



**METROPOLITAN
TRANSPORTATION
COMMISSION**

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**APRIL 15, 2015
ADDENDUM NO. 2
TO
REQUEST FOR PROPOSAL (RFP)
FOR FREIGHT EMISSIONS REDUCTION ACTION PLAN,
DATED MARCH 13, 2015, AS AMENDED MARCH 27, 2015**

Dear Consultant:

This letter is Addendum No. 2 to the Request for Proposal (RFP) for Freight Emissions Reduction Action Plan, dated March 13, 2015 as amended March 27, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

- Dave Cortese, Chair*
Santa Clara County
- Alicia C. Aguirre*
Cities of San Mateo County
- Tom Azumbrado*
U.S. Department of Housing
and Urban Development
- Jason Baker*
Cities of Santa Clara County
- Tom Bates*
Cities of Alameda County
- David Campos*
City and County of San Francisco
- 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*
Napa County and Cities
- Jake Mackenzie*
Sonoma County and Cities
- Julie Pierce*
Association of Bay Area Governments
- Bijan Sartipi*
California State
Transportation Agency
- Libby Schaaf*
Oakland Mayor's Appointee
- James P. Spering*
Solano County and Cities
- Adrienne J. Tissier*
San Mateo County
- Scott Wiener*
San Francisco Mayor's Appointee
- Amy Rein Worth*
Cities of Contra Costa County
- Steve Heminger*
Executive Director
- Alix Bockelman*
Deputy Executive Director, Policy
- Andrew B. Fremier*
Deputy Executive Director, Operations

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1.	RFP, Appendix D, MTC Standard Consultant Contract, Article 6 Termination, subarticle A	A. <u>Termination for Convenience</u> . MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 4% 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 4% 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONSULTANT shall be paid for hours worked, plus authorized expenses and reasonable termination costs, not to exceed the maximum amount payable under the terminated Task Order. If CONSULTANT has any property in its possession belonging to MTC, CONSULTANT will account for the same, and dispose of it in the manner MTC directs. Except as provided above, MTC shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

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 included in this Addendum, as well as MTC's response to Proposers' request to modify the standard contract.

Any questions concerning this addendum to the RFP should be directed to Ursula Vogler, Project Manager, at (510) 817-5785 or uvogler@mtc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Heminger for". The signature is written in a cursive, flowing style.

Steve Heminger
Executive Director

SH:UV

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**ADDENDUM NO. 2 DATED APRIL 10, 2015
QUESTIONS AND ANSWERS
FREIGHT EMISSIONS REDUCTION ACTION PLAN RFP,
DATED MARCH 13, 2015**

Q1. Are there any DBE requirements for this contract?

A1. There are no DBE requirements for this contract.

Q2. Can MTC clarify the scope of work listed under task 3 of the RFP?

A2. Yes, please see items 3 of Addendum No. 1.

Q3. Can MTC please clarify the required deliverables listed under task 3?

A3. Yes, please see item 4 of Addendum No. 1

Q4. Page 22 of the RFP, Appendix D, MTC Standard Consultant Contract, Article 6 termination, subarticle A states:

*A. **Termination for Convenience.** MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1%, plus reasonable termination costs, not to exceed the amount payable for such deliverables.*

Can MTC Clarify the reason for limiting profit to 1%? Will MTC consider reimbursing the Consultant the full profit assuming MTC has not terminated the contract due to the fault of consultant?

A4. The not to exceed profit reimbursement of 1% is set at the discretion of MTC. MTC will not consider reimbursement of full profit if the contract is terminated for convenience. Please see item 1 of this addendum, as the reimbursement percentage has been adjusted.

**ADDENDUM NO. 2 DATED APRIL 10, 2015
 REQUESTS FOR EXCEPTIONS
 FREIGHT EMISSIONS REDUCTION ACTION PLAN RFP,
 DATED MARCH 13, 2015, AS AMENDED MARCH 27, 2015**

RFP Reference	Request	Response
<p>Appendix D, MTC Standard Consultant Contract, Article 6 Termination, Page 22</p>	<p>Can MTC change the percentage for reimbursement of profit from 1% to 10%?</p> <p>A. Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1% 10%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1% 10%, plus reasonable termination costs, not to exceed the amount payable for such deliverables.</p>	<p>Please see item 1 of this Addendum.</p>
<p>Appendix D, MTC Standard Consultant Contract, Article 9 Indemnification, Page 24</p>	<p>Please add the text below to Article 9, Indemnification as subarticle C:</p> <p>C. Except for liability for death, bodily injury, damage to tangible or real property or intellectual property infringement caused by the negligence or willful misconduct of the CONSULTANT, the aggregate liability of the CONSULTANT under this Agreement shall not exceed the greater of the amount payable hereunder or the amount recovered under any applicable insurance coverage specified in this Agreement.</p>	<p>MTC does not agree to the addition of this language to Article 9, indemnification.</p>
<p>Appendix D, MTC Standard Consultant Contract, Article 9 Indemnification, Page 24</p>	<p>Please add the text below to Article 9, Indemnification as subarticle D:</p> <p>D. In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.</p>	<p>MTC does not agree to the addition of this language to Article 9, indemnification.</p>
<p>Appendix D, MTC Standard Consultant Contract, Appendix D-1 Insurance</p>	<p>Please delete the following section from the insurance requirements:</p> <p>Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONSULTANT's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONSULTANT shall reimburse</p>	<p>MTC agrees to delete this section from insurance requirements as it does not apply to the scope of work listed in the RFP.</p>

<p>Requirements, Page 51</p>	<p>MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.</p>	
<p>Appendix D, MTC Standard Consultant Contract, Appendix D-1 Insurance Requirements, Page 51</p>	<p>Please delete the following section from the insurance requirements:</p> <p>Contractors' Pollution Liability Insurance. Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONSULTANT disposes of Hazardous Materials under this Agreement, CONSULTANT shall designate the disposal site and provide a certificate of insurance from the disposal facility to MTC.</p> <p>CONSULTANT's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.</p>	<p>MTC agrees to delete this section from insurance requirements as it does not apply to the scope of work listed in the RFP.</p>