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October 2, 2013

Addendum No. 1
to
Request for Proposals
2014/2015 Bike to Work Implementation
dated September 13, 2013

Dear Consultant:

This letter is Addendum No. 1 to the Request for Proposals for the 2014/2015 Bike to Work Implementation, dated September 13, 2013. 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, APPENDIX D-1, INSURANCE REQUIREMENTS, Pages 24-26	APPENDIX D-1 is deleted in its entirety and replaced as attached hereto, in order to remove the requirement for Professional Liability Insurance.

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 the RFP are enclosed with this Addendum.

Any questions concerning this Addendum to the RFP should be directed to Leslie Lara, Project Manager, at (510) 817-5813 or llara@mtc.ca.gov.

Sincerely,

Steve Heminger,
Executive Director

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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.

Yes (√)	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.
—	<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.
—	<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. MTC, its commissioners, directors, officers, representatives, agents and employees are to be named as additional insured. 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.
—	<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. MTC, its commissioners, directors, officers, representatives, agents and employees are to be named as additional insured. 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.
—	<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. MTC, its commissioners, directors, officers, representatives, agents and employees are to be named as additional insured. 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><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>
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All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

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.

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.

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.

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 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 Proposal
2014/2015 Bike-to-Work Implementation,
dated September 13, 2013**

**Proposers' Conference and Submitted
Questions and Answers**

Q1. Does the Request for Proposals' (RFP) Disadvantaged Business Enterprise (DBE) requirement need to be satisfied by a subcontractor or can it be satisfied by a vendor?

A1. Please see RFP Appendix F, Federal Requirements, page 28, section 4. DBE Participation General Information, which states that, "A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company." Please review all of Appendix F for complete information about a proposer's responsibilities related to DBE requirements.

Q2. Is the Technical Advisory Committee (TAC) a new element of Bike-to-Work?

A2. No. For the past several years, the TAC has been formed and served to coordinate the local Bike-to-Work activities among the local and county entities as well as with the regional Bike-to-Work efforts.

Q3. Can Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds be used to purchase hard goods?

A3. Incentives are not CMAQ eligible. CMAQ funding may not be used to buy incentive items or provide food, trophies, or other items used to reward positive behavior/positive outcomes for Bike-to-Work.

Outreach and marketing materials are CMAQ eligible. It is important to distinguish "incentives" from outreach and marketing materials. The latter, if used for outreach and marketing purposes, not as a reward or compensatory item, are eligible provided they have a message printed on them and are of minimal value (less than \$5 per item, including the cost of shipping and handling and any other fees per item). This includes items such as stickers, pencils, pedometers, wristbands, caps, sun visors, reflectors, water bottles and similar items.

Q4. Can the TAC receive compensation?

A4. No, TAC participants cannot be compensated.

Q5. Regarding insurance requirements, can the subrogation requirement be waived?

A5. Where a waiver of subrogation is required in Appendix D-1, Insurance Requirements, it must be provided.

Q6. Can the Professional Liability (Errors & Omissions) insurance requirement be waived?

A6. Please see Addendum No. 1, removing the requirement for Professional Liability insurance.

Q7. Can MTC provide the insurance for Bike-to-Work day?

A7. The insurance requirements in Appendix D-1, Insurance Requirements, must be met by the selected proposer. No other insurance will be required of the selected proposer.

Q8. Will subcontractors have the same insurance requirements?

A8. Please see Appendix D, MTC's Standard Consultant Agreement, at Attachment E, Insurance and Financial Security (Bond) Provisions at section A, Minimum Coverages, for the relationship between the proposer and subcontractors regarding insurance coverage.