
41	588,715
42	592,452
43	618,587

80. Please provide copies of the last three months of management reports from the Contractor.

See Question 19 above.

81. Please provide copies of the last three months of invoices from the Contractor.

See Question 19 above.

82. At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation? For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events

cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

In the event of a regulatory change that may significantly affect the ability of the contractor to continue to provide service at the contractual rate, the City may work with the contractor to adjust rates to address the issue. The City would conduct a cost evaluation to ensure that any rate increases do not invalidate the price evaluation contained in the RFP selection process.

83. Page 26 of the RFP indicates that the incumbent contractor features 2 full-time and 2 part-time dispatchers; however, the current staffing levels are 3 full-time dispatchers and 1 part-time dispatcher.

This is correct. See *Attachment E of this Addendum*: Revised LC 1070.

All other items of the RFP shall remain unchanged. A signed Acknowledgement of Addendum No. 1 and Addendum No. 2 must be included with the bid proposal (see Attachment 10, Proposal Form 1.4 of the RFP).