



EXPOSITION LRT PROJECT PHASE 1
RFP XP8901-847
OFFERORS' QUESTIONS

SHEET: 1 OF 6
February 2, 2012

QUESTION	RESPONSE
Request for Proposal 1. In the pre-proposal meeting, a limit of 50 pages for the submittal was mentioned. Is this correct, and if so, how are the 50 pages to be divided amongst the three required proposal packages?	The 50 page limit applies to <u>Package B. Qualifications/Technical Proposal.</u> See Addendum 1 Request for Proposal
Request for Proposal 2. The RFP mentions forms for Debarment, Suspensions, and Other Responsibility Matters (Tab A-4) and Certifications of Restrictions on Lobbying (Tab A-5). However, these forms were not included in the RFP or Attachments A, B, and C. Where can we obtain these forms?	RFP Section 207 References Forms entitled <u>Debarment, Suspension & Other Responsibility Matters</u> and <u>Certifications of Restrictions on Lobbying.</u> These Forms are not required. See Addendum 1 Request for Proposal
Request for Proposal 3. Should subconsultants also complete the Certification of Restrictions on Lobbying (Tab A-5)?	See question 2. The Form <u>Certifications of Restrictions on Lobbying</u> is not required for the Prime or Subconsultants.
Request for Proposal 4. The RFP mentions using Form 60 for our Package C. Cost proposal, but this form was not included in the RFP or Attachments A, B, and C. Where can we obtain this form?	The Form 60 is provided as Exhibit 1 of Addendum 1.
Request for Proposal 5. Since the scope and extent of the claims are not established, are you looking for an order of magnitude estimate for these services?	Based on your experience and knowledge of similar contracts, estimate the services for a 12 month period.
Request for Proposal 6. Are consultants and subconsultants who previously worked for EXPO restricted from being a subconsultant on our team?	This depends on the capacity in which the proposed subconsultant previously worked. This issue must be resolved on an individual basis.
Request for Proposal 7. Has a budget been established for the contract?	At this time, the budget for year one of any resultant contract is \$500,000.
Request for Proposal 8. Please confirm if there are any binding requirements for the three proposal volumes to be submitted (i.e. spiral bound, etc.).	There are no binding requirements. Sections A and B may be submitted in one volume. Section C, <u>Cost</u> should be submitted in a separate sealed envelope clearly marked Cost Proposal RFP XP8901-847 Claims Administration Support
Request for Proposal 9. Should our copies of each of the three volumes be	See Question 8.



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<p>enclosed in their own sealed envelopes?</p>	
<p>Request for Proposal</p> <p>10. How many copies of each proposal volume must be submittal, and should any original copies be provided?</p>	<p>Submit one original and 6 copies of each section of complete proposal. Also submit the complete proposal on a disc.</p> <p>See Addendum 1 Request for Proposal</p>
<p>Request for Proposal</p> <p>11. Package C. Cost asks for a completed Form 60 including Unburdened Hourly Rates and Ranges, overhead rates and proposed fee rates. As a public company, our firm does not typically provide this information. Would our firm's proposal be considered non-compliant if it only included our proposed (burdened) hourly rates and ranges and did not break the costs down into the additional detail as requested in the proposal document and as included in a typical Form 60?</p>	<p>The proposal will be considered non-responsive if it includes only the proposed burdened rates.</p>
<p>Request for Proposal</p> <p>12. If the proposal was still considered compliant without inclusion of unburdened hourly rates and ranges and overhead rates, would this only impact the score associated with the cost section of the proposal?</p>	<p>Any proposal that does not include unburdened hourly rates and ranges, overhead rates and profit (fee) will be considered non-responsive and will not be considered for award.</p>
<p>Request for Proposal</p> <p>13. Also Form 60 was not included in the proposal documents? Is a Form 60 specifically generated for the Exposition Construction Authority available for download and if so can you provide a link?</p>	<p>See Question 4</p>
<p>Contract</p> <p>14. The RFP and Draft Contract indicate that the compensation under this Contract would be based on fully burdened labor rates with information provided on the direct cost, overhead, and proposed fee as identified on the MTA's Form 60. For purposes of this contract will the Authority accept a deviation for the fully burdened fixed labor rates by employee level without the cost, overhead and fee breakout?</p>	<p>See Questions 11 and 12.</p>
<p>Contract</p> <p>15. If fully burdened fixed labor rates by employee level without the cost, overhead, and fee breakout are acceptable, will the Authority waive the "Audit Rights" provision (at Item 5 to Form 60)?</p>	<p>See Questions 11 and 12.</p>
<p>Contract</p> <p>16. The SOW indicates at Section E.2.d that overtime will only be compensated at "straight time direct hourly rate for the employee with no allowance for overhead and fee" but the model Contract does not include this</p>	<p>As indicated in the draft contract the Scope of Work will be an attachment to the final contract and as such will be binding.</p>

<p>language. Will the SOW overtime provision be applicable under the Contract for this RFP?</p>	
<p>Contract 17. Please provide further information or specifics on what type of documentation the Authority requires under Section 20 of the model Contract, "Financial Conditions" pre-award and for the "Annual Submittals".</p>	<p>Proposer should provide 2009 and 2010 yearend financial statements and back-up documentation to support the proposed home office overhead rates included in the cost proposal. These documents should be submitted as part of Section A. The successful proposer will be required to provide current payrolls to substantiate the proposed unburdened rates.</p> <p>Annual submittals will be on an as-requested basis.</p>
<p>Contract 18. Section 12 of the model Contract, entitled "Hold Harmless", provides for one way indemnities by Consultant in favor of the Authority. Will the Authority change the Contract so that the indemnities are reciprocal between the Consultant and the Authority, such that the Authority has to indemnify the Consultant for claims brought against the Consultant, unless caused by the gross negligence or willful misconduct of the Consultant? This comment applies to both Sections 12.A and 12.B.</p>	<p>Requested Change Not Approved</p>
<p>Contract 19. Section 12.D of the model Contract refers to additional indemnities under Section 11B and Section 25 of the Agreement, please identify what language is included in these paragraphs that relates to additional indemnities.</p>	<p>In Section 12.D of the draft Contract correct the cross references to additional indemnities from Section 11 B to Section 10 B and Section 25 to Section 23.</p> <p>See Addendum 1 Contract</p>
<p>Contract 20. If the Authority will grant reciprocal indemnities under Sections 12.A and 12.B of the model Contract then Section 13 should be removed to be consistent with the request for reciprocal indemnities.</p>	<p>See response to Question 18.</p>
<p>Contract 21. Section 14.A.1 of the model Contract-Will the Authority agree to a deviation or change in the Contract which removes the last sentence of this section which reads: "The policy shall include a waiver of the insurer's right of subrogation against the Authority."?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>
<p>Contract 22. Section 14.A.2.(d) of the model Contract - Will the Authority agree to a deviation or change in the contract which removes the first two words "broad form" from this section of the Contract?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>



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<p>Contract 23. Section 14.A.4 of the model Contract- Will the Authority agree to a deviation or change in the contract which removes the phrase “be endorsed to include defense of the Authority and Metro for vicarious liabilities arising out of the consultant’s professional services, and shall”?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>
<p>Contract 24. Section 14.A.4 of the model Contract - Will the Authority agree to a deviation or change in the contract in the last sentence on Page 14 of this section to change the “Coverage of professional liabilities” from five years to three years?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>
<p>Contract 25. Section 14.A.4 of the model Contract - Will the Authority agree to a deviation or change in the contract which removes the language on page 15 starting with “If requested by the Authority...” to the end of that section?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>
<p>Contract 26. Section 14.B of the model Contract - Will the Authority agree to a deviation or change in the contract which removes the words “unconditional” and “of the insurers”- so that it reads “shall include agreement to provide”?</p>	<p>See Addendum 1-Contract for revised Insurance requirements</p>
<p>Contract 27. Section 14.C of the model Contract - Will the Authority agree to a deviation or change in the contract in the last sentence of this section to replace the last sentence with the following, “Consultant is responsible for maintaining insurance at all times.”?</p>	<p>See Addendum 1 –Contract for revised Insurance requirements</p>
<p>Contract 28. Section 7.E Modify as shown:</p> <p><u>Final Payment</u> -- The Consultant agrees that its right to receive the final payment pursuant to this Agreement is contingent upon submittal of all deliverables required hereunder to the satisfaction and approval of the Authority. If the Authority fails to approve any or all such deliverables, the Consultant shall revise the deliverables to Authority’s <u>reasonable</u> satisfaction and approval, at no additional expense to Authority. The Authority shall have the right to withhold, in its sole <u>reasonable</u> discretion, any or all of the Consultant’s final payment until Authority approves all of Consultant’s deliverables.</p>	<p>Acceptable, with the following changes:</p> <p><u>Final Payment</u> -- The Consultant agrees that its right to receive the final payment pursuant to this Agreement is contingent upon submittal of all deliverables required hereunder to the satisfaction and approval of the Authority. If the Authority fails to approve any or all such deliverables, the Consultant shall revise the deliverables <u>as reasonably requested by</u> to Authority’s <u>reasonable satisfaction and approval</u>, at no additional expense to Authority. The Authority shall have the right to withhold, in its sole <u>reasonable</u> discretion, <u>such amount as the Authority deems appropriate from any or all of</u> the Consultant’s final payment until Authority approves all of Consultant’s</p>



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	<p>deliverables.</p> <p>See Addendum 1-Contract</p>
<p>Contract 29. Section 10.A Modify as shown:</p> <p><u>Ownership of the Plans</u> -- (1) All reports, studies, and other documents or instruments of service prepared or obtained by the Consultant in the course of performing Work under this Agreement shall be delivered to and, <u>with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, shall</u> be the property of the Authority. The Consultant and its subcontractors shall convey and transfer all copyrightable interests in such documents and instruments to the Authority upon completion of all services under this Agreement and upon payment in full of all compensation due to the Consultant in accordance with the terms of this Agreement. Basic analysis, sketches, charts, computations and similar data prepared or obtained by the Consultant under this Agreement shall, upon request, also be made available to the Authority.</p>	<p>Acceptable, with the following changes:</p> <p><u>Ownership of the Plans</u> -- (1) All reports, studies, and other documents or instruments of service prepared or obtained by the Consultant in the course of performing Work under this Agreement shall be delivered to and, <u>with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, shall</u> be the property of the Authority. The Consultant and its subcontractors shall convey and transfer all copyrightable interests in such documents and instruments to the Authority upon completion of all services under this Agreement and upon payment in full of all compensation due to the Consultant in accordance with the terms of this Agreement. <u>The foregoing shall not be construed to require Consultant to transfer ownership to Authority of any intellectual property rights developed prior to the date of this Agreement; instead Consultant shall grant to the Authority a non-exclusive, irrevocable license with respect to any such intellectual property as necessary to allow the Authority the benefits of ownership of the of the items described above.</u> Basic analysis, sketches, charts, computations and similar data prepared or obtained by the Consultant under this Agreement shall, upon request, also be made available to the Authority.</p> <p>See Addendum 1-Contract</p>
<p>Contract 30. Modify Section 34 as shown:</p> <p>The entering into of the Agreement by the Authority is subject to its receipt of State, local, or Federal funds adequate to carry out</p>	<p>This paragraph is deleted in its entirety and replaced with the following:</p> <p><u>Funding for this Agreement is subject to the</u></p>



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the provisions of the Agreement in full. In the event Authority does not receive funds adequate to carry out the provisions of the Agreement in full, Consultant shall be relieved from any further liability to perform work under this Agreement.

Authority's Board of Directors approval of its annual budget. If this Contract is terminated due to the non-authorization of funds, Consultant shall be entitled to compensation only for Work performed for which funds were authorized.

See Addendum 1-Contract