REQUEST FOR INFORMATION # 1
Published 11/20/2013

FOR

City of Coachella

INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN

Engineering Department

(RFP Issued on **Nov 8, 2013**)

Below are answers to questions received from November 8, 2013 to November 20, 2013:

1. Since the City will not officially respond to questions until 11/26/13 (only three business days before the proposal is due), will the City consider extending the deadline to submit the proposal?

   Answer: No. The City's goal is to provide answers to questions received within two business days. The City hopes Proposers won't wait until the deadline for submission of questions to seek clarification on matters pertaining to the RFP.

2. Will the timing plans listed on page 2 in the Background section of the RFP be required as a deliverable under this contract? If so, will a separate task and budget be established for this work?

   Answer: Yes. Timing plans will be required as a deliverable and should be included in the overall budget (not established as a separate task and budget).

3. As currently written, the indemnity provision in the sample agreement does not appear to be wholly compliant with CA Civil Code 2782.8 which limits the indemnification and defense of a Public Entity by a Design Professional to the Design Professionals negligence. We believe that the indemnity provision in the City's contract is broader than this limitation, particularly with regard to the defense language, and we would like to know if the City is amenable to negotiating these terms?

   Answer: The following language may be substituted for 3.5.6 Indemnification: Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of any negligent acts or omissions or willful misconduct

of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including the payment of all consequential damages and reasonable attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, actions or other legal proceedings that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers that to the extent arise out of any negligent acts, omissions or willful misconduct of the Consultant. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

4. Section 4, Proposal Format Guidelines references a Vendor Application Form. Where can we locate a copy of this form, as it was not included as part of the RFP solicitation?

   Answer: Please disregard the request to complete a Vendor Application Form. It is not applicable to the project.

5. Is a city wide map of traffic signals available?

   Answer: There is no citywide map of traffic signals available. The scope of the project is clearly delineated in the RFP. However, a list of signals with respect to controllers, software, and locations is provided as Attachment I to this RFI.

6. Are there any environmental requirements for this project that should be included as part of the proposal?

   Answer: The City does not foresee environmental clearance as a requirement for development of the ITS Master Plan. However, if a Proposer feels strongly that environmental clearance is required for development of the ITS Master Plan, then the Proposer shall submit applicable environmental work as a separate task and budget for consideration.

7. What type of controllers is the City currently using? Is it 170?

   Answer: Please refer to the list of traffic signals maintained by the City of Coachella for an approximate inventory on controllers, software, and locations provided as Attachment I to this RFI.

8. What type of software is the City currently using in their controllers? Is it Bitrans?

   Answer: Please refer to the list of traffic signals maintained by the City of Coachella for an approximate inventory on controllers, software, and locations provided as Attachment I to this RFI.

9. The RFP mentions a vendor application as a component that counts towards the 30-page limit. There is no vendor application included in the RFP nor easily located on the City's website. Can you please clarify this or provide the vendor application form?

   Answer: Please disregard the request to complete a Vendor Application Form. It is not applicable to the project.

Attachment I. Traffic signals maintained by the City of Coachella

Grapefruit Boulevard @ Avenue 49: Intersection Development 170E: Bitrans Software

Grapefruit Boulevard @ Gateway Center: Econolite ASC/2-2000RM

Grapefruit Boulevard @ Park Lane: DTS 170E: Software on CPU: Master 170

Grapefruit Boulevard @ Avenue 52

Avenue 50 @ Leoco Lane

Avenue 50 @ Peter Rabbit Lane

Harrison Street @ Avenue 50: Safetran 170: Bitrans Software

Harrison Street @ Westerfield Way: DTS 170E: Software on CPU

Harrison Street @ Avenue 51: US Traffic 170E: Bitrans Software

Harrison Street @ Sixth Street: Signal control 170E: Bitrans Software 200

Harrison Street @ Avenue 52: Econolite ASC/2-2000RM

Harrison Street @ Avenue 53: US Traffic 170E: Bitrans Software

Harrison Street @ Avenue 54: McCain 170E: Bitrans Software

Avenue 50 @ Van Buren Street

Avenue 48 @ Dillon Road

Dillon Road @ Cabazon Avenue