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March 25, 2016

**Addendum No. 1  
to REQUEST FOR QUALIFICATIONS  
REQUEST FOR QUALIFICATIONS (RFQ)  
ON-CALL TRANSPORTATION ENGINEERING AND PLANNING SERVICES  
dated February 24, 2016**

Dear Consultant:

This letter is Addendum No. 1 to the Request for Qualifications for On-Call Transportation Engineering and Planning Services dated February 24, 2016 ("RFQ"). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1.	RFQ, Letter of Invitation, Page 1, Closing date for receipt of SOQs	Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their SOQ by <b>4:00 p.m. on Wednesday, <del>March 30, 2016</del> April 6, 2016</b> , in accordance with the instructions contained in the RFQ. Other key RFQ dates are listed in Section V, <u>Consultant Selection Timetable</u> of the RFQ.
2.	RFQ, I. MTC and Project Description, B, Project Description, 4 <sup>th</sup> paragraph, Page 2	The purpose of this RFQ is to select a bench of consultants to provide technical expertise to plan for and implement these operational projects. In establishing a bench under this RFQ, MTC is seeking to qualify individual firms, rather than a consultant team comprising of a prime consultant and subconsultant(s), under the various Service Categories. <i>When MTC has a task order assignment, the prequalified individual firms under its approved Service Category may either form a team with other prequalified firms within the same Service Category or across relevant Service Categories in preparing a response to MTC. In addition, Consultants may add additional specialty subconsultant(s) other than those firms already prequalified under the bench, as needed later, for specific task order assignments. These may include, but are not limited to, data collection, planning level design, and cost estimates.</i>

3.	RFQ, VI. Consultant Selection Timetable, Page 5	1:30 p.m., on Monday, March 7, 2016	Proposers Conference, at 101 8th Street, Oakland, CA 94607, Fishbowl Conference Room
		4:00 p.m., on Friday, March 11, 2016	Closing date/time for receipt of requests for modifications/exceptions
		No later than three (3) business days prior to the date SOQs are due.	Deadline for protesting RFQ provisions
		<b>4:00 p.m., Wednesday, <del>March 30, 2016</del> April 6, 2016</b>	<b>Closing date/time for receipt of SOQs</b>
		Week of April 18, 2016*	Interviews (if held)
		May 13, 2016*	MTC Operations Committee Approval
*Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFQ.			
4.	RFQ, VII. Submittal of SOQ, Item #1, Page 6	1. Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their SOQ by <b>4:00 p.m. on Wednesday, <del>March 30, 2016</del> April 6, 2016</b> . <b>Submission of an electronic copy of the SOQ without hard copies will not satisfy the submission requirement and, therefore, not be considered. No SOQs submitted solely by email and no faxed SOQs will be considered.</b>	
5.	RFQ, VIII. Form of SOQ, C. Firm Qualifications and Experience, Page 8	A detailed statement describing the Consultant's qualifications and experience relevant to the Service Categories for which the Consultant intends to qualify for. Refer to Section II for Service Categories and Section III for MQs. (Not to exceed 1 page per Service Category.) Consultant's organizational structure identifying Principal-In-Charge (PIC) (if applicable), Project Manager (PM) and Lead Staff(s) for each Service Category. (Not to exceed 1 page <i>per Service Category</i> . <i>A combined organizational structure can be submitted for multiple Service Categories</i> )	

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

Questions and Answers regarding this RFQ are enclosed with this Addendum. Any questions concerning this addendum to the RFQ should be directed to Kevin Chen, Project Manager at (510) 817-5938 or by email to kchen@mtc.ca.gov.

Sincerely,

DocuSigned by:  
  
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**Andrew B. Fremier**  
Deputy Executive Director, Operations

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**REQUEST FOR QUALIFICATIONS (RFQ)  
ON-CALL TRANSPORTATION ENGINEERING AND PLANNING SERVICES  
dated February 24, 2016**

**Responses to Proposer's Questions from Proposers' Conference  
and Questions Received via Email**

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#	RFQ Section /Relevant Provision	Question and/or Requested Modifications /Exceptions	MTC Response
1.	RFQ, B. Project Description, Page 2	When can Disadvantaged Business Enterprise (DBE) firms be added?	MTC will establish Disadvantaged Business Enterprise (DBE) goals for each task order issued under any contract that includes federal funds. If there is a DBE goal on the task order, the Consultant may at that time add sub consultant(s) to meet the DBE goal established for the specific task order.
2.	RFQ, VI. Form of SOQ, Page 8	Is MTC requiring a different project manager for each Service Category?	No, the same project manager could be proposed for one or more Service Categories.
3.	RFQ, I.B. Project Description, Page 3	Can Proposers form teams within the same Service Category?	See Addendum #1, Item #2.
4.	RFQ, IX. F. Assigning Work, pages 12-13	Will the mini-procurements be competitive for those firms prequalified under the bench?	See RFQ, IX. SOQ Evaluation, F. Assigning Work.

5.	RFQ, I.B. Project Description, Page 2	Does MTC intend to prequalify multiple firms for each Service Category?	Yes.
6.	RFQ, I.B. Project Description, Page 2	Will firms be precluded from responding as a subcontractor if firm is prequalified as a prime under a Service Category?	See Addendum #1, Item #2.
7.	RFQ, IX. SOQ Evaluation, D. Proposer Interviews, Page 12	If interviews are held, will firms be expected to participate in separate interview sessions if responding to more than one Service Category?	Yes.
8.	RFQ, VIII. E, Similar Projects and F. References, Page 8	In the RFQ, Proposers are asked to submit references under Sections E, Similar Projects and F. References. How are these two sections different?	Proposers can provide the same set of references if they wish to do so. References submitted in response to VIII. Sections E, <u>Similar Projects</u> and F. <u>References</u> will be at the discretion of the Proposer. References may be the same or different.
9.	RFQ, III. Minimum Qualifications, Other Qualifications, Page 4	Please clarify what is meant by key staff and lead staff?	Lead staff typically leads specific tasks. Key staff typically provide technical support on tasks.
10.	RFQ, VIII.G. Work Sample, Page 9	In regards to RFQ, VIII.G, <u>Work Samples</u> , how many work samples are required?	Proposers should use their discretion to submit their best work samples for the Service Category for which they wish to be considered for.
11.	RFQ, III. Minimum Qualifications, Page 4	Several categories require subject-matter expertise and technical qualifications that are beyond and/or outside of the traditional disciplines of civil/traffic engineering (i.e., outreach, planning, data analysis, advanced technology, and performance metrics, etc.).	Refer to RFQ, III. Minimum Qualifications: The Project Manager(s) must be either a professional planner, economist, or analyst as evidenced by educational background and relevant job experiences or licensed engineer (Civil or Traffic) and have at least five (5) years of overall project management experience performing work similar to

		Please clarify the intent for having the minimum qualifications for each category to have a licensed engineer as Project Manager(s).	that described in <i>Appendix A, Preliminary Scope of Work</i> , in the Service Category for which the Proposer is submitting qualifications.
12.	RFQ, VIII.D. Staff Qualifications and Experience, Page 8	Seeing that there are 4 pages per service category for resumes, should we cross reference resumes for which staff are in different service categories or provide the same technical staff resumes in different service categories, but tailored to that category?	Proposers should use their discretion to cross reference resumes for same staff in different service categories, and/or tailor their resumes in that category.
13.	RFQ, II. Areas of Consultant Experience, Page 2	Will MTC disqualify or penalize a proposer in the selection process if we submit only for the General Planning Service Category?	No.
14.	RFQ, III. Minimum Qualifications, Page 4	Under minimum qualifications it states “The Proposer must demonstrate successful completion of at least two (2) projects within the past five (5) years similar to the services described in Appendix A, Preliminary Scope of Work, in the Service Category for which the Proposer is submitting qualifications. Projects may overlap between Service Categories.” Can the firm’s proposed staff meet this requirement or does it have to be the proposed firm?	Yes, the firm’s proposed staff can meet this requirement.
15.	RFQ, VIII.G. Work Sample, Page 9	Should the work sample PDF, assuming it’s more than 50 pages long, be sent to an email address, or just included on a flash drive or CD.	Include on either a flash drive, or CD.
16.	RFQ, VIII. E, Similar Projects and F. References, Page 8	Within the ‘similar project’ section it specifies to provide client contact info to be used as a reference. If we have at least three clients listed in this section, is it necessary to provide three references in the ‘references’ section in addition to those?	See response to question #8.

17.	RFQ, VIII.G. Work Sample, Page 9	With the work sample, it says “where key members of the team have not worked together on the same project, separate reports or final work projects shall be submitted.” Does this mean there is a requirement for as many work samples to be provided as necessary in order that each member of the team worked on at least one of them?	See response to question #10.
18.	Appendix D, MTC Standard Consultant Contract, Article 9, Indemnification, 2 <sup>nd</sup> paragraph, Page 6	<p>We request the paragraph be amended to:</p> <p style="text-align: center;">CONSULTANT further agrees to <del>immediately defend</del> <i>indemnify</i> the MTC Indemnified Parties with respect to any Claims and Losses if such Claims and Losses <del>are alleged to arise out of, pertain to, or relate to any allegations of</del> <i>to the extent caused by</i> CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. As part of this <del>defense</del> <i>indemnify</i> obligation, CONSULTANT agrees to <del>either</del> retain counsel to <del>defend</del> <i>indemnify</i> the MTC Indemnified Parties <del>or pay charges of the MTC Indemnified Parties’ attorneys with regard to the Claims and Losses.</del></p>	Requested change is not acceptable.
19.	Appendix D, MTC Standard Consultant Contract, Article 11, Ownership of Work Products, 1 <sup>st</sup> paragraph, Page 7	<p>We request the following be inserted after the 1<sup>st</sup> sentence:</p> <p style="text-align: center;"><i>Provided, however, that none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the Owner, or others on any extension of the project or on any other project. Any reuse without written</i></p>	Requested change is not acceptable.

		<i>verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant.</i>	
20.	Appendix D, MTC Standard Consultant Contract, Article 11, Ownership of Work Products, 3 <sup>rd</sup> paragraph, Page 8	<p>Because warranties are not covered by professional liability insurance in the context of professional services, we request the paragraph be amended to:</p> <p>CONSULTANT represents <del>and warrants</del> that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.</p>	Requested change is not acceptable.
21.	Appendix D, MTC Standard Consultant Contract, Article 12, Subcontracts, Subarticle B, Page 9	<p>We request the paragraph be amended to:</p> <p>Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to MTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by</p>	Requested change is not acceptable.

		<p>CONSULTANT. <del>CONSULTANT's obligation to pay its subconsultants is an independent obligation from MTC's obligation to make payments to CONSULTANT.</del></p>	
22.	Appendix D, MTC Standard Consultant Contract, Article 23, Warranty of Services, Page 14	<p>We request the section title be amended to "<i>Standard of Care</i>"</p>	Requested change is not acceptable.
23.	Appendix D, MTC Standard Consultant Contract, Article 23, Warranty of Services, Subarticle A, Page 14	<p>Because warranties are not covered by professional liability insurance in the context of professional services, we request the paragraph be amended to:</p> <p style="padding-left: 40px;">In the performance of its services, CONSULTANT represents <del>and warrants</del> that it has and will exercise the degree of professional care, skill, efficiency, and judgment <del>of consultants with special expertise</del> <i>ordinarily used by design professionals practicing at the same time and in the same location under similar circumstances</i> in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. <del>In addition, CONSULTANT shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.]</del></p>	Requested change is not acceptable.

24.	Appendix D, MTC Standard Consultant Contract, Article 23, Warranty of Services, Subarticle B, Page 14	<p>We request the paragraph be amended to:</p> <p style="text-align: center;">In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or a subconsultant's failure to perform said services in accordance with the <del>warranty standards</del> <i>standard of care</i> set forth above, MTC shall report such deficiencies in writing to CONSULTANT within a reasonable time. MTC thereafter shall have:</p>	Requested change is not acceptable.
25.	Appendix D, MTC Standard Consultant Contract, Article 6, Termination, Page 4	<p>“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.”</p> <p>Will MTC consider reimbursing the Consultant for Consultant's full profit % assuming MTC has terminated the contract for convenience and not due to the fault of Consultant?</p>	No.
26.	Appendix D, <u>MTC Standard Consultant Contract</u> , Attachment E, <u>Insurance Requirements and Financial Security Provisions</u> , Page 29 and Appendix D-1, <u>Insurance</u>	The description requires E&O coverage by the Consultant for the total project including work of subcontractors. The prime consultant has contractual responsibility for the total contract scope of work. However, the standard E&O policy is specific to the firm performing professional services. The prime consultant would provide the required contract limits of E&O coverage and we would require similar E&O coverage from our	<p>Consultants can generally satisfy the E&amp;O Professional Liability requirement in the following ways:</p> <ol style="list-style-type: none"> <li>1. Consultant can purchase professional liability insurance and include the subcontractors as part of its insurance policy. This does not necessarily have to be procured as a “project-specific” type of policy, but Consultant can add such subcontractors to its insurance policy.</li> <li>2. Consultant can obtain a project-specific type policy, specifically</li> </ol>

	<u>Requirements, Errors &amp; Omissions (E&amp;O) Professional Liability Insurance, Page 25</u>	subcontractors covering their performance of professional services. We don't believe it is MTC's intent to require a 'project-specific' E&O policy covering the whole team on one policy as this would require payment of a separate premium and is not warranted by the likely scope and budget of individual contracts.	for this project. As noted, there would be a separate premium for this, and Consultants may be dealing with minimum premiums that exceed the amount budgeted for the contract.  3. Consultant can require and ensure their subcontractors carry the insurance. Consultant is ultimately responsible for work performed by any party fulfilling this contract.
27.	<u>Appendix D, MTC Standard Consultant Contract, Attachment E, Insurance Requirements and Financial Security Provisions, Pages 24-26 and Appendix D-1, Insurance Requirements, Pages 28-31</u>	In the case of a proposer who is a sole proprietor with no employees, would MTC consider modifying the insurance requirements to include only automobile insurance and umbrella liability insurance?	No. Workers' Compensation & Employer's Liability may be waived, if and only for as long as Consultant is a sole proprietor or a corporation with stock 100% owned by officers with no employees. Commercial General Liability, Business Automobile Insurance, Errors and Omissions Professional Liability Insurance, Umbrella Insurance, and Property Insurance is required of the sole proprietor.
28.	RFQ, Appendix D, MTC Standard Consultant Contract, Article 23. Warranty of Services	Requested change in bold text:  23. <b>WARRANTY OF SERVICES</b> 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, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, CONSULTANT shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.	Requested change is not acceptable.

	<p>B. In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or a subconsultant's failure to perform said services in accordance with the warranty standards set forth above, MTC shall report such deficiencies in writing to CONSULTANT within a reasonable time. MTC thereafter shall have:</p> <ol style="list-style-type: none"><li>1. The right to have CONSULTANT re-perform such services at CONSULTANT's expense; or</li><li>2. The right to have such services done by others and the costs thereof charged to and collected from CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to MTC that it has undertaken said re- performance; or</li><li>3. The right to terminate the Agreement for default.</li></ol> <p>CONSULTANT shall be responsible for all errors and omissions <b>for breach of the warranty standards set forth above</b> and is expected to pay for all deficient work as a result of errors and omissions. <b>However, in no event shall such excess amounts exceed 125% of the Compensation paid to CONSULTANT under the applicable Task Order.</b></p> <p>C. <b>Notwithstanding anything herein to the contrary, the CONSULTANT shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by MTC or any other project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights.</b></p> <p>D. <b>Except as otherwise stated herein, the total aggregate liability of CONSULTANT and its subconsultants to MTC for all judgments, losses, damages, and expenses resulting in any way from</b></p>	
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		<p><b>the performance of the Services shall not exceed the total compensation actually received by CONSULTANT under this Agreement.</b></p>	
<p>29.</p>	<p>RFQ, VIII. D. Staff Qualifications and Experience, Page 8</p>	<p>1. Do proposers need to follow the SOQ outline provided (Firm Quals with org chart, Staff Quals, then Similar Projects) or can present in a different order (e.g. Firm Quals including similar projects, then Staff Quals including org chart)?</p> <p>2. Under Staff Qualifications, does the 4 page limit per service category include resumes?</p>	<p>1. MTC strongly encourages Proposers to follow the SOQ outline provided in the RFQ as it will assist MTC with evaluating the written SOQs.</p> <p>2. Yes, the page limit per Service Category includes resumes.</p>
<p>30.</p>	<p>RFQ, VIII. D. Staff Qualifications and Experience, Page 8</p>	<p>“Provide a brief summary of proposed staff for each Service Category that the Consultant intends to qualify for. Refer to Section II for Service Categories and Section III for MQs. Provide staff resumes that highlight relevant experience of the staff expected to work on projects within the Service Category. Resumes should be included in the following order: PIC (if applicable), PM, Lead Staff and Technical Support Staff. (Not to exceed a total of 4 pages per Service Category.)”</p> <p>Are more detailed resumes for the PIC, PM, Lead Staff and Technical Support staff allowable as an attachment to the proposal, or are those 3+ resumes expected to be contained within the 4 page maximum, along with a “brief summary” of staff for the Service Category? Since the experience and qualifications of the staff account for 40% of the evaluation score and depth of staff counts for 25%, this is a key section to present appropriately.</p>	<p>No, resumes are not allowed in an attachment or appendix to the SOQ submittal. This section should not exceed a total of 4 pages per Service Category.</p>