



METROPOLITAN  
TRANSPORTATION  
COMMISSION

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**June 25, 2015**  
**Addendum No. 2 to**  
**Request For Proposal**  
**Maintenance, Diagnostic and Repair Services of**  
**Traffic Operations System (TOS) Devices**

Dear Proposer:

This letter is Addendum No. 2 to the Request For Proposals (RFP) for Maintenance, Diagnostic and Repair Services of Traffic Operations System (TOS) Devices dated May 19, 2015, as amended June 18, 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</u> <u>Item</u>	<u>Reference</u>	<u>Change</u>
1.	RFP, Introductory Page, Third Paragraph, Page 1	Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version of their proposal, in accordance with the instructions set forth in the RFP, no later than <b>4:00 p.m., Friday Wednesday, June 26 July 15, 2015.</b> <u>Proposals received after that date and time will not be considered.</u>
2.	RFP, Section II, Proposer <u>Minimum Qualifications</u> , Page 4	Replace the entire section with the following:  <b><u>Minimum Qualifications</u></b>  Proposals must demonstrate that the Proposer submitting the proposal meets the following Minimum Qualifications to be eligible for consideration for this project:  <ol style="list-style-type: none"> <li>1. <del>Proposer</del> <i>Prime contractor</i> must have five (5) years of relevant experience managing TOS Maintenance Services for either governmental clients such as state, national, or international government or large private clients where comparable services have been provided.</li> <li>2. <del>Proposer</del> <i>Prime contractor</i> must have five (5) years of experience in implementing a preventative maintenance program.</li> <li>3. <del>Proposer</del> <i>prime contractor or subcontractor</i> must have five years of experience in managing and maintaining a large Ethernet Network.</li> </ol>

*Dave Cortese, Chair*  
Santa Clara County

*Jake Mackenzie, Vice Chair*  
Sonoma County and Cities

*Alicia C. Aguirre*  
Cities of San Mateo County

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U.S. Department of Housing and Urban Development

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City and County of San Francisco

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Association of Bay Area Governments

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*Steve Heminger*  
Executive Director

*Alix Bockelman*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations

		<ol style="list-style-type: none"><li>4. <del>Either Proposer</del> <i>prime contractor or subcontractor</i> must have five years of experience with troubleshooting communication and equipment failures.</li><li>5. <del>Either Proposer</del> <i>prime contractor or subcontractor</i> must have five years of experience in configuring, calibrating, and maintaining detection systems, CCTV equipment and other equipment in the Table of Devices listed above.</li><li>6. <del>Either Proposer</del> <i>prime contractor or subcontractor</i> must have five years of experience in performing construction work related to the repair and restoration of electrical systems. This experience shall include, but not be limited to, installing conduits, pull boxes, poles, controller and service cabinets, and pulling wires and cables.</li><li>7. <del>Either Proposer</del> <i>prime contractor or subcontractor</i> must have five years of experience in troubleshooting and configuring various types of communication equipment including, but not limited to, T1, DSL, ISDN, fiber optic, cellular wireless, and point-to-point wireless systems.</li><li>8. <del>Proposer</del> <i>Prime contractor's</i> Project Manager (PM) shall be a licensed Electrical or Civil Engineer in the State of California with ten years of experience in managing TOS/Transportation Management System related projects.</li><li>9. <del>Either Proposer</del> <i>prime contractor or subcontractor's</i> Electrical/<del>Network/System</del> Engineer shall have a Bachelor of Science in Electrical Engineering with five years of experience in related fields., <del>and Proposer's Electrical Engineer</del> shall be a licensed Electrical Engineer in the State of California. <i>Additionally, either Proposer's prime contractor or subcontractor's</i> Network/System Engineer shall have a <i>Bachelor of Science in Electrical Engineering with five years of experience in related fields, and have Cisco Certified Network Administrator or Engineer (CCNA or CCNE), Comp TIA A+ and Comp TIA Network+ certifications.</i></li><li>10. <del>Either Proposer</del> <i>prime contractor or subcontractor's</i> telecommunication technicians shall at a minimum, have completed a</li></ol>
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		<p>recognized apprenticeship as a technician for four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices. An Associate of Arts/Sciences or Certificate of Electrical or Electrical Technology may be substituted for two years of the required experience.</p> <p>11. <del>Proposer</del> <i>Prime contractor</i> shall have a Class-A license or a C-10 license.</p> <p>12. All Electricians on the <del>Proposer</del> <i>prime contractor or subcontractor's</i> team shall be certified with four years of experience in related fields.</p> <p>13. The <del>Proposer</del> <i>prime contractor</i> or its traffic control subcontractor shall have a C-31 license.</p>
<p>3.</p>	<p>RFP, Section III, <u>Scope of Work, Period of Performance and Budget</u>, Item B, Period of Performance Page 8</p>	<p>The initial period of performance for this contract shall be three (3) years. MTC expects the work to commence on or about <del>October</del> November 1, 2015, and to be completed no later than <del>June 30</del> October 31, 2018. At MTC's sole option, the contract may be extended for up to two (2) additional years for work related to the Appendix A, <u>Preliminary Scope of Work</u>.</p>
<p>4.</p>	<p>RFP, Section IV, <u>Proposers' Conference and Requests for Clarification or Exceptions</u>, Page 8</p>	<p>A Mandatory Proposers' Conference will be held on <i>Monday, July 6, at 10:30 a.m. at the Joseph P. Bort MetroCenter Building, 101 8<sup>th</sup> Street, Oakland, in the Lakeview conference room. With changes in Section II, <u>Proposer Minimum Qualifications</u>, this second mandatory Proposers' Conference will be held for those who now meet the requirements. Attendance at the July 6<sup>th</sup> Proposers' Conference is <u>only mandatory for those who did not attend the May 28<sup>th</sup> session.</u> <b>Attendance at the Proposers' Conference is mandatory for all Proposers bidding as Prime Contractors.</b> For those who attended the previous mandatory Proposers' Conference, attendance of the July 6<sup>th</sup> conference is <u>not</u> required.</i></p> <p>Any requests for clarification, or questions regarding RFP requirements, or requests for exceptions to or modifications of RFP provisions must be received by MTC no later than 4:00 PM on <del>Wednesday</del> Tuesday, <del>June 3</del> July 7, 2015 to guarantee response or consideration. MTC reserves the right to reject any</p>

		proposal that contains unauthorized conditions or exceptions.
5..	RFP, Section V, <u>Contractor Selection Timetable</u> , Page 8	<p>1:30 p.m. on Thursday, May 28, 2015 <i>or</i> 10:30 a.m. on Monday, July 6, 2015</p> <p><i>Mandatory Proposer’s Conference, at 101 8<sup>th</sup> Street, Oakland, CA 94607, Claremont conference room (May 28) and Lakeview conference room (July 6). For those who attended the previous mandatory Proposers’ Conference, attendance of the July 6<sup>th</sup> conference is <b>not</b> required.</i></p> <p><del>4:00 p.m. on Wednesday, June 3, 2015</del> 4:00 p.m. on Tuesday, July 7, 2015</p> <p>Closing date/time for receipt of requests for clarification or exceptions</p> <p>No later than three (3) working days prior to the date proposals are due.</p> <p>Deadline for protesting RFP provisions</p> <p><b>4:00 p.m., Friday Wednesday, June 26 July 15, 2015</b></p> <p><b>Closing date and time for receipt of proposals</b></p> <p>Week of <del>July 20</del> August 10, 2015</p> <p>Interviews/discussions, if held</p> <p>Week of <del>July 27</del> August 17, 2015</p> <p>Issue Request for Best and Final Offers, if requested</p> <p>4:00 p.m., <del>Wednesday</del> Friday, August 5<del>28</del>, 2015</p> <p>Closing date/time for receipt of Best and Final Offers, if requested</p> <p>September/<i>October</i> 2015</p> <p>Recommendation of award to MTC Operations Committee</p>
6.	RFP, Section VI, <u>Submittal of Proposals</u> , Page 9	<p>1. Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version, of their proposal by <b>4:00 p.m., Friday Wednesday, June 26 July 15, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.</b></p>

<p>7.</p>	<p>Appendix A: Preliminary Scope of Work, A. Maintenance of TOS Devices, 1. Contractor Obligations, Licenses, Certifications and Requirements, Page 24</p>	<p><i>Prime contractor's</i> Project Manager (PM) shall be a licensed Electrical or Civil Engineer in the State of California with ten years of experience in managing TOS/Transportation Management System related projects.</p> <p><del>Either Contractor's</del> <i>prime contractor or subcontractor's</i> Electrical/<del>Network/System</del> Engineer shall have a Bachelor of Science in Electrical Engineering with five years of experience in related fields. Additionally, <i>either prime contractor or subcontractor's</i> Electrical Engineer shall be a licensed electrical engineer in the State of California. <del>The</del> <i>Additionally, either Proposer's prime contractor or subcontractor's</i> Network/System Engineer shall have a <i>Bachelor of Science in Electrical Engineering with five years of experience in related fields, and have Cisco Certified Network Administrator or Engineer (CCNA or CCNE), Comp TIA A+ and Comp TIA Network+ certifications.</i></p> <p><del>Contractor's</del> <i>Either prime contractor or subcontractor's</i> telecommunication technicians shall, at a minimum, have completed a recognized apprenticeship as a technician for four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices. An Associate of Arts/Sciences or Certificate of Electrical or Electrical Technology may be substituted for two years of the required experience.</p> <p><del>Contractor</del> <i>Prime contractor</i> shall have a Class-A license or a C-10 license. All Electricians <i>on the prime contractor or subcontractor's team</i> shall be certified with four years of experience in related fields.</p> <p><del>The Contractor</del> <i>prime contractor</i> or its Traffic Control subcontractor shall have a C-31 license.</p>
<p>8.</p>	<p>Appendix B-2: Resource Rate Schedule, Page 52</p>	<p>#2. <del>Electronics</del> <i>Electrical /Network/System</i> Engineer                  #3. <del>Electronics</del> <i>Electrical /Network/System</i> Engineer</p>

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 regarding this RFP are enclosed with this Addendum.

Any questions concerning this addendum to the RFP should be directed to Kaki Cheung, Project Manager, at (510) 817-5752 or kcheung@mtc.ca.gov.

Sincerely,

DocuSigned by:

**Steve Heminger**

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**Steve Heminger**

**Executive Director**

SH: KC

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## REQUEST FOR EXCEPTIONS / CLARIFICATIONS

#	RFP REFERENCE	REQUEST	RESPONSE
1	Page 61, Appendix F MTC Standard Contractor Contract	<p>Can MTC modify this section by adding the italicized language below?</p> <p>To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees (“MTC Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any of the following: A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONTRACTOR <i>to the extent</i> caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONTRACTOR or its officers, employees, subcontractors or agents, <i>but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the negligence or willful misconduct of MTC and MTC Indemnified Parties</i>; or B. Any allegation that materials or services provided by CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party. CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal</p>	No

		<p>proceedings and pay all <i>reasonable</i> charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONTRACTOR shall, at its expense, satisfy and discharge the same. The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law 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>	
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