

REQUEST FOR PROPOSAL FOR CONSULTING SERVICES

EVACUATION AND TRANSPORTATION RESLIENCY PLAN FOR PLACER COUNTY

Addendum #1: February 21, 2025

RFP Questions and Answers

Addendum #1 responds to questions and requests for clarifications and exceptions by prospective proposers to the above-referenced RFP through February 14, 2025. A total of 26 questions and requests for clarifications and exceptions were received. These were answered in the order they were received. Several questions and requests for clarifications and exceptions are duplicative. Several changes to PCTPA's sample Master Agreement language have been proposed. These proposed changes to original language are shown in red font.

Please review the responses carefully and consider Addendum #1 as an integral part of the referenced RFP as you prepare your proposal.

- Q: Section 4.7 References: Please confirm that we must provide at least three reference projects/client information for three projects for Prime and three separate references for each subconsultant firm?
- A: Please submit three references for the prime consultant firm and three references for each subconsultant firm.
- Q: For Task 4, will PCTPA and OES lead the outreach for the meetings identified, or is it expected that the Consultant will lead/attend the 30 planned meetings?
- A: Generally, outreach will be a collaborative effort between PCTPA, OES, and the consultant team. PCTPA and Placer County OES will be present at and facilitate Stakeholder and Committee outreach meetings. The consultant will organize, schedule, and prepare meeting agendas for all outreach meetings. The consultant should plan to attend all outreach meetings and be prepared to present technical information as needed.
- Q: Can PCTPA confirm that the consultant budget is \$600,000? The information shared during the pre-proposal office hours indicated a total cost of \$730,000.

- A: The total project cost presented at the Office Hours sessions was \$730,000. At that time, the breakdown between consultant and PCTPA/OES staff costs had not been finalized. The budget established for the Consultant contract in the RFP is a not-to-exceed \$600,000.
- Q. Adjust Section 15 (Termination), subsection d (3), language to read: "PCTPA shall pay Contractor for work actually performed up to and including the effective date of the notice of termination."
- A. PCTPA will accept this proposed change to the sample Master Agreement.
- Q: Per Master Agreement Section 25 (Minimum Insurance Requirements): our insurance policies are confidential, typically a Certificate of Insurance is sufficient evidence of the required insurance coverage? Adjust Section 25, subsection e, language to read: "Upon request by PCTPA, Consultant shall immediately furnish a Certificate of Insurance evidencing the policies required hereunder" (i.e., a certificate of insurance rather than the complete copy of the policy).
- A. As a reminder, the consulting team proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement or indicate which provisions will require amendment(s) during contract negotiations. Please note, Section 25, subsection d, already requires the Consultant to furnish to PCTPA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to PCTPA, substantiating the required coverages and limits set forth in the sample Master Agreement. An amendment to Section 25, subsection e, will be considered during PCTPA-consultant contract negotiations. Please note, PCTPA reserves the right to reject or accept any part, or all parts of any or all proposed amendments, whichever is in the best interest of PCTPA.
- Q. Adjust Section 31 (Indemnification) language to read: "...including reasonable attorneys' fees and costs, damages, and liabilities to the extent arising out of or in any way connected with the performance of this Agreement..."
- A. As a reminder, the consulting team proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement or indicate which provisions will require amendment(s) during contract negotiations. An amendment to Section 31 will be considered during PCTPA-consultant contract negotiations. Please note, PCTPA reserves the right to reject or accept any part, or all parts of any or all proposed exceptions, whichever is in the best interest of PCTPA.
- Q: As written, the Agency's indemnification provision is overly broad and subjects the Contractor to liability that may exceed the parameters of its insurance coverage. Would the Agency consider the following modifications to Section 32 31 of the Agency's Master Agreement upon any contract award. PCTPA has agreed to these modifications previously:

32. 31. Indemnification.

Contractor specifically agrees to indemnify, defend, and hold harmless Agency, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including

reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the negligent performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by Agency in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement. To the extent, Contractor meets the definition of "design professional" under Cal. Civ. Code § 2782.8, Contractor's indemnification and defense obligations are limited herein in accordance with the statute.

- A. Please note that Indemnification in the sample Master Agreement is under Section 31 and not Section 32 as noted in the comment. As a reminder, the consulting team proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement or indicate which provisions will require amendment(s) during contract negotiations. An amendment to Section 31: Indemnification will be considered during PCTPA-consultant contract negotiations. Please note, PCTPA reserves the right to reject or accept any part, or all parts of any or all proposed amendments, whichever is in the best interest of PCTPA.
- Q. Adjust Section 32 (Ownership of Documents; Permission), subsection a, language to read: "Subject only to Owner's obligation to pay the fee and perform all other obligations hereunder, Contractor agrees that all work products..."
- A. As a reminder, the consulting team proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement or indicate which provisions will require amendment(s) during contract negotiations. An amendment to Section 32, subsection a, will be considered during PCTPA-consultant contract negotiations. Please note, PCTPA reserves the right to reject or accept any part, or all parts of any or all proposed exceptions, whichever is in the best interest of PCTPA.
- Q. Addition of new Section 47 to read: "Limitation of Liability: Neither Consultant nor PCTPA will be liable to the other for loss of profits or revenue, loss of use or other opportunity, loss of goodwill or other consequential, incidental, indirect, exemplary, or punitive damages."
- A. As a reminder, the consulting team proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement or indicate which provisions will require amendment(s) during contract negotiations. An amendment to add a new Section 47 will be considered during PCTPA-consultant contract negotiations. Please note, PCTPA reserves the right to reject or accept any part, or all parts of any or all proposed exceptions, whichever is in the best interest of PCTPA.
- Q. Please clarify the PCTPA's and consulting team's role in forming the Project Development Team (PDT). For example, in the RFP under the Project Summary description it states that the Consulting Team will form the PDT, but it does not state this under the Scope of Work/Task 3 PDT description. Is it correct to assume that PCTPA anticipates that the Consulting Team will form the PDT, or will this be a collaborative effort with the Consulting

Team supporting the PCTPA in the PDT's formation? We ask for clarification because in our experience with similar efforts, it has proven more effective for clients to lead or drive the formation of these types of Committees.

- A. PCTPA and Placer County OES and the consulting team will form the Project Development Team (PDT). PDT formation will be a collaborative effort between the three parties. The consultant team's role in forming the PDT is to provide PCTPA and OES guidance in identifying key members; identifying potential gaps in expertise; outlining goals, roles, and guidelines for the PDT; and ensuring its overall composition and purpose aligns with the project's objectives and needs.
- Q. Please clarify whether staff standard (fully loaded) hourly billing rates and the firm overhead rate will suffice or if audited rate detailed breakdown is necessary (i.e., base hourly rate, overhead, fringe, profit). The RFP states that proposed project budget costs shall be segregated to show hours for each person, rates, and classifications, and administrative overhead.
- A. The consultant team cost proposal should reflect audited rates.

Q. Is a digital signature considered "original" per the RFP?

A. Wet or digital signatures are considered "original" and acceptable on all pages requiring a signature.

Q. Do you need five separate sealed envelopes with the cost proposal?

A. To be considered responsive the consultant team must submit five (5) hard copies of the cost proposal in one (1) separate sealed envelope.

Q. Does page limit include front-and-back printing?

A. The page limit is 25 pages of content. Covers, divider pages and all forms/exhibits are not included in the page count limitation. In addition, the consultant team transmittal letter will not count against the page limitation.

Q. Appendix: Should we include resumes for project managers and task leads, or should we include all staff assigned to the project?

A. Resumes should be included for all team members, including subconsultants, assigned to the project.

Q. Reference Projects: At least three projects are required. Can we include more in an appendix?

A. The consultant team can provide additional references for similar planning work in the proposal's appendix.

Q. 4.0 Proposal Format and Requirements. Please confirm that the limit is 25-single sided pages.

A. The page limit is 25 pages of content.

- Q. Task 2 Community Based Organization and Tribal Outreach: Can you please confirm that PCTPA (and not the consultant) will conduct outreach to CBOs and Tribes?
- A. Generally, outreach will be a collaborative effort between PCTPA, OES, and the consultant team. PCTPA and Placer County OES will be present at and facilitate Community Based Organization and Tribal outreach meetings. The consultant will organize, schedule, and prepare meeting agendas for all Community Based Organization and Tribal outreach meetings. The consultant should plan to attend all outreach meetings and be prepared to present technical information as needed and take comments received.
- Q. Task 2 Project Webpage: The RFP states that PCTPA and Placer County will each host webpages. Can you please confirm that PCTPA and not the consultant is responsible for development of website content?
- A. Project webpage development will be a collaborative effort between the consultant team PCTPA, and OES. The project webpage will be hosted on PCTPA and OES websites. The consultant team will function as the subject matter expert and be responsible for preparing and guiding development of webpage content. This process includes strategizing content creation, ensuring accuracy, relevance, and that the content is effective, aligned with the overall outreach strategy, and optimized for search engines.
- Q. Task 3 Project Development Team: Could you please confirm that that PCTPA and not the consultant will be responsible for organizing and coordinating meetings of the Project Development Team?
- A. PCTPA and OES and the consulting team will form the Project Development Team (PDT). PDT formation will be a collaborative effort between the three parties. The consultant team's role in forming the PDT is to provide PCTPA and OES guidance in identifying key members; identifying potential gaps in expertise; outlining goals, roles, and guidelines for the PDT; and ensuring its overall composition and purpose aligns with the project's objectives and needs.
- Q. Task 4 Stakeholder and Committee Outreach: The RFP states that PCTPA and Placer County OES will be present at meetings with governing boards. Should the consultant team assume consultant staff would be present at these meetings as well? And can you please clarify if the Consultant team would be responsible for preparing the draft and final presentation files?
- A. Generally, governing Board presentations will be a collaborative effort between PCTPA and OES, with consultant team assistance. The consultant will prepare draft and final presentations for all governing Board meetings. As part of the proposal, the assumption should be that the consultant will attend all governing Board meetings. This assumption will be refined during the planning process in advance of governing Board meeting dates. The consultant's role at the governing Board meetings will be to present technical information in conjunction with PCTPA and OES and take comments received and incorporate them into the final document as appropriate.
- Q. Task 5 Data Analysis and Modeling: Could you please clarify the subtasks and deliverables in Task 5? The task description focuses on modeling and scenario planning to

understand evacuation network capacity and safety challenges, but the deliverables mention "the development of infrastructure requirements and design specifications for microgrids, charging stations, water distribution, cooling centers, and other resources." We assume this is a mistake and it intended to be included as part of the Resilience Hubs report in Task 6. Can you please confirm if our understanding is correct?

- A. The commentor is correct. The development of infrastructure requirements and design specifications currently identified under Task 5 should be developed and included as part of Task 6.
- Q. Task 6 Implementation Plan, Documentation and Reporting: This subtask asks to "maintain comprehensive documentation of the implementation process. Provide regular reports ... on progress, challenges, and achievements." Our understanding is that the ETRP focuses on developing a resiliency plan, and any project implementation will take place after planning is complete. Please clarify if this subtask is requesting the development of a documentation and reporting *process* that will be included within the Implementation Plan, rather than documenting progress on implementation itself.
- A. The commentor is correct. The intent is to develop a documentation and reporting process that will be included in the Implementation Plan. The subtask is not intended to document implementation progress.
- Q. Example Master Agreement, Item 7 Reporting and Payment, paragraph b.: We understand that invoices shall include time, date, personnel, hours, and work of percent completed. Must staff billing rates also be included in each invoice?
- A. Consultant team invoices should include a schedule of the breakdown of personnel hourly rates that meets the audited rate detail requirement, and include the following:
 - Billing Summary by task
 - Project Budget by task
 - Personnel Hourly Rate Schedule
 - Progress Report
- Q. Would the County accept electronic signatures (e.g., via DocuSign, Adobe Sign) in place of original, handwritten signatures for this proposal?
- A. Wet or digital signatures are considered "original" and acceptable on all pages requiring a signature.
- Q. Would the County permit supplemental graphics or exhibits to be included as appendices to the proposal, and confirm that these materials would be excluded from the total page count?
- A. All forms/exhibits, including supplemental graphics, can be included in the proposal's appendix, and are not included in the page count limitation.