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 San Mateo County

August 15, 2012

AMY REIN WORTH, VICE CHAIR
 Cities of Contra Costa County

Addendum No. 5

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. 5 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, Addendum #3 on July 27, 2012 and Addendum #4 on August 10, 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, Section II.C. <u>Guaranteed Completion Date, Page 5</u>	Contractor shall start operation of the Customer Service Center on July 1, 2014. Failure to meet this date will be subject to liquidated damages of \$250,000 <i>\$50,000</i> per month <i>week</i> or any portion thereof, <i>up to a maximum amount of \$5,000,000.</i>
2.	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 August 15, 2012 attached.
3.	RFP, Appendix D-1, <u>Insurance Requirements, Commercial General Liability Insurance, Page 23</u>	The second paragraph is changed as follows: BATA and those entities listed in Section I of this Appendix D-1, 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 CONTRACTOR's operations.
4.	RFP, Appendix D-1, <u>Insurance Requirements, B. Acceptable Insurers, Page 25</u>	All policies will be issued by insurers acceptable to BATA <i>authorized or licensed to do business in California</i> , generally with a Best's Rating of A-VIII or better.

Addendum Item	Reference	Change(s)
5.	RFP, Appendix D-1, <u>Insurance Requirements</u> , E. Claims Made Coverage, Page 25	The second paragraph is changed as follows: Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
6.	Appendix A, <u>Scope of Work</u> , 3.24.3, <u>Deduction for Non-Compliance</u> , Page 112, Item #1	Item #1) is revised as follows: 1) The KPI non-compliance deductions listed in Table 13: Deduction for Non-Compliance are additive such that total deduction percentage is the sum of previous deduction levels.
7.	Appendix A, <u>Scope of Work</u> , Attachment M, <u>Definitions</u> , Page 164	“Final System Acceptance” shall mean the event when BATA has given Acceptance for all Program documents, drawings, Software, Hardware, interface, <i>Test Data</i> , manuals, services and other Deliverables, including but not limited to the CSC System and services.
8.	Appendix A, <u>Scope of Work</u> , Section 4.6.1.5, <u>Acceptance Testing</u> , Pages 137-138	<p>4.6.1.5 Acceptance Testing</p> <p>The Contractor shall perform Acceptance Testing. The intent of Acceptance Testing is to verify that the System and all related services are in conformance with the Scope of Work and subsequently approved design documentation.</p> <p>Acceptance Testing shall be performed under live conditions, using actual production data where practical, for a period of ninety (90) Calendar Days after the Go-Live date. <i>Contractor shall meet KPI’s under Section 3.24.1 such that monthly points do not exceed 50 points for three consecutive months in order to meet System Acceptance criteria.</i></p> <p>Testing may be directly observed by BATA and or its representatives. BATA and or its representatives may assume direct roles as System test observers to validate test processes and results.</p> <p>The Contractor shall manage and track any anomalies, failures, or other issues noted under Acceptance Testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a minimum, to BATA.</p> <p>The Contractor shall satisfactorily address all punch list items prior to receiving Final System Acceptance from BATA. BATA reserves the right to request re-testing of any punch list item prior to granting Final System Acceptance.</p>

		<p>Acceptance Testing shall be the final test to be completed and shall only be initiated once all of the System elements have been installed and configured and all previous tests have been successfully completed.</p> <p>BATA reserves the right, at its sole discretion, to determine if the RCSC System and associated Services meets the requirements of the Contract.</p>
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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, Addendum #3 on July 27, 2012 and Addendum #4 on August 10, 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

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