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Adrienne J. Tissier, Chair
San Mateo County

April 6, 2016

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Addendum No. 1

Tom Azumbrado
U.S. Department of Housing
and Urban Development

to

Tom Bates
Cities of Alameda County

**REQUEST FOR QUALIFICATIONS
ELECTRONIC PAYMENT SECTION CONSULTANT ASSISTANCE 2016 - 2019**

dated March 16, 2016

David Campos
City and County of San Francisco

Dear Consultant:

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

This letter is Addendum No. 1 to the Request for Qualifications for Electronic Payments Section Consultant Assistance, dated March 16, 2016 (“RFQ”). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
San Jose Mayor's Appointee

Mark Luce
Association of Bay Area Governments

Jake Mackenzie
Sonoma County and Cities

Joe Pirzynski
Cities of Santa Clara County

Jean Quan
Oakland Mayor's Appointee

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Vacant
Cities of San Mateo County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1	RFQ, Section II, <u>MINIMUM QUALIFICATIONS</u> , Minimum Qualifications - All Service Categories, Item 2, Page 5	Lead Staff must have successfully completed at least one (1) project performing work substantially similar to each applicable Service Category [or portion thereof, as specified on page 20 hereto], as described in <i>Appendix A</i> , Preliminary Scope of Work, with a contract value in excess of \$50,000 within the past five <i>-ten (10)</i> years.
2	RFQ Section VII, FORM OF SOQ, Item D, third sentence, Page 9	The overview is limited to three (3) pages. The overview is limited to six (6) pages (three (3) pages plus an additional half page per Service Category).
3	RFQ Section VII, <u>FORM OF SOQ</u> , Item E, No 2, fifth sentence, Page 9	Finally, the Proposer may optionally include specific MTC roles that the Proposer believes are necessary to support the delivery of quality services.
4	RFQ Section VII, <u>FORM OF SOQ</u> , Item E, No 3, fourth sentence, Page 9	Please limit this section to two (2) pages, <i>plus an optional additional page per service category proposed</i> , plus the tables demonstrating that the Minimum Qualifications have been met by the designated Lead Staff or other team member(s) .
5	RFQ, Section VII, <u>FORM OF SOQ</u> , Footnote, Page 11	Revised in part: in addition to the minimum insurance requirements in Appendix C-1 D-1 .

6	RFQ, Appendix A, <u>Preliminary Scope of Work</u> , Service Category A, <u>Program Management</u> , seventh bullet, Page 20	Revised in part: <ul style="list-style-type: none"> • Engineer's estimates, <i>including projects for which Public Works are included;</i>
7	RFQ, Appendix A, <u>Preliminary Scope of Work</u> , Service Category E, <u>Communications and Customer Information Services</u> , Page 22	<u>E. Communications and Customer Information Services²</u> ² <i>Consultants awarded work in this Service Category that includes handling of cash or cash-equivalent shall be required to carry Employee Dishonesty/Crime Insurance as described in Appendix D, <u>Form of Contract</u>, Attachment E.</i>
8	RFQ, Appendix D, <u>Form of Contract</u> , Article 11; first paragraph, pages 33-34	...CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property. <i>CONSULTANT shall have the right to retain copies of its work for use in future projects for MTC.</i>
9	RFQ, Appendix D, <u>Form of Contract</u> , Attachment E, <u>Insurance and Financial Security (Bond) Provisions, Item 7, Employee Dishonesty/Crime Insurance</u> , first paragraph, page 55	... the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC. <i>[This coverage will only be required where relevant to the scope of work.]</i>
10	RFQ, Appendix D-1, <u>Insurance Requirements</u> , Page 88	Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONSULTANT's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty—\$250,000; and (b) Client Property Blanket Bond—\$250,000. CONSULTANT shall reimburse MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.

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.

Requests for clarification and exceptions and answers regarding the RFQ are enclosed with this Addendum as Question and Answer Document No. 2.

Any questions concerning this addendum to the RFQ should be directed to Stephen Abbanat, Project Manager, at Clipperprocurements@mtc.ca.gov.

Sincerely,



Andrew B. Fremier
Deputy Executive Director

SH:MG

Attachment

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ADDENDUM NO. 1, DATED APRIL 6, 2016
QUESTION AND ANSWER DOCUMENT NO. 2
REQUESTS FOR CLARIFICATION, MODIFICATION, AND EXCEPTIONS
ELECTRONIC PAYMENS SECTION CONSULTANT ASSISTANCE RFQ 2016 - 2019

	RFQ REFERENCE	QUESTION/EXCEPTION REQUEST	RESPONSE
	Section II		
1	RFQ, Section II, MINIMUM QUALIFICATIONS, Minimum Qualifications - All Service Categories, Item No. 1, Page 5	Does the term "Lead Staff member" refer to a single person who meets the Minimum Qualifications in all Service Categories or does it refer to a "Lead" for each Service Category that the respondent is submitting for consideration?	<i>It is not required that a single staff member demonstrate experience with all Service Categories or with all types of services within a category.</i>
2	RFQ, Section II, MINIMUM QUALIFICATIONS, Minimum Qualifications - All Service Categories, Item No. 2, Page 5	Is it the intent of the RFQ to require a proposer to have completed a single contract of greater than \$50,000 exclusive to a single Service Category, or may a single contract that includes tasks other than a specific Service Category qualify?	<i>The project that qualifies must include tasks similar to one or more of the listed Service Categories, as described in Section II.</i>
3	RFQ, Section II, MINIMUM QUALIFICATIONS, Minimum Qualifications - All Service Categories, Item No. 2, Page 5	Can a single \$50,000 project qualify under multiple Service Categories?	<i>Yes.</i>
4	RFQ, Section II, MINIMUM QUALIFICATIONS, Minimum Qualifications - All Service Categories, Item No. 2, Page 5	Can multiple smaller contracts completed within the last five (5) years that collectively sum to greater than \$50,000 be considered as qualified?	<i>No.</i>
5	RFQ, Section II, MINIMUM QUALIFICATIONS, Minimum Qualifications - All Service Categories, Item No. 2, Page 5	Regarding "Minimum Qualifications - All Service Categories", Item #2, Page 5 of the RFQ – would MTC consider extending the "...within the past five (5) years" limit to 10 years?	<i>See Addendum No. 1, Item No. 1.</i>
	Section III		
6	RFQ, Section III, SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET, A. Scope of Work, Page 5	Is it MTC's intention to select more than one Proposer per Service Category?	<i>Multiple Proposers per service category may be qualified, at MTC's discretion.</i>
7	RFQ, Section III, SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET, A. Scope of Work, Page 5	Will MTC consider selecting a firm with specialized skills that covers many, but not all services within a Service Category?	<i>MTC will consider Proposers that elect to offer a sub-set of the services within a service category.</i>
8	RFQ, Section III, SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET, A. Scope of Work, Page 5	Is MTC looking for consultants that can complete task orders that involve multiple service categories, or will MTC define/structure task orders that are limited to a single service category?	<i>Contracts may include provisions for multiple Service Categories or for a single Service Category, at MTC's discretion.</i>
9	RFQ, Section III, SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET, A. Scope of Work, Page 5	If MTC chooses to issue task orders limited to a single service category, will MTC or one of the bench consultants be given the responsibility to integrate results from the single service category task orders to address an issue that might spans multiple service categories?	<i>The structure for task orders will be determined at the time that a task order is issued.</i>
	Section V		

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10	RFQ, Section V, <u>CONSULTANT SELECTION TIMETABLE, Requests for Modification</u>, Page 6	Can you please clarify the difference between the requests for modifications/exceptions and protesting RFQ provisions?	<i>A request for modification/exception will result in consideration for a possible addendum to the RFQ, which would be communicated to all interested parties, if agreed. A protest to the RFQ provisions requires submittal and review by the Proposer and MTC per the process detailed in Section IX, General Conditions, Article C, Selection Disputes.</i>
	Section VI		
11	RFQ Section VI, <u>SUBMITTAL OF SOQ, Item No. 9</u>, Page 7	Please clarify if a firm may be part of more than one proposing team. Also clarify if a subconsultant must be exclusive to one prime, or if they may be a subconsultant to more than one prime.	<i>Only one SOQ will be accepted from any Proposer Team. Firms may submit as a Prime and as subconsultant to more than one prime contractor.</i>
	Section VII		
12	RFQ Section VII, <u>FORM OF SOQ, Item D</u>, Page 9	Is the page limit 3 pages total, or 3 pages per Service Category?	<i>See Addendum No. 1, Item No. 2.</i>
13	RFQ Section VII, <u>FORM OF SOQ, Item E</u>, Page 9	Can you please clarify what the difference is in the information asked for in Section D regarding general approach to client service delivery and the information requested in Item E, Service Delivery Plan?	<i>Section VII, Item D is intended for Proposers to clearly describe their overall value proposition and the services they propose to offer. Section VII, Item E may include more detail about a Proposer's approach to each Service Category, if appropriate.</i>
14	RFQ Section VII, <u>FORM OF SOQ, Item E</u>, Page 9	Service Delivery Plan: Does the 9 page limit apply to each Service Category individually or to all categories combined?	<i>The 9 page limit applies to all categories combined.</i>
15	RFQ Section VII, <u>FORM OF SOQ, Item E</u>, Page 9	On page 9 of the RFQ, under "E. Service Delivery Plan" there are references to "Key Staff" and "Lead Staff". Please define "Lead Staff" vs. "Key Staff".	<i>For the purposes of completing this section, Lead Staff are defined as staff identified to demonstrate the Proposer's ability to meet the MQ for one or more Service Categories. Key personnel are defined as staff who demonstrate specific proposer capabilities, but not necessarily the experience required to meet MQs.</i>
16	RFQ Section VII, <u>FORM OF SOQ, Item E, Item No. 2</u>, Page 9	Section VII, Item E2: "Finally, the Proposer may optionally include specific MTC roles that the Proposer believes are necessary to support the delivery of quality services." Can you please expand on this or provide an example of the information requested.	<i>See Addendum No. 1, Item No. 3.</i>
17	RFQ Section VII, <u>FORM OF SOQ, Item E, Item No 3</u>, Page 9	Is the requirement to complete separate and distinct responses for each Service Category submitted or a consolidated response covering all Service Categories submitted for consideration? Also, are the page requirements applicable to the respondent's overall response per section or per Service Category per section?	<i>See Addendum No. 1, Item No. 4 and Question and Answer #14</i>
18	RFQ Section VII, <u>FORM OF SOQ, Item E</u>, Page 9	Please clarify where proposers can include a section on "Approach to Service Categories" within the stated outline in the RFQ.	<i>MTC did not request an Approach to Service Categories within this RFQ.</i>
19	RFQ Section VII, <u>FORM OF SOQ, Item F, Item No. 2</u>, Page 10	Please confirm that the two page limit applies, in total, to each person and not as separate limits to both a qualifications description and a resume?	<i>The two (2) page limit applies in total to each person. For the purposes of a response, the term "resume or qualifications description" is a single item.</i>
20	RFQ Section VII, <u>FORM OF SOQ, Item F, Item No. 2</u>, Page 10	Is there a specific limit to the number of resumes that a firm may provide?	<i>There is no limit to the number of resumes.</i>
21	RFQ Section VII, <u>FORM OF SOQ, Item F, Item No. 3</u>, Page 10	Does the one-page maximum apply to each project description?	<i>Yes.</i>
22	RFQ Section VII, <u>FORM OF SOQ, Item F, Item No. 3</u>, Pages 10-11	Is there a limit to the specific number of project descriptions a firm should provide?	<i>There is no limit to the number of project descriptions.</i>

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	RFQ REFERENCE	QUESTION/EXCEPTION REQUEST	RESPONSE
23	RFQ Section VII, FORM OF SOQ, Item F, Item No. 3, Page 10	Please clarify whether respondents may include project descriptions that have been completed by Lead Staff at previous employers?	<i>Projects listed in the reference section must have been completed by the Proposer. If Proposer wishes to demonstrate MQs by referencing Projects completed by lead staff at previous employer or position, the relevant project may be included within the Lead Staff member's resume and years of experience summary information.</i>
24	RFQ Section VII, FORM OF SOQ, Item F, Item No. 4, Page 10	Is MTC asking for a separate list of the same contact information that has been provided under Section VII.Item F, No. 3?.	<i>Section VII.F.3 and section VII.F.4 are distinct requirements. MTC asks that Proposers separately list the projects they intend to use as a reference in Section VII.Item F, No. 4.</i>
25	RFQ Section VII, FORM OF SOQ, Item G, Page 11	How will consultant rates be determined for contract extension years 4 and 5?	<i>If a contract extension is requested by MTC, the rates may be negotiated at that time.</i>
26	RFQ Section VII, FORM OF SOQ, Item G, Page 11	The footnote states, "Respondents are responsible for submitting rates commensurate with Service Categories likely to include work requiring additional insurance e.g. Employee Dishonesty/Crime Insurance, in addition to the minimum insurance requirements in Appendix C-1. However, Appendix C-1 includes Employee Dishonesty insurance as a minimum insurance requirement. Does MTC intend that this Employee Dishonesty insurance only apply to some service areas and which ones?"	<i>See Addendum No. 1, Item Nos. 7, 9, and 10.</i>
27	RFQ Section VII, FORM OF SOQ, Item J, Page 12	If we have done business with MTC previously, do we still need to provide a W-9?	<i>Yes.</i>
28	RFQ Section VII, FORM OF SOQ, Item K, Page 12	Does MTC want each proposer to submit verification of SAM registration with the proposal or with task orders at a later time, if needed?	<i>As per Section VII, Form of SOQ, Article K, verification of SAM registration must be included in the SOQ.</i>
29	RFQ Section VII, FORM OF SOQ, Item K, Page 12	Is there a preferred form or format for how MTC would prefer to receive verification of SAM registration?	<i>No.</i>
30	RFQ Section VII, FORM OF SOQ, Item K, Page 12	Please clarify MTC's request in this SOQ regarding DBEs: if a firm does not name DBE partners or subcontractors in its response, what impact does that have on the evaluation?	<i>DBE Participation is not an evaluation criteria for this SOQ. Also, see Question and Answer #44.</i>
31	RFQ Section VII, FORM OF SOQ, Item K, Page 12	For all required forms by MTC, must each subcontractor also complete and sign all required forms?	<i>Required forms must be submitted by the prime contractor.</i>
32	RFQ Section VII, FORM OF SOQ, Item M, Page 12	What does MTC consider financial filings for an S-Corporation?	<i>Financial filings for an S-Corporation are the corporation specific required financial filings.</i>
33	RFQ Section VII, FORM OF SOQ, Item M, Page 12	Must the most recent annual and past quarterly financial filing be submitted with the electronic copy?	<i>See RFQ, Section VII, Form of SOQ, Item M. Financial Responsibility.</i>
34	RFQ Section VII, FORM OF SOQ, Item M, Page 12	Should firms provide both a most recent annual and quarterly financial filing or is either an annual or quarterly filing considered sufficient?	<i>See RFQ, Section VII, Form of SOQ, Item M. Financial Responsibility.</i>
35	RFQ Section VII, FORM OF SOQ, Item M, Page 12	If a 2014 federal tax return, Schedule C is the most recent annual submission, is this an acceptable form of proof of financial responsibility?	<i>If that is the most recent annual submission, yes. See RFQ, Section VII, Form of SOQ, Item M. Financial Responsibility.</i>
36	Section VIII		
37	RFQ Section VIII, SOQ EVALUATION, Item C, Evaluation Panel and Evaluation Criteria, Page 13	Please clarify how cost-effectiveness will be determined.	<i>Cost Effectiveness will be determined based on the entire SOQ, with a focus on the Service Delivery Plan and Cost Proposal.</i>
38	RFQ Section VIII, SOQ EVALUATION, Item C, Evaluation Panel and Evaluation Criteria, Page 13	Please clarify how depth of staff resources will be determined.	<i>Depth of Staff Resources will be determined based on the entire SOQ, with a focus on how the Qualifications and References of the Proposer Team demonstrates the ability to successfully execute the Service Delivery Plan.</i>

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	RFQ REFERENCE	QUESTION/EXCEPTION REQUEST	RESPONSE
	Appendices		
39	RFQ Appendix B, RESOURCE RATE SCHEDULE , Page 24	Is it permissible to mark the Resource Rate Schedule as proprietary?	<i>The Cost Proposal may not be deemed proprietary or confidential See RFQ Section IX, General Conditions, Item D. Public Records.</i>
40	RFQ Appendix D, MTC STANDARD CONSULTANT CONTRACT , Attachment E, Item 1.A.5, Page 53	Cyber risk liability coverage is requested. Which Service Categories are expected to require this coverage? Which specific types of liability coverage are being requested?	<i>Cyber risk liability coverage is required for all service categories. See the RFQ, Page 53: Appendix D, Standard MTC Consultant Contract, Attachment E, Insurance and Financial Security (Bond) Provisions for detailed description of types of coverages requested.</i>
41	RFQ Appendix D, MTC STANDARD CONSULTANT CONTRACT , Attachment E, Item 1.A.7, Page 55	Our understanding is that Employee Dishonesty & Crime coverage is relevant only when handling cash. Will the proposer be required to handle cash as part of any of the requested services?	<i>See Addendum Nos. 7, 9, and 10.</i>
42	RFQ Appendix F, FEDERAL REQUIREMENTS , Page 92	Please confirm there are no DBE requirements to satisfy at this time.	<i>There are no DBE requirements to satisfy at this time, but Proposers should note requirements listed in Appendix D, Standard MTC Consultant Contract, Attachment H, Article Z and Question and Answer #44.</i>
43	RFQ Appendix F, FEDERAL REQUIREMENTS , Pages 97-98	Please confirm that federally required forms Appendix F-1, Certification Regarding Debarment, Suspension and Other Responsibility Matters and Appendix F-2, Certification of Restrictions on Lobbying are required to be submitted by proposers with their SOQs.	<i>See Section VII, Form of SOQ, Article K.</i>
44	RFQ Appendix F, FEDERAL REQUIREMENTS , Pages 99-105	Please confirm that Appendix F-3, Local Agency Consultant DBE Commitment; Appendix F-4, Local Agency Consultant DBE Information; and Appendix F-5, DBE Information - Good Faith Efforts are not required to be included in the SOQs:	<i>See Section VII, Form of SOQ, Article K.</i>
	General Questions		
46	General Question	Does MTC have any other requirements for formats or presentation? For examples, does MTC prefer to have section dividers? Specific types of binding? Are there any forms of binding, section dividers, etc., that MTC would prefer not be used?	<i>MTC has no specific requirements for format or presentation beyond what is contained in the RFQ, Section VII, Form of SOQ.</i>
46	General Question	What is the approximate dollar value of contracts awarded under the EPS bench during the current three-year term?	<i>Approximately \$3,850,000 has been awarded under the current EPS Bench.</i>
	FORM OF CONTRACT	EXCEPTION REQUEST	RESPONSE
47	RFQ, Appendix D, Form of Contract, Article 6 , Page 30	Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by <i>servng a fifteen (15) day advance</i> written notice to CONSULTANT.	<i>Exception not granted.</i>
48	RFQ, Appendix D, Form of Contract, Article 9, Subarticle B , Page 32	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 <i>to the extent determined by a court of competent jurisdiction to have been caused by the negligent performance of CONSULTANT and/or its agents or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of MTC as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same.</i>	<i>Exception not granted.</i>

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49	RFQ, Appendix D, Form of Contract, Article 10 , Page 32	...Any updates, revisions, additions or enhancements to such MTC Data made by CONSULTANT in the context of the Project shall be the property of MTC and subject to the provisions of Article 11. <i>MTC represents that CONSULTANT shall be entitled to rely on the accuracy and completeness of any data, documents or other materials provided by MTC to CONSULTANT.</i>	<i>Exception not granted.</i>
50	RFQ, Appendix D, Form of Contract, Article 11 , Pages 33-34	...CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property. <i>CONSULTANT shall have the right to retain copies of its work for use in future projects for MTC and for other clients.</i>	<i>Exception granted in part; see Addendum No. 1, Item No.8.</i>
51	RFQ, Appendix D, Form of Contract, Article 23, Subarticle A ; Page 40	WARRANTY REPRESENTATION OF SERVICES	<i>Exception not granted.</i>
52	RFQ, Appendix D, Form of Contract, Article 23, Subarticle A ; Page 40	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 <i>representations</i> as may be set forth in specific Task Orders as agreed upon by the parties.]	<i>Exception not granted.</i>
53	RFQ, Appendix D, Form of Contract, Article 23, Subarticle B ; Page 40	<i>If within one(1) year of completion of the Agreement In the event that any of the 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. thirty (30) days of discovery, MTC thereafter shall have...</i>	<i>Exception not granted.</i>
54	RFQ, Appendix D-1, Insurance Requirements , Page 87	Please confirm that Sole Proprietorships and LLCs with no employees may seek a waiver of Worker's Compensation Coverage at the time of entry into contract with MTC.	<i>Confirmed.</i>
55	RFQ, Appendix D-1, Insurance Requirements , Page 87	Can the Employee Dishonesty/Crime Insurance coverage requirement be lowered or removed from the insurance requirements in Appendix D, MTC Standard Consultant Contract, Appendix E Insurance and Financial Security (Bond) Provisions and Appendix D-1, Insurance Requirements, for marketing/advertising services contracts?	<i>See Addendum No.1, Items Nos.7, 9, and 10.</i>
56	RFQ, Appendix D-1, Insurance Requirements , Page 87	My insurance agency has advised me that increasing the Commercial General Liability limit from \$2,000,000 aggregate to \$4,000,000 aggregate and increasing the non-owned and hired auto limit from \$1,000,000 to \$2,000,000 would provide the same coverage as an Umbrella Insurance policy. I would like to request to make this substitution if the overall cost is more advantageous and MTC's coverage needs are met.	<i>Exception not granted.</i>

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57	RFQ, Appendix D-1, Insurance Requirements , Page 87	While some types of Employer's Liability insurance might cover items like a person coming to my office and suing me for accessibility issues (as an example), my office is not public, and I do not conduct meetings or any work involving other people being physically present (and have not for the 10+ years that I have been providing similar services to MTC). If MTC is going to require this, I would like MTC to provide an example of what exactly might be covered under my present and future working conditions that is not already covered under the required Commercial General Liability, Business Automobile Insurance, Umbrella Insurance, Errors and Omissions Professional Liability Insurance and Property Insurance	<i>If Workers' Compensation (& Employers Liability) is waived, then Employers Liability coverage is not required to be listed as an Underlying Coverage under the Umbrella Liability.</i>
58	RFQ, Appendix D-1, Insurance Requirements , Page 87	I would like to request a waiver to the requirement for Employee Dishonesty/Crime Insurance because I am a sole proprietor and do not and will not have employees of any kind; nor do I conduct business involving other people at my home office location.	<i>The Employee Dishonesty/Crime insurance is required for certain service categories and is not impacted by type of organization. Exception not granted. See also Addendum No. 1, Items Nos.7, 9, and 10.</i>
59	RFQ, Appendix D-1, Insurance Requirements , Pages 87-88	<u>Errors and Omissions Professional Liability Insurance for the negligent acts, errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim and annual aggregate . The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by anyone for whom CONSULTANT is legally liable subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and anyone for whom CONSULTANT is legally liable subcontractor/consultant working on behalf of CONSULTANT on the project.</u>	<i>Exception not granted.</i>
60	RFQ, Appendix D-1, Insurance Requirements , Page 88	Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.	<i>Exception not granted.</i>

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 ELECTRONIC PAYMENS SECTION CONSULTANT ASSISTANCE RFQ 2016 - 2019

	RFQ REFERENCE	QUESTION/EXCEPTION REQUEST	RESPONSE
61	RFQ, Appendix D-1, <u>Insurance Requirements</u> , Page 88	If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, Consultant shall: 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with MTC or the beginning of any work under such Agreement; 2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds ; and 3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.	<i>Exception not granted.</i>