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 Executive Director

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 Deputy Executive Director, Policy

ANDREW B. FREMIER
 Deputy Executive Director, Operations

November 18, 2015

Addendum No. 1
 To
 Invitation For Bids (IFB)
 Express Lanes Fiber Optic Communications Network
 Fiber Optic Cable and Network Electronics Furnishing, Installation and Testing
 Dated October 21, 2015

Dear Consultant:

This letter is Addendum No. 1 to the Invitation for Bids Express Lanes Fiber Optic Communication Network Project, dated October 21, 2015 (“IFB”). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The IFB is revised as follows:

| <u>Addendum Item</u> | <u>Reference</u> | <u>Change</u> |
|----------------------|--|---|
| 1. | IFB - Part 6, <u>Special Conditions</u> , SC-1 Indemnification, First Paragraph (Page 72) | Consistent with California Civil Code Section 2782 and except where the injury, loss, damage or expense arises from the sole or active negligence or the willful misconduct of BAIFA or the following entities referred herein as “Stakeholder Agencies”: MTC, BATA, Caltrans, BART, <i>Burlington North Santa Fe Railway,</i> City of Walnut Creek, City of Dublin, City of Oakland, and California Highway Patrol; |

| <u>Addendum Item</u> | <u>Reference</u> | <u>Change</u> |
|----------------------|--|---|
| 2. | IFB – Part 7, <u>General Conditions</u> , GC-2 Compliance with Laws and Regulations (Page 104) | Keep informed of, comply with, and cause all of your agents, employees, suppliers and subcontractors of any tier, to observe and comply with all applicable Federal, State, and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation (DOT). You will indemnify, defend, and hold harmless the State, BAIFA, the Municipality or other entity within whose jurisdiction or on whose property the work is being performed, and Commissioners, their Board of Supervisors, Board of Directors, Councils, officers, agents, consultants and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Contract by you and/or your agents, employees or subcontractors, excepting only loss, injury or damage caused by the active or sole negligence or willful misconduct of personnel employed by the indemnities. |
| 3. | IFB - Part 10, <u>Construction Details</u> , Section 86-2.19(R)(5)(ix) Battery Backup Power System, UPS Installation Requirements and Warranty (Page 220) | <p>UPS Installation Requirements and Warranty</p> <p>Install UPS units in the communications hub cabinets, data centers and TMC facility as close as possible to their respective equipment. Connect the UPS unit to a power outlet. Connect the UPS or RS232 monitoring port to a compatible port on its respective out-of-band terminal server. Configure each Hub site, and TMC and Data Center site mounted UPS unit for remote monitoring from the Network Management System (NMS). Install the UPS monitoring software on the Backhaul Network Management System for remote monitoring of each UPS unit. Configure the remote monitoring to send email alerts, syslog (if supported) events and SNMP traps. Configure access control security for each device. Run and document the UPS diagnostics to ensure a proper installation.</p> <p>The UPS control unit and UPS batteries shall include a 5-year full replacement warranty. The warranty shall cover the cost of new batteries if the battery capacity falls below one half of the original battery capacity. The warranty shall also cover the shipping cost to and from the manufacture <i>manufacturer</i>.</p> |
| 4. | IFB - Part 10, <u>Construction Details</u> , Section 86-21.02J, Training Courses (Page 244) | <p style="text-align: center;">Add to On-Site Training, 166. General</p> <ul style="list-style-type: none"> • <i>You shall conduct a minimum of 10 days of training</i> • <i>Each training day will consist of an 8 hour minimum training session</i> • <i>BAIFA expects that all classroom style training will be conducted at the 375 Beale facility in a classroom supplied by BAIFA</i> • <i>You shall supply all training materials, including but not limited to laptops and in-class networking peripherals, cables, projectors, writing and note taking materials.</i> • <i>All installed operating system, firmware and software needed to conduct training shall be supplied by You. No connections from the classroom</i> |

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| | | <p><i>training environment to the BAIFA networks, including the Backhaul network shall be allowed.</i></p> <p><i>BAIFA expects to train a total of 10 staff and representatives.</i></p> |
| <p>5.</p> | <p>IFB - Part 10, <u>Construction Details</u>, Section 86-23.01E(2), Hardware Requirements</p> <p>(Page 269)</p> | <p style="text-align: center;">Add to Backup Server</p> <ul style="list-style-type: none"> • <i>Host Bus Interface: Fiber Channel or Serial Attached Storage (SAS) for direct connection to Tape Library</i> |
| <p>6.</p> | <p>IFB - Part 10, <u>Construction Details</u>, Section 86-23.01H, Tape Backup Storage System</p> <p>(Page 273)</p> | <p>86-23.01H Tape Backup Storage System:</p> <p>86-23.01H(1) General: Provide drive and tape storage. Utilize 10GB iSCSI as the primary communications protocol. Backwards compatible with 1GB iSCSI. <i>Utilize Fiber Channel or Serial Attached Storage (SAS) for direct connection to Backhaul Backup Server.</i></p> <p>86-23.01H(2) Software Features: Disk to Disk and Disk-to-Tape backup automation based on user-defined storage policy</p> <p>86-23.01H(3) Chassis: Tape Library</p> <ul style="list-style-type: none"> • One (1) rack mount Fiber Channel or SAS 10gigabit iSCSI or Ethernet-based tape storage library. Maximum Height of 3RU<i>4RU</i>. • Hardware-based encryption of 128-Bit AES or higher level encryption • Rewritable and Write Once Read Many (WORM) • Library slot capacity to hold a minimum of twelve (12) tape cartridges • Minimum data transfer rate to tape of 2.0TB/hr <p>86-3.05H(4) Tape:</p> <ul style="list-style-type: none"> • Minimum Twelve (12) Tape Cartridges • LTO Ultrium 6 based storage and compression • Cartridge capacity of 2.5 TB native; 6.25 TB with data compression <p>86-23.01H(5) Management: Management via SSH, HTTPS and SNMP v2 or higher.</p> <p>86-23.01H(6) Power: Dual Redundant Hot-Swappable Power Supply</p> |

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| | | <p>86-23.01H(7) Network:</p> <ul style="list-style-type: none"> • 10GigE 10/100/1000 SFP or RJ-45 Network Port(s) for device management • 10Gbps iSCSI support with Jumbo Frames • Fiber Channel or SAS HBA Fiber optic SFP modules compatible with Backup Server HBA Tape Library and core switches if optic network ports are furnished on tape library |
| 7. | IFB, Appendix C, <u>Logical Network Details</u> | <p>Replacement Diagrams: Appendix C, <u>Logical Network Details</u>, Backhaul Overview Diagram, 375 Beale Physical Interconnections, Benicia Toll Plaza Physical Interconnections, Walnut Creek Physical Interconnections, West Dublin Physical Interconnections, BOH Physical Interconnections, and Caltrans D4 TMC Physical Interconnections are deleted and replaced with Appendix C, <u>Logical Network Details</u>, Replacement Diagrams.</p> |

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

Any questions concerning this Addendum to the IFB should be directed to Michael Brinton, Contracts Specialist, at (510) 817-5727 or mbrinton@mtc.ca.gov.

Sincerely,



Andrew B. Fremier
Deputy Executive Director

AF: mb

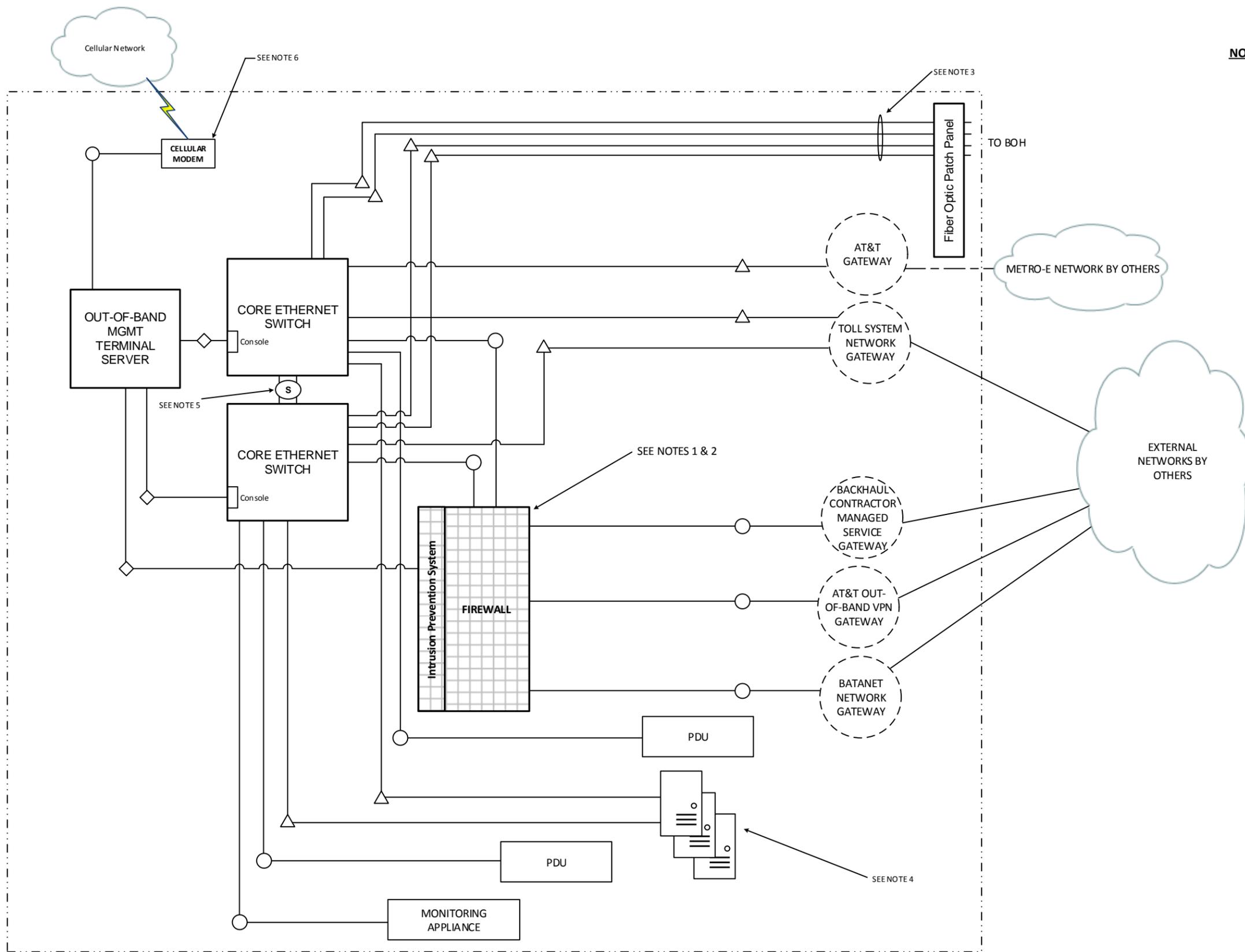
J:\CONTRACT\Procurements\Engineer&Architect\Express Lanes\Backhaul Network\New IFB\Fiber Optic Network IFB Addendum No.1_O & A

APPENDIX C

Logical Network Details

Replacement Diagrams

Backhaul Overview Diagram, 375 Beale Physical Interconnections, Benicia Toll Plaza Physical Interconnections, Walnut Creek Physical Interconnections, West Dublin Physical Interconnections, BOH Physical Interconnections, and Caltrans D4 TMC Physical Interconnections



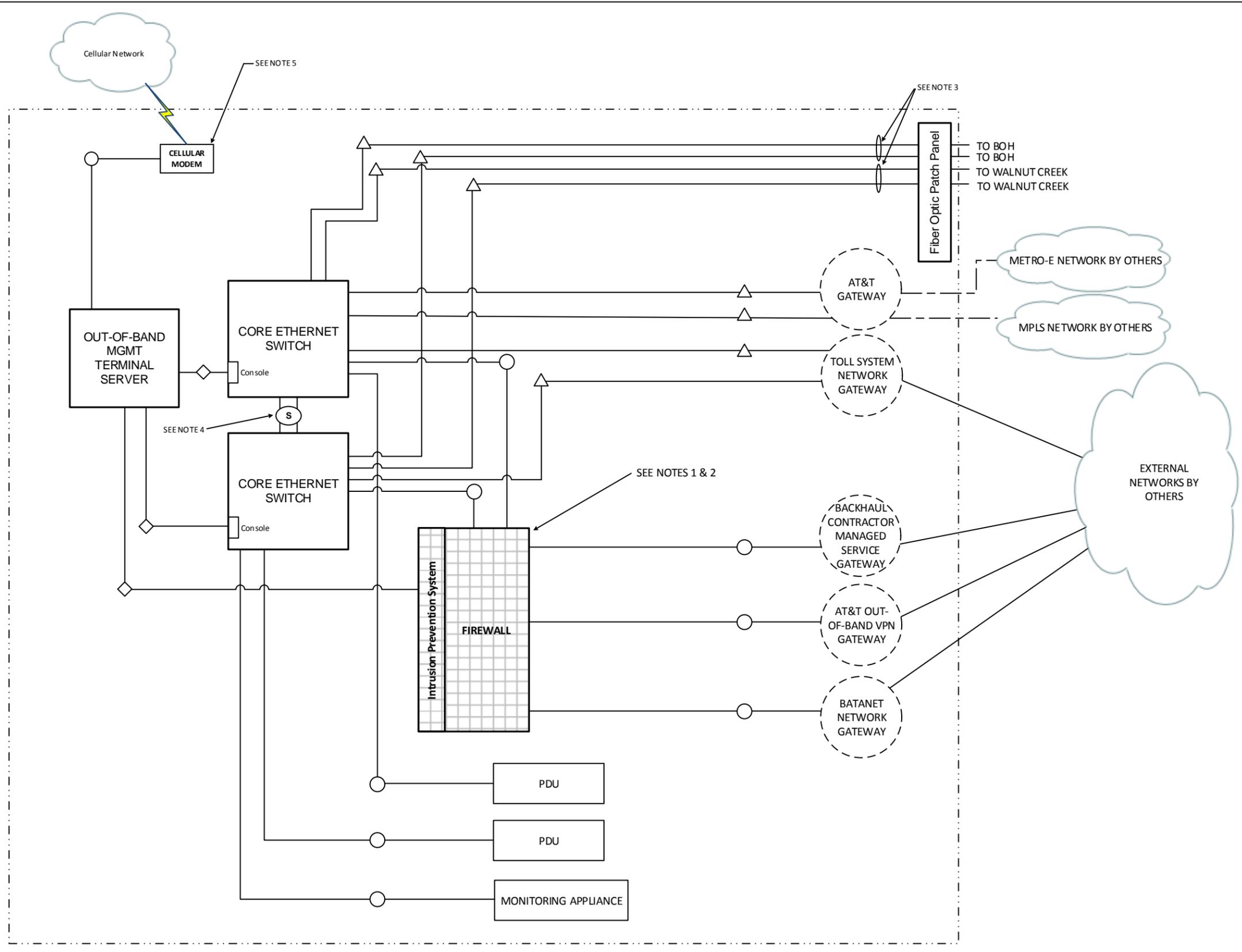
- NOTE:**
- INTRUSION PREVENTION SYSTEM (IPS) FUNCTION MAY BE INTEGRATED INTO FIREWALL OR PROVIDED AS A SEPARATE APPLIANCE INLINE WITH BACKHAUL INTERNAL AND MANAGEMENT NETWORKS
 - FIREWALL AND IPS FUNCTIONS MAY BE INTEGRATED INTO CORE SWITCH
 - LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS
 - THE SERVER HARDWARE SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL CONFIGURATION OF SERVERS AND NUMBER OF UPLINKS WILL BE DETERMINED DURING IMPLEMENTATION REVIEW
 - VSS CONNECTION OR APPROVED EQUAL
 - OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS

LEGEND:

- NETWORK EQUIPMENT BY OTHERS
- NEW NETWORK EQUIPMENT
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- 10GBASE-xR
- 10/100/1000 BASE-T
- RS-232 SERIAL
- VSS OR STACK CONNECTION
- LOCATION GROUP
- OTHER NETWORK
- NETWORK MANAGEMENT VIRTUAL CLUSTER HARDWARE

375 Beale

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| No. | DATE | ISSUE / REVISION | SUBMITTED BY: ATKINS 332 Pine Street 5 th Floor San Francisco, CA 94104 | PROJECT BAIFA Backhaul Communications Network | TITLE 375 Beale Physical Interconnections | |
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- NOTE:**
1. INTRUSION PREVENTION SYSTEM (IPS) FUNCTION MAY BE INTEGRATED INTO FIREWALL OR PROVIDED AS A SEPARATE APPLIANCE INLINE WITH BACKHAUL INTERNAL AND MANAGEMENT NETWORKS
 2. FIREWALL AND IPS FUNCTIONS MAY BE INTEGRATED INTO CORE SWITCH
 3. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS
 4. VSS CONNECTION OR APPROVED EQUAL
 5. OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS

LEGEND:

- NETWORK EQUIPMENT BY OTHERS
- NEW NETWORK EQUIPMENT
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- 10GBASE-xR
- 10/100/1000 BASE-T
- RS-232 SERIAL
- VSS CONNECTION OR APPROVED EQUAL
- LOCATION GROUP
- OTHER NETWORK
- NETWORK MANAGEMENT VIRTUAL CLUSTER HARDWARE

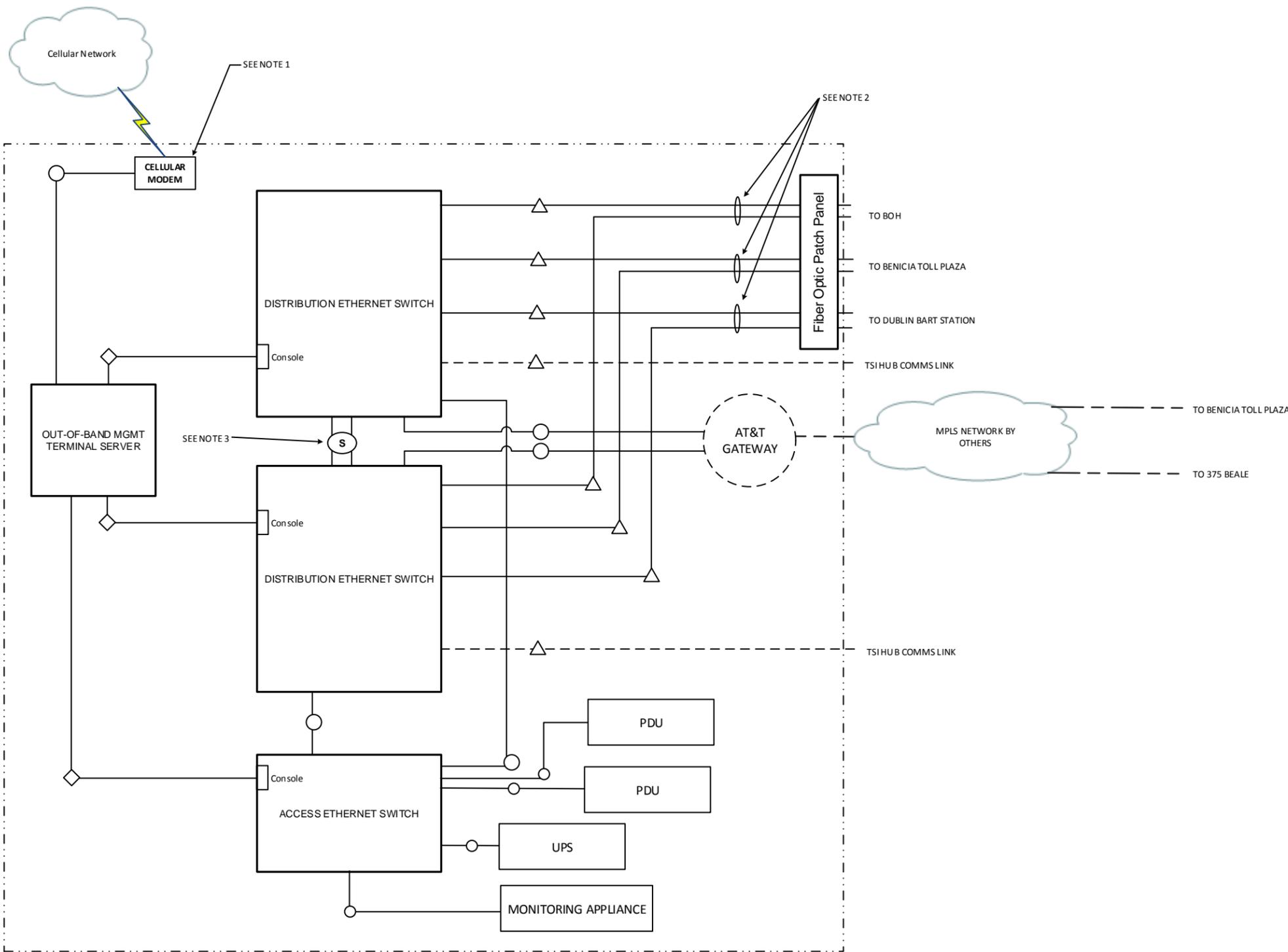
BENICIA TOLL PLAZA

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ATKINS 332 Pine Street
 5th Floor
 San Francisco, CA 94104

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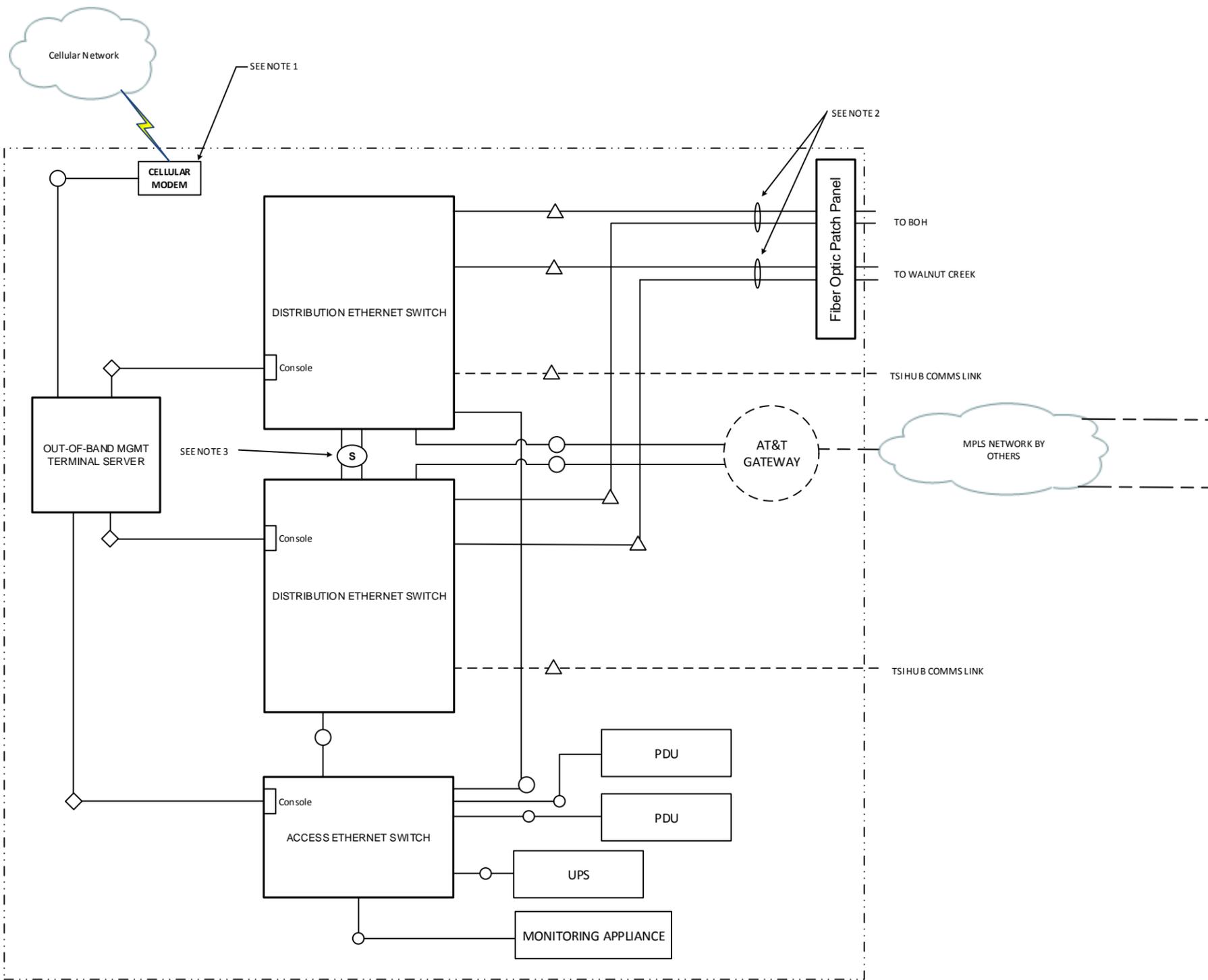
1. OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS
2. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS AND DATA CENTERS
3. VSS OR STACK CONNECTION

LEGEND:

- Location Group
- NEW NETWORK EQUIPMENT
- 10/100/1000 BASE-T
- 10GBASE-xR
- RS-232 SERIAL
- ETHERCHANNEL/VSS OR SIMILAR STACK CONNECTION
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- ROADSIDE NETWORK CONNECTION(S) TO BACKHAUL NETWORK BY OTHERS
- OTHER NETWORK

WALNUT CREEK

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| | | | 332 Pine Street 5 th Floor San Francisco, CA 94104 | BAIFA Backhaul Communications Network | Walnut Creek Physical Interconnections | None | | |
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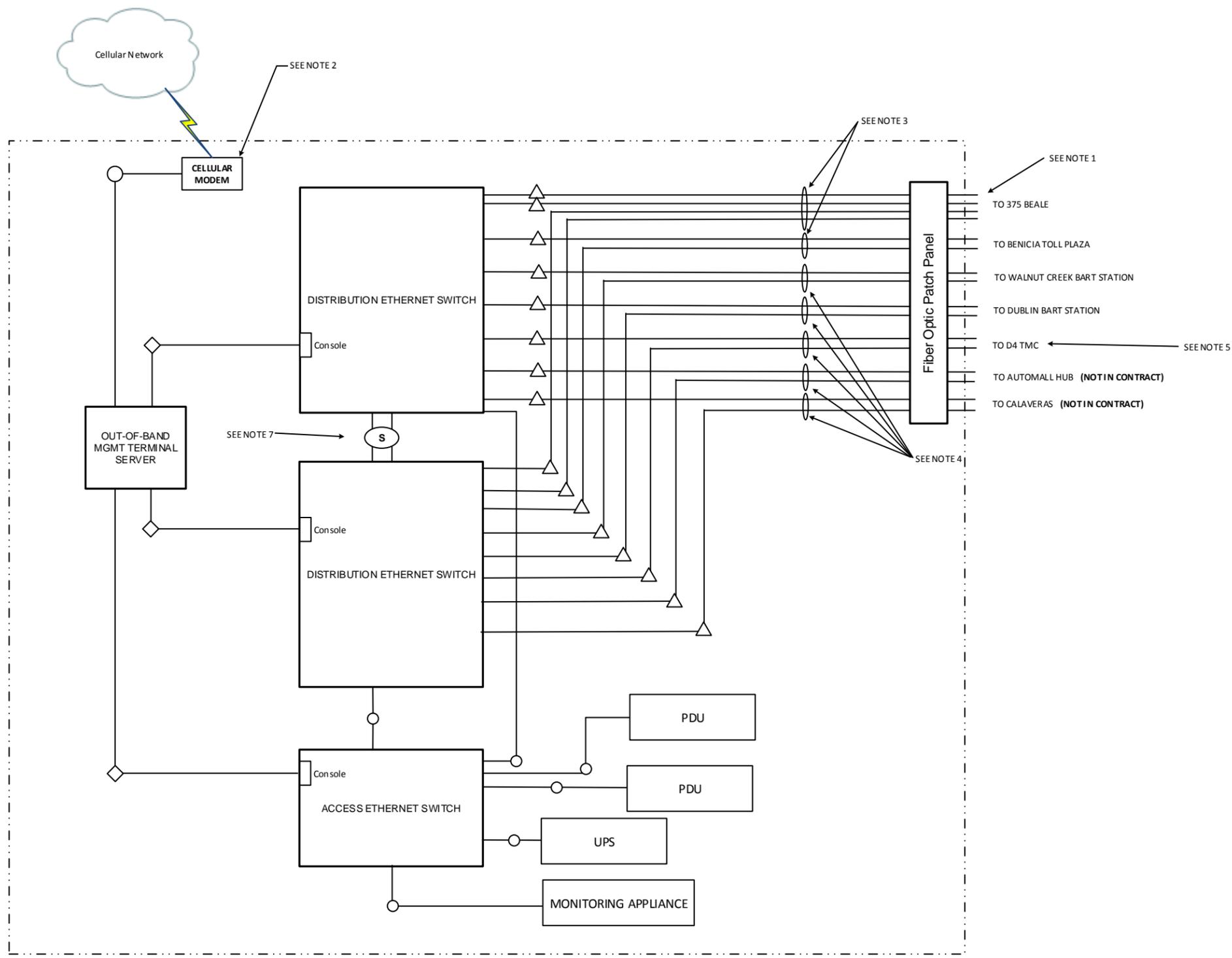
1. OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS
2. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS
3. VSS OR STACK CONNECTION

LEGEND:

- Location Group
- NEW NETWORK EQUIPMENT
- 10/100/1000 BASE-T
- 10GBASE-xR
- RS-232 SERIAL
- ETHERCHANNEL/VSS OR SIMILAR STACK CONNECTION
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- ROADSIDE NETWORK CONNECTION(S) TO BACKHAUL NETWORK BY OTHERS
- OTHER NETWORK

WEST DUBLIN

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| No. | DATE | ISSUE / REVISION | SUBMITTED BY: ATKINS 332 Pine Street 5 th Floor San Francisco, CA 94104 | PROJECT BAIFA Backhaul Communications Network | TITLE West Dublin Physical Interconnections | |
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BAIFA OAKLAND HUB (BOH)

NOTES:

1. CONNECTION IS PATCHED/CROSS-CONNECTED AT BART CFH AND EMBARCADERO FACILITIES BY OTHERS BEFORE CONTINUING TO CORE SWITCH(ES) AT 375 BEALE.
2. OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS.
3. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT DATA CENTER LOCATION
4. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS
5. CONNECTION FROM BOH TO CALTRANS TMC VIA CROSS-CONNECTION AT 19th STREET BART.
6. CONNECTION FROM BOH TO AUTOMALL HUB AND CALAVERAS HUB VIA CROSS-CONNECTION AT FREMONT BART STATION AND SILICON VALLEY ITS TRAFFIC OPERATIONS CENTER.
7. VSS OR STACK CONNECTION

LEGEND:

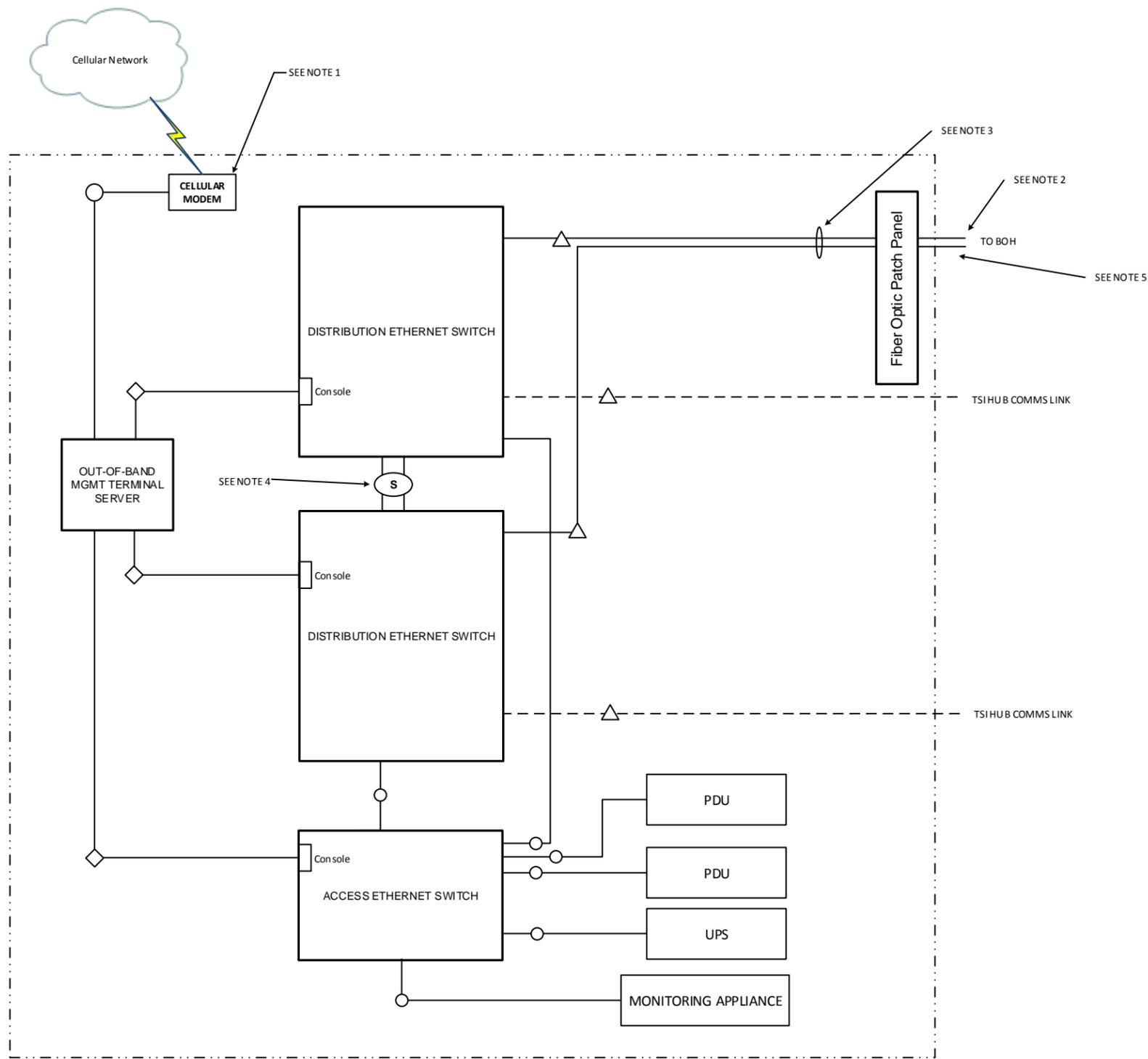
- Location Group
- NEW NETWORK EQUIPMENT
- 10/100/1000 BASE-T
- 10GBASE-xR
- VSS OR SIMILAR STACK CONNECTION
- RS-232 SERIAL
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- ROADSIDE NETWORK CONNECTION(S) TO BACKHAUL NETWORK BY OTHERS
- OTHER NETWORK

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SUBMITTED BY:
 332 Pine Street
 5th Floor
 San Francisco, CA 94104

PROJECT
BAIFA Backhaul Communications Network

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| BOH Physical Interconnections | |
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| None | |



NOTES:

1. OUT-OF-BAND CELLULAR MODEM HARDWARE FURNISHED AND INSTALLED BY OTHERS
2. CONNECTION FROM CALTRANS TMC TO BOH VIA CROSS-CONNECTION AT 19th STREET BART.
3. LAYER 3 CONFIGURED TRUNK LINKS TO/FROM ADJACENT HUBS
4. VSS OR STACK CONNECTION
5. FURNISH, INSTALL AND TEST INSIDE WIRING FROM TMC COMMS ROOM FIBER OPTIC PATCH PANEL TO BACKHAUL DESIGNATED RACK SPACE IN 7th FLOOR SERVER ROOM.

LEGEND:

- Location Group
- NEW NETWORK EQUIPMENT
- 10/100/1000 BASE-T
- 10GBASE-xR
- RS-232 SERIAL
- ETHERCHANNEL/VSS OR SIMILAR STACK CONNECTION
- NEW OR EXISTING BACKHAUL FIBER OPTIC NETWORK CABLE
- WAN COMM LINK
- ROADSIDE NETWORK CONNECTION(S) TO BACKHAUL NETWORK BY OTHERS
- OTHER NETWORK

CALTRANS D4 TMC

| No. | DATE | ISSUE / REVISION | SUBMITTED BY: | PROJECT | TITLE | SCALE | PAGE |
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| | | | 332 Pine Street 5 th Floor San Francisco, CA 94104 | BAIFA Backhaul Communications Network | Caltrans D4 TMC Physical Interconnections | None | |
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**ATTACHMENT 1 TO ADDENDUM NO. 1
DATED NOVEMBER 18, 2015 TO**

**INVITATION FOR BIDS (IFB)
EXPRESS LANES FIBER OPTIC COMMUNICATIONS NETWORK
FIBER OPTIC CABLE AND NETWORK ELECTRONICS FURNISHING,
INSTALLATION, AND TESTING
ISSUED OCTOBER 21, 2015**

**QUESTIONS RECEIVED FROM PRE-BID CONFERENCE HELD ON NOVEMBER 2,
2015 AND OTHER QUESTIONS SUBMITTED**

Q1: It is requested that the following changes, highlighted in red, be made to IFB:

1) SC-1 Indemnification (page 72)

Consistent with California Civil Code Section 2782 and except where the injury, loss, damage or expense arises from the ~~sole or active~~ negligence or the willful misconduct of BAIFA or the following entities referred herein as “Stakeholder Agencies”:

MTC,
BATA,
Caltrans,
BART,
City of Walnut Creek,
City of Dublin,
City of Oakland, and
California Highway Patrol;

You agree to indemnify and hold BAIFA, Stakeholder Agencies and their commissioners, directors, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all ~~reasonable~~ costs and expenses in connection therewith), ~~to the extent~~ incurred by reason of any ~~negligent~~ act or omission ~~or willful misconduct~~ by you, your officers, agents, employees and subcontractors or any of them, under or in connection with this Contract, ~~but excluding such claims, demands, suits, losses, damages, injury, and liability, direct or indirect, arising from the negligence or willful misconduct of BAIFA and BAIFA Indemnified Parties~~; and you agree at your own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against BAIFA, Stakeholder Agencies, or their commissioners, directors, officers, agents, and employees, or any of them ~~to the extent~~ arising out of such ~~negligent~~ act or omission ~~or willful misconduct~~, and to pay and satisfy any resulting judgments.

~~Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of BAIFA or the Stakeholder Agencies.~~ Your defense and indemnity obligation will extend to Claims arising after the work is completed and accepted if the Claims are ~~to the extent~~ directly related to alleged

negligent acts or omissions or willful misconduct by you that occurred during the course of the work. Any inspection of the work by BAIFA or the Stakeholder Agencies is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within thirty (30) days to the tender of any Claim for defense and indemnity by BAIFA or Stakeholder Agencies, unless this time has been extended by BAIFA. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, BAIFA may withhold such funds BAIFA reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

~~With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against BAIFA, Stakeholder Agencies, its officers, employees, or agents (excluding agents who are design professionals).~~

2) GC-2 Compliance with Laws and Regulations (page 104)

Keep informed of, comply with, and cause all of your agents, employees, suppliers and subcontractors of any tier, to observe and comply with all applicable Federal, State, and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation (DOT). You will indemnify, defend, and hold harmless the State, BAIFA, the Municipality or other entity within whose jurisdiction or on whose property the work is being performed, and Commissioners, their Board of Supervisors, Board of Directors, Councils, officers, agents, consultants and employees from any claim, liability, loss, injury or damage **to the extent** arising out of, or in connection with, **the negligent acts, omissions, or willful misconduct** in the performance of this Contract by you and/or your agents, employees or subcontractors, excepting only loss, injury or damage caused by the ~~active or sole~~ negligence or willful misconduct of personnel employed by the indemnities.

A1: Requests to both are denied, but see Addendum #1, dated November 18, 2015, Item #2 for modifications.

Q2: Could you please define the stationing for the Temporary Fiber Rolls in the table of WPCQ-1? The purpose of the use and the locations of the fiber rolls are unclear on the plan?

A2: The temporary fiber roll locations shown on WPCQ-1 relate to temporary Best Management Practices (BMPs) that should be installed at locations where excavation activities related to pull box and cabinet foundation work are proposed.

Q3: Do all the temporary BMPs have to be shown on water pollution control drawings? Could we just use the WPCQ-1 to represent all the temporary BMPs needs in the Water Pollution Control Program without showing each of these BMPs on the Water Pollution Control Drawings? If yes, this will reduce the fee to prepare the WPCP.

In reference to IFB - Appendix A, Contract Drawings and Plans, WPCQ-1, could

the Contractor use the WPCQ-1 as a typical water pollution control drawing for the Water Pollution Control Program (WPCP) without detailing all the temporary BMPs on all the E-sheets? If owner needs the Contractor to show all the temporary BMPs on all location on the E-sheets in the WPCP, the fee for preparing the WPCP will increase significantly. Please provide direction.

A3: Yes, WPCQ-1 can be used as a typical representation of the temporary BMPs required. The temporary BMP locations, shown on WPCQ-1, are for the contractor's information.

Q4: Will BAIFA be providing quantities and footages for the #1, #2, #4, and #6 conductors feeding the Service Pedestals and Communication Hubs or will the low bidder be able to go out and take field measurements for this and will BAIFA be willing to grant a change order for these items depending on the findings?

A4: BAIFA will not be providing quantities and footages for the conductors feeding the service pedestals and communication hub cabinets. The cost of electrical service conductor cables shall be considered incidental to the service pedestals and communications hub cabinet installations.

Q5: Are Uninterruptible Power Supply (UPS) units required at the Data Centers (Benicia & 375 Beale) or only Power Distribution Units (PDUs)? No UPS units are represented in the network diagrams at those sites but they were in fact represented in the network diagrams on the last bidding go around. Under the "General" section for the UPS requirement on page 219, it states: "The contractor shall install a new UPS at each Communication Hub Cabinet and Traffic Management Facility (TMC) location." No mention of data centers in here but then later down at the bottom of Page 220 under "UPS Installation Requirements and Warranty" it states: "Install UPS units in the communications hub cabinets, data centers and TMC facility as close as possible to their respective equipment."

A5: A UPS is not required at the 375 Beale and Benicia Data centers. Please see Addendum #1, dated November 18, 2015, Item #3 for further clarification.

Q6: There appears to be a discrepancy for the networks at the Hub locations. The connectivity represented between the Distribution and Access switch is 10Gb. The specification requirements for the Access switch in IFB Part 10, Construction Details, Section 86.23-01D(3) on page 267 says, "...(2) SFP uplink ports with 1G compatibility." There's no mention of 10Gb in the Access switch spec.

A6: The Interface connection between the Access Switch and the Distribution switch is 1Gbps. Please see Addendum #1, dated November 18, 2015, Item #7 for Replacement Diagrams.

Q7: Does BAIFA have a manufacturer name and part number(s) for the "Tape Backup Storage System". It's been challenging to find one that is under 3U in size and utilizes 10Gb iSCSI.

A7: The tape library is no longer required to connect at the 10Gbps. Please see Addendum #1, dated November 18, 2015, Items #5 and #6 for further clarification.

Q8: Will BAIFA consider an extension for submittals? Can we spread out the NLT 10 WD after NTP to 20 working days?

A8: No.

Q9: Part 10, Section 86-20.01D(10) Training Plan specifications states training plan must include: “Training for any unique or special circumstances encountered during installation and configuration of the Backhaul network” “Special Circumstances” seems open ended – what kind of special circumstances?

A9: Special Circumstances are conditions, events, attributes, states or influencing factors which are unusual or different from what is normally expected. Handling of any special circumstances that occurred during Backhaul installation and configuration must be covered in the training plan.

Q10: Going over the configurations for the L3 switches can take a lot of time and there are no time periods specified, does BAIFA have a minimum training class duration and time period as specified in 86-20.01D(10) Training Plan?

A10: BAIFA expects a minimum of 10 days for training. Each training day will consist of an 8 hour minimum training session. Please see Addendum #1, dated November 18, 2015, Item #4 for further clarification.