



BAY AREA TOLL AUTHORITY
 JOSEPH P. BORT METROCENTER
 101 EIGHTH STREET, OAKLAND, CA 94607-4700
 TEL 510.817.5700
 TTY/TDD 510.817.5769
 FAX 510.817.5848
 EMAIL info@mtc.ca.gov
 WEB www.mtc.ca.gov

July 27, 2012

Addendum No. 3
to
REQUEST FOR PROPOSAL
for the FasTrak® Regional Customer Service Center
 Dated May 25, 2012

ADRIENNE J. TISSIER, CHAIR
 San Mateo County

AMY REIN WORTH, VICE CHAIR
 Cities of Contra Costa County

TOM AZUMBRADO
 U.S. Department of Housing
 and Urban Development

TOM BATES
 Cities of Alameda County

DAVID CAMPOS
 City and County of San Francisco

DAVE CORTESE
 Santa Clara County

BILL DODD
 Napa County and Cities

DORENE M. GIACOPINI
 U.S. Department of Transportation

FEDERAL D. GLOVER
 Contra Costa County

MARK GREEN
 Association of Bay Area Governments

SCOTT HAGGERTY
 Alameda County

ANNE W. HALSTED
 San Francisco Bay Conservation
 and Development Commission

STEVE KINSEY
 Marin County and Cities

SAM LICCARDO
 Cities of Santa Clara County

JAKE MACKENZIE
 Sonoma County and Cities

KEVIN MULLIN
 Cities of San Mateo County

BIJAN SARTIPI
 State Business, Transportation
 and Housing Agency

JAMES P. SPERING
 Solano County and Cities

SCOTT WIENER
 San Francisco Mayor's Appointee

STEVE HEMINGER
 Executive Director

ANDREW B. FREMIER
 Deputy Executive Director

Dear Proposer:

This letter is Addendum No. 3 to the Request for Proposal for the FasTrak® Regional Customer Service Center dated May 25, 2012, as amended by Addendum #1 on July 10, 2012 and Addendum #2 on July 23, 2012. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

Addendum Item	Reference	Change(s)
1.	RFP, Section V. <u>General Conditions</u> , G. <u>Intellectual Property and Work Product Ownership Rights</u> , 1. <u>BATA Rights</u> , Page 14	The third sentence of the second paragraph is changed as follows: Contractor will <i>may</i> be required to enter into a non-disclosure agreement prior to receipt of any BATA Data.
2.	RFP, Section V. <u>General Conditions</u> , G. <u>Intellectual Property and Work Product Ownership Rights</u> , 3. <u>Contractor Software</u> , Page 16	The sixth sentence of the first complete paragraph is changed as follows: Every 6 <i>12</i> months for the duration of the maintenance contract and/or within 30 days following a major software change, <i>whichever is more frequent</i> , the latest version of the source code and detailed source code documentation shall be placed in escrow.
3.	RFP, Section V. <u>General Conditions</u> , G. <u>Intellectual Property and Work Product Ownership Rights</u> , 3. <u>Contractor Software</u> , Page 16	The last paragraph is changed as follows: The escrow agreement shall include a release provision providing for the escrowed software and source code to be released to BATA in the event that Contractor: (1) ceases to function as a going concern; makes an assignment for the benefit of creditors; becomes the subject of a proceeding in bankruptcy, receivership, insolvency or similar laws, which proceeding is not dismissed within thirty (30) days after it is instituted; or liquidates, dissolves or sells substantially all of its

		assets or is purchased by another company; (2) is unable or fails to adequately and at reasonable cost to BATA support and maintain the licensed software, even after receiving reasonable notice from BATA of such failure and Contractor's failure to cure as set forth in the notice; or (3) materially breaches its agreement with BATA in a manner that directly interferes with BATA's ability to use the licensed software as agreed; or (4) on the Project Completion Date, or if earlier terminated pursuant to the contract, on or before the effective termination date, excluding any termination for convenience that occurs before the Systems Acceptance Date.
4.	RFP, Appendix D, <u>Terms and Conditions</u>	Appendix D, <u>Terms and Conditions</u> , is deleted in its entirety and replaced with Appendix D, <u>Terms and Conditions</u> , Revised July 27, 2012 attached.
5.	Appendix A, <u>Scope of Work</u> , Section 1, <u>General Description of Project Responsibilities</u> , Page 2	The last paragraph is removed from the RFP: BATA's preference is for a delivered RCSC solution, whereby the requirements of this Scope of Work are met by a System delivered to and operated in BATA facilities; however, BATA will consider hosted or other solutions to the requirements of this Scope of Work if presented as an alternative which may result in cost savings to BATA.

The remaining provisions of the RFP, dated May 25, 2012, as amended by Addendum #1 on July 10, 2012 and Addendum #2 on July 23, 2012 remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence.

Any questions concerning this addendum to the RFP should be directed to Beth Zelinski, Project Manager, at (510) 817-5715 or bzilinski@mtc.ca.gov.

Sincerely,


Steve Heminger
Executive Director

SH: bz