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February 25, 2014

**Addendum No. 1**  
**to**  
**REQUEST FOR QUALIFICATIONS**  
**ON-CALL PDA TECHNICAL AND STAFFING ASSISTANCE**  
dated January 28, 2014

Dear Consultant:

This letter is Addendum No. 1 to the Request for Qualifications for On-Call PDA Technical And Staffing Assistance dated January 28, 2014 ("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.	<b>RFQ, APPENDIX C-1, Article 9, INDEMNIFICATION, pages 5-6</b>	Article 9 is deleted in its entirety and replaced as shown in Attachment A hereto.
2.	<b>RFQ, APPENDIX C-1, Article 11, OWNERSHIP OF WORK PRODUCTS, paragraph one, page 7</b>	Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONSULTANT'S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property. <i>With MTC's prior written approval, CONSULTANT may retain and use copies of Work Products for reference and as documentation of its experience and qualifications.</i>

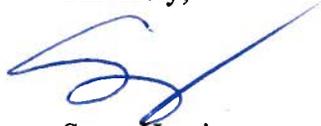
<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
3.	<b>RFQ, APPENDIX C-1, INSURANCE REQUIREMENTS</b> , page 20, <b><u>Errors and Omissions Professional Liability Insurance</u></b>	<b><u>Errors and Omissions Professional Liability Insurance</u></b> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$5,000,000 \$1,000,000 per claim.
4.	<b>RFQ, APPENDIX C-1, INSURANCE REQUIREMENTS</b> , page 20, <b><u>Umbrella Insurance</u></b>	<b><u>Umbrella Insurance</u></b> 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. <i>*This additional \$1,000,000 in coverage may be met by increased primary policy limits.</i>

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 Therese Trivedi, Project Manager, at (510) 817-5767 or [ttrivedi@mtc.ca.gov](mailto:ttrivedi@mtc.ca.gov).

Sincerely,



Steve Heminger  
Executive Director

SH:KF

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**ATTACHMENT A**  
**REPLACEMENT OF APPENDIX C-1, ARTICLE 9, INDEMNIFICATION**

9. INDEMNIFICATION

A. With respect to services performed under this Agreement that are not performed by a “design professional” as defined by California Civil Code Section 2782.8, to the maximum extent permitted by law, CONSULTANT shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees (“MTC Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any of the following:

- i. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONSULTANT caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONSULTANT or its officers, employees, subconsultants or agents; or
- ii. 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. 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.

B. With respect to services performed under this Agreement that are performed by a “design professional” as defined by California Civil Code Section 2782.8, CONSULTANT agrees to indemnify and hold harmless MTC Indemnified Parties from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses (including attorneys’ fees and costs) of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injuries, emotional or mental distresses and losses of consortium), property damages or pecuniary, financial or economic losses of any kind whatsoever (collectively “Claims and Losses”) if the Claims and Losses arise out of, pertain to, or relate to CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. It is understood and agreed that Consultant has no

obligation to indemnify and hold the MTC Indemnified Parties harmless to the extent that the Claims and Losses are caused by the negligence of the MTC Indemnified Parties.

CONSULTANT further agrees to immediately defend the MTC Indemnified Parties with respect to any Claims and Losses if such Claims and Losses are alleged to arise out of, pertain to, or relate to any allegations of CONSULTANT's recklessness, willful misconduct, or negligent services performed under this Agreement. As part of this defense obligation, CONSULTANT agrees to either retain counsel to defend the MTC Indemnified Parties or pay charges of the MTC Indemnified Parties' attorneys with regard to the Claims and Losses.

CONSULTANT's reasonable defense costs (including attorney and expert fees), incurred in providing a defense for the MTC Indemnified Parties shall be reimbursed by MTC except to the extent such defense costs arise, under principles of comparative fault, from CONSULTANT's (a) negligent acts or omissions; (b) recklessness; or (c) willful misconduct.

The provisions set forth in this Section 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.

**REQUEST FOR QUALIFICATIONS  
ON-CALL PDA TECHNICAL AND STAFFING ASSISTANCE**  
dated January 28, 2014 (RFQ)

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

February 25, 2014

**Q1: Will a consultant be required to work on a project for the Staffing Assistance Program full-time? Will consultants be required to work on-site at a local jurisdiction?**

A1: Staffing arrangements will be based on the types of projects that are selected. Specifics related to time and location of worksite will be determined in consultation with jurisdictions following project selection.

**Q2: What are the maximum grant amounts for the Technical Assistance and Staffing Assistance Programs?**

A2: The maximum Technical Assistance grant award is \$60,000. Work is anticipated to be completed within a six-month timeframe. The maximum Staffing Assistance grant award is \$300,000. Work is to be completed within 30 months.

**Q3: Will public outreach be a component of the Staffing Assistance Program?**

A3: Public outreach may be a component of a project selected through either the Technical or Staffing Assistance Programs.

**Q4: If a city wanted to do a specific plan that required an Environmental Impact Report (EIR), how would that work through this program?**

A4: Cities could request staff through the Staffing Assistance Program to manage a specific planning process and Environmental Impact Report (EIR). If cities are seeking funds to complete the work related to a specific plan and its EIR, those needs would best be met through other programs (i.e. the PDA Planning Program).

**Q5: Is junior-level staff required for each Staffing Assistance Program category?**

A5: The Minimum Qualifications require that junior-level staff (less than five years of experience) be available to assist local jurisdiction staff with tasks identified in Appendix A, Preliminary Scope of Work. See RFQ, Section III, MINIMUM QUALIFICATIONS, subsection B. Minimum Qualifications – PDA Staffing Assistance, page 3. Regarding each Staffing Assistance Program category, the technical and staffing assistance offered will be based on jurisdictional needs, as will the types of work to be completed. Please see RFQ, APPENDIX A, Scope of Work, page 14.

**Q6: Are staff rates required (on the Statement of Qualifications?) for the entire project team?**

A6: Yes.

**Q7: Who will be selecting consultants and making assignments to cities? Are cities involved in the evaluation process?**

A7: Consultants will be assigned to cities based on a number of factors, including, but not limited to: qualifications, availability of consultant staff to work on project(s), input from local staff and input from regional agency staff.

**Q8: What is the difference between a prime consultant and a subcontractor?**

A8: The prime consultant will enter into contract with MTC. The prime consultant may need subconsultants to meet all of the qualifications outlined in the RFQ. The prime consultant could form a team with subcontracts to meet all of the RFQ qualifications.

**Q9: Can a consultant identify as both a prime consultant and a subcontractor?**

A9: One firm in each Statement of Qualifications (SOQ) must identify as the prime consultant and is responsible for submitting the SOQ. A firm may submit an SOQ as a prime consultant and also may be identified as a subcontractor on another prime firm's SOQ.

**Q10: Who were the prime consultants during the last cycle?**

A10: AECOM, Dyett & Bhatia, The Planning Center/DC&E, and Eisen Letunic.

**Q11: Does MTC anticipate selecting 4 teams again?**

A11: MTC does not have a pre-determined number of firms in mind for the bench.

**Q12: How much advance notice will a consultant be given regarding staff hours and workflow before the start date of a project?**

A12: Once projects are selected, MTC staff will contact consultants on the bench to assign work. Start dates will be negotiated with local jurisdictions and the consultants assigned to the work, but the expectation is that projects will start within a short period of time following the selection process.

**Q13: What are some lessons learned from the last Technical Assistance Program cycle?**

A13: Projects may run past the six-month timeline. Regional agency staff will continue to try to manage projects so that they finish on-time.

Teams should carefully consider which firm will serve in the prime consultant role. Prime consultants are not guaranteed work in the area of their firm's expertise on each project. Prime consultants should understand that their subconsultants may be selected to complete work based on the needs of local jurisdictions.

**Q14: Does every task order have a Disadvantaged Business Enterprise (DBE) requirement?**

A14: Every task order issued will be reviewed for subcontracting opportunities and where such opportunity exists, a DBE goal will be calculated and applied to that task order.

**Q15: If no DBE subconsultant is included in the original SOQ, may a prime add a DBE subconsultant in order to meet the DBE goal for a task order?**

A15: Yes.

**Q16: Are all forms required for both prime consultants and subconsultants?**

A16: No, only the prime consultant returns the completed forms.

**Q17: Does the 3 reference limit apply to the project team as a whole or the prime consultant?**

A17: Three references for the prime consultant are required as indicated in Section V.F, References, on page 5 of the RFQ. However, Section V.E, Similar Projects, on page 5 of the RFQ indicates that references must be included for each project included in this section.

**Q18: RFQ, Section II. AREAS OF CONSULTANT EXPERIENCE, page 2, paragraph one states that, "Consultant or firms within a Consultant team must meet all of the Minimum Qualifications..." Does this mean each individual firm within a Consultant team must meet all the Minimum Qualifications or that collectively the set of firms in a Consultant team can pool their qualifications to meet all requirements?**

A18: The Minimum Qualifications may be met collectively, and all evaluation criteria are applied to the SOQ by reviewing the prime and subconsultant's submitted qualifications.

**Q19: Section V. FORM OF STATEMENT OF QUALIFICATIONS, page 5, requests client contacts under Item E (Similar Projects) and Item F (References). Item F requests three references (with contact information) for previous experience. Presumably the references of previous experience for Item F would be the same as those already provided under Item E. Are the three references for Item F in addition to or the same as Item E? Or, is it the case that Item F should focus on current clients only, rather than completed projects?**

A19: Under Section E, proposers should include the reference information requested for each similar project listed in this section. Section F should include three references for the prime consultant submitting the Statement of Qualifications. References may overlap.

**Q20: Section V. FORM OF STATEMENT OF QUALIFICATIONS, page 6, Item G (Work Sample) requests work products for, "key members of the Consultant team..." How is key member defined: by firm or by individual? Is it the same as the lead staff designation discussed under the description of Minimum Qualifications (MQs)?**

A20: The work samples requested under Item G will be evaluated in relation to both firm and staff expertise and experience. The work samples may represent work completed by key members or by those designated at lead staff, either within the Consultant's firm or from or a subconsultant's firm. Key members for purposes of work samples and lead staff identified to the MQs may overlap, but do not have to be the same.

**Q21: APPENDIX C, MTC STANDARD CONSULTANT CONTRACT, ATTACHMENT E, Insurance and Financial Security (Bond) Provisions -- Item 5 in this attachment contradicts the requirements listed in the RFQ's APPENDIX C-1, INSURANCE REQUIREMENTS (the form to be submitted with proposals). The sample contract requires Errors and Omissions coverage of \$1,000,000 per claim, but the RFQ form specifies \$5,000,000 per claim. Which amount is correct?**

A21: Please see Addendum No. 1, item 3.

**Q22: APPENDIX C, MTC STANDARD CONSULTANT CONTRACT, ATTACHMENT E, Insurance and Financial Security (Bond) Provisions -- Item 4 covers Umbrella Insurance requirements above the specified limits for several policies. If a subcontractor already carries all of the required non-umbrella insurance policies with limits of liability that are \*each\* \$1 Million more than the MTC requirements, would this be acceptable in lieu of the separate \$1 Million Umbrella Insurance policy?**

A22: Please see Addendum No. 1, item 4. See also, Attachment E, subsection A, Minimum Coverages, page 26, for application of insurance requirements to subconsultants.

**Q23: APPENDIX C, MTC STANDARD CONSULTANT AGREEMENT, at Attachment E, Insurance and Financial Security Provisions, item 5. Errors and Omissions Professional Liability Insurance page 27, has parenthetical reference to personally identifiable information (PII) and cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage. What is PII? Does this apply to any projects and would a subcontractor have to have this coverage as well?**

A23: PII is any information that is collected or maintained by MTC or a consultant that identifies or describes a person or can be directly linked to a specific individual (please see APPENDIX C, Attachment G). Whether a project involves PII will be assessed at the time work is assigned. If a project involves PII, the insurance requirements apply to the prime. Please see Attachment E, subsection A, Minimum Coverages, page 26, for application of insurance requirements to subconsultants.

**Q24: Will MTC revise to the language in APPENDIX C, Article 9, INDEMNIFICATION?**

A24: Please see Addendum No. 1, item 1, which replaces Article 9, Indemnification. No further revisions will be accepted.

**Q25: Will MTC revise to the language in APPENDIX C, Article 11, OWNERSHIP OF WORK PRODUCT?**

A25: Please see Addendum No. 1, item 2.