

October 20, 2015

**REQUEST FOR PROPOSAL (RFP) FOR
FREIGHT MODEL PROGRAM DESIGN
DATED SEPTEMBER 22, 2015**

QUESTION & ANSWER DOCUMENT

Responses to Proposers' Questions from Proposers' Conference
and Requests for Modifications/Exceptions

Q1:	Should the Cost Proposal be bound and packaged separately?
A1:	No. Please see RFP, VII. Form of Proposal, G. Cost Proposal.
Q2:	Is there a page limit for the proposal?
A2:	There is no page limit for the SOQs, but brevity is encouraged.
Q3:	Is there a required DBE percentage (%) utilization for this contract?
A3:	No.
Q4:	Will the selected Consultant be permitted to add additional firms to its team for activities related to Task 6 on an as-needed basis? Does MTC have a preference for whether teams should include all capabilities related to potential activities under Task 6 at this time?
A4:	At this time, proposers should form teams for Tasks 1 – 5. The MTC Project Manager will work with the selected Consultant for activities related to Task 6, if needed.
Q5:	Is there a minimum number of required references?
A5:	Proposers should provide at least three references.
Q6:	The Cost Proposal requests that Proposers provide fully loaded rates for all personnel who might perform work for Task 6. Since this work would occur over two different years, how would MTC prefer that proposers account for escalation in rates, etc.? Are Proposers permitted to present a weighted average fully loaded rate for personnel that would be in effect for both years? Or should the base year (2016) rates be included with a note about escalation? Also, will proposers be permitted to add additional staff?
A6:	Proposers should provide a weighted average fully loaded hourly rate for the entire term of the contract. Additional staff may added by written approval of the MTC Project Manager.
Q7:	The RFP requests that proposers “[p]rovide a succinct description (one page maximum) of any previous projects similar to the Scope of Work attached as <i>Appendix A</i> , indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project.” Does the <u>one-page</u> maximum apply to <i>each</i> project, or should <u>all</u> projects provided comprise no more than one page?

A7:	One page maximum for each project.
Q8:	Appendix B, <u>Cost and Price Analysis Form</u> , requests the following on the section page (question 15): Government Audit Performed. What is the definition of “government audit” in this context? Annually, our firm has an independent auditor conduct an audit that results in a new overhead rate. Is such an audit sufficient in this context? If it is not sufficient, what information should be included in part D of question 15?
A8:	Line 15 A, B, and C of Appendix B, <u>Cost and Price Analysis Form</u> refers to Government Audits only. If no Government rates have been established as a result of a Government Audit, then proposers should complete Line 15 D in lieu of Line 15 A, B, and C.
Q9:	Are subcontractors also required to provide the following: Appendix B (Cost), California Levine Act Statement, Insurance provisions acknowledgement letter, W-9 Form.
A9:	No.
Q10:	The RFP makes references to both commercial vehicles and freight. Is the scope of the modeling program MTC envisions include commercial vehicles that do and do not carry freight?
A10:	Yes. The terms “commercial vehicle” and “freight” are used interchangeably in the RFP. The modeling program MTC envisions would capture all travel made in commercial vehicles, including those not carrying goods (e.g., plumbers).
Q11:	Task 4 calls on the consultant to prepare freight model program options. Does this imply that different resource levels can result in different programs?
A11:	Yes. MTC wishes to know what is possible with different resource levels.
Q12:	Does the existing MTC freight model have a land use component?
A12:	No. The existing model takes the land development pattern as an input.
Q13:	What should proposers submit for Task 6?
A13:	Tasks 1 through 5 are deliverables based. If work is assigned under Task 6, that work may be assigned on a deliverables or time-and-materials basis. As such, MTC is requesting proposers to submit fully loaded hourly rates for their personnel.
Q14:	Appendix D, Section 6 states that, in the event MTC terminates for convenience. “CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed ___%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a

	reasonable profit not to exceed __%, plus reasonable termination costs, not to exceed the amount payable for such deliverables.” Can MTC clarify the reason for limiting profit to a specific percentage other than Consultant’s full profit in this situation? Will MTC consider reimbursing the Consultant for Consultant's full profit % assuming MTC has not terminated the contract due to the fault of Consultant?
A14:	MTC will pay a reasonable profit for cost incurred for incomplete deliverables up to the time of termination plus reasonable termination costs, if applicable.
Q15:	Appendix D, Section 4 states in part, “Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the MTC Project Manager or a designee.” Given the on-call nature of this contract, we do not know whether future task orders will be issued on a fixed price, T&M, or cost plus fixed fee basis. It may be beneficial to MTC and the Consultant to allow Consultant the flexibility to shift hours among personnel in amounts greater than 10% without having to first seek MTC written approval, particularly on fixed price task orders or task orders with less defined scopes of work. Would MTC consider removing the requirement for MTC written approval in the event of a decrease in an individual’s hours of more than 10%? Alternatively, will MTC consider modifying the language to limit the application of the clause only to key personnel, and/or to increase the percentage that would trigger the MTC approval requirement?
A15:	No.