

Cal ITP Questions & Responses - Date Version - Monday, October 22, 2018

#	Document Section	Document Clause	Question	Response
1	RFSOQ Intro	A. Service Description	It is understood that the winning CONSULTANT will not be eligible to bid on future procurements for Cal-ITP. However does this also exclude sub-consultants identified in the proposal? If so, does it exclude them on an individual basis or does it apply to their employer and all the employer's employees? If sub-consultants are suitably shielded from Consultant's procurement activities (i.e. they are not involved in them in any way) may they or their employers participate in future procurements?	Q1: Yes. It is very likely, but it will depend upon the facts. The basic prohibition is that we cannot contract going forward with someone who has being involved in "the making of the contract". Hence, a sub-consultant that is defining the scope and essential elements of a successor agreement could be found to be involved in the "making of the contract." Q2: Again, while it depends largely upon the facts, if a "taint" applies to one individual of the firm, it will generally be presumed that all members of the firm shared in the relevant information. Hence, the taint will apply to everyone in the company. Q3: It depends upon how you "shielded" an employee from a consultant's procurement activities. It will generally be presumed that an employee's knowledge is available to the employer.
2	Attachment A, Scope of Services	1. Introduction	It is understood that the winning CONSULTANT will not be eligible to bid on future procurements for Cal-ITP. If sub-consultants identified in our proposal ultimately are not employed on Consultant's team (e.g. a Work Directive does not require their particular skills), or they leave the team after a certain time, may they or their employers participate in future procurements issued by Consultant on behalf of Cal-ITP?	Like the answers above, this will be driven by the facts. However, there will be a presumption that the information within a company can be accessed by everyone in the company. Whether they are in a separate team may not be regally relevant as long as they continue employment with that same employer.
3	Attachment B, Sample Agreement	Recitals 1	Cal-ITP was awarded \$27 from TIRCP funds, which are dependent on SB1 funds. This would require Proposition 6 being rejected by voters on the November ballot. If Proposition 6 succeeds, and the TIRCP funds are no longer available, to what extent will Cal-ITP be funded after the initial \$6m received by CCJPA is exhausted?	The TIRCP award is funded from both SB1 (58%) and Cap & Trade (42%) funding sources. Transportation funding in California is highly complex and well summarized here: https://lao.ca.gov/Publications/Report/3688 - The information shown on the referenced webpage shows the SB1 funded program. TIRCP is also funded through the Cap and Trade Program's auction proceeds and its Greenhouse Gas Reduction Fund. The Cap-and-Trade Program is one of many programs developed under AB 32 to fight climate change and this is not subject to repeal under the Yes of Proposition 6 ballot initiative. The \$27.34M for CalITP comes from TIRCP funding from both SB1 and GGRF sources. At this point we can only speculate about how TIRCP awards would be affected if SB1 was repealed but there is no question that the Cap and Trade program remains in either situation. Other on-going state funds are also available for advancement of intercity passenger rail goals beyond these two sources, and intercity passenger rail is a major beneficiary of the efforts towards integrated travel. Cal ITP is a major priority of the State, and so there are indications that the progression of Cal ITP has a strong future.
4	Attachment B, Sample Agreement	3.1 Compensation, F. Compensation Limits, 2.	Observation: The first fact states 'professional services for the on-call railroad planning services...'	The Attachment B is just an example and when a final contract is developed it will be modified into an accurate form for this contract.
5	Attachment C, Provisional Cost Reimbursement and Rate	Section III B2, Reimbursement on a Time & Materials Basis	Compensation limit states \$1m. Should be \$3m.	The Attachment C is just an example and when a final contract is developed it will be modified into an accurate form for this contract.
6	Attachment D1, Sec.A Sub Section 4 & 6	Company Background	"Total compensation for sub-consultant labor will not exceed, in aggregate, \$100,000 per CONSULTANT fiscal year". Regarding the word 'aggregate' this suggest that, if Consultant has five sub-consultants, then compensation for ALL sub-consultants shall not exceed \$100k, or is this per sub-consultant?	We did not find this reference in the Attachment D1 as identified but we did find this language in the PROVISIONAL COST REIMBURSEMENT AND RATE AGREEMENT (Attachment C) Section III, B, 1 & 2. In this contract the CCJPA will waive this clause. It is being used in an example agreement and we will tailor the specific language to be appropriate to the needs of Cal ITP. If there is another question specific to the referenced area, please identify in a future question.

7	RFSOQ Section K	Conflict of Interest Review	Both sub-sections direct proposer to submit information on a "separate sheet". Should these sheets be collated in line with the attachment or can they included in an appendix?	These can be included as an appendix an the appendix referenced in the body of the response document and that would be a preference to keep focus on the core message of the SOQ.
8	Attachment D	Section 3 - Basis For Direct Labor Cost Reimbursement	This section states that CCJPA will be conducting a review during the evaluations. What are the criteria for the review?	CCJPA will evaluate the proposals and make a decision based on the best combination of service and cost. At that point we could review the potential consultant's cost data to verify its accuracy and compliance with the RFSOQ and FAR. Assuming the proposer provided actual cost data, negotiation of costs (not including fee) would probably be limited to treatment of any costs the review found to not be in compliance with the RFSOQ and/or FAR.
9	Attachment D-1 Sections B & C	Cost Principles & Description of Cost Accumulation & Billing Priciples	In the table capturing "Consultant Salary Ranges", what is the desired lexicon to be used to identify the "Grade of the Consultant"	There is no defined requirement from CCJPA but we are used to seeing gradations at the top starting with PRINCIPAL, SENIOR, ASSOCIATE, ASSISTANT in that ranking order. We would rather defer to a company's particular terminology and can infer from the relative rate basis and similarity of wording as to the grade of the consultant position.
10	General	During Pre-Bid	Throughout these sections, there are a number of inquiries regarding submitter company policies. Would it be appropriate to include Company Handbook/Policy Guidelines in an appendix and include references within the Attachment D?	That method is acceptable as long as there are direct call outs to references in Attachment D but with much of Attachment D just needing a particular answer or value, including responses on Attachment D is preferred.
11	General	During Pre-Bid	Do you have a preferred vision of how many FTEs the "core" full-time team should be? And which of the 19 items in the scope to you envision would be procured out?	CCJPA or the Cal ITP Steering Committee does not hold a definitive vision of how many FTEs may be required for the full time team and does believe a range of FTE can be defended. It is rather up to the proposed TEAM leadership to present a reasoned approach to this work and that is embedded in the Approach criteria. As to what in the 19 scope items would be procured out, this again is case by case and subject to the expertise brought with the TEAM under this procurement. As an example, establishing and hosting a data repository system designed to house trip planning and fare data is not expected to be a role that "staff" would normally play but rather they "staff" may design the parameters for that in a procurement document. Another example, that of researching and developing a business case - this may or may not be a task housed internally to the TEAM and could be procured or done in house with the prime and/or sub consultant. There is no definitive answer in that situation. The pros and cons given the TEAM and considering the value of an in-house team developing that OR an in-house team providing a procurement document and good oversight of a procured and dedicated external firm would have to be evaluated.
12	General	During Pre-Bid	Can you provide more information about "firm experience"? Many of these projects are new and involve expertise from around the world	As mentioned in the RFSOQ, we do not expect that any one firm will have the full experience necessary to complete all aspects of what Cal ITP would seemingly involve. CCJPA nor CalISTA have performed a market search across the world for the firms that may best have the experience for the many angles of work involved nor would we be permitted to name any such firms in the course of issuing this RFSOQ. We do believe that through the RFSOQ process and how teams may be formed over the course of responding to this RFSOQ that suitable teams can respond to this RFSOQ. We acknowledge in the RFSOQ that there would be some incomplete aspects of perhaps any team that is formed and that this condition is okay. What we are seeking in the criteria is that there are good skill sets of these teams assembled, good technical knowledge, an entrapenurial spirit, creativity, but also strong skill sets in core project management, communications, and accounting, to name a few things. As this project is over a scale that is unprecedented for California, we expect to work out how to move forward with team selected for its best score against the criteria. As well, together we can research for key people, knowledge, and experience to supplement in topic areas that need bolstering.
13	General	During Pre-Bid	How long before written questions submitted today may be answered?	We hope to turn around answers as quickly as possible but the turn around time can be question dependent especially if 3rd parties need to be consulted.
14	General	During Pre-Bid	Can you provide any information regarding how disadvantaged/small business involvement is viewed?	The funding involved is from the State of California and therefore we can't consider disadvantaged/small business involvement as any part of the goal in selection. Selection is based on the scoring criteria shown in the RFSOQ and there is no requirement for disadvantaged/small business involvement in the selection criteria for responsive SOQs. Section I of the RFSOQ details this clearly.

15	General	During Pre-Bid	Does the allowable cost plus fixed fee basis apply to the full-time team members, and might specialty subconsultants be priced on an alternative basis such as lump-sum cost or with fully-loaded rates?	Allowable cost plus fixed fees do apply to the prime contractor with speciality subconsultants able to be priced on either lump sum or fully-loaded. In Attachment C.2.F, there is mention about the indirect cost limits being at no more than 5%. Lump sum cost may be suitable for subcontractors in certain circumstances but in evaluating how we expect delivery of this project, fully loaded rates for hourly service - focusing on time and materials for sub-consultants as well as primes - will likely be the dominant method of accruing program costs through this RFSOQ.
16	General	During Pre-Bid	You mentioned that questions can be submitted in writing in addition to this group chat. What is the deadline for written questions to be sent in?	We will answer up until 10 days before submissions are due but thereafter can not commit to necessarily answering questions posed in the last 10 days.
17	General	After Pre-Bid	Will CCJPA provide a list of people/firms who attended the Pre-Submittal conference call on October 1st?	We asked folks on the chat feature to share which firm they were with. We can't be sure that all on the webinar did share that information but for those who did we had the following names and affiliations: Ken Figueredo, More with Mobile.com; Dan Baldini, Tirana, and Dawn Amore, Volano; Jim Baker, Soren Bakken, Coleen Richter, Xentrans Inc.; Eric Rothman, HR&A Advisors; Ted Hammer, KPMG; Steve Brigs, Brenden Policarpio, Jacobs; Keith Whalen, Ascendal Group. CCJPA staff had Jm Allison, Kean Amidi-Abraham, and Catherine Relucio.
18	Attachment A, Scope of Services	2.0. California Integrated Travel Staffing Services, 1. Identification of Current Case	Is it envisioned that the CONSULTANT survey all operators in California to identify costs of existings transactions? For those agencies that do not have this information available at time of survey, will 100% agency participation be required or will the information available at time of survey be deemed acceptable?	We envision that an attempt to survey cot of existing transactions and the other elements in this topic area will be discussed and likely carried out in some form that would be well under 100%. A 100% survey is not likely under the best of circumstances and it would be difficult to ensure methodology and conformity among survey responses. It may also be burdensome given that some level of information from a more limited survey would likely serve the business case need to understand cost of fare transactions relative to how Cal ITP would want to develop its costs. Please see aspects of the answer below for how we see approach in general.
19	Attachment A, Scope of Services	2.0. California Integrated Travel Staffing Services, 3. Brand Awareness	Does Building the Brand Strategy also include designing and executing the final brand (e.g., name, logo)?	Building the brand strategy may include designing and executing the final brand but it is not likely to be a task completed by the staffing team, but rather led to completion by the staffing team. This particular topic area (branding) is one where all aspects of branding leadership would be good to have on the team but that the team would know how to go about getting this work done by a 3rd party as opposed to doing the wwork completely within the original team. We are not suggesting that the core in-house team may not do that work but that we envision that topics like this and many others might be better overseen by the core team. Following on in that oversight concept, a subcontractor to the team or a separate procurement could be the method of addressing some of the more detailed aspects of branding - and which way to go on that could depend on many factors to be considered in ordering and completing modules related to Cal ITP tasks. The way to think about many of the topics in Section 2.0 is from a staff perspective - sometimes the staff can do the work, sometimes the staff may be too busy to do the work but can oversee the work and get a third party to do it. And finally sometimes the staff just does not know much about the topic, comes up to speed about it just enough to administer an outcome but seeks 3rd party expertise to hopefully deliver the end objective. We feel this is the general approach to all of the topics listed and the many modular topic areas of Cal ITP - each topic area would have to be led based on the characteristics, conditions, and scope of the particular topic faced. Overall, it will prove to be a very dynamic process, tailored conditions that are changing all the time, and smart, well-considered decisions will have to be made as to how to approach whole parts and sub-parts of these topics.
20	Attachment A, Scope of Services, Attachment C	2.0. California Integrated Travel Staffing Services, 9. Survey and Analysis	Additional information in this section would be helpful (e.g., is it envisioned these surveys could widely range between surveying existing public end users to surveying agencies to obtain information about its operation?	The topic of surveys is listed generally and is meant to cover everything from possible surveys of transit operators to surveys of existing or potential customers and the analysis of the survey results. Like the answer above, we envision surveys could be needed at various points and of various populations. We might survey existing transit users about how they like branding A vs branding B or C. We might want to know how particular work flow in an application is perceived under UI version A, B, or C. We may want to know fare processing flow information by transit agency. All of these are examples of surveys and we have included this topic area as a skill set area we think will be needed at some point but we are not requiring each team to have every topic area covered, just that we think some topic areas, even as broad as administering surveys of many different populations and doing analysis, is anticipated.

21	Basis for Reimbursement, Attachment C	Section I. Subsection D, Item 2: Unallowable Direct Costs	Item 2 states that "Project Management and Administrative Costs" are defined as an "Unallowable Direct Cost". It is assumed that over-arching intent this RFSOQ is to procure and engage a vendor to execute the administration and program management of the scope of services defined in section A of RFSOQ201819-02 and section 2.0 of Attachment A. Should we assume that this language was inadvertently left in the document or are there specific project management and administrative activities that would be categorized as an unallowable cost?	We will give a provisional answer here that may be updated. In this section, since we are using templates used in prior procurements, there may be a mismatch in terms. The way some firms may be set up is to count administrative support as part of the over-head cost and therefore it would not be appropriate to have direct costs for administrative support (customer service, billing, office supply ordering, etc.). Other firms may not be set up in this manner and instead track actual hours and costs. These variations can all be addressed in the final contract documents but it would be critical for each firm to be clear in the SOQ about how they handle administrative costs that are not easy to allocated to one program versus another program for a different client. How your team proposes to address costs that are usually difficult to attribute to project hours delivered should be disclosed in the SOQ.
22	Basis for Reimbursement, Attachment C	Section III, Subsection A, Item 3: Reimbursement on a Cost Reimbursable Basis	Please confirm that the intent of Item III. A. 3. Is to restrict subconsultant indirect costs to 150% of their direct labor rate (i.e., Fully Loaded Labor Rate cannot exceed Direct Labor Rate + 1.5 x Direct Labor Rate)"	That is the intent but there are provisions for the CCJPA Project Director to make exceptions based on reasoned circumstances. The intent is to not incur indirect costs that are excessive as compared to the direct labor rate. Seeing what the indirect costs are comprised of might be necessary if we are being asked to consider high indirect costs that exceed the intended threshold.
23	General	After Pre-Bid	Are the GSA schedule rates to be followed for per diem and travel expenses, i.e., hotel rates?	Section IV of Attachment C outlines what is not allowable unless permitted by CCJPA with regards to travel. There is no GSA rate schedule we use but travel costs will be examined by CCJPA for reasonableness. Because there is a great deal of travel implied within California, we may impose a standard in the contract for the team involved. This will be subject to CCJPA review.
24	General	After Pre-Bid	Who will provide selected staff with personal computers and needed software (i.e. Microsoft Project, Visio, etc...)?	The personal computers and software will be expected to be provided by the winning team as they would be their own private entity for which CCJPA would be paying some overhead rate for in their rate sheets. However, over time, it may become necessary to establish a policy of providing certain hardware and software. This would be more likely under a time when a new state agency is established. Initially, computer hardware and software will be the responsibility of winning vendor team.
25	General	After Pre-Bid	Will the personnel of the selected CONSULTANT be given "californiaintegratedtravel.gov" email addresses?	This is unknown at this time. There has not been a formal agency established yet. However, we anticipate that an identify for the winning team will need to be established very soon in the process even before an agency is established. This will be created in partnership with the winning vendor team and with input from the Cal ITP Steering Committee and CalSTA.
26	Section J of RFSOQ	Section E	In the RFSOQ, J Statements of Qualifications Submittal, (b) Section E - Resumes for Project Team for the Agreement is not clear if CCJPA requires all our team members (over the five) to complete a separate Section E 12-18 or if this is limited to just the five (5) Key Personnel team members who are required to complete Section E 12-18 and Section E 19. On the basis that we will supply completed Section E for the five selected Key Personnel (with additional 2-page resumes), does CCJPA require any supporting documentation for the other team members, or just an indication of their role and subject areas on the organizational chart?	The key personnel needed in Section J.3. b about Section E, Resumes for Project Team are meant to be limited to the five (5) key personnel selected for the project, even if there are possibly more critical or very valuable team members. For that reason, the key personnel selected may be important as to their Section J.3. c relevant projects or programs that need highlighting in the RFSOQ. The relationship to satisfying Section J.3. c may be enough to raise their status as key personnel that would be useful to include as opposed to others that can't bring as representative a relevant projects/programs legacy. While all team members are important, it is the combined resume and relevant projects/programs that should receive consideration as to which five (5) key personnel are included with resumes. Section J.3. d offers another angle to showing relevant experience as it does allow up to three example projects from the prime AND EACH subcontractor even if they are not identified as one of the five (5) key personnel. This is a way to build up overall cited experience among the entire proposed team without being restricted to just what the five (5) key personnel can showcase. Overall, a narrative about each of the key team members, be they five (5) or the total shown on the organizational chart (which can certainly be more than five), is a good thing to include. Using all the sections identified (Sections J.3 - c and d) in a strategic manner can help build a reasonable but thoughtful collective story of experience of the team while forcing Proposers to not just throw resume after resume in their proposal.