



METROPOLITAN  
TRANSPORTATION  
COMMISSION

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JUNE 16, 2015

ADDENDUM NO. 1  
TO  
REQUEST FOR PROPOSALS (RFP)  
FOR 511 SF BAY SYSTEM INTEGRATOR, DATA MANAGEMENT &  
DISSEMINATION, AND INTERACTIVE VOICE RESPONSE PHONE SYSTEM  
CONTRACTOR,  
DATED MAY 15, 2015

- Dave Cortese, Chair*  
Santa Clara County
- Jake Mackenzie, Vice Chair*  
Sonoma County and Cities
- Alicia C. Aguirre*  
Cities of San Mateo County
- Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development
- Jason Baker*  
Cities of Santa Clara County
- Tom Bates*  
Cities of Alameda County
- David Campos*  
City and County of San Francisco
- Dorene M. Giacomini*  
U.S. Department of Transportation
- Federal D. Glover*  
Contra Costa County
- Scott Haggerty*  
Alameda County
- Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

Dear Consultant:

This letter is Addendum No. 1 to the Request for Proposals (RFP) for 511 SF Bay System Integrator, Data Management & Dissemination, and Interactive Voice Response Phone System Contractor, dated May 15, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1	RFP, Letter of Invitation	Interested firms must submit an original and fifteen (15) copies, as well as one electronic PDF version, of their <b>proposal by 4 p.m. on <del>Tuesday, June 23</del> Tuesday, June 30, 2015</b> , in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, <u>Consultant Selection Timetable</u> of the RFP.
2	RFP, Section III, Subarticle C. Budget, Page 20	The budget for the upfront capital costs, ongoing operations and maintenance, and system improvements has not yet been determined. Cost effectiveness, cost allocation per project element, and overall price are part of the evaluation and contribute <del>20</del> <i>30</i> % to the overall score (see Section VIII.C, <u>Evaluation Panel and Evaluation Criteria</u> ). Additional funding may be available in future Fiscal Years subject to approval of future MTC budgets.

- Steve Kinsey*  
Marin County and Cities
- Sam Liccardo*  
San Jose Mayor's Appointee
- Mark Luce*  
Napa County and Cities
- Julie Pierce*  
Association of Bay Area Governments
- Bijan Sartipi*  
California State  
Transportation Agency
- Libby Schaaf*  
Oakland Mayor's Appointee
- James P. Spering*  
Solano County and Cities
- Adrienne J. Tissier*  
San Mateo County
- Scott Wiener*  
San Francisco Mayor's Appointee
- Amy Rein Worth*  
Cities of Contra Costa County
- Steve Heminger*  
Executive Director
- Alix Bockelman*  
Deputy Executive Director, Policy
- Andrew B. Fremier*  
Deputy Executive Director, Operations

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<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>						
3	RFP, Section III, Subarticle D. Supporting Documentation Page 22	<p>MTC is making available the following documents to help proposers understand the existing system components that the Contractor will assume, operate, and maintain. These documents are available on the MTC website at <a href="http://procurements.mtc.ca.gov">http://procurements.mtc.ca.gov</a>. During project transition, the Contractor, if not the incumbent, will receive any information needed to further clarify the information provided in the documents listed below, to successfully learn the system, and to become fully responsible for all project tasks.</p> <ol style="list-style-type: none"> <li>1. System Documentation for the Transit Data Manager <ol style="list-style-type: none"> <li>a. Draft Concept of Operations (<i>6a Transit Data Manager Concept of Operations draft.pdf</i>)</li> <li>b. High Level Requirements (<del>draft to be provided via Addendum no later than June 2, 2015</del> <i>6B_Transit_Data_Manager_High-Level_System_Requirements.pdf</i>)</li> </ol> </li> </ol>						
4	RFP, Section V, CONSULTANT SELECTION TIMETABLE, Page 22	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">9:30 a.m., on Wednesday, May 27, 2015</td> <td style="width: 50%; vertical-align: top;">Proposers' Conference, at 101 8<sup>th</sup> Street, Oakland, CA 94607, Claremont Conference Room</td> </tr> <tr> <td style="vertical-align: top;">4:00 p.m., on Thursday, May 28, 2015</td> <td style="vertical-align: top;">Closing date/time for receipt of requests for clarifications/exceptions</td> </tr> <tr> <td style="vertical-align: top;">No later than three (3) business days prior to the date proposals are due.</td> <td style="vertical-align: top;">Deadline for protesting RFP provisions</td> </tr> </table>	9:30 a.m., on Wednesday, May 27, 2015	Proposers' Conference, at 101 8 <sup>th</sup> Street, Oakland, CA 94607, Claremont Conference Room	4:00 p.m., on Thursday, May 28, 2015	Closing date/time for receipt of requests for clarifications/exceptions	No later than three (3) business days prior to the date proposals are due.	Deadline for protesting RFP provisions
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		<p><b>4:00 p.m.,  <del>Tuesday, June 23,</del> Tuesday,                  June 30, 2015<sup>z</sup></b></p> <p>Week of <del>July 13-</del>                  July 20, 2015*</p> <p><del>Thursday,                  August 6</del>                  Thursday,                  August 13,                  2015*</p> <p>Friday,                  September 11,                  2015*</p> <p>*Interview,                  award and                  approval dates                  are                  approximate                  and are subject                  to change                  before or after                  the closing date                  of the RFP.</p>	<p><b>Closing date/time for                  receipt of proposals</b></p> <p>Interviews/Discussions (if                  held)</p> <p>Date for receipt of Best                  and Final Offers                  (if required)</p> <p>MTC Operations                  Committee Approval</p>
5	RFP, Section V, Submittal of Proposals, item 1 Page 24	<p>Interested firms must submit an original and fifteen (15) copies, as well as one electronic PDF version, of their proposal by <b>4 p.m. on Tuesday, <del>June 23,</del> 2015 June 30, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement. No proposals submitted solely by email and no faxed proposals will be considered.</b></p>	
6	RFP, Section VII, Subarticle F. Requirements Page 29	<p>Proposers are encouraged to supply additional information (narrative and screen captures, where applicable) with each response to improve the ability of MTC to evaluate the quality of your response. <i>Supplementary graphics, screen captures, and photos should be included as separate numbered attachments to Appendix H, <u>Preliminary</u></i></p>	

		<p><i>Requirements. Proposers should include in-text references to any attached materials.</i></p>
<p>7</p>	<p>RFP, Section VII, Subarticle H. Cost Proposal Page 30</p>	<p>Based on the tasks and staffing plan described in response to <i>Section VII, Form of Proposal, E. Work Plan</i> listed above, provide a breakdown of the expected expenditures of funds for each task in each Element, by Fiscal Year, contained in <i>Appendix A, Scope of Work</i>. The budget should include, but is not limited to, a task budget and a line item budget with billing rates for each Fiscal Year, where applicable. <i>Appendix B, Cost Proposal</i> is comprised of six templates that Proposers shall use in providing a breakdown of expected expenditures.</p> <ol style="list-style-type: none"> <li>1. <i>Appendix B-1, Cost Allocation and Pricing Summary</i>: Provide a summary of costs by element, sub-element, and task for all <del>three</del> <i>four</i> years of the contract period. This sheet specifies payment type by element, sub-element, and tasks.</li> <li>2. <i>Appendix B-2, Rate Breakdown</i>: Provide billing rates for all key personnel and supporting staff. Proposers are expected to fill in actual hourly rates for key personnel, average hourly rates for other staff, fringe benefit/labor overhead percentage, G&amp;A percentage, percentage fee profit, fully burdened rate, effective dates (generally by contract year), and proposed <i>annual</i> escalation increase.</li> <li>3. <i>Appendix B-3, Cost by Task (Time and Materials)</i>: Provide a cost breakdown for work that shall be charged as specified in <i>Appendix B-1</i> as time and materials by element, sub-element, and task for all <del>three</del> <i>four</i> years of the contract period.</li> <li>4. <i>Appendix B-4, Cost by Task (Firm Fixed Price)</i>: Provide a cost breakdown for work that shall be charged as a firm fixed price as specified in <i>Appendix B-1</i> by element and scope component for all <del>three</del> <i>four</i> years of the contract period. Under the “Proposed Payment Structure” column, please provide details on your proposed</li> </ol>

		<p>payment structure indicating deliverables numbers, and the deliverable dates.</p>
8	<p>RFP, Section VII, Subarticle H.7. Cost Proposal, Page 31</p>	<p>7. <i>Appendix B-6, Cost and Price Analysis Form</i>: A line item budget should be submitted for <del>each phase</del> of the project. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the <u>Cost and Price Analysis Form</u> attached as <i>Appendix B-6</i> to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. The line item budget for firm fixed price elements, sub-elements, and tasks is requested for evaluation purposes only; payment shall be based on receipt of deliverables satisfactory to MTC.</p>
9	<p>RFP, Section VIII, Subarticle C. Evaluation Panel and Evaluation Criteria, Page 34</p>	<p>Responsive proposals will then be evaluated by an evaluation panel of MTC staff, with guidance provided by technical advisors from partner agencies. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.</p> <p>All contact during the evaluation phase shall be through the MTC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.</p> <p>Responsive proposals shall be evaluated on the basis of the following evaluation criteria, with their relative importance indicated by percentages:</p> <ol style="list-style-type: none"> <li>1. Lead firm and team qualifications, references, experience with similar systems and key personnel assigned to the project (30%)</li> <li>2. Approach to scope, work plan, resource availability, and resource allocation (25%)</li> <li>3. Cost effectiveness, cost allocation and overall price <del>(25%)</del> (30%)</li> <li>4. Response to the categories in <i>Appendix H, Preliminary Requirements</i> (15%)</li> </ol>

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		<del>5. Communications – written and verbal (5%)</del>
10	RFP, Appendix B, Page 65	Element I.C -Performance Monitoring was inadvertently left off of Appendix B-1. Appendix B has been revised to enable submittal of proposed T&M costs for Performance Monitoring tasks.
11	RFP, Appendix D Title Page 67	<b><i>APPENDIX D</i></b> PROFESSIONAL SERVICES AGREEMENT Between METROPOLITAN TRANSPORTATION COMMISSION And INSERT NAME OF CONTRACTOR
12	RFP, Appendix D, Section 11.2.5, sixth paragraph Page 77	The provisions of this subarticle shall apply for the durations specified in <del>Article 7.2.7</del> <i>Article 11.2.7</i> regarding particular functional requirements.
13	RFP, APPENDIX F, FEDERAL REQUIREMENTS, Page 145	<b>MTC has established Disadvantaged Business Enterprise (DBE) goal of 6% for any contract entered into as a result of this procurement.</b>
14	Attachment C, <u>Open 511 API Flow to Gateway</u>	Attachment C, <u>Open 511 API Flow to Gateway</u> is attached and hereby incorporated into the RFP by this reference.
15	Attachment D, <u>APIs Available Through the Gateway</u>	Attachment D, <u>APIs Available Through the Gateway</u> is attached and hereby incorporated into the RFP by this reference.
16	Attachment E, <u>Real-Time Data Flow and Software Components</u>	Attachment E, <u>Real-Time Data Flow and Software Components</u> is attached and hereby incorporated into the RFP by this reference.
17	Appendix D-1, Insurance Requirements	Appendix D-1, Insurance Requirements is deleted in its entirety and replaced with Appendix D-1, Revised Insurance requirement attached hereto and incorporated herein by this reference.

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Questions and Answers, and Requests for Exceptions regarding this RFP are included in this Addendum.

Any questions concerning this addendum to the RFP should be directed to Janet Banner, Project Manager, at (510) 817-5971 or [jbanner@mtc.ca.gov](mailto:jbanner@mtc.ca.gov).

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Sincerely,

DocuSigned by:  
  
8584B49D6DE64E9...

Andrew B. Fremier  
Deputy Executive Director, Operations

AF:JB

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Addendum 1 Final.docx

## Attachment A

### QUESTIONS AND ANSWERS

Item No.	Question	Answer
1.	We previously responded to an RFI, about a NextGen 511 project for the Oakland MTC. I'm wondering is this in fact the same RFI/RFP initiative?	Yes, this 511 RFP is the same project as the 511 RFI held in February 2015.
2.	Reference p22, Section IV: What is the cut-off date for MTC's release of addenda?	There is no cut-off date.
3.	Are the current backhaul numbers toll-free or Direct Inward Dialing (DID)? Please provide a list of phone numbers that will be transitioned from the current incumbent to the new contractor.	Current backhaul is a toll-free number: 888-500-INFO (4636) There are a series of TFN available from the current hosting facility for agency-to-agency transfer (MUNI and ACTransit). Those are hosting facility owned numbers. (888-870-2768 and 888-870-2771).
4.	Reference Section 3.5 of the RFP, MONTHLY ANI REPORT SINCE 01/01/2003 "5a_Current_Reporting_Requirements_for_existing_IVR_Phone_System_Reports.pdf": this section states that 511 data has accumulated since 01/01/2003. Does this requirement indicate that the new contractor will receive and be required to incorporate that data into the new system and further that the new contractor will be required to provide reports that use and display data dating back to 2003?	The new 511 System Integrator contractor will be provided all 511 Phone logs dating back to 01JAN2013. The new contractor shall incorporate the data (phone logs) into an analytics tool for the purpose of report generation and display of historical phone usage, dating back to 2003, as requested by MTC.
5.	Will MTC supply database dumps of all current IVR database information? If so can this data be provided during the RFP phase?	Yes, MTC will supply database dumps of all current IVR database information to the

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		selected Contractor, but it will not be provided during the RFP phase.
6.	Will MTC supply to the successful proposer all IVR voice prompts (audio files) and their transcription?	Yes, MTC will provide all audio files and their transcription, as available, to the selected Contractor.
7.	Does MTC intend that the new IVR System follow the IVR design supplied in 5b_Phone_Tree_Menu_for_511_Phone_System.pdf?	MTC is open to changes in the IVR design based on the capabilities of the selected proposer and/or changes that contribute to an enhanced user experience and ease of access to information. However, we also wish to minimize disruption to the user so changes must be well reasoned and approved by MTC.
8.	Does MTC intend that the new IVR System utilize the current professional voice talent or MTC consider a different voice talent?	MTC will not consider an alternative voice talent. We have invested significant resources in our current set of audio files and it would not be cost effective to replace these. MTC will consider moving to a text-to-speech system or a hybrid concatenated human and text-to-speech system.
9.	Does MTC have a preference for how the newly selected vendor would bill for monthly IVR costs (I.e. variable cost using the average volumes or a fixed fee) and if so, how will this preference be incorporated into the evaluation of proposals?	MTC does not have a preference for the monthly phone billing; MTC's goal is to have the most cost-effective phone system possible.
10.	Please clarify how the personalization architecture will be integrated with the website? Typically the user registration, login information and parameters associated with personalized features would be configured through the website. Is the contractor to embed personalization pages within the website being developed by Civic Resource Group (CRG)?	The Contractor will not embed personalization features in the 511.org website. The Contractor will instead provide Application Programming Interfaces (APIs) that enable the communication of user account information and personalization preferences/data. CRG will develop the forms and personalized user pages based on APIs provided by the Contractor. These same APIs will power registration-based personalization on the 511 IVR phone system.

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11.	Reference Appendix H of the RFP, Requirement ID# III.136-139 : Please confirm that web requirement is not be part of the Task (i.e. confirm that this web work is being provided by another vendor).	The web dissemination component of Requirements III.136-139 is to be provided by Civic Resource Group (CRG); however, the new 511 System Integrator contractor shall collect and provide, via API(s), the necessary traffic data to CRG.
12.	Reference Appendix H of the RFP, V.1: Please provide the specific capacity that is required during Emergency Responses for each of the systems specified.	Please reference the usage information from recent major disruptions (Appendix G) in order to estimate the capacity required during an emergency. MTC does not have a usage baseline for a true regional emergency; e.g., earthquake.
13.	Will MTC consider solutions that involve bidders replacing and providing functionality equivalent to the existing systems (rather than transition and assume) for the elements listed in Table A-2: Existing 511 SF Bay System Components to Transition and Assume?	The system components listed under <i>Table A-2: Existing 511 SF Bay System Components to Transition and Assume</i> are components in which MTC has invested significant resources in development and are generally unique to Bay Area needs. It is unlikely to be cost effective to customize solutions offered by potential proposers for these scope areas. Additionally, MTC would like to use its existing components to retain ownership of work products to ensure an easier transition between contractors in the future. Therefore, MTC strongly prefers the Contractor assume and maintain the components listed in <i>Table A-2</i> and all proposals must include a solution that transitions / assumes and operates / maintains the elements in <i>Table A-2</i> . However, if a proposer has an alternative solution that meets MTC's needs, including transferability of the system in the future, then proposers are free to suggest such solutions.
14.	Please provide detail specification documents for the Gateway for APIs & data feeds.	The Gateway is currently in its final development phase to connect with the new developer resources web portal. The Gateway Data Flow diagram in Attachment C illustrates how the Gateway connects to data

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	<p>Will MTC provide the architecture and design documentation for the existing Gateway system to proposers?</p> <p>Please provide further clarification on the Gateway system. Information regarding architecture, design, programming language, etc. is necessary to accurately price the costs to maintain and assume this functionality.</p>	<p>sources upstream. There is not a detailed design document available at this time.</p>
15.	<p>Reference Appendix A, Scope of Work, Element I: The Scope of Work identifies four sub-elements: Project Administration, Project Coordination, Performance Monitoring and End of Contract Transition, but the Cost Proposal (Appendix B) only identifies three sub-elements – please clarify how costs for the 4 sub elements are to be incorporated into the Cost Proposal?</p>	<p>Appendix B was revised and is available for download at: <a href="http://bids.mtc.ca.gov/procurements/206">http://bids.mtc.ca.gov/procurements/206</a>.</p>
16.	<p>Reference Appendix A, <u>Scope of Work</u>, Page 53 – Item G.4: is the training of existing 511 Operations Center staff on new systems required?</p>	<p>Yes, per item G.4, training is required on data management interfaces used by MTC and its contractors, including 511 Operations Center staff.</p>
17.	<p>Will MTC please clarify what APIs will be assumed as part of the existing Gateway System and what APIs will need to be developed?</p>	<p>Currently, APIs that are available through the Gateway are listed in Attachment D of Addendum No. 1. Detail specifications of these APIs are available in documents 4d, 4e, and 4f.</p>
18.	<p>Reference Appendix B-1, Cost Allocation and Pricing Summary: In Section B, Budget of Part III, Scope of Work (p20) there is mention that the Period of Performance would commence on or about Oct 2, 2015. It is anticipated that Element III will run from July 1, 2016 through June 30, 2019. Please confirm that the three years referenced in Appendices B-2, B-3 apply to the 3 year period July 1, 2016 through June 30, 2019.</p>	<p>Correct, the years referenced in Appendix B have been revised to the following: Year 1 (October 2, 2015 to June 30, 2016), Year 2 (July 1, 2016 to June 30, 2017), Year 3 (July 1, 2017 to June 30, 2018) and Year 4 (July 1, 2018 to June 30, 2019).</p>

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19.	Reference Appendix B-1, Cost Allocation and Pricing Summary: Where are Proposers to identify the rates and cost that will apply to T&M hours for the first 9 month of project activity for Element 1 in Appendices B-1, B-2 and B-3?	See the revised Appendix B, Cost Proposal located at <a href="http://bids.mtc.ca.gov/procurements/206/edit">http://bids.mtc.ca.gov/procurements/206/edit</a> .
20.	Reference Appendix B-2, Rate Breakdown: the rightmost column is entitled Escalation Increase %. Is this column to be used to reflect the increase in the Actual Hourly rate and/or Average Hourly Rate from years 1 to 2 in the year 1 row, and from year 2 to 3 in the year 2 row (ie forward looking), or is the Actual Hourly Rate and/or Average Hourly Rate shown for Year 1 to be multiplied by the entry in the Escalation Increase % in Years 2 and 3 to provide the number showing in the Actual Hourly Rate and/or Average Rate for Years 2 and 3?	See the revised Appendix B.  For example, the Actual Hourly Rate and/or Average Hourly Rate for Year 1 should then be multiplied by the entry in the Escalation Increase % for Year 1 to provide the number showing in the Actual Hourly Rate and/or Average Rate for Year 2.
21.	Reference Appendix B-3, Cost by Task (T&M): if the costs for Elements IV, V and VI are to be determined by MTC (per B-1 Cost Allocation and Pricing Summary) is the Proposer advised to leave these sections of the form blank?	Yes, proposers should leave these sections blank.
22.	Reference Appendix B-3, Cost by Task (T&M): Are any of the Direct Materials, Special Testing/Equipment, Travel/Transportation, listed in Appendix B-6 to be allocated to Staff costs or to be broken out by Year?	The Direct Costs in Appendix B-3 should be assigned to the specific period, when they will occur. Direct costs listed in Appendix B-6 should be a rolled up summary cost and do not need to be allocated to Staff costs or to be broken out by specific Year.
23.	Reference Appendix B-6, Cost and Price Analysis Form: Should Proposers equate the term “phase” used in the description of this Appendix on P31 item #7 with the 6 project elements? If that is the case, since Appendix B-6 does not include the variable rates by year from Appendix B-2 and the varying hours applied in Appendix B-3 are Proposers required to add a new column showing the total costs for each staff member in Appendix B-3 that could then be divided by the total number of hours for each staff member to get a rate	Appendix B-6, Cost and Price Analysis Form is intended to be an overall summary of costs form. The total cost on Appendix B-6 should be exactly the same as the total cost on Appendix B-1. The description on P31 Item #7 should read: “A line item budget should be submitted for <b>each phase of</b> the project.” (see item #9 in Addendum #1). The estimated hours column in Appendix B-6 should be the <u>actual hours projected</u> for each staff member

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	that when applied to the hours shown in Appendix B-6 will correspond to the total costs in Appendices B-1 and B-3? Does MTC have an alternative recommendation on how to assure the costs shown in B-6 are identical with those in Appendix B-1?	or category as shown in Appendix B-3. The corresponding rate per hour in Appendix B-6 will be a <u>weighted hourly rate</u> , which will be used to calculate the Total Direct Labor cost. This Total Direct Labor cost in Appendix B-6 should equal the total staff cost in Appendix B-3.
24.	Reference Appendix B-6, Cost and Price Analysis Form: Cost item #11 General and Administrative Expense references a rate to be completed by Proposers for an unreferenced list of other cost item numbers. Does MTC apply any rules or have in place other requirements which restrict which other cost items in Appendix B-6 are subject to G&A?	The General and administrative expense rate percentage should only be added to direct material, travel, special equipment, consultants, and other direct costs.
25.	CRG, is their contract flexible? You have toolkits, different web services that you utilize, so how do you see how that happening? Or does that happen at all?	The 511.org NextGen web design and development is just beginning and is currently at the requirements stage. As the System Integrator is brought on board, MTC will determine the integration of tools and APIs. Coordination and integration are key to successful implementation of the NextGen 511 system.
26.	Is the timeline driven by your current contract dates?	The timeline is driven by both current contract end dates and funding constraints in fiscal year 16-17.
27.	Is social media considered new or existing?	Social media is a component of several contracts. Under this procurement, the Contractor will provide Operator Entry Software that enables operators to send a tweet ( <i>Appendix H: <u>Preliminary Requirements</u>, III.156</i> ).  Social media integration into the 511.org website, including display of Twitter feeds

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		<p>and social media account login options, is the responsibility of the 511 Web Services Contractor, CRG.</p> <p>Maintaining Facebook, Instagram, and other social media accounts is the responsibility of the 511 Regional Ridesharing Program Contractor, as part of its general marketing and outreach duties for 511.</p> <p>Proposers are permitted to suggest innovative social media strategies to enhance 511's offerings.</p>
28.	What part of the 511 Operations Center will the Contractor be responsible for? Will the Contractor manage the PBX?	Under this contract, the Contractor manages both hardware and software, except for the PBX.
29.	Can you speak about the minimum qualification to have a designated local liaison for transit coordination?	<p>The Contract has a large transit component. The Bay Area has a very complex public transportation system with more than thirty transit agencies, including rail, bus, ferry, and shuttles. Each agency has a different timeline for delivering schedule/route changes to 511. They are also at different stages in being able to integrate real-time transit data and the way in which they currently provide data to 511. To ensure ongoing data quality and reliability, and to maintain a positive working relationship with our transit partners, a local transit liaison is necessary.</p>
30.	There's no cap thought to the liquidated damages?	This question will be addressed in Addendum No. 2

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31.	Do you guys expect to see the performance bond from the subs for the proposal, or just from prime?	The performance bond should be provided by the Prime Contractor only.
32.	Can you talk more about the operations RFP? The timeline, how it connects to this procurement?	MTC is proceeding with a separate procurement for operational services needs, and we plan to have that contractor selected before the 511 NextGen system launch. Coordination with and training of the 511 Operations Center staff will occur as part of overall system integration and implementation (see <i>Appendix A: Scope of Work</i> , II.G.2, II.G.3, and II.G.4).
33.	One of the current contractors, Kimley-Horn, is technical support. Can Kimley-Horn be on a team or lead a team?	Kimley Horn cannot be on a team because they are currently providing technical support for NextGen planning and this procurement.
34.	Is there a schedule for replacement of the hardware and software in the Ops center, and how often is it updated?	Please see document 7a 511 Operations Inventory which can be found at <a href="http://bids.mtc.ca.gov/procurements/206">http://bids.mtc.ca.gov/procurements/206</a> . The hardware is relatively new. There will be at least one hardware refresh during the contract, but not before. Any hardware replacement will be a pass through cost.
35.	You asked for a work plan as well as a formal proposal. What is the page limit for the work plan?	There is no page limit for the Work Plan.
36.	Will you provide this presentation and the recording to everyone who is here?	The slides have been posted. We are not able to post the audio file.
37.	Please clarify if the personalization features are to be implemented as web pages or widgets. In addition, will those web pages or widgets be implemented within the current website or the website being developed by CRG?	The Contractor will not provide any personalization website features or widgets. The Contractor will instead provide APIs that enable the communication of user account information and personalization preferences. CRG will develop the forms and personalized

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		user pages based on APIs provided by the Contractor. These same APIs will power registration-based personalization on the 511 IVR phone system.
38.	Please clarify if the System Integrator will be responsible for maintaining any of the existing website components.	The Contractor will not maintain any existing website components.
39.	Please clarify if the System Integrator will be required to develop any website features, widgets, or pages that will be part of the current website.	The Contractor will not maintain any website components, only the APIs that power the website. The exception is if a readily-available mobile app is proposed and approved by MTC.
40.	To aid in accurate budget estimation, please advise if bidders should plan to purchase all software licenses, or if MTC will be providing any.	MTC will directly license with Google for use of the Directions API. Bidders should plan to purchase all other software licenses.
41.	Will access to TeleAtlas' basemap data be provided to the successful team, or should bidders budget the procurement of this data?	MTC does not intend to continue using the TeleAtlas base map. CRG will migrate the 511.org website to a Google basemap.
42.	Please provide Hourly Average and Peak traffic on all internet links.	For the current 511 traffic system (including real-time transit) hosted in Amazon Web Services, over the last two weeks, the average was 70 gigabytes outbound and 120 gigabytes inbound per day.
43.	RFP Section H: Cost Proposal, page 31:  RFP requires a breakdown of the expected expenditures of funds for each task in each Element, by Fiscal Year. Is that Government Fiscal Year (October 1 to September 31), MTC Fiscal Year (July 1 to June 30) or Calendar Year?	Expenditure of funds should be provided according to MTC's fiscal year, which runs from July 1 to June 30.
44.	Page 13 (and page 19) of the 511 System Integration RFP states that MTC has an "Intent to license Google Directions API and Google Maps API." Is the RFP stating that they intend to license the type of functionality provided by these APIs – and would	MTC intends to license the Google Directions API and Google Maps API for trip planning/mapping purposes on 511.org. We will consider alternative proposals for driving times on the 511 phone. We also intend

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	consider other commercial mapping companies offering the same functionality? Or that MTC will definitely license these exact APIs from Google or one of their resellers?	through this procurement to generate slowdowns on the IVR and Driving Times on Caltrans' Changeable Message Signs using data from a 3 <sup>rd</sup> party speed provider.
45.	Page 44, Deliverable I.D.3 - How will MTC determine that the transition is successful?	Success will be determined based on the Contractor providing the required transition plan, training, and documents, in accordance with the transition terms of the Agreement, to the next contractor.
46.	Page 63, Item A.3 - Specialized emergency IVR menus - Please provide examples in order to demonstrate the type and size that MTC is requiring.	MTC is open to approaches to specialized emergency menus and does not have any predetermined requirements.
47.	Page 30, section G, Item #9 – How many references should be submitted for the prime and for the subs?	The number of references is not specified.
48.	Is there a specific DBE goal?	Per <u>ATTACHMENT H: Federally Required Clauses</u> , 2.C:  The DBE goal for this Agreement is six percent (6%), CONTRACTOR must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
49.	Section I, MTC and 511 SF Bay Project Description Please clarify whether the trademarks, service marks, and website URL listed in the Section are owned by MTC or an existing contractor (i.e. 511 Driving Times <sup>SM</sup> , MY 511, 511.org, traffic.511.org, transit.511.org, etc.)	All domains, trademarks, and service marks are owned by MTC.

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50.	Page 32, Section VII, Item O Please confirm that the Bid Bond amount is 10% of the total contract cost shown in Appendix B-1, which does not include amounts for Elements IV, V, and VI.	Yes, the Bid Bond amount is 10% of the total contract cost shown in Appendix B-1, which doesn't include amounts for Elements IV, V, and VI.
51.	Page 32, Section VII, Item P Please confirm that the Performance Bid Bond amount is 100% of the total contract cost shown in Appendix B-1, which does not include amounts for Elements IV, V, and VI.	Yes, the Performance Bond amount is 100% of the total contract cost shown in Appendix B-1, which doesn't include amounts for Elements IV, V, and VI.
52.	Does the amount of the Performance Bond that is renewed annually remain constant or is it reduced in each of years 2 and 3 upon completion of work in the prior year?	The Performance Bond must be equal to the remaining work to complete and can be adjusted, if requested, annually.
53.	Page 75, Exhibit D, Section 11.2 Although the RFP states that a bidder may propose the use of SaaS, there is no corresponding provision in Section 11.2 addressing software ownership under an SaaS model. Such software would only be licensed for the term of the Contract and Section 11.2.7 would not apply.  Is the use of software under an SaaS model acceptable?	This question will be addressed in Addendum No. 2.
54.	Page 77, Section 11.2.5, Grant of License to Certain Restrictive Software Should the reference to 7.2.7 in the last paragraph be a reference to 11.2.7?	Yes. See item # 12 in Addendum #1 for correction to the language in Section 11.2.5.
55.	Page 78, Exhibit D, Section 11.2.8 This Section identifies a detailed list of 511 Software to be provided by MTC.  Is this list currently available? If so, please provide the list.	The 511 Software is archived in Subversion. The list of this software will be provided to the Selected Contractor prior to transition. For further information about the Real-Time Transit System, please see Attachment E, to Addendum No. 1, Real-Time Transit Data Flow and Software Components.

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56.	Page 85, Exhibit D, Section 19.5 This Section requires compliance with District Agreement 4-1965-C. Please identify where bidders can access this agreement for review.	District Agreement 4-1965-C and 4-1965-A2 are available for download at: <a href="http://bids.mtc.ca.gov/procurements/206">http://bids.mtc.ca.gov/procurements/206</a>
57.	Page 100, Exhibit D, Attachment C-1 Please explain the purpose of this Attachment in the Compensation and Method of Payment Appendix. Cost and Price Analyses are sometimes required in the submittal of a proposal or change order but are not generally required for submittal as part of the payment process.	This form is not required as part of the payment process, it is included to show a breakdown, and verify rates submitted by proposers.
58.	Page 105, Exhibit D, Attachment E; Page 139 Appendix D-1 These requirements do not appear to match. Please confirm that the following items in Appendix D-1 are not applicable to this procurement: Employee Dishonesty/Crime Insurance; Pollution Liability Insurance	Employee Dishonesty and Crime insurance and Pollution Liability has been removed. Please see the revised Appendix D-1 Insurance Requirements.
59.	Page 112, Exhibit D, Attachment H, Item 2C; Page 145 Appendix F Attachment H lists a 6% DBE goal but Appendix F shows no DBE goal. Is there a DBE Goal for this procurement? If so, what is the goal?	This procurement has a DBE goal of 6%. See item #13 in Addendum #1 for the correction to Appendix F, Federal Requirements.
60.	We understand the period of performance to be 10/2/15 to 6/30/2019 in the MTC 511 System Integrator RFP. Based on MTC's financial calendar, we assume it would break down as below:  Year 1: 10/2/2015-6/30/2016 Year 2: 7/1/2016-6/30/2017 Year 3: 7/1/2017-6/30/2018 Year 4: 7/1/2018-6/30/2019 In the attachment posted with the RFP, "Appendix B Excel Sheet", the excel sheet that only Year1, Year2	See the revised Appendix B.

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	and Year 3 in the costing column apart from Total Cost. Is it OK to add Year 4 as shown above to properly breakdown the costs over the 45 month period of performance?	
61.	Can the due date for submission of proposals be extended?	MTC is extending the due date for submission of proposals to June 30, 2015. See the corresponding item in Addendum #1.
62.	Would a vendor or a sub-contractor need to register with the System for Award Management (SAM) <a href="https://www.sam.gov/">https://www.sam.gov/</a>	No. Only the Prime Contractor must register with SAM.

## Attachment B

### REQUESTS FOR EXCEPTIONS

#	REFERENCE	REQUEST	RESPONSE
1	Page 68, Appendix D – MTC Standard Consultant Contract, Article 2.1, Time is of the Essence	Please Delete this section of the contract.	No
2	Page 69, Appendix D – MTC Standard Consultant Contract, Article 2.2, Liquidated Damages	Please Delete this section of the contract.	No
3	Page 70, Appendix D – MTC Standard Consultant Contract, Article 3, Compensation and Method of Payment.	Payment shall be made by MTC within thirty (30) <i>calendar</i> days of receipt of an acceptable invoice, approved by the MTC Project Manager or a designated representative.	This section has been updated to reflect 30 Calendar Days
4	Page 71, Appendix D – MTC Standard Consultant Contract, Article 6.A, Termination for Convenience.	Can the following item formatted in strikethrough be deleted?  <u>Termination for Convenience.</u> MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit <del>not to exceed 1%</del> , plus reasonable termination costs, not to exceed the amount payable for such deliverables. If CONTRACTOR has any property in its possession belonging to MTC, CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. <del>Except as provided above, MTC shall not in any manner be liable for CONTRACTOR's actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.</del>	No

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<p>5</p>	<p>Page 71, Appendix D – MTC Standard Consultant Contract, Article 6.B, Termination for Default.</p>	<p>Can the following item formatted in strikethrough be deleted?</p> <p>B. <u>Termination for Default</u>. If CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other material provision of the Agreement, MTC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or describe to MTC’s satisfaction a plan for curing the breach within the fifteen (15) day period, MTC may terminate the Agreement for default. In the event of such termination for default, CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the requirements of the Agreement as follows: CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. <del>Such reimbursement will be offset by any costs incurred by MTC to complete work required under the Agreement.</del> In no event shall MTC be required to reimburse CONTRACTOR for any costs incurred for work causing or contributing to the default. If CONTRACTOR has any property in its possession belonging to MTC, CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. MTC shall not in any manner be liable for CONTRACTOR’s actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.</p>	<p>No</p>
<p>6</p>	<p>Page 72, Appendix D – MTC Standard Consultant Contract, Article 6.D.</p>	<p><del>Immediately</del> Promptly upon receipt of a notice of termination, the CONTRACTOR shall: (a) stop work under the Agreement on the date and to the extent specified in said notice; (b) terminate unless otherwise directed by MTC Project Manager, all orders and subcontracts to the extent that they relate to the performance of work terminated and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for the completion of such portion of the work under the Agreement as is not terminated; <del>(c) if directed by the MTC Project Manager, assign to MTC all of the right, title and interest of the CONTRACTOR under any orders and</del></p>	<p>No</p>

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		<p><del>subcontracts;</del> (d) if directed by the MTC Project Manager, transfer title and deliver to MTC (i) work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and(ii) the completed or partially completed plans, drawings, manuals, information and other property which, if the Agreement had been completed, would have been required to be furnished to MTC; (e) complete performance of such part of the work as shall not have been terminated by said notice; (f) if termination was effected pursuant to Article 6.A, submit any claim for termination costs; and (g) follow any other directions directed by the MTC Project Manager</p>	
7	<p>Page 72, Appendix D – MTC Standard Consultant Contract, Article 9 Indemnification</p>	<p><del>To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep defend and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, <u>Insurance and Financial Security (Bond) Provisions</u>, and their commissioners, directors, officers, agents, and employees (“MTC Indemnified Parties”)-against any and all third party demands, claims, suits or actions arising out of any of the following:</del></p> <p>A. Any injury or death to persons or property or pecuniary, financial or economic losses <del>that may occur, or that may be alleged to have occurred, caused by any breach of the Agreement or negligent act or omission or willful misconduct of CONTRACTOR or its officers, employees, subcontractors or agents or any of them, arising from, under or in connection with this Agreement to the extent arising from CONTRACTOR’S negligence, willful misconduct or violation of applicable law; or</del></p> <p><del>B. Any allegation that materials or services provided by CONTRACTOR’s under this Agreement infringement or violate violation of any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.</del></p> <p><del>CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. To the extent if any judgment results in CONTRACTOR’S negligence, willful misconduct or</del></p>	No

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		<p><del>violation of applicable law, is rendered against any of the MTC Indemnified Parties, CONTRACTOR shall, at its expense, satisfy and discharge the same.</del></p> <p>The provisions set forth in this Article <del>are intended to be applied to the fullest extent allowed under the law</del> represent the intent of the Parties and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.</p>	
8	Page 74, Appendix D – MTC Standard Consultant Contract, Article 11.1.2, Ownership of Work Products.	<p>Except as provided in Article 11.1.4 below, <i>and effective upon payment of amounts due CONTRACTOR</i>, all Work Products prepared or assembled for MTC and/or furnished to MTC by CONTRACTOR or any of its subcontractors pursuant to this Agreement shall be the property of and owned by MTC, and copies shall be delivered to MTC promptly upon completion of the Work; upon earlier termination of the Contract; or at any time during the term of this Agreement at the request of MTC, whichever is earliest. CONTRACTOR hereby assigns to MTC ownership of all right, title and interest in and to such Work Products, including ownership of the entire copyright in the Work Products, and agrees to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Products. Proprietary information used to create Work Products is not included under this subarticle.</p>	No
9	Page 80, Appendix D – MTC Standard Consultant Contract, Article 11.3.3, Contractor Designation of Confidential Information, Paragraph 2	<p>If MTC disagrees with CONTRACTOR’s designation of the document or record as Confidential Information, MTC shall notify the CONTRACTOR of MTC’s decision in writing and may: (a) return the document to the CONTRACTOR, requesting that it be re-designated as non-confidential or re-submitted, excluding any Confidential Information; (b) agree to accept such document or record as Confidential Information., <del>provided that CONTRACTOR agree in writing to indemnify, defend and hold MTC harmless against any claims, suits or other proceedings instituted against MTC under the Act for access to such writing, paying all costs associated with such claims, suits or actions, including legal fees, with sole control of their defense, including all negotiations, and any settlement or compromise.</del></p>	No

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<p>10</p>	<p>Page 85, Appendix D – MTC Standard Consultant Contract, Article 20, CLAIMS OR DISPUTES</p>	<p>CONTRACTOR shall be solely responsible for providing timely written notice to MTC of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is MTC’s intent to investigate and attempt to resolve any CONTRACTOR claims before CONTRACTOR has performed any disputed work. <del>Therefore, CONTRACTOR’s failure to provide timely notice shall constitute a waiver of CONTRACTOR’s claims for additional compensation and/or time.</del></p> <p>CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by MTC, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given MTC due written notice of a potential claim. The potential claim shall set forth the reasons for which CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim. Such notice shall be given to MTC prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.</p>	<p>No</p>
<p>11</p>	<p>Page 87, Appendix D – MTC Standard Consultant Contract, Article 24. DISPUTE RESOLUTION</p>	<p>A. Informal Resolution of Disputes. CONTRACTOR and MTC shall use good faith efforts to resolve all disputes <i>arising under this Agreement. If such good faith efforts fail, either Party may initiate Alternative Dispute Resolution procedures or litigation in a court of competent jurisdiction.</i> <del>informally at the project manager level. In the event such efforts are unsuccessful, either party may request that MTC provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, the MTC Project Manager shall provide a written determination as to the dispute, including the basis for his or her decision. Upon CONTRACTOR’s written acceptance of the MTC Project Manager’s determination, the Agreement may be modified and the determination implemented or, failing agreement, MTC may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the MTC Project Manager’s determination. If the MTC Project Manager’s determination is not accepted by CONTRACTOR, the matter shall promptly be referred to senior executives</del></p>	<p>No</p>

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		<p><del>of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.</del></p> <p>B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and CONTRACTOR that cannot be resolved through the <del>informal</del> <i>good faith</i> efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.</p>	
12	Page 88, Appendix D – MTC Standard Consultant Contract, Article 26. ATTORNEYS’ FEES	Please Delete this section of the contract.	No
13	Page 69, Appendix D – MTC Standard Consultant Contract, Article 3, Compensation and Method of Payment	<p>This Section appears to have been written for a Cost Plus Fixed Fee contract. We request that it be tailored to specify separate amounts for the Fixed Price and Time &amp; Material items specified for this Project.</p> <p>3. COMPENSATION AND METHOD OF PAYMENT</p> <p>Subject to duly executed amendments, MTC will pay CONTRACTOR for its services as described in Attachment A, <u>Scope of Work</u>, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors’ costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, not to exceed <b>[SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)]</b> (“Maximum Payment”). MTC shall make payments to CONTRACTOR in</p>	This contract is set up to accommodate both firm fixed price and time and materials based work. Article 3, of Appendix D, MTC Standard Consultant Contract references the total amount to be paid under this contract. MTC will not separate by type of work.

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		accordance with the provisions described in Attachment C, <u>Compensation and Method of Payment</u> , attached hereto and incorporated herein by this reference.	
14	Page 70, Appendix D – MTC Standard Consultant Contract, Article 4, Key Personnel and Attachment D	Please modify Section 4 and Attachment D to specify that Key Personnel, their hourly rates, and are applicable only to Element I and Time and Material Task Orders issued under Elements IV, V, and VI.	No.
15	Page 71, Appendix D – MTC Standard Consultant Contract, Article 6A, Termination for Convenience	<p>Please modify this section to provide separate provisions for termination of Fixed Price items and Time and Material items. For Fixed Price items, we request that payment be made in proportion to the percentage of completion of the items to the Fixed Price of the item and not upon recorded costs.</p> <p>Please delete the phrase “not to exceed 1%” which may be a typographical error since it implies that a 1% profit or less would be reasonable.</p> <p>For Time &amp; Material Items, we request that payment be based upon time expended at specified rates and material/expense costs incurred up to the day of termination. We request that termination expenses be paid based estimated costs with a reasonable fee.</p>	No
16	Page 72, Appendix D – MTC Standard Consultant Contract, Article 9 Indemnification	<p>We request your consideration of a modification to this section to exclude indemnification to the extent caused by the negligence or willful misconduct of an indemnified party.</p> <p>Also, under item B, we ask that this section be modified to exclude indemnification for any existing systems or intellectual property provided by MTC.</p>	No
17	Page 69, Appendix D – MTC Standard Consultant Contract, Article 3, Compensation and Method of Payment	<p>This standard template does not appear to have been drafted to address a contract with both Fixed Price and Time &amp; Material elements nor an effort that includes both implementation and subsequent operation and maintenance after implementation has been accepted. We request that changes be made in the following areas:</p> <ul style="list-style-type: none"> <li>• Firm Fixed Price <ul style="list-style-type: none"> <li>○ Address the fact that this section applies only to certain elements of the Contract</li> </ul> </li> </ul>	MTC does not agree to these requested changes. Please review Attachment C, Compensation and Method of Payment, of Appendix D, which includes payment terms for both Firm Fixed price and time and materials

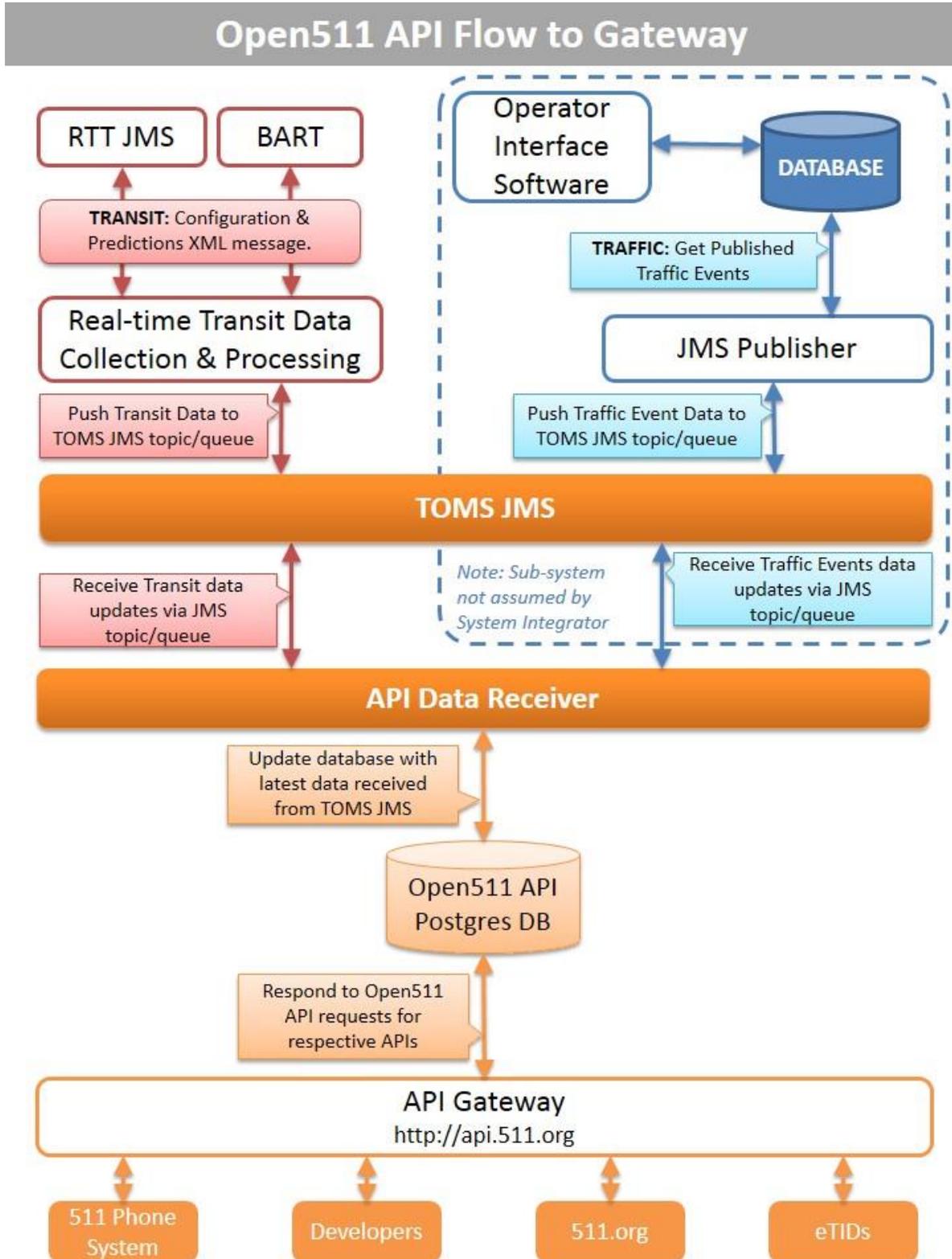
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		<ul style="list-style-type: none"> <li>○ Delete the reference to the use of Key Personnel rates as the basis for estimates. Amendments will be negotiated based upon a proposal submitted by contractor detailing estimated costs, overhead and profit.</li> <li>○ Specify that retention is applicable only to implementation under the basic contract and individually to Task Order and provide for payment upon production launch or Task Order completion as applicable.</li> <li>● Time &amp; Material <ul style="list-style-type: none"> <li>○ Change “Labor – Hour” to “Time &amp; Material”</li> <li>○ Address the fact that this section only applies to certain elements of the contract.</li> <li>○ Since not all persons providing services will be identified as Key Personnel, change the reference to rates to an appropriate Attachment other than Attachment D</li> <li>○ Specify that retention is applicable only to implementation under the basic contract and individually to Task Order and provide for payment upon production launch or Task Order completion as applicable.</li> </ul> </li> </ul>	
18	RFP, Section VII, Subarticle O. Bid Bond, Page 32	<p>Would the MTC reconsider imposing these requirements? It has significant cost implications and will likely eliminate qualified companies from bidding on the 511 System Integrator contract.</p> <p>In lieu of a Bid Bond requirement, perhaps the MTC review the Prime Contractor references on its bid credibility.</p>	This request will be addressed in Addendum No. 2.
19	RFP, Section VII, Subarticle P. Performance Bond, Page 32	<p>In lieu of a Performance Bonding requirement, perhaps the MTC includes a software escrow requirement? This provides the MTC with safeguards on Contractor failures/bankruptcies or other events which could impede its ability to perform the contracted services.</p>	No
20	RFP, Section VII, Subarticle P. Performance Bond, Page 32	<p>Our bonding provider has indicated that providing bonding for Operations and Maintenance phase services (Elements I and III) is problematic as these services do not relate to delivery of an asset as is conventionally the case for a Performance Bond. Will MTC consider alternative payment mechanisms that will provide it with comparable assurance that the Contractor is</p>	The O&M Period does entail the performance of duties, and in the course of those duties will incur obligations to suppliers and

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		financially committed to delivering Operation and Maintenance phase services in compliance with contract performance expectations?	laborers. Therefore a Performance Bond is required.
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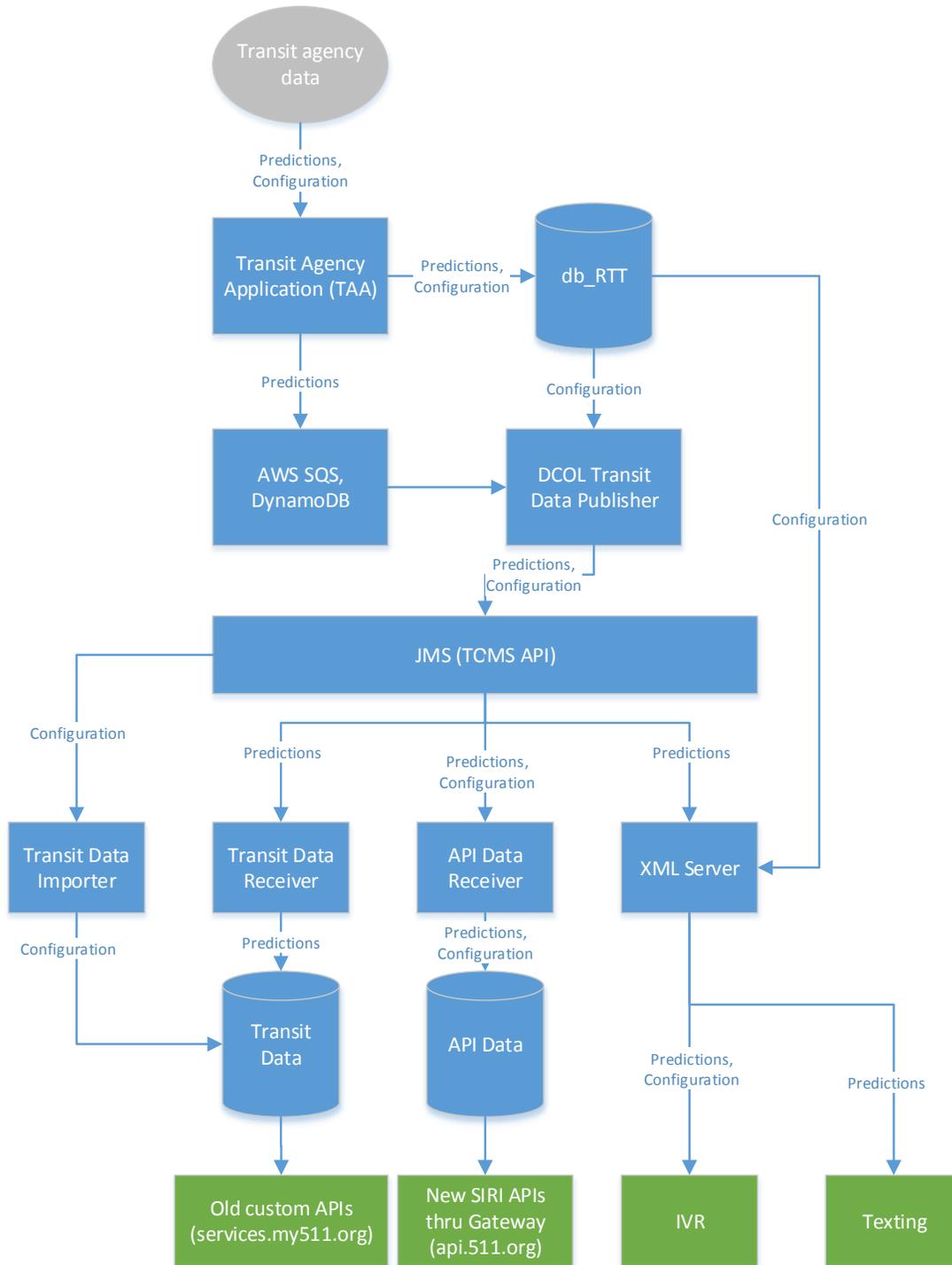
Attachment C  
Open 511 API Flow to Gateway



Attachment D  
APIs Available Through the Gateway

API Name	API Category
Stop Monitoring	Transit API
Vehicle Monitoring	Transit API
Trip Updates	Transit API
Vehicle Positions	Transit API
Operator	Transit API
Line	Transit API
Stop	Transit API
StopPlace	Transit API
Pattern	Transit API
Timetable	Transit API
Holidays	Transit API
Announcement	Transit API
Transit Scheduled Departures for a Stop	Transit API
General Announcements	Transit API
Event	Traffic API
Area	Traffic API
Road	Traffic API
Traffic Segment	Traffic API
Historical Traffic Conditon	Traffic API
Discovery	Discovery API
Jurisdiction	Discovery API

**Attachment E**  
**Real-Time Transit Data Flow and Software Components**



**APPENDIX D-1, REVISED INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with MTC, placed with insurers with a Best’s rating of A-VIII or better.

Yes (√)	<p><b>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.</b></p>
—	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and <u>Employer’s Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such <u>Workers Compensation &amp; Employer’s Liability</u> may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees. <u>Should any bridge work require coverage for the United States Longshore Harbor Workers Act, CONSULTANT agrees to furnish proof of insurance, if required.</u></p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability that shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p> <p>MTC and _____, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
—	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.</p>

	<p>The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors &amp; Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>
<p>_____</p>	<p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of its Agreement with MTC, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>
<p>Consultant's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.</p> <p>Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.</p> <p>If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Consultant shall:</p> <ol style="list-style-type: none"> <li>1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with MTC or the beginning of any work under such Agreement;</li> <li>2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and</li> <li>3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.</li> </ol> <p>All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with MTC.</p>	

Prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with MTC.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**