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 Executive Director

ANDREW B. FREMIER  
 Deputy Executive Director

September 18, 2014

**Addendum No. 1**  
**to**  
**Request For Qualifications Bid Invitation (RFQBI)**  
**Freeway Service Patrol FY 2016**  
 Dated August 28, 2014

Dear Bidder:

This letter is Addendum No. 1 to the Request For Qualifications Bid Invitation (RFQBI) for Freeway Service Patrol FY 2016 - 2020, dated August 28, 2014. Deleted text is shown in strike-through format and added text is shown in *italicized* format. The RFQBI is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change(s)</u>	
1.	RFQBI, <u>Letter of Invitation, IX. Contractor Selection Timetable, Page 4</u>	<del>Tuesday</del> <i>Wednesday</i> , September 17, 2014 - 5:00 p.m.	Closing date/time for receipt of requests for clarification/exceptions
2.	RFQBI, <u>Letter of Invitation, Notice of Addenda and Requests for Clarification/Exceptions Page 2</u>	Any addenda to this RFQBI that may be issued by MTC SAFE will be posted at <a href="http://procurements.mtc.ca.gov/">http://procurements.mtc.ca.gov/</a> . It is the bidder's responsibility to check for addenda and questions and answers related to this RFQBI and comply with new or revised requirements that may be stated therein.  Any requests for clarification of or exceptions to RFQBI requirements must be received by MTC SAFE no later than <b>2:00 p.m. on <del>Friday, September 12, 2014</del> <i>Wednesday, September 17, 2014</i></b> to guarantee response or consideration.	
3.	RFQBI, <u>Title Page, date correction</u>	<del>September 2, 2014</del> <i>August 28, 2014</i>	
4.	RFQBI, II. <u>Bidder Requirements and Evaluation Process, Page 1</u>	<del>Jaime Maldonado</del> <i>Anika Jesi</i> , Project Manager MTC SAFE Joseph P. Bort MetroCenter 101 Eighth Street Oakland, CA 94607-4700	

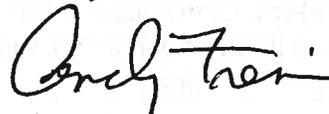
<u>Addendum Item</u>	<u>Reference</u>	<u>Change(s)</u>
5.	RFQBI, Appendix A, <u>Scope of Work III. Vehicles, A. Tow Trucks Only</u> , Page 19, revise third bulleted item	<ul style="list-style-type: none"> <li>• Boom (<i>expandable</i>) with a minimum static rating of 5,000 pounds</li> </ul>
6.	RFQBI, Appendix B, <u>Step 1: Qualification Requirements and Standard Proposal Documentation</u> , Form G, <u>Insurance</u> , Item 7, Page 40	Form G, <u>INSURANCE</u> , is deleted in its entirety and replaced with Form G, <u>INSURANCE, (Revised)</u> , as attached.
7.	RFQBI, Appendix D, <u>Sample Contract</u> , Section 10.0, <u>Insurance</u> , Page 76, reformat second paragraph	A. Minimum Limits of Insurance: CONTRACTOR shall obtain the following types of coverage with limits no less than:
8.	RFQBI, Appendix D, <u>Sample Contract</u> , Section 10.0, <u>Insurance</u> , Item 7, Page 77	(7) Umbrella insurance in the amount of <del>\$5,000,000</del> \$2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.
9.	RFQBI, Appendix D, <u>Sample Contract</u> , Section 10.0, <u>Insurance</u> , Page 77, reformat first paragraph	<del>(8)</del> B. Deductibles and Self-Insured Retentions: CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC SAFE. 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.
10.	RFQBI, Appendix D, <u>Sample Contract</u> , Section 10.0, <u>Insurance</u> , Page 77, reformat third paragraph	C. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

11.	RFQBI, Appendix D, <u>Sample Contract</u> , Section 10.0, <u>Insurance</u> , Page 77, add new Section D.	<i>D. Acceptable Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MTC SAFE.</i>
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The remaining provisions of the Request for Qualifications Bid Invitation, dated August 28, 2014 remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence. Questions and Answers related to this RFQBI are attached.

Any questions concerning this addendum to the RFQBI should be directed to Anika Jesi, FSP Project Manager, at (510) 817-5753 or [ajesi@mtc.ca.gov](mailto:ajesi@mtc.ca.gov).

Sincerely,



Andrew B. Fremier  
Deputy Executive Director

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J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\FSP FY 14-15\FY 2016 RFQBI Addendum 1 final.doc

**Form G INSURANCE (Revised)**

Each selected Contractor must have original insurance certificates and the required endorsements approved by MTC SAFE on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California.

Contractor acknowledgement to obtain and maintain, at its own expense, in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

	<b>Please certify by checking the boxes at left that required coverages will be provided before contract performance begins.</b>
Yes ( <input checked="" type="checkbox"/> )	A. <i>Minimum Limits of Insurance: CONTRACTOR shall obtain the following types of coverage with limits no less than:</i>
<input type="checkbox"/>	(1) Workers' Compensation insurance as required by the State of California with Statutory limits. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE;
<input type="checkbox"/>	(2) Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;
<input type="checkbox"/>	(3) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit). Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE;
<input type="checkbox"/>	(4) Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage;
<input type="checkbox"/>	(5) On-hook Insurance of at least \$80,000 per accident;
<input type="checkbox"/>	(6) Inland Marine Floater Insurance of at least \$10,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher; and
<input type="checkbox"/>	(7) Umbrella insurance in the amount of <del>\$5,000,000</del> \$2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.
<input type="checkbox"/>	<del>(8)</del> B. <i>Deductibles and Self-Insured Retentions: CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC SAFE. 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.</i>
	C. <i>Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:</i>

1. MTC SAFE, the California Highway Patrol (CHP), Caltrans, their Commissioners, directors, officers, employees and agents are to be covered as additional insured under the coverages specified herein Form G, as respects: general liability arising out of activities performed by or on behalf of CONTRACTOR; automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents. Any insurance or self-insurance maintained by MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. CONTRACTOR must notify MTC SAFE 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.

*D. Acceptable Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MTC SAFE.*

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above before contract performance begins.

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(Signature of Authorized Official)

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(Type/Write Name of Authorized Official)

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(Type or Write Name of Company)

**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 SAFE's attention no later than the closing date and time for requests for clarifications/exceptions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFQBI, compliance with the insurance requirements will be assumed.**

**September 18, 2014**  
**Requests for Qualifications Bid Invitation (RFQBI)**  
**For the Freeway Service Patrol FY 2016-2020**

**Questions & Answers:**  
**From Bidders' Conference held on September 9, 2014 and**  
**Clarifications/Exceptions received by September 17, 2014**

Q1	Do bidders have to submit a cashier's check that is good for 1 year from the procurement date?
A1	<i>Yes. Per the RFQBI, C. Step 3: Price Proposal on page 7, bidders must submit a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check that must not expire within a year from the date of the procurement. Cashiers checks with an expiration date of over a year will be accepted as well. MTC SAFE has become aware that cashier's checks issued by some banks are good for 7 years.</i>
Q2	Do the trucks that are being inspected under Step 2: Vehicle Inspections need to be FSP vehicles?
A2	<i>No, but they must be light duty tow trucks (not flatbed or pickup trucks).</i>
Q3	Are contractors allowed to have another location other than their primary office where they can store their trucks?
A3	<i>Yes, but the office must pass <u>Step 2: Inspections/Beat Determination</u> and must uphold all the same requirements as your primary location including staffing, office supply and time-to-beat requirements throughout the contract period. Bidders must list all office locations on Form E prior to submitting a bid, any locations other than those listed on Form E will not be accepted after submittal.</i>
Q4	Is having an A-Rated insurance company a requirement?
A4	<i>See Addendum No. 1, Item 11.</i>
Q5	Why were beats 24, 30, and 37 eliminated?
A5	<i>Analysis of the beats revealed that the FSP program no longer needs service in these areas.</i>
Q6	This procurement is called the FY 2016-2020 RFQBI, does this mean the contracts for this procurement start in 2016?
A6	<i>No, these dates reflect the Fiscal Year period that the contracts fall within. The contracts for this procurement will begin in June/July of 2015 and end June 30<sup>th</sup> of 2019.</i>

Q7	Do tow trucks need to be equipped with an expandable boom?
A7	<i>Yes, see RFQBI Addendum No. 1, Item 5.</i>
Q8	Where can potential bidders find bid information on the beats currently in service?
A8	<i>Interested bidders may review price proposals for contracts up for bid which are available in the MTC library, located on the 1<sup>st</sup> floor of the Metrocenter at 101 8<sup>th</sup> Street, in Oakland. Photocopies of the price proposals may be made in the library at the contractor's expense.</i>
Q9	If we list more than one office location or facility on Form E, will there be truck inspections conducted at each of these locations?
A9	<i>No, there will only be one vehicle inspection. However there will be site inspections of every office location or facility listed on Form E.</i>
Q10	In the RFQBI it states that trucks must be "staged, maintained, parked at the listed office in Form E," does this mean that FSP vehicle maintenance is required to take place at the listed office location as well?
A10	<i>No, trucks must be stored at the office location listed on Form E, but it is not required that the truck's maintenance is done at that location.</i>