

**Transportation Innovation Planning Study Request for
Proposals (RFP) Q & A**

The purpose of this document is to inform interested consultant(s) of questions received and responses by SJCOG staff that pertain to the RFP for Transportation Innovation Planning Study.

1. **Consultant:** *"Would you please provide a sample of the contract that will accompany this project, if we are selected? It's part of our internal review process to look it over prior to submitting."*
 - a. **SJCOG Response:** See Attachment A
2. **Consultant:** *"Please clarify how many copies of the RFP you would like to receive, and if it is in print form only."*
 - a. **SJCOG Response:** Per page 6 of Transportation Planning Study RFP, please provide "Five (5) hard copies and one (1) electronic copy of your proposal."
3. **Consultant:** *"I see that there is a 17.6% DBE goal, do you want us to submit Caltrans DBE forms (Exhibit 10-O1 & 10-O2). Would you like our cost proposal submitted on Exhibit 10-H1 along with Exhibit 10-K? If so, is there any other Caltrans forms you would like us to include?"*
 - a. **SJCOG Response:** No Caltrans DBE forms are needed at this time due to SJCOG not setting a DBE goal for SJCOG's Transportation Innovation Planning Study.
4. **Consultant:** *"Can you please confirm a question for the SJCOG Transportation Innovation Planning Study RFP. Will an example of the Public Output Sheet and Count Report be required to be submitted for this proposal? This language is on page 6 in the submittal requirements.*

3. Overview: *This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken in its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach. The consultant will provide an example of the output sheet and count report produced for each count location."*
 - a. **SJCOG Response:** Please ignore that request. "An example of the output sheet and count report produced for each count location" does not apply to this RFP and should have been removed.
5. **Consultant:** *"We have the following questions related to the Master Consultant Agreement ("Agreement"). Can you advise us if SJCOG is amenable to considering modification of the Agreement as described below, should "Consultant" be awarded a contract? And, should we submit these requested modifications with our proposal?"*
 - **Question 1 relative to SJCOG's sample Master Consultant Agreement:**
 - *Recitals. As a design professional, Consultant's professional liability insurance does not allow additional insured under any circumstance. As such, the policy bars any third-party, upfront defense. The policy will, however, reimburse indemnitees for those reasonable defense costs and expenses incurred as a result of it negligence as determined by a court of competent jurisdiction. Would SJCOG be amenable to modifying this language as follows upon contract award so that it aligns with Consultant's insurance coverage:*

Consultant agrees to indemnify, defend (upon request of SJCOG) and hold harmless SJCOG, its officers, agents and employees from any and all actions, causes of action, claims, demands, costs, liabilities, judgments, penalties, losses, damages and expenses of whatsoever kind and nature (including attorney's fees) for injuries to or death of any person or persons, or damage to property of third persons arising out of, pertaining to, or relating to the extent caused by the negligent acts, errors or omissions, recklessness, or willful misconduct of the Consultant, its subcontractors, subconsultants or agents, and their respective employees in the performance of the work to be provided pursuant to this Agreement. Notwithstanding the foregoing, Consultant has no obligation to defend or pay SJCOG's defense costs incurred prior to a final determination of liability as determined by a court of competent jurisdiction.
 - **Question 2 relative to SJCOG's sample Master Consultant Agreement**

XXV. Insurance

C. Professional Liability Insurance Consultant has a higher deductive for PL claims than what is stated in Article XXV, Section C.1. As a design professional, Consultant does not have a mechanism to secure a bond relative to Section D. Securing a lower deductible is not possible since deductible is in accordance with Consultant's annual policy. Consultant has sufficient assets to meet it's insurance deductible, would SJCOG accept financial statements in lieu of any bond requirement under this provision?

Consultant, at Consultant's own cost and expense, shall procure and maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

- 1. Any deductible or self-insured retention shall not exceed \$150,000 per claim.*

D. Deductibles and Self-Insured Retentions

Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of SJCOG's Project Manager, Consultant may increase such deductibles or self-insured retentions with respect to SJCOG, its officers, employees, agents, and volunteers. SJCOG may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them. As a design professional, it is not possible for Consultant to obtain a bond in this regard."

- a. **SJCOG Response:** Staff is allowed to answer questions that pertain to the RFP only. I would recommend submitting a proposal by the February 6th's deadline.*