



**METROPOLITAN
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Adrienne J. Tissier, Chair
San Mateo County

March 20, 2013

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
ON-CALL CONSULTANT ASSISTANCE
ELECTRONIC PAYMENT IMPLEMENTATION AND OPERATIONS**

David Campos
City and County of San Francisco

dated February 26, 2013

Dave Cortese
Santa Clara County

Dear Consultant:

Bill Dodd
Napa County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

This letter is Addendum No. 1 to the Request for Qualifications for On-Call Consultant Assistance Electronic Payment Implementation and Operations, dated February 26, 2013. ("RFQ"). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1	Letter of Invitation, Section IX, Selection Timetable, page 3, Closing date and time for receipt of Statements of Qualifications at MTC Offices	12:00 p.m. (PST), Tuesday March 26, 2013 <i>April 2, 2013</i>
2	The Table of Contents for the RFQ are revised to correct a formatting error; RFQ pages 8 and 9	Top of page 8: Insert Heading entitled VI. <i>EVALUATION PROCEDURE</i> ". Page 9: Change Heading entitled VI. GENERAL to VII. GENERAL.
3	RFQ, Section V. D FORM OF STATEMENT OF QUALIFICATIONS, <u>Firm Qualifications</u>, page 6	Revised in part: (Not to exceed a total of 4 pages <i>for each Service Category.</i>)
4	RFQ, Section V. E, FORM OF STATEMENT OF QUALIFICATIONS, <u>Staff Qualifications</u>, page 6	Revised in part: (Not to exceed a total of 3 pages <i>for each Service Category.</i>)

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

5	RFQ, Section V. F, FORM OF STATEMENT OF QUALIFICATIONS, <u>References</u> , page 6	At least three (3) references <i>for each prime consultant and one reference for each subconsultant who can attest that consultant's or subconsultant's</i> attesting to respondent's previous experience in performing work substantially similar or related to the Service Categories for which respondent wishes to be qualified, with a minimum of one (1) for each Service Category. Please provide the names of current clients, along with the names and telephone numbers of client contact person(s) for each reference. (Not to exceed 1 page total.)
6	RFQ, Section V.G, FORM OF STATEMENT OF QUALIFICATIONS, <u>Similar Projects</u> , page 6, first sentence	A summary (no longer than one page each) of at least three (3) projects completed within five (5) years prior to the date of this RFQ similar to any of the tasks in Appendix A, <u>Preliminary Scope of Work</u> <i>for each Service Category.</i>
7	RFQ, Section VI. B, EVALUATION PROCEDURE, <u>Evaluation</u> , page 8, first criterion	Experience and qualifications of the firm(s) and of proposed staff in relation to the <i>Service Categories for which they have submitted SOQs</i> expertise sought by MTC , as listed and described in Section II and in Appendix A, <u>Preliminary Scope of Work</u> ; this may include information gathered through references;
8	RFQ, Section VII. F, GENERAL CONDITIONS, <u>Public Records</u> , page 11, first whole paragraph, last sentence	In addition, the proposer may not designate any required SOQ Forms or the cost <i>price</i> proposal as confidential.
9	RFQ, Attachment C-1, INSURANCE REQUIREMENTS , page 21, <u>Subcontractor Insurance</u>	Consultant shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager. <i>See Appendix C, Standard Consultant Agreement, at Attachment E, regarding CONSULTANT'S liability for Subcontractors.</i>
10	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 1, Scope of Services, paragraph 2	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.

11	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 1, Scope of Services, paragraph 3, last sentence	A change in the CONSULTANT Project Manager requires MTC written approval, <i>which approval shall not be unreasonably withheld.</i>
12	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 4, Key Personnel, second sentence	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 Project Manager or a designee, <i>which approval shall not be unreasonably withheld.</i>
13	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 6, Termination. A, first sentence	A. Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by <i>servicing a fifteen (15) day advance</i> written notice to CONSULTANT.
14	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 9 Indemnification, Paragraph 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. If any judgment is rendered against any of the MTC Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same, <i>but only as provided pursuant to this indemnification provision.</i> 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.
15	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 11, Ownership of Work Product, paragraph 1	Add to end of paragraph 1: <i>CONSULTANT shall have the right to retain copies of its work, but no license to use, publish, modify or distribute is implied by such right.</i>

16	RFQ, Appendix C, MTC Standard Consultant Agreement; Article 11, Ownership of Work Product, paragraph 3	CONSULTANT represents and warrants 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. <i>Consultant makes no representation as to the suitability of work products for re-use by MTC outside the scope of this Agreement.</i>
17	RFQ, Appendix C, MTC Standard Consultant Agreement Article 23, Warranty, Paragraph A	23. WARRANTY STANDARD OF CARE 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 consultant 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
18	RFQ, Appendix C, MTC Standard Consultant Agreement, Article 23, Warranty, Paragraph B, first sentence	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 warranty -standards set forth above, MTC shall report such deficiencies in writing to the CONSULTANT within a reasonable time.

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.

Any questions concerning this addendum to the RFQ should be directed to Michele Gillaspie, Project Manager, at (510) 817-5718 or mgillaspie@mtc.ca.gov.

Sincerely,

Steve Heminger
 Executive Director