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August 9, 2013

Addendum No. 1
to **Request For Proposals**

Value Pricing Pilot (VPP) Parking Project,
dated July 11, 2013

Dear Consultant:

This letter is Addendum No. 1 to the Request for Proposal for Value Pricing Pilot (VPP) Parking Project, dated July 11, 2013 ("RFP"). 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, VI. SUBMITTAL OF PROPOSALS, Item 1, page 3,	Interested firms must submit an original and five (5) copies, as well as one (1) electronic PDF version, of their proposal by 4 3 p.m., Aug 13, 2013.
2.	RFP, <i>Appendix D</i> , Standard Consultant Contract, Article 11. Ownership of Work Products, pages 5-6	CONSULTANT represents and warrants that all materials prepared or furnished 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. 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>Nothing herein shall prevent CONSULTANT from using pre-existing materials in the performance of its services or purchasing or licensing data or other materials from third parties which are not in the public</i>

		<i>domain, and which may be provided under the terms of a license agreement, as long as CONSULTANT grants and will require any applicable subconsultant to grant to MTC a nonexclusive, royalty-free, irrevocable, perpetual license to use, copy, publish or disclose any pre-existing materials for the benefit of the Project, effective upon payment under this Agreement to CONSULTANT for such materials. MTC may exercise its license through a sublicense to a third party, without the approval of CONSULTANT or its subconsultants, if applicable.</i>
3.	RFP, APPENDIX D-1, Insurance Requirements, page 26	<i>Appendix D-1, Insurance Requirement., is deleted in its entirety and replaced as attached to this Addendum No. 1</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.

Questions and Answers regarding this RFQ are enclosed with this Addendum. Any questions concerning this addendum to the RFP should be directed to Valerie Knepper, Project Manager, at (510) 817-5824 or vknepper@mtc.ca.gov.

Sincerely,



Andrew B. Fremier
Deputy Executive Director, Operations

SH:VK

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best’s rating of A-VIII or better.

<p>Yes (√)</p>	<p>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers 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.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p> <p>MTC, ABAG, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>—</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> for 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. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and</p>

	<p>media coverage.</p> <p>The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any 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 any subcontractor/consultant working on behalf of CONSULTANT on the Project.</p>
—	<p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>
<p>All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.</p> <p>Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.</p> <p>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.</p> <p>In the event that MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this 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. 	

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.

**REQUEST FOR PROPOSALS (RFP)
VALUE PRICING PILOT (VPP) PARKING PROJECT, dated July 11, 2013**

Proposers' Conference and Submitted Questions and Answers

August 9, 2013

- Q1: Can the RFP, *Appendix D*, Standard Consultant Contract, Article 9, Indemnification, be modified such that Consultant agrees to indemnify, defend and hold harmless MTC for liability to the extent caused by Consultant?**
- A1: No, MTC is unable to accept this revision to Article 9, Indemnification.
- Q2: Can the RFP, *Appendix D*, Standard Consultant Contract, Article 11, Ownership Of Work Products, be modified such that Consultant shall have right to retain archival copies of materials developed under the contract for limited re-use of such materials?**
- A2: No. However, on a case by case basis, if the Consultant wishes to use Work Products outside the context of the project, it may seek the prior written approval of MTC.
- Q3: Can the RFP, *Appendix D*, Standard Consultant Contract, Article 11, Ownership of Work Products, be modified such that the provision does not prevent Consultant from using pre-existing materials or materials purchased or licensed from a third party?**
- A3: Please see Addendum No. 1, revising *Appendix D*, Standard Consultant Contract, Article 11, Ownership of Work Products.
- Q4: Can the RFP, *Appendix D*, Standard Consultant Contract, Article 11, Ownership Of Work Products be modified to allow Consultant to retain and use copies of such works for reference and as documentation of its experience and capabilities?**
- A4: No. However, on a case by case basis, if the Consultant wishes to use Work Products outside the context of the project, it may seek the prior written approval of MTC.
- Q5: Does the seven (7) day payment timeframe, as required by recent changes in California law, specifically Business & Professions Code 7108.5, allow a subcontractor to be paid within that timeframe as opposed to the ten (10) day timeframe under federal law as described in the RFP, *Appendix D*, Attachment H, Federally Required Clauses, Section 7?**
- A5: Business and Professions Code Section 7108.5 is inapplicable to the project. The referenced code section applies only to private works of improvement and public works of improvement.
- Q6: Does the pre-award audit information apply only to the prime consultant proposer or to subcontractors?**
- A6: No pre-award audit is required.

Q7: Will MTC accept higher limits of liability on other required insurance policies in lieu of the Umbrella Insurance requirement for a subcontractor?

A7: Failure of a subconsultant to provide insurance in accordance with Article 7, Insurance Requirements, shall be at the risk of prime consultant. Please see *Appendix D, Standard Consultant Contract, Article*

Q8: Is pollution liability coverage required as described in the RFP, Appendix D-1, Insurance Requirements?

A8: Please see Addendum No. 1, revising *Appendix D-1, Insurance Requirements*.

Q9: Does the one-page limit apply to the description of each project or for all projects? Is there a minimum or maximum number of past projects desired for proposers and/or each subcontractor??

A9: The one-page limit applies for the description of all projects, not for each project.

Q10: Is there a minimum or maximum number of past projects desired for proposers and/or each subcontractor?

A10: No.

Q11: May two-page, full resumes be included as an appendix?

A11: Please see RFP, Section VII. Form of Proposal, subsection F. Qualifications and References, regarding key personnel resumes which should not exceed two pages. They may be provided as an appendix.

Q12: Are 11x17 pages allowed to display long tables and/or graphs?

A12: No.

Q13: Is there a minimum or maximum number of references preferred for proposers and/or subcontractors?

A13: No.

Q14: Is there a page limit for the proposal, and are the work samples required excluded from the page count.

A14: There is no page limit for the proposal, except as stated in the RFP. For example, please see RFP, Section VII. Form of Proposal, subsection F. Qualifications and References, regarding key personnel resumes which should not exceed two pages.

Q15: Should Attachment D, Key Personnel and Attachment F, Subconsultant List, in Appendix D, Standard Consultant Contract be completed and returned?

A15: No, these are required only once a contract is awarded.

Q16: Which forms, if any, should subconsultants complete and return with the proposer's response?

A16: Subconsultants are not required to complete and return the forms required of the proposer. However, proposers are advised to review the requirements of any applicable certifications to assure that subcontractors meet the requirements of those certifications.

Q17: Can MTC please provide further information “cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage?”

A17: Coverage should be at the \$1,000,000 limit required for Errors and Omissions; however, the selected consultant is responsible for conferring with its insurer regarding the exposure created by the scope of work and insuring appropriately against cyber, network and privacy risks resulting from collecting and storing the personally identifiable information (PII) as described in *Appendix D*, Standard Consultant Contract, *Attachment G, Special Conditions Relating To Personally Identifiable Information*.