



Adrienne J. Tissier, Chair
San Mateo County

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

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

Tom Bates
Cities of Alameda County

David Campos
City and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

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

August 23, 2013

Addendum No. 1

to **REQUEST FOR QUALIFICATIONS**
ON-CALL ASSISTANCE - TRANSPORTATION
MANAGEMENT SYSTEM (TMS) TECHNICAL ADVISOR

dated August 1, 2013

Dear Consultant:

This letter is Addendum No. 1 to the Request for Qualifications for On-Call Assistance - Transportation Management System (Tms) Technical Advisor dated August 1, 2013 ("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, <i>Appendix C-1</i> , INSURANCE REQUIREMENTS, pages 19-21, at page 20, final paragraph	Subcontractor's Insurance: 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.
2.	RFQ, <i>Appendix C</i> , Standard Consultant Agreement, <i>ATTACHMENT E Insurance and Financial Security (Bond) Provisions</i> , Section 1. INSURANCE A. <u>Minimum Coverages</u> , page 27, paragraph 2	CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.
3.	RFQ, <i>Appendix C</i> , Standard Consultant Agreement, <i>ATTACHMENT E Insurance and Financial Security (Bond) Provisions</i> , Section 1. INSURANCE A. <u>Minimum Coverages</u> , item 5, Errors and Omissions Professional Liability page 28, paragraph 2	The policy shall provide coverage for all work <i>professional services</i> performed by CONSULTANT and any work performed or conducted by any <i>individual subconsultant subcontractor/consultant</i> working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any <i>individual subconsultant subcontractor/consultant</i> shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for <i>professional services</i> all work performed by CONSULTANT and any <i>individual subconsultant subcontractor/consultant</i> working on behalf of CONSULTANT on the project.

4.	RFQ, <i>Appendix C</i> , Standard Consultant Agreement, <i>ATTACHMENT E</i> <u>Insurance and</u> <u>Financial Security</u> <u>(Bond) Provisions</u> , page 29.	MTC (and those entities listed in Attachment <i>Part 3 of this Attachment E (if any)</i>), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds <i>with respect to general, automobile and umbrella coverage</i> . 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/
----	---	---

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 Kaki Cheung, Project Manager at 510-817-5752. Email inquiries may be addressed to: KCheung@mtc.ca.gov.

Sincerely,



Steve Heminger
Executive Director

SH:kc

J:\CONTRACT\Procurements\Operations & Support Svcs\RFQs\HAO\2013-14 TMS Technical Advice & Guidance RFQ Addendum No. 1
final.doc

METROPOLITAN TRANSPORTATION COMMISSION
ON- CALL TECHNICAL ASSISTANCE
TRANSPORTATION MANAGEMENT SYSTEM TECHNICAL ADVISOR RFQ

Proposer's Conference August 9, 2013
and Requests for Clarifications and Exceptions

Questions and Answers, August 22, 2013

Q1: Who holds this contract currently?

A1.: This is the first time that we are selecting a panel of consultants to serve on the technical advisor bench. Kimley-Horn and Associates holds the current contract at MTC.

Q2: Once a consultant is selected on the bench, and a project/task work is needed, do Consultants on the bench still need to compete?

A2.: Please see RFQ, Section IV. SCOPE OF WORK, BUDGET AND METHOD OF PAYMENT, page 4, which states:

When a task is needed, MTC reserves the right to select one Consultant from the bench, or to ask one or more of the Consultants on the bench for a proposal and to select the Consultant best suited to perform the task.

MTC reserves the right to assign all tasks to one Consultant, to assign multiple tasks to one Consultant, to assign portions of a given task to two or more Consultants, and to refrain from assigning any or all of these tasks. Any of the tasks could be assigned at any point during the period covered by this RFQ. A contract could be written at the outset of the period covered by this RFQ, or as tasks are needed.

Q3: If the work under this contract eventually leads to implementation work, will the Consultant under this contract be precluded from bidding on procurement for that implementation work?

A3.: MTC does not preclude firms from submitting qualifications or proposals for any project, but all contractual relationships with MTC are subject to MTC's Organizational Conflict of Interest requirements. Please see RFQ, Section VII, GENERAL CONDITIONS, subsection G. Organizational Conflicts Of Interest, page 10.

Q4: Can a firm submit multiple SOQs or be a subconsultant on multiple teams?

A4.: A firm can only submit one SOQ as a prime Consultant. Subconsultants are not precluded from being listed in more than one SOQ.

Q5: What is the deadline for clarifications/exceptions to RFQ provisions?

A5: Any clarification/exception to the RFQ provisions must be received before 4 p.m. PST, August 12, 2013 in order to receive a guaranteed response. See RFQ, Letter of Invitation, Section IX, Selection Timetable, page 3.

Q6: For the performance monitoring and evaluation task, is MTC expecting that data collection firms will be needed to collect traffic count data?

A6: No.

Q7: How many projects are needed to meet the minimum qualifications?

A7: Please see RFQ, Section III, Minimum Qualifications, item 2. In the past five (5) years, the consultant (consultant teams) must successfully completed one project substantially similar to no less than five (5) of the seven (7) tasks described in Appendix A. Projects may overlap between categories. Ongoing projects can be included to meet minimum qualifications.

Q8: Do all of the projects submitted as part of the SOQ need to have taken place in the bay area?

A8: No, they do not. However, please see Section V, Form of Statement of Qualifications, subsection A, Staff Qualification and Experience, which asks for an explanation of the project manager and key staff's experience working with MTC, Caltrans District 4, transit agencies, and SF Bay Area ITS projects.

Q9: Since MTC does not know the percentage of DBE at this time, can DBE sub consultants be added later?

A9: Because contracts resulting from this RFQ will be task order based, and DBE goals will be set at the task order level, MTC anticipates that it may be necessary to add subconsultants when task orders are formulated, in addition to those identified in SOQs. However, MTC also anticipates that consultants submitting SOQs will use the *Attachment A, Preliminary Scope of Work* to identify subcontracting opportunities for DBEs as early as possible, including during the SOQ phase.

Q10: Are tabs OK to include?

A10: Yes, tabs are OK to include and they not get counted towards the page limit.

Q11: Is there a total page limit?

A11: MTC did not specify a total page limit on the Statement of Qualifications (SOQ). However, there are page limits requirements on various sections of the SOQ.

Q12: The RFQ asks that one (1) electronic copy of the SOQ to be in PDF format, would a pdf on CD/DVD be acceptable?

A12: Yes.

Q13: The RFQ does not specify if a Table of Contents is required. Would MTC accept a Table of Contents that would be excluded in page limit?

A13: Yes.

Q14: Is there a page limit requirement for the work sample to be submitted as part of the SOQ?

A14: No, the RFQ did not specify a page limit for the work sample.

Q15: Can 11x17 paper be used for materials such as an organizational chart?

A15: No, the proposal shall be printed on 8.5 by 11 paper.

Q16: How many consultant teams will be selected to be on the bench?

A16: MTC has not decided on the number of consultant teams to be selected on the bench. MTC will select consultant teams based on their qualifications and experiences, among other evaluation factors.

Q17: Is MTC looking for a certain level of depth in the main subject areas described in the preliminary scope of work?

A17: MTC is seeking a panel of consultants (teams) who have a broad-based knowledge of all the subject areas identified. The consultant teams are encouraged to discuss in the SOQ specific areas that they have extensive knowledge and expertise.

Q18: It appears that MTC is mainly seeking technical and advisory services rather than design assistance in this RFQ; do consultants need to meet all the insurance requirements identified?

A18: Yes, the prime consultant will have to maintain in effect at all times the different types of insurance identified in the RFQ. Even though it may not appear in the broad category that design service is needed in the preliminary scope of work, it does not preclude design services from taking place. Therefore, a separate, sealed envelope including a firm's fully loaded hourly rates will need to be submitted as part of the SOQ.

Q19: Is the Errors and Omissions professional liability insurance at \$5,000,000 per claim or cumulative?

A19: The "per claim" limit and aggregate limit are the same for Errors and Omissions policies. Please consult with your insurer for further information.

Q20: Are subcontractors required to carry the same level of insurance coverage limits as the prime contractor?

A20: Please see RFQ, *Appendix C*, Standard Consultant Agreement, *Attachment E*, Insurance and Financial Security (Bond) Provisions, Section A, Minimum Coverages for a description of the insurance relationship between a Consultant and its subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under an agreement resulting from this RFQ. See also, Addendum No. 1, item 1, revising *Appendix C-1*, INSURANCE REQUIREMENTS.

Q21: Do subconsultants need to sign all of the forms provided (Appendix B, Appendix D-1, and Appendix D-2)? Does the prime consultant sign the rest of the forms in the RFQ?

A21: Please see RFQ, Section V, FORM OF STATEMENT OF QUALIFICATIONS, subsection J, Forms and Certificates, items 1, 4 and 5 for the forms primes *and* subconsultants must provide. See the same Section V for the forms the prime consultant only must provide.

Q22: Does the 11 point font requirement apply to graphics that would be included in the submittal?

A22: Yes.

Q23: Can a consultant choose to not to accept a task order in order to qualify for implementation tasks that may result from the task order?

A23: Selection of consultants from the SOQs submitted for inclusion on the bench or for particular work is at MTC's sole discretion. Once the bench is set, selection of a consultant from the bench to perform a particular task order is also at MTC's discretion, and consultants are expected to perform the task orders assigned.

Q24: Does Appendix E need to be included as part of the SOQ or together with the price proposal in a sealed envelope?

A24: *Appendix E*, CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM AND CONTRACT COSTS, may be included as part of the SOQ, and need not be in the sealed price proposal envelope.

Q25: Does the Umbrella Insurance require coverage for “Additional Insureds” or “Named Insureds”?

A25: The intent of the requirement for the umbrella coverage to “follow form” on the underlying coverages of Employer's, Automobile and Commercial Liability is that the umbrella coverage be the same as required on the primary policies, including any additional insureds requirements. MTC would not expect the umbrella coverage to be broader than the underlying coverage.

Q26: Will MTC revise *Appendix C*, Standard Consultant Agreement, Article 9, Indemnification to accept my firm's proposed revisions to that Article?

A26: MTC will not accept any of the proposed revisions to Article 9, Indemnification.

Q27: Will MTC revise *Appendix C*, Standard Consultant Agreement, *Attachment E*, Insurance and Financial Security (Bond) Provisions, Section A, Minimum Coverages, subsection 5, Errors and Omissions Professional Liability, to accept my firm's proposed revision to require Consultant to ensure that subconsultants secure their own Errors and Omissions Professional Liability coverage at the amounts set that subsection?

A27: No.

Q28: Does this RFQ require consultants to meet any bond requirements?

A28: The RFQ does not include a bond at this time. Future agreements may specify a bond requirement.

Q29: How many copies of the work sample should a consultant provide? Can it be bound separately from the proposal?

A29: Since the work sample is part of the SOQ, one (1) original and five (5) hard copies of the work sample shall be provided. It can be bound separately from the proposal.

J:\CONTRACT\Procurements\Operations & Support Svcs\RFQs\HAO\2013-14 TMS Technical Advice & Guidance
RFQ Q&A final.doc