

December 29, 2016

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Traffic Engineering Consultant Services for Advanced Traffic

Management System – Intelligent Transportation Systems

PROPOSAL NUMBER: 167-0005-CN(RW)

PROPOSAL SUBMITTAL DATE IS: January 19, 2017 @ 3:00 P.M.

## **ADDENDUM NO. 1**

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

THE PROPOSAL SUBMITTAL DATE IS CHANGED TO: JANUARY 19, 2017 @ 3:00 P.M.

### **QUESTION 1:**

- We noticed that on page 14 of the RFP, there is a scope of services (for a general engineering servicestype contract) that seems incorrect or misplaced for this project. Can you please confirm that this is not a part of the project scope, and that the correct scope is only the items referenced on page 22 of the RFP?
- The RFP on page 14 (page 15 of the attached PDF) says the scope is a broad range of "Continuing Services" including architecture. Is this true or is this RFP just for a Traffic Engineering Consultant for ITS?
- On page 14 of 27 of the General Conditions for the Traffic Engineering Consultant Services for ATMS/ITS there are several services listed that do not appear necessary for the scope of this contract. Examples include Hazardous Waste and Solid Waste. Would you please clarify which of the listed services we should provide qualifications for in our submittal?
- The Scope of Work descriptions in Section B, Subsection 6 Information Package, B. Scope
  of Services is quite different than the more extensive Scope of Work shown in Section E, C. Scope of
  Work, 1. Services. Could you clarify which scope is the focus of the RFP?

# **ANSWER 1:**

There is the potential to use any one of the services described on page 14 of the RFP, Section B – General Conditions, 6.B to complete the scope of work described on pages 22-23, Section E – Scope of Work, C. It is the firm's responsibility to determine how it will respond. Proposers are encouraged to present experience and expertise for the disciplines at which they excel and will be evaluated accordingly. Proposers may also include subconsultants that are proficient in disciplines required for this contract.

## **QUESTION 2:**

- How many firms does the County intend to select for this contract?
- How many consultants will be selected for Traffic Engineering Consultant Services for Advanced Traffic Management System- Intelligent Transportation Systems?
- Could you clarify whether the County intends to award more than one contract under this RFP? At certain places, the RFP seems to imply the award of a single contract.

### ANSWER 2:

The number of firms to be awarded this contract is not known at this time.

167-0005-CN(RW) Page 2 of 4

### **QUESTION 3:**

a. RFQ page 15 states that the Standard Form (SF) 330-Part I and II are to be completed. Please confirm that the Standard Form (SF 330) is to be provided in its entirety in Tab 1.

b. Also, please confirm the resumes are included within the 50-page limit for Tab 1.

#### ANSWER 3:

- a. Refer to Page 14-15 of the RFP, Section B–7. Submittal Requirements-B. Tab 1, which states the following: Standard Form (SF) 330 Part I & II should be a maximum of 50 pages and fully completed as required by law. SF 330-Part II should be submitted for the prime and each subconsultant.
- b. SF 330, Part II Resumes of Key Personnel are included in the 50 page limit for Tab 1.

### **QUESTION 4:**

- Per the RFQ, page 14-Section 7 Submittal Requirements states, "the submittal shall be limited to one hundred (100) pages..."; page 15- Section 7b Tab 1-Standard Form (SF) 330- Part I and II states, "Should be a maximum of 50 pages...", as well as "Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages." Is the introduction tab included in the 100-page limitation?
- Under item B. of Section B, Subsection 7 Submittal Requirements, it states that Tab 1 and Tabs 2-6 shall
  not exceed 50 pages each. The Introduction Tab (Item A. in the same section) is not included in this page
  count. However, the 2nd to last paragraph on page 15 of 27 in the same Section, it states that the total
  page count cannot exceed 100 pages. Could you clarify whether the Introduction Tab pages are to be
  included in the 100-page limitation?

## **ANSWER 4:**

The entire submittal is limited to one hundred (100) pages; this limit includes Tab 1 through 6. Items within the Introduction Tab, Table of Contents and the tab divider pages are not included in the page limit.

#### **QUESTION 5:**

Please confirm that an 11"x17" page will be counted as one page.

#### ANSWER 5:

A 11x17 page will count as two (2) pages.

### **QUESTION 6**

Do we as the Prime, have to submit licenses and resumes and other information listed with our package for the subconsultants we plan on using, or do you require just the Prime's information at the time of submittal?

#### ANSWER 6

Refer to Page 14 of the RFP, Section B-7 Submittal Requirements, which states the following: The selection of the firms will be based on the information provided on the SF-330 forms and in the additional sections.

Firms shall include sufficient information and documentation about their projected team (prime and subconsultants) with the submittal for the County to review to ensure the team proposed contains all of the critical disciplines required.

# **QUESTION 7**

Would the County consider an extension of the RFP response due date from January 10 to January 31 in order to accommodate additional time needed, particularly if the answer to the first question indicates a single award?

## ANSWER 7:

The due date is changed to January 19, 2017 @ 3:00 p.m.

## **QUESTION 8**

Could you clarify how the County intends to evaluate the "overall performance of the firm relative to projects of similar size and scope" (See Section B, 3. Evaluation Criteria, Item b.5).

## **ANSWER 8**

Refer to Page 21 of the RFP, Section D – Vendor References, which requests information for local, commercial or governmental references that you have previously performed similar contract services for. All references will be

167-0005-CN(RW) Page **3** of **4** 

contacted by a County Designee via email, fax, mail, or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

### **QUESTION 9**

- a. Could you provide the value of the 'Volume of Work Previously Awarded by the County' as per the County Accounting Records that will be used in this evaluation?
- b. Could you clarify whether the 'Volume of Work Previously Awarded by the County' is only for the Prime contractor or be inclusive of the volume performed by all Team member organizations?

### **ANSWER 9**

a. A maximum of 50 points are allotted for this criteria based on CCNA Continuing contract value encumbered to a firm during the two (2) previous completed fiscal years through current date. The points are worth 5 percent of the 1,000 overall points available and are distributed as follows:

\$0 - \$200,000 - five (5%) percent of points available \$200,001 - \$400,000 - four (4%) percent of points available \$400,001 - 600,000 - three (3%) percent of points available \$600,001 - \$800,000 - two (2%) percent of points available \$800,001 - \$1,000,000 - one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

b. Only the prime consultant is eligible for the points granted for volume of work previously awarded by the County.

### **QUESTION 10**

- Within the Sample Agreement: In Clause 22, would the County consider providing notice and a "right to cure" period as oppose to immediate termination?
- Within the Sample Agreement: Would the County consider arbitration as a dispute resolution methodology in Section 11.2?

## ANSWER 10

The sample agreement is an example. The language in Clause 22 and Section 11.2 will not be changed.

### **QUESTION 11**

- a. Could you clarify whether the RFP response must include the Certificates of Insurance from the prime contractor only? Or must we also include those of subcontractors?
- b. Are these documents to be counted toward the 50 pages?

## **ANSWER 11**

- a. Only the prime consultant is required to submit an insurance certificate or acknowledgment from the carrier indicating upgrade availability with the submittal in accordance with the insurance requirements listed in Section C of the RFP.
- b. Yes

## **QUESTION 12**

Could you confirm that the provision of a renewal Certificate of Insurance would be acceptable upon expiration (versus the RFP-required "30 days prior the expiration")?

#### **ANSWER 12**

Refer to page 18 of the RFP, Section C – Limitation on Liability, Indemnification and Insurance Requirements which states: Renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed.

167-0005-CN(RW) Page **4** of **4** 

#### **QUESTION 13**

Could you clarify whether the statement "C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or *have any contractual relationship with the COUNTY*" (Section E - Sample Agreement, Section 2) does not include any other contracts held by the prime or any of its subcontractors with the County?

# **ANSWER 13**

This does not include other contracts awarded to a prime or subconsultants through a competitive process by the County.

#### **QUESTION 14**

Within the Sample Agreement: Can you confirm that Section 20 Indemnity is as to third party claims?

## **ANSWER 14**

Refer to the Page 9 of the Sample Agreement, Section 20 which states the following: the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 26 under Addendum No. 1 and return with completed proposal package.

Sincerely,

Candy Mancuso for JL Joseph Lauro, CPPO/CPPB

**Director of Purchasing**