



*Amy Rein Worth, Chair*  
Cities of Contra Costa County

*Dave Cortese, Vice Chair*  
Santa Clara County

*Alicia C. Aguirre*  
Cities of San Mateo 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

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacomini*  
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*  
California State  
Transportation Agency

*James P. Spering*  
Solano County and Cities

*Adrienne J. Tissier*  
San Mateo County

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Alis Bockelman*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations

August 12, 2014

**Addendum No. 1  
to  
Request for Proposals  
Regional Transportation Emergency Preparedness Support  
dated July 23, 2014**

Dear Consultant:

This letter is Addendum No. 1 to the Request for Proposals for Regional Transportation Emergency Preparedness Support dated July 23, 2014 (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, Section II, <u>Proposer Minimum Qualification</u> , Item 3, Page 2	3. The proposer must be able to provide a list of at least <del>10</del> 5 reference projects where they provided similar services within the last 5 years.
2.	RFP, Section III, <u>Scope of Work, Period of Performance, and Budget</u> , Item B, Page 2	MTC expects the work to commence on or about <del>November 1, 2014</del> <i>December 15, 2014</i> , and to be completed no later than <del>October 31, 2017</del> <i>December 14, 2017</i> .
3.	RFP, Section III, <u>Scope Of Work, Period of Performance, And Budget</u> , Item C, Page 2	MTC has budgeted approximately three hundred thousand dollars (\$300,000) for this effort in FY14-FY15. Additional funding will be available in future Fiscal Years (FY) subject to approval of future MTC budgets. Total funding for the three years of this contract is anticipated to be seven hundred thousand dollars (\$700,000), of which two hundred-fifty thousand dollars (\$250,000) shall be allocated to <del>task orders</del> <i>Task 3, Technical Advice and Task 4, Task Orders</i> .

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
4.	RFP, VII, <u>Form of Proposal</u> , F. <u>Qualifications and References</u> , Item 6 Page 7	6. Provide a list of <i>a minimum of five (5)</i> references (including references for subcontractors) and their <i>current</i> contact information.
5.	RFP, Appendix A, <u>Scope of Work</u> , Task 1.1, <u>Exercise Program and Schedule</u> , 3 <sup>rd</sup> Paragraph, Last sentence, Page 15	<i>Throughout the duration of the contract period</i> , Consultant shall attend all TRP meetings on a monthly basis, and provide administrative support <i>which will</i> <del>to</del> include but <i>is</i> not limited to note taking, <i>taking</i> meeting minutes, attendance tracking, and other administrative tasks as directed by the MTC Project Manager.
6.	RFP, Appendix A, <u>Scope of Work</u> , Task 1.2, <u>Assessment of Regional Emergency Plans and Conduct Seminar/Workshop</u> , 3rd Paragraph, Last sentence, Page 16	Consultant shall <del>assist with developing</del> <i>develop</i> a process for implementing recommendations in the regional plans that are reviewed.
7.	RFP, Appendix A <u>Scope of Work</u> , 1.3, <u>Tabletop Exercise or Workshop</u> , 4th Paragraph, First sentence, Page 17	Consultant shall conduct a tabletop exercise(s)/workshops(s) by providing <i>an exercise design team and</i> logistical and administrative support; including facilitators, controllers, evaluators, and subject matter experts, conduct “hotwash” session and collect participant feedback.
8.	RFP, Appendix A, <u>Scope of Work</u> , 1.3, <u>Tabletop Exercise or Workshop</u> , Fifth Paragraph, Page 18	<b>Deliverable 1.3.4: Catering for Tabletop Exercise or Workshop (estimate of 80 people)</b>
9.	RFP, Appendix A <u>Scope of Work</u> , 1.4, <u>Functional Exercise</u> , 2nd Paragraph, First Sentence, Page 18	Consultant shall <del>coordinate</del> <i>provide</i> an exercise design team that shall design the exercise plan, and manage and control the functional exercise.
10.	RFP, Appendix A, <u>Scope of Work</u> , 1.4, <u>Functional Exercise</u> , Seventh Paragraph, Page 19	<b>Deliverable 1.4.4: Catering for Functional Exercise (estimate of 80 people)</b>
11.	RFP, Appendix A, <u>Scope of Work</u> , 1.5, Regional Improvement Plan,	Consultant shall <del>assist with developing</del> <i>develop</i> a process for implementing the Regional Improvement Plan.

	Third Sentence, Page 20	
12.	RFP, Appendix A, <u>Scope of Work</u> , 1.5 <u>Regional Improvement Plan</u> , Last Sentence Before Deliverables, Page 20	Consultant shall develop the final plan to respond to comments as appropriate and shall present the plan at up to two TRP meetings <i>for final approval by the Project Manager.</i>
13.	RFP, Appendix A, <u>Scope of Work</u> , Task 2, <u>MTC Emergency Operations Plans (EOPs) Assessment &amp; Revision</u> , 5 <sup>th</sup> Paragraph, Page 21	The Consultant shall deliver the Draft EOP to the Project Manager for feedback and review, after which the Consultant shall incorporate feedback and deliver the Final EOP <i>for final approval by the Project Manager.</i>
14.	RFP, Appendix C, <u>MTC Standard Consultant Contract</u> , Attachment E, <u>Insurance and Financial Security (Bond) Provisions</u> , 4. <u>Umbrella Insurance</u> , Page 56	4. <u>Umbrella Insurance</u> in the amount of \$4,000,000 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 \$4,000,000 in coverage may be met by increased primary policy limits.</i>
15.	RFP, Appendix C-1, <u>Insurance Requirements</u>	Appendix C-1, <u>Insurance Requirements</u> , is deleted in its entirety and replaced with Appendix C-1, <u>Insurance Requirements, Revised.</u>

The remaining provisions of the RFP dated July 23, 2014 remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Questions and Answers is attached to this Addendum.

Any questions concerning this Addendum to the RFP should be directed to Noah Tunick, Project Manager, at (510) 817-5973 or ntunick@mtc.ca.gov.

Sincerely,



Andrew B. Premier  
Deputy Executive Director, Operations

AF: nt

**APPENDIX C-1, INSURANCE REQUIREMENTS**  
**REVISED**

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 (√)	<b>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.</b>
—	<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 and its 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.
—	<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.
—	<u>Umbrella Insurance</u> in the amount of \$4,000,000 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 \$4,000,000 in coverage may be met by increased primary policy limits.</i>
—	<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. 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.
—	<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.

MTC, 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.

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.**

## METROPOLITAN TRANSPORTATION COMMISSION

### RFP for Regional Transportation Emergency Preparedness Support, Dated July 23, 2014

#### Questions and Answers Document

##### Questions Received from Proposers' Conference held on July 31, 2014, and Other Questions Submitted

**Q1: Is there a DBE goal for the program?**

A1: There are no DBE requirements; however, MTC does encourage prime consultants to utilize DBE firms when possible.

**Q2: For the insurance requirements, are they for just the prime consultant?**

A2: See RFP, Appendix C MTC STANDARD CONSULTANT CONTRACT, Attachment E, Section 1. INSURANCE, A. Minimum Coverages, the Consultant is required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks.

**Q3: You're asking for an actual 'exercise'. Give an example of what you're looking for in an actual exercise? I've worked for a transit agency and we did an exercise of a bus evacuation on a bridge and people play different roles.**

A3: See RFP, Appendix A, Scope of Work, Section 1.3.

**Q4: Do we really need to have 10 exercises in the last 5 years? I don't think many other firms have completed that many exercises. If we don't have it, will we be disqualified?**

A4: No, they don't need to be all exercises. See RFP, Section II, Proposers Minimum Qualifications. See Addendum #1, Item #1. These projects are not required to be exercises.

**Q5: Are you considering doing separate awards or is this a single award?**

A5: This RFP will result in a single award.

**Q6: For the "10 previous exercises" requirement, is that only for prime or with the prime and sub combined?**

A6: This requirement applies to prime and subconsultant combined exercise experience.

**Q7: For the cost evaluation, do you have a standard formula you are using for that?**

A7: See RFP, Appendix B, Cost and Price Analysis Form.

**Q8: Is there a timeline for the tabletop and functional exercises?**

A8: Responses to the RFP should include a proposed timeline.

**Q9: Do you have any idea of the gap [time?] you would want between the exercises and workshops?**

A9: Please include a suggested timeline in your proposal.

**Q10: How many locations and participants for the different exercises?**

A10: MTC anticipates approximately 10 to 20 agencies, 10-15 locations, and 80-100 participants for the functional exercise.

**Q11: So, you anticipate a day for the exercises, but that could change based on the sessions?**

A11: Yes.

**Q12: In the RFP, Section VI, SUBMITTALS OF PROPOSALS, page 5 it states “Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.” Can you expand on what that means?**

A12: Within the proposal, more than one suggested work plan or teaming arrangement may be proposed.

**Q13: The TRP has a set number of meetings for exercise developments; can we assume those are the meetings that would be used for the exercise planning.**

A13: Yes.

**Q14: If there are two final planning meetings, is that to expand out what the normal HSEEP requirements would be?**

A14: No. It is to finalize and approve final exercise plans and documents.

**Q15: So, there are two meetings because of an attendance factor? To make sure everyone gets a chance to be there?**

A15: No. The two meetings are to provide feedback to the Consultant.

**Q16: You are considering the TRP to be the exercise planning team?**

A16: No. The TRP Steering Committee will work with the Consultant to define and develop the scenario; however, the Consultant is responsible for all other tasks to ensure a successful event.

**Q17: For the status meetings, are they going to be phone or video conference calls?**

A17: Status meetings will be held via phone conference calls.

**Q18: The monthly written reports capture those meetings along with everything else that’s going on?**

A18: Yes.

**Q19: One of the evaluation criteria is 20% for cost proposal, referring to Appendix B. When you do the cost analysis, are you just looking for whoever comes up to the least amounts? How are you going to be evaluating? Labor rates, effectiveness/use of staff?**

A19: Proposals will be evaluated for cost effectiveness.

**Q20: Just to be clear, is the \$250k for task orders that may be issued in the future year?**

A20: The \$250,000 task order budget is for Task 3, Technical Advice and Task 4, Task Orders and is available for the entire duration of the contract period. See Addendum #1, Item #1

**Q21: What if we can't provide enough sample work because they are all confidential?**

A21: Proposers should submit work products even if redacted. If sample work products do not provide sufficient detail to evaluate, another work sample will be requested.

**Q22: The tabletop exercise/workshop mentions 80 participants, is that 80 participants for each one?**

A22: Yes. It is anticipated that each tabletop exercise/workshop will have 80 participants.

**Q23: Is the date for the exceptions deadline the same deadline for additional questions?**

A23: Yes. All questions and request for exceptions and modifications should be submitted by the deadline.

**Q24: Is the order of operations identified in the SOW desired by MTC? Specifically, is MTC seeking an assessment of current plans prior to revision of the EOP?**

A24: No. MTC does not require Task 1.2 be completed before work has begun on Task 2.

**Q25: Task 3 and Task 4 are non-specific tasks and can include multiple undefined work assignments. A work plan, including a staffing plan, is to be developed for Appendix A – Scope of Work (page 6) and based on the tasks, the staffing plan and the Appendix A Scope of Work, a budget is to be provided for each task (page 8). If Tasks 3 and 4 are non-specific, does a proposer need to develop a work plan, staffing plan and budget for these tasks?**

A25: Proposers are not required to submit a work plan, staffing plan, and budget for Task 4. Task 3 will be on an ad-hoc Time and Materials basis; please provide hourly rates and staffing plan.

**Q26 A list of references is requested (page 7). How many references are required?**

A26: See Addendum #1, Item # 4.

**Q27: The Proposers minimum qualifications include 10 reference projects within the last five years. Do all 10 projects require a current point of contact, and if so, will these serve as the references?**

A27: No, a current point of contact is not required; however, please provide current contact information if available. Also, see Addendum #1, Item #1 for changes to the number of reference projects required.

**Q28: Based on Attachments A, A-1, A-2, and C to the "MTC Standard Consultant Contract" included in the RFP, it appears the base scope of work (Tasks 1 and 2) will be done on a Firm Fixed Price (FFP) basis, but any task orders (Task 4) may be FFP or Time and Materials. Please confirm that this is the intended cost structure for the contract.**

A28: Tasks 1 and 2 will be on a FFP basis. For Task 4, MTC will determine per Task Order if the cost structure will be Deliverables or Time and Materials.

**Q29: The insurance requirements in this opportunity are typically those found for large engineering firms and exceed the level of coverage that consultants and other qualified small businesses may have. We recommend considering:**

**Workers Compensation: \$500,000**

**Commercial General Liability: No Change**

**Business Automobile Insurance: No Change**

**Umbrella: \$1,000,000 in each occurrence, \$1,000,000 aggregate**

**Professional: No Change**

A29: No, this change is not acceptable.

**Q30: We recommend removing the requirement that Appendix B be submitted. Small businesses do not maintain cost accounting systems that identify specific information regarding overhead rates and may not be able to provide this. For those who do not maintain this information, is it acceptable to represent the total direct labor rate as an all-inclusive rate?**

A30: No, this change is not acceptable.

**Q31 : Page 32, Appendix C, MTC Standard Consultant Contract, Article 9, Indemnification, last line under “B”: Delete “.” after “same“ and insert “, but only to the extent that consultant is responsible under the foregoing indemnity obligation.”**

A31: This change is not acceptable.

**Q32: Page 52, Attachment C, Firm Fixed Price, D. Withheld Amounts and Final Payment: Delete.**

A32: This change is not acceptable.

**Q33: Page 56, Attachment E, 1. Insurance, A. Minimum Coverages, 4. Umbrella Insurance: Insert wording to the effect that the limits requirement can be satisfied with any combination of Primary and/or Excess policies.**

A33: See Addendum #1, Item 14.

**Q34: Page 57, Attachment E, 1. Insurance, D. Deductibles and Retentions: Delete last two sentences, “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.”**

A34: This change is not acceptable.

**Q35: Page 57, Attachment E, 1. Insurance, E. Claims Made Coverage: Replace “policy” with “certificate” under (1).**

A35: This change is not acceptable.

**Q36: Page 62, Appendix C-1, Insurance Requirements, 4<sup>th</sup> paragraph (starting with “Consultant shall be responsible...”): Delete last two sentences, “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.”**

A36: This change is not acceptable.

**Q37: Page 62, Appendix C-1, Insurance Requirements, last paragraph on page (starting with “If any insurance specified...”): Replace “policy” with “certificate” in the first line of 1.**

A37: This change is not acceptable.