



October 1, 2012  
Addendum No. 2  
to

**REQUEST FOR QUALIFICATIONS**  
**Pavement Management Technical Assistance Program (P-TAP)**  
dated August 23, 2012

Dear Consultant:

This letter is Addendum No. 2 to the Request for Qualifications (“RFQ”) for Pavement Management Technical Assistance Program (P-TAP) dated August 23, 2012. as revised by Addendum No 1 on August 28, 2012. 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, V. Minimum Consultant Qualifications, last paragraph, page 3	“This task is contingent upon completion of the new module for the asset management tool in StreetSaver® <i>and may be included within the next two years.</i> ”
2.	RFQ, VIII, Form of Statement of Qualification, Section 7, page 8	7. SUBMIT IN SEPARATE SEALED ENVELOPE. A description of consultant’s per- <del>center line mile</del> <i>management section</i> rates for all proposed project costs, including statements that the rates include all direct and indirect costs and that the rates are valid for the term of the P-TAP 14, 15, 16 and 17 rounds (four (4) years) of the Program. <del>Per-center line mile rates will be provided in three categories: (1) Less than or equal to 50 miles, (2) More than 50 miles but less than or equal to 150 miles, and (3) More than 150 miles.</del>
3.	RFQ, XI. Evaluation Factors, page 11, third full paragraph	“Firms’ per- <del>mile</del> <i>management section</i> rates will not be a factor in the evaluation.”
4.	RFQ, Appendix A, Scope of Work, Schedule and Budget, Section 3.1.6., page 16	3.1.6 “CONSULTANT will perform pavement inspections on the number of <del>centerline miles</del> <i>management sections</i> specifically listed in the Task Order... CONSULTANT’s method of inspection used for the project must be consistent with the method used to demonstrate ability to perform PMP distress surveys. The exact

Adrienne J. Tissier, Chair  
San Mateo County

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U.S. Department of Housing  
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Cities of Alameda County

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City and County of San Francisco

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Napa County and Cities

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U.S. Department of Transportation

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Sonoma County and Cities

Kevin Mullin  
Cities of San Mateo County

Bijan Sartipi  
State Business, Transportation  
and Housing Agency

James P. Spring  
Solano County and Cities

Scott Wiener  
San Francisco Mayor’s Appointee

Steve Heminger  
Executive Director

Ann Flemer  
Deputy Executive Director, Policy

Andrew B. Fremier  
Deputy Executive Director, Operations

		<p>management sections to be inspected should be determined by the jurisdiction and the CONSULTANT. CONSULTANT will be required to display competency in performing inspection. At the discretion of, and under the direction of MTC, CONSULTANT will be required to demonstrate its ability to perform MTC PMP Distress Survey in a manner consistent with MTC’s practices and procedures. CONSULTANT’s inspectors will be required to perform inspections under a controlled environment, be rated on consistency and accuracy of such inspections, and must meet all passing standards set by MTC under the Inspector Certification Program. All inspectors employed or contracted by CONSULTANT must be certified by MTC. The certification issued is valid for two (2) years, and will be renewed upon passing an inspection test. CONSULTANT’s method of inspection used for the project must be consistent with the method used to demonstrate ability to perform PMP distress surveys.</p> <p><i>Notwithstanding the above provisions, for P-TAP Round 14, CONSULTANT may use any inspectors that have been trained in the methods outlined below for Manual and Automated Inspections until such time that MTC provides CONSULTANT with the opportunity to participate in a certification test for all of CONSULTANT's inspectors. MTC may hold a certification test in June 2013.”</i></p>											
5.	RFQ, Appendix A, Scope of Work, Schedule, and Budget, Budget, Deliverables Table, page 19	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Deliverable</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td>1. MTC-Submitted Detailed Work scope, Schedule, and Budget</td> <td style="text-align: center;"><del>20%</del> 10%</td> </tr> <tr> <td>2. Execute Project</td> <td style="text-align: center;"><del>0%</del> 40%</td> </tr> <tr> <td>3. Perform Project Tasks</td> <td style="text-align: center;"><del>60%</del> 20%</td> </tr> <tr> <td>4. Final Report</td> <td style="text-align: center;"><del>20%</del> 30%</td> </tr> </tbody> </table>		Deliverable	Payment	1. MTC-Submitted Detailed Work scope, Schedule, and Budget	<del>20%</del> 10%	2. Execute Project	<del>0%</del> 40%	3. Perform Project Tasks	<del>60%</del> 20%	4. Final Report	<del>20%</del> 30%
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6.	RFQ, Appendix D, SAMPLE, MTC’S PROFESSIONAL SERVICES AGREEMENT, Section 6, TERMINATION, paragraph B, lines 15-16, page 4	<p>“Such reimbursement will be offset by any <i>reasonable</i> costs incurred by MTC to complete work required under the Agreement.”</p>											

7.	RFQ, Appendix D, SAMPLE, MTC'S PROFESSIONAL SERVICES AGREEMENT, Section 10.1, PERSONALLY IDENTIFIABLE INFORMATION, paragraph A, pages 6-7	<p><del>10.1 PERSONALLY IDENTIFIABLE INFORMATION</del></p> <p><del>CONSULTANT agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment G, <u>Special Conditions Regarding Personally Identifiable Information</u>, attached hereto and incorporated herein by this reference.</del></p>
8.	RFQ, Appendix D, SAMPLE, MTC'S PROFESSIONAL SERVICES AGREEMENT, Section 23, WARRANTY OF SERVICES, paragraph A, page 14	<p>"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 <del>consultants with special expertise</del> consistent with the level ordinarily exercised by other professionals providing the services in the San Francisco Bay Area in providing such services, ..."</p>
9.	RFQ, Appendix D, SAMPLE, MTC'S PROFESSIONAL SERVICES AGREEMENT, Section 23, WARRANTY OF SERVICES, paragraph B, page 14	<p>"In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the <del>warranty</del> professional standards set forth above, ..."</p>

Questions and Answers (Q &A) regarding this RFQ are enclosed with this Addendum. If other changes to contract language, including to insurance requirements, are not addressed in the Q&A, or in this Addendum No. 2, they were not accepted. The remaining provisions of the RFQ, dated August 23, 2012, as revised August 28, 2012 by Addendum No. 1, remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Any questions concerning this addendum to the RFQ should be directed to Amy Burch, Project Manager, at (510) 817-5735 or aburch@mtc.ca.gov.

Sincerely,



Steve Heminger  
 Executive Director

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Pavement Management Technical Assistance Program (P-TAP)**  
**dated August 23, 2012**

**Proposers' Conference and Submitted Questions and Answers**  
October 1, 2012

**Q1: What will the DBE goal be in P-TAP Round 14?**

A1: MTC will set the DBE goal at the time that staff issue Task Orders.

**Q2: Relative to the time that MTC staff issues Task Orders, when should a proposer make a Good Faith Effort (GFE) to meet the DBE goal on the contract?**

A2: A proposer must make a GFE and provide the documentation to MTC if the proposer cannot meet the DBE goal. A GFE must be demonstrated prior to MTC approval of a Task Order. MTC staff cannot advise proposers on the timing of their GFE.

**Q3: If a proposer already has identified the DBEs for work on the contract and anticipates meeting the DBE goal, does that proposer still need to make a GFE for each Task Order?**

A3: Award of the contract is conditioned on meeting the DBE requirement at the time Task Orders are issued, meaning that either the DBE participation goal is met or the successful proposer can submit documentation of a GFE to meet the goal.

**Q4: Firms foresee challenges meeting the DBE goal for Task Orders, because of the small dollar amount on some projects and Task Orders. Would MTC staff ask Caltrans if the DBE goal may be applied to the whole contract rather than per Task Order?**

A4: Direction from CalTrans continues to require calculation per Task Order issuance, though MTC has frequent contact with CalTrans and will continue to seek their guidance during the life of this contract and advise PTAP firms of any change to DBE requirements.

**Q5: There are three categories of work under the P-TAP RFQ. If a proposer can find DBEs to use for only two of the three categories, but MTC assigns the firm work for the other category, how can the proposer meet the DBE goal for this portion of the work?**

A5: The proposer must make and document a GFE for that portion of the work.

**Q6: Do the minimum qualifications in the RFQ apply only to the prime consulting firm or to the DBEs as well?**

A6: The minimum qualifications apply only to the prime.

**Q7: Are the insurance requirements for the DBEs the same as for the primes?**

A7: See RFQ, Appendix D, Attachment E, paragraph A, regarding required insurance coverage for successful prime's liability arising out of work or services performed by subcontractors and the requirement to include in subcontracts contract terms for subcontractors' adequate insurance coverage.

**Q8: Does MTC have one contract for all procurements?**

A8: For any contract resulting from this RFQ, MTC will use the sample contract (see RFQ, Appendix D) in the RFQ, subject to the changes agreed to in this Addendum No. 2. Any

requested changes to Appendix D must be submitted to MTC by the date for clarifications and exceptions for this RFQ, as indicated in schedule and any addenda.

**Q9: Do the individual inspectors who participated in the pre-qualification test receive certificates for passing?**

A9: No, the pre-qualification test qualified firms to perform inspections. The individual inspectors/raters will need to become certified through a separate process that MTC plans to roll out next year. More details about inspector certification will be forthcoming, and MTC is planning to hold a certification test in June 2013. Also, see Addendum No. 2, Item 4.

**Q10: Could MTC emphasize on the call for projects that PS&E project funds are not eligible for construction, storm drains and curb and gutter work?**

A10: MTC staff will review the call for projects for P-TAP 14 and revise as needed to clarify allowable scope for the projects.

**Q11: Is the cost of GIS integration work included in the consultants' costs?**

A11: Consultants may or may not include the cost of GIS integration for individual projects. If the cost for GIS integration falls outside the project budget, then the jurisdiction must pay MTC directly.

**Q12: Do consultants have access to a given jurisdiction's shape file for GIS? Is the jurisdiction or the consultant responsible for updating the shape file?**

A12: Consultants do not have access to a jurisdiction's shape file. Jurisdictions are responsible for updating their shape files, since the shape file is typically maintained by GIS staff in-house.

**Q13: The cost of diesel fuel and gasoline may increase considerably over the next four years. Would MTC consider adding a fuel surcharge to the consultants' rates to offset the cost?**

A13: MTC staff considered the request to add a fuel surcharge to consultants' rates, and will not include such a surcharge at this time. Consultants are advised to consider possible changes in travel costs and fueling as part of their fees.

**Q14: While most Bay Area jurisdictions follow MTC's methods for assigning management sections and sample units for inspections, there are some outliers that count sections block to block. Would MTC consider adopting an average cost based on the number of sections or sample units rather than the jurisdiction's centerline miles?**

A14: MTC staff requests that proposers provide their fees based on the number of management sections. See Addendum No. 2 to the RFQ for P-TAP 14, Items 2 and 4.

**Q15: Is the per-centerline rate requested at RFQ, VIII. Form of Statement of Qualification, Item 7, page 8, for the collection and input of the pavement distress data only, or should it include the time for all additional efforts required for complete PMS implementation and reporting?**

A15: The per-centerline rate has been replaced by a per-management section rate (see Addendum No. 2, Items 2 and 4) which should include the work effort required to

complete the entire PMS project including, but not limited to, implementation and reporting.

**Q16: MTC staff indicated that the software is not yet ready to accommodate Task 3.3: Non-Pavement Asset Management Project. What is the time frame for Task 3.3 to be included as part of the P-TAP contract?**

A16: See Addendum No. 2, Item No. 1.

**Q17: Why is property insurance required for this contract, even though proposers are not general contractors?**

A17: Business property insurance protects a proposer's own business personal property and equipment during the performance of work under any agreement resulting from this RFQ. See RFQ, Appendix D-1, INSURANCE REQUIREMENTS, page 24.

**Q18: Will the agreement resulting from the RFQ include a "financial security" or bond requirement, and if not, can the contract language be modified to reflect that?**

A18: There will be no bond or other financial security required and the final agreement will reflect this change.

**If other changes to contract language, including to insurance requirements, are not addressed here, or in Addendum No. 2, they were not accepted.**