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 San Mateo County

August 10, 2012

AMY REIN WORTH, VICE CHAIR
 Cities of Contra Costa County

Addendum No. 4

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

**to
 REQUEST FOR PROPOSAL**

for the FasTrak® Regional Customer Service Center

TOM BATES
 Cities of Alameda County

Dated May 25, 2012

DAVID CAMPOS
 City and County of San Francisco

Dear Proposer:

DAVE CORTESE
 Santa Clara County

This letter is Addendum No. 4 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, Addendum #2 on July 23, 2012, and Addendum #3 on July 27, 2012. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

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

Addendum Item	Reference	Change(s)	
1.	RFP, Letter of Invitation, Proposal <u>Due Date</u> , Page 1	Interested firms must submit an original and ten (10) hard copies and one electronic copy in MS WORD or unrestricted PDF format on a CD no later than 4:00 p.m. PST, Friday, August 24, 2012 <i>September 7, 2012</i> . Proposals received after that date and time will not be considered. The submission of a Proposal will be considered a firm offer to enter into a contract and perform the work described in this RFP for a period of one hundred eighty (180) days from the proposal due date.	
2.	RFP, Letter of Invitation, Contractor <u>Selection Timetable</u> , Page 3	4:00 p.m., Friday, August 24, September 7, 2012	Closing date and time for receipt of proposals
		Week of September 24- <i>October 8, 2012</i>	Interviews/discussions and system demonstrations, if held
		Week of October 8 15, <i>2012</i>	Issue Request for Best and Final Offers, if requested
		4:00 p.m., Wednesday, October 24, Friday, <i>November 2, 2012</i>	Closing date/time for receipt of Best and Final Offers, if requested
		Wednesday, November 14, <i>December 12, 2012</i>	Recommendation of Award to BATA Oversight
		November 30, December 31, <i>2012 (approximate)</i>	Contract Execution

Addendum Item	Reference	Change(s)														
3.	Appendix A, Scope of Work, Section 3.3.1.8, Toll Tag Kit, Page 21	<p>First paragraph is revised as follows:</p> <p>The Contractor shall provide all Toll Tag Kit materials with the exception of the following items, which BATA will provide to the Contractor: retail packaging <i>and</i> Toll Tags. and Mylar bags.</p>														
4.	Appendix A, Scope of Work, Section 3.24.2, Key Performance Indicators - Operations, Page 108-109, Table 12	<p>The following KPI is revised:</p> <p>Customer Satisfaction – Ongoing Operations:</p> <p>d. Required Performance: 95% of complaints, Toll and Toll Violation 1st and 2nd Notice disputes are resolved within 3 days <i>from the logging of the complaint</i> (excludes DMV Hold and Collections referred transactions). Resolution is defined as performance consistent with the business rule.</p> <p>g. KPI Compliance Points: 20 points for each failure <i>event</i> to convert a transaction correctly plus 10 additional points for each day out of compliance.</p> <p>Image Review – Ongoing Operations:</p> <p>b. Required Performance: 100% of all images identified for manual image review to be processed in 7 days of the transaction occurring in the lane <i>from the date the images are received at the RCSC.</i></p>														
5.	Appendix A, Scope of Work, Section 3.24.3, Deduction for Non-Compliance, Page 111, Table 13	<p>The table is revised as follows:</p> <table border="1" data-bbox="621 1331 1430 1751"> <thead> <tr> <th data-bbox="621 1331 1016 1497">KPI Non-Compliance Points for the Reporting Period</th> <th data-bbox="1016 1331 1430 1497">KPI Non-Compliance Deduction Stated as a Percent of Contractor’s Operations and Maintenance Compensation for the Reporting Period</th> </tr> </thead> <tbody> <tr> <td data-bbox="621 1497 1016 1539">0 to 25</td> <td data-bbox="1016 1497 1430 1539">0%</td> </tr> <tr> <td data-bbox="621 1539 1016 1581">26 to 50</td> <td data-bbox="1016 1539 1430 1581">0.25%</td> </tr> <tr> <td data-bbox="621 1581 1016 1623">51 to 75</td> <td data-bbox="1016 1581 1430 1623">0.5%</td> </tr> <tr> <td data-bbox="621 1623 1016 1665">76 to 100</td> <td data-bbox="1016 1623 1430 1665">0.75%</td> </tr> <tr> <td data-bbox="621 1665 1016 1707">Greater than 100 100 to 200</td> <td data-bbox="1016 1665 1430 1707">2.5%</td> </tr> <tr> <td data-bbox="621 1707 1016 1751"><i>Every 100 points greater than 200</i></td> <td data-bbox="1016 1707 1430 1751"><i>Add an addition 1%</i></td> </tr> </tbody> </table>	KPI Non-Compliance Points for the Reporting Period	KPI Non-Compliance Deduction Stated as a Percent of Contractor’s Operations and Maintenance Compensation for the Reporting Period	0 to 25	0%	26 to 50	0.25%	51 to 75	0.5%	76 to 100	0.75%	Greater than 100 100 to 200	2.5%	<i>Every 100 points greater than 200</i>	<i>Add an addition 1%</i>
KPI Non-Compliance Points for the Reporting Period	KPI Non-Compliance Deduction Stated as a Percent of Contractor’s Operations and Maintenance Compensation for the Reporting Period															
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76 to 100	0.75%															
Greater than 100 100 to 200	2.5%															
<i>Every 100 points greater than 200</i>	<i>Add an addition 1%</i>															
6.	Appendix A, Scope of Work, Section 3.24.3, Deduction for Non-Compliance, Page 112, Item	<p>Item 3) is revised as follows:</p> <p>In the event that the number of KPI non-compliance points assigned to the Contractor for any KPI Category exceeds the threshold for such KPI Category set out in Table 14 more than once during any rolling 12 month period, the number of KPI non-compliance points assigned by BATA will be multiplied by the number of Contractor payment</p>														

	#3	periods within the previous 12 months in which such threshold has been exceeded. For example, if the Customer Service threshold was exceeded in January, June, and September, the <i>points penalties</i> for June would be multiplied by two, and the <i>points penalties</i> for September would be multiplied by three.
7.	Appendix I, 390 Main Term Sheet, Lease Price, Page 1	<p>Lease price is revised as follows:</p> <p>BAHA is in the early stages of lease price development. However, pricing will be approximately \$38-50 SF depending upon square footage and other lease terms to be negotiated.</p> <p>The lease price will be based on costs associated with the following spaces: 1) Tenant Space for office purposes, 2) Server Room/Data Center, and 3) Common Area space.</p> <p><i>For bid purposes, \$55 SF annual, with annual 3% escalation beginning in year 2 with final pricing to be negotiated.</i></p>
8.	Appendix I, 390 Main Term Sheet, Base Building Space, Page 1	<p>Base Building Space, sixth paragraph, first sentence, is revised as follows:</p> <p>There will be a local metered power supply for tenant with no generator or UPS power provided. There will be generator power provided for tenant space, with hold harmless agreement in place. There will not be an opportunity to add additional generator power at the building site. There are no electrical outlets in the tenant space. A data riser on each floor will allow future tenants to access data. There will be no data room on tenant floors. Tenants will need to use BAHA's data room on the second floor or build their own based on their needs.</p>

The remaining provisions of the RFP, dated May 25, 2012, as amended by Addendum #1 on July 10, 2012, Addendum #2 on July 23, 2012, and Addendum #3 on July 27, 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 bzelinski@mtc.ca.gov.

Sincerely,

Steve Heminger
Executive Director

SH: bz