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Deputy Executive Director, Operations

December 8, 2015

**Addendum No. 1
to
Request For Proposal
For Travel Demand Model Development
dated November 10, 2015**

Dear Bidder:

This letter is Addendum No. 1 to the Request For Proposals (RFP) for Travel Demand Model Development dated November 10, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1.	RFP Appendix D, <u>MTC Standard Consultant Contract</u> , Article 20, Claims or Disputes, fourth paragraph (page 31)	If there is a dispute over any claim, CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, <i>and MTC shall continue payment for undisputed work</i> , and shall be governed by all applicable provisions of the Agreement. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.
2.	RFP Appendix D, <u>MTC Standard Consultant Contract</u> , Article 24.D, Dispute Resolution, Pending Resolution (page 34)	CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement; <i>likewise, MTC shall continue to make payment as to undisputed items.</i>

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

A Questions and Answers document is attached to this Addendum.

Any questions concerning this Addendum to the RFP should be directed to David Ory, Project Manager, at (510) 817-5755 or dory@mtc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Heminger". The signature is written in a cursive style with a large, stylized "S" and "H".

Steve Heminger
Executive Director

SH: mb

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**REQUEST FOR PROPOSAL (RFP)
FOR TRAVEL DEMAND MODEL DEVELOPMENT
DATED NOVEMBER 10, 2015**

**QUESTIONS RECEIVED FROM PROPOSERS' CONFERENCE
HELD ON NOVEMBER 23, 2015 AND OTHER QUESTIONS SUBMITTED**

Q1: How will MTC decide what issues will be addressed in each round of calibration?

A1: It will be a judgment call, made in collaboration between MTC and the Consultant. The general idea is that we want to avoid getting bogged down on a specific problem early in the process as that problem may not be particularly important relative to problems we may discover down the line. So, we will try to avoid spending a substantial time on minor issues that will not have a significant downstream impact in the first round of calibration. At the end of each calibration round, we will generate a memorandum discussing what was skipped over to guide subsequent calibration efforts.

Q2: Do the calibration standards change between each round of calibration?

A2: No, we do not have any fixed calibration standards.

Q3: What role will MTC staff play in the work?

A3: MTC staff will manage the project, providing guidance on calibration procedures and priorities, and reviewing work products.

Q4: Has the calibration and validation data been assembled?

A4: Yes, though some data has come on line since the assembling was done. As part of this work, the consultant may be asked to assemble calibration and validation summaries that utilize recently-available data products.

Q5: Will MTC staff start using Travel Model Two before this project is over?

A5: No. Travel Model One will be our production model until Travel Model Two reveals itself to be a superior planning tool.

Q6: Is Travel Model One a trip-based model?

A6: No. Travel Model One is an activity-based model.

Q9: Will a bid bond be required?

A9: No, refer to RFP Section VI, Submittal of Proposal and Section VII, Form of Proposal for requirements.

Q10: RFP Appendix D, MTC Standard Consultant Contract, Article 1, Scope of Services (paragraph 4) reads:

In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with *special* expertise in providing such services, and CONSULTANT represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. (Emphasis added)

Please delete “special” and replace with “similar”.

A10: Request denied.

Q11: RFP Appendix D, MTC Standard Consultant Contract, Article 6.A, Termination for Convenience reads in part:

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 1%**, plus reasonable termination costs, not to exceed the amount payable for such deliverables. (Emphasis added)

Please delete the language in bold font.

A11: Request denied.

Q12: Please insert the following underscored and bolded language into RFP Appendix D, MTC Standard Consultant Contract, Article 6.B, Termination for Default, third to last sentence:

Such reimbursement will be offset by any **excess** costs incurred by MTC to complete work required under the Agreement.

A12: Request denied.

Q13: Please insert the following underscored and bolded language into RFP Appendix D, MTC Standard Consultant Contract, Articles 9.A & 9.B, Indemnification:

A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, **to the extent** caused by any breach of the Agreement or negligent act or omission or willful misconduct of CONSULTANT or its officers, employees, subconsultants or agents or any of them, arising from, under or in connection with this Agreement; or

B. Any allegation that materials or services provided by CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

CONSULTANT further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred, **but only to the extent of the claims covered by the indemnity**. If any judgment is rendered against any of the MTC Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same **to the extent of CONSULTANT'S fault**.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

A13: Request denied.

Q14: Please add the following language into RFP Appendix D, MTC Standard Consultant Contract, Article 11, Ownership of Work Products:

“Parsons Brinckerhoff, Inc. is hereby granted by MTC a worldwide, royalty-free, perpetual license to use for commercial or non-commercial purposes, including but not limited to the right to sublicense, reproduce, modify, distribute, incorporate into collective or derivative works and display publicly, all reports, deliverables, estimates, maps, computations and computer databases, programs and procedures, first prepared for MTC under this Contract.”

A14: Request denied.

Q15: Please add the following underscored and bolded language into RFP Appendix D, MTC Standard Consultant Contract, Article 20, Claims or Disputes, fourth paragraph:

If there is a dispute over any claim, CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, **and MTC shall continue payment for undisputed work**, and shall be governed by all applicable provisions of the Agreement. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

A15: Request approved, see Addendum No. 1 Item #1.

Q16: RFP Appendix D, MTC Standard Consultant Contract, Article 23.A - Warranty of Services reads in part:

A. In the performance of its services, CONSULTANT represents **and warrants** that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with **special** expertise in providing such services, ... (Emphasis added)

Please delete **“Warranty of”** from the Article title and delete **“and warrants”** from the first sentence. Replace **“special”** with **“similar”**.

A16: Request denied.

Q17: Please add the following underscored and bolded language into RFP Appendix D, MTC Standard Consultant Contract, Article 24.D, Dispute Resolution, Pending Resolution:

CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement; **likewise, MTC shall continue to make payment as to undisputed items**.

A17: Request approved, see Addendum No. 1, Item #2.