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ADDENDUM #1 to Bid Documents for the
Hidalgo County Regional Mobility Authority
Toll System Installation, Integration and Maintenance
Advertised July 10, 2016

BACKGROUND TO THIS DOCUMENT

This document is comprised of two sections:

1. **Questions and Answers** – This section provides a single-source reference to the questions asked by prospective TSI's on CivCastUSA (<http://www.civcastusa.com>) and the responses provided.
2. **Changes to Bid Documents** – This section describes the changes that will be made to the RFP documentation.

QUESTIONS AND ANSWERS

Following is a list of all questions and their answers, regarding the RFP, that were submitted on CivCast USA (<https://www.civcastusa.com>) under the project "HCRMA Request for Proposals Toll System Installation, Integration and Maintenance", ID Number 5875-2016-001.

- What is the estimated cost?
 - RESPONSE:
Please refer to Volumes 11A and 11B. Volume 11A is the Pricing Sheet, which provides guidance for completing the Price Proposal form. Volume 11A begins on page 162 of the "HCRMA Request for Proposals Toll System" PDF document. Volume 11B is the Price Proposal Form and begins on page 167. The Excel version of 11B, which is to be used for actual submission is a separate document on CivCastUSA and titled, "11B_HCRMA-RFP_Price-Proposal-Form".

If this does not completely answer your inquiry then please provide clarification to your question.
- Attachment 3 is 95% plans and Attachment 5 is 30% plans, when will you post them for a 100%?
 - RESPONSE:
100% plans for Attachments 3 and 5 will not be available prior to the September 19, 2016 date when proposals are due. 100% plans will be available under separate HCRMA letting.
- In order to participate in the bidding process, do participants need to register with the county? If so, is there a link for vendor registration? Thank you.
 - RESPONSE:
The proposal qualifications and process are defined in Volume 3, "03_HCRMA-RFP_General-Provisions". Registration, outside of the proper submission process, is not required. The proposal content and submission process is detailed in Volume 3, Section 03-20.

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- Will there be a complete Bid Item List for all items required?
 - RESPONSE:
HCRMA is not providing a “Bid Item List” for all items required. The prospective Toll System Integrator (TSI) is expected to itemize all items required using the Price Proposal Form, Volume 11B, (“11B_HCRMA-RFP_Price-Proposal-Form.xlsx”). Within Volume 11B, sections are provided where the TSI is to breakdown the list by Implementation, Hardware, Software, and Maintenance.

- Volume 3, 03-18 Consumer Price Index (CPI-W Adjustment) and Volume 15, Sample Agreement, 3.07 RENEWAL PERIOD PRICE ADJUSTMENTS conflict with one another. Would HCRMA please clarify which provision shall apply and state that the other is deleted?
 - RESPONSE:
The paragraph in Volume 3, Section 18, “Consumer Price Index (CPI-W Adjustment)” is not applicable. The paragraph will be revised to: “The initial term of the Procurement contract will be for a period of five (5) years from the date of go live with the option to renew for two (2) additional two (2) year periods, followed by one (1) 1 year period. Renewal Period Price Adjustments will be governed per the content in Volume 15, Sample Agreement, Section 07, “Renewal Period Price Adjustments”.

- Which line items in the price proposal should be used for roadside and HOST equipment installation?
 - RESPONSE:
Installation equipment labor prices are to be submitted in the “Schedule A – Implementation” worksheet of Volume 11B. Roadside prices are to be itemized per gantry. Nine rows (item numbers 32 through 40), one for each gantry, have been added to the worksheet for entry of roadside installation. PHS prices are to be entered at item number 41 (“System Integration Test (SIT) Report”), which has been renumbered from 32. A new workbook “11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx” has been uploaded to the CivCastUSA documentation area for this purpose.

- Payment milestones in 03-19 do not indicate recovery on the final 25% of bond and insurance. How/when is this billable?
 - RESPONSE:
Up to 100% of Bond cost is payable per “Schedule A – Implementation”. Bond payments are to be pass-through costs, without markup. (Note: This reflects change from the split payment dates, percentages, and phrasing originally defined in Volume 3, Section 19.)

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- Section 02-7.1 States: " a. (02-7.1) The TSI shall provide the Toll Collection System (TCS) equipment, systems, subsystems, and components to comply with the requirements found in Volume 5 System Requirements of the Agreement and including, but not limited to, the following: • Lightning protection / Surge Protection Device b. HCRMA will provide the lightning protection system in the ITS and Tolling PS&E." Please define specific areas for TSI-responsible lightning protection
 - RESPONSE:
HCRMA to provide lighting protection for toll gantry structures.
TSI to provide lighting protection for equipment installed by the TSI including cabinets.

- Section 04-1.4 states: "Concrete pavement will have an 8" clearance from the top of the pavement to the top of the rebar." Standard clearance of any metal from the inductive loops must be 30 inches. Please clarify this requirement.
 - RESPONSE:
This question is under further investigation and consideration. It will be responded to at a later date. If required, a second Addendum will be published.

- Section 04-1.4 states: "a. HCRMA will provide conduits stub outs from a ground box, near the vicinity of each maintenance area. TSI to extend to each roadside cabinet foundation. TSI to install fiber optic cables from ground box for communications for MTG/RTG b. (02-2.4) TSI will construct its own ground boxes and conduits within the TG (Toll Gantry) maintenance concrete pad area. Conduits shall not be surface mounted on the concrete maintenance pad. Conduits will be surface mounted on the TG. Ground boxes as per latest TXDOT ITS standards. HCRMA to build concrete pad after elevations of ground boxes are set. TSI to coordinate with HCRMA." Could the authority please clarify whether the above items, specifically extension of roadside cabinet foundations and construction of ground boxes, is within the scope of the TSI or the Roadway Contractor?
 - RESPONSE:
TSI responsible for extending conduit from trunkline stub-out to cabinets, extending fiber from trunkline to cabinets, ground boxes.

- Can HCRMA please confirm that Prevailing Wage Requirements do not apply to any phase of the project including the D&B (Phase-1) and O&M (Phase-2)?
 - RESPONSE:
Refer to Volume 15, Section 5.20, "Compliance with Law", as it pertains to minimum and maximum salary and wage statutes.

- If Prevailing Wage requirements do apply to this contract, can HCRMA please provide the Prevailing Wage schedules?
 - RESPONSE:
Refer to Volume 15, Section 5.20, "Compliance with Law", as it pertains to minimum and maximum salary and wage statutes.

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- Is HCRMA Tax Exempt? And if Yes, should bidders Exclude All Taxes (State, Federal, Local, etc.) from their pricing?
 - RESPONSE:
HCRMA is tax exempt. Bidders can exclude state and local sales tax from their respective pricing since the HCRMA is exempt from Texas Franchise and Sales and Use Taxes. Authorities do not pay taxes based upon Texas Transportation Code 370.175 below.
Sec. 370.175. EXEMPTION FROM TAXATION OR ASSESSMENT. (a) An authority is exempt from taxation of or assessments on:
 - (1) a transportation project or system;
 - (2) property the authority acquires or uses under this chapter for a transportation project or system; or
 - (3) income from property described by Subdivision (1) or (2).(b) An authority is exempt from payment of development fees, utility connection fees, assessments, and service fees imposed or assessed by any governmental entity or any property owners' or homeowners' association. This subsection does not apply to fees or assessments charged under approved rate schedules or line extension policies of a municipally owned electric or gas utility.

- What are the “on-site” staffing requirements during the system warranty/maintenance phase (if any)?
 - RESPONSE:
There are no specified on-site staffing requirements. The TSI will be responsible for assigning and maintaining a sufficient number of competent and qualified professionals and other technical personnel on site, if required, and off-site as needed to deliver and maintain a quality Roadside System for the Project that meets the Service Level Agreements described in Volume 9, “09_HCRMA-RFP_Performance-Requirements”.

- Will space (Facilities) be made available by HCRMA (at no cost to bidders) for: 1) Storing materials/equipment to be installed 2) Test area 3) Spare parts storage 4) General workspace for Installation & Maintenance Staff?
 - RESPONSE:
The TSI is required to provide any needed space (Facilities) for: (1) Storing materials/equipment to be installed, (2) Test area (3), Spare parts storage, and (4) General workspace for Installation & Maintenance Staff.

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- Price Proposal Forms, Schedule A – Implementation: Questions: Where should bidder enter their cost/price for TCS Equipment Installation activities?
 - RESPONSE:
Installation equipment labor prices are to be submitted in the “Schedule A – Implementation” worksheet of Volume 11B. Roadside prices are to be itemized per gantry. Nine rows (item numbers 32 through 40), one for each gantry, have been added to the worksheet for entry of roadside installation. PHS prices are to be entered at item number 41 (“System Integration Test (SIT) Report”), which has been renumbered from 32. A new workbook “11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx” has been uploaded to the CivCastUSA documentation area for this purpose.

- Reference: Price Proposal Forms, Schedule A – Implementation: Question: For Item #23 (Reports Completed), which reports fall under this Item (please list if possible)?
 - RESPONSE:
The TSI will deliver a Reporting System for the Project. Per Volume 2, Section 9, the SDD will provide a full description of the Reporting System and a complete list of Standard Reports. The RFP does not provide a list. However, the minimum reporting requirements defined in Volume 5, Section 4.11, encompass the reports that fall under item 23 (Reports Complete).

- Price Proposal Forms, Schedule A – Implementation: Pricing Item #40 (As-Built Sys DDD), in the brackets for Item #40 it includes “VPS”. Question: Is a Violation Processing System required under the scope of work for this RFP?
 - RESPONSE:
No. Only the requirements to support a VPS system from a yet to be selected third-party BOS provider. A new workbook “11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx, without the “VPS” mention in item 49 (renumbered from 40),” has been uploaded to the CivCastUSA documentation area.

- Reference: Price Proposal Forms, Schedule A – Implementation: Pricing Item #41 (Project Management), under the “When Due” column is states “Ongoing Throughout Phases 1 Through 3”. Question: Will Item-41 (PM) be paid monthly during Phase-1 period only which is currently forecasted to be 30-months (Jan-2017 thru June-2019)?
 - RESPONSE:
Item 50 (PM, renumbered from 41) will be paid monthly during only Phase I (Implementation). Phase I is described in Volume 2, Section 7 (Contract Term).

- Reference: Price Proposal Forms, Schedule D - Maintenance: Question: Do proposers need to include the costs of Tolls in their monthly maintenance pricing or will the successful bidder be provided “non-revenue” transponders for their maintenance vehicles?
 - RESPONSE:
Tolls incurred by TSI personnel in the performance of their duties are to be submitted with monthly invoice.

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- Reference: Price Proposal Forms, Schedule D - Maintenance: Question: Should bidders include the costs for any Recurring SW/HW Support Licenses/Agreements in their System Warranty/Maintenance cost/pricing if needed?
 - RESPONSE:
Yes. Costs should be included and invoiced with a pass-through value, without markup.

- Reference: Price Proposal Forms, Schedule B - Hardware: Question: Where should the bidders include the costs for an initial set of spare equipment in their cost/pricing?
 - RESPONSE:
In the "Schedule B – Hardware" worksheet within Volume 11B. The item description should identify the item as a spare.

- Reference: Price Proposal Forms, Schedule D - Maintenance: Question: Where should bidders enter the monthly price for "In-Lane" Hardware/Equipment System Maintenance Support activities?
 - RESPONSE:
System Maintenance Support Activities prices are to be submitted in the "Schedule D – Maintenance" worksheet of Volume 11B. Support activities values for related "In-Lane" hardware/equipment should be included in the row for item number 2 "TCS Hardware Maintenance", which has been reworded from the original phrase "PHS Hardware Maintenance". Support activities values for related "In-Lane" software should be included in the row for item number 3 "TCS Software Maintenance...", which has been reworded from the original phrase "PHS Software Maintenance...". A new workbook "11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx", with the revised verbiage, has been uploaded to the CivCastUSA documentation area for this purpose.

- Reference: Price Proposal Forms, Schedule D - Maintenance: Question: Should bidders include costs for Maintenance of Traffic (MOT) in their on-going annual warranty/maintenance pricing?
 - RESPONSE:
For items within the TSI's scope of responsibility, yes, costs should be included in the on-going annual warranty/maintenance pricing. For items outside the TSI's scope of responsibility, such as not-at-fault occurrences, these will be paid by the Agency and are not to be included in submitted pricing.

- Reference: Volume 03-19 (Payment) and Price Proposal Forms (Schedule A – Implementation): Payment Item's 1 & 2 references "Insurance" as a Payment Item Question: Where should bidders enter the cost/price for "Insurance" in the Price Proposal Forms?
 - Response:
Up to 100% of Bond cost is payable per "Schedule A – Implementation". Bond payments are to be pass-through costs, without markup. (Note: "Insurance" has been removed from the Volume 3, Section 19, payment table. This reflects change from the phrasing originally defined in Volume 3, Section 19.)

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- Reference: Volume 03-19 (Payment): Payment Item's 1 & 2 references "Bond and Insurance" Payment Items, but only total up to 75% for those item's Question: When will the selected TCS provider be paid the remaining 25% for Bonding and Insurance?
 - RESPONSE:
Up to 100% of Bond cost is payable per "Schedule A – Implementation". Bond payments are to be pass-through costs, without markup. (Note: This reflects change from the split payment dates and percentages originally defined in Volume 3, Section 19.)

- Reference: Volume 03-19 (Payment): Question: Since Bonding and Insurance are "up-front" costs for bidders, would HCRMA consider paying the Selected TCS provider 100% of those item's once the Bond and proof of Insurance Certificates are provided to HCRMA?
 - RESPONSE:
Up to 100% of Bond cost is payable per "Schedule A – Implementation". Bond payments are to be pass-through costs, without markup. (Note: This reflects change from the split payment dates and percentages originally defined in Volume 3, Section 19.)

- Reference: (02-2.5) TSI to provide a UPS with a capacity to provide a 2-hour run time at full load (TCS equipment, excluding HVAC). (04-1.9.5) The TSI shall procure, furnish and install, as a minimum, a UPS and back-up battery system for each roadside cabinet to provide power for all equipment (lane controller, AVI, Automatic Vehicle Detection (AVD), automatic vehicle classification, LPIC, communications equipment, HVAC and security access system) for 120 minutes of operation at nominal full load. Question: Would HCRMA consider less UPS backup time since generators will be located at the toll sites? A UPS's internal batteries are sufficient for 5-10 minutes of power, which is more than enough time for a generator to come on line. Removing the UPS time requirement of 120 minutes would reduce initial cost, maintenance cost and space in the cabinets.
 - RESPONSE:
Regarding Volume 4, Section 1.9.5 (Uninterruptable Power Supply (UPS)):
 - The "HVAC" requirement will be removed. The generators (both permanent and portable) are required to power HVAC and the TCS. The UPS powers only the TCS and is not required to power the HVAC.
 - The value of "120 minutes" will be changed to "15 minutes".
 - The following sentence will be added: "The TSI shall furnish UPSs to be mounted in cabinets that are compatible with portable generators to allow connectivity with no tools required."Regarding Volume 2, Section 2.5 (Power Distribution System)"
 - The phrase "a 2-hour run time" will be changed to "a 15-minute run time".Regarding Volume 4, Section 1.9.2 (Emergency Generator Provisions):
 - The last paragraph will be modified to read as, "TSI shall supply connections and related equipment allowing connectivity of a portable generator as back-up power in the event of failure of the permanently installed generator. Connectivity of the portable generator shall be through a weatherproof, water-resistant, secure interface. This feature should allow authorized personnel to access, connect, and secure an external power source to the cabinet in order to restore power."

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- In section 03-18 Consumer Price Index, “The initial term of the Procurement contract will be for a five (5) year period.” The base agreement includes 5 years of maintenance, but there will be additional time required for the implementation. Shouldn’t the initial term be 7+ years? Please clarify.
 - RESPONSE:
The paragraph in Volume 3, Section 18, “Consumer Price Index (CPI-W Adjustment)” is not applicable. The paragraph will be revised to: “The initial term of the Procurement contract will be for a period of five (5) years from the date of go live with the option to renew for two (2) additional two (2) year periods, followed by one (1) 1 year period. Renewal Period Price Adjustments will be governed per the content in Volume 15, Sample Agreement, Section 07, “Renewal Period Price Adjustments”.

- Section 09-6.1.2. Non-chargeable Failures The Proposer notes that the definition of Force Majeure (which term is referenced in subsection 1 of this Section) does not seem to apply to the maintenance period and appears on its face to apply only to the implementation phase of the project. The Proposer request that HCRMA clarify that the definition of Force Majeure specified in Section 5.30 of the sample agreement will be modified to include the maintenance phase and not solely the implementation phase.
 - RESPONSE:
Section 5-30 (Force Majeure) of Volume 15 (HCRMA-RFP_Agreement-(Sample)), will be modified to the following:
TSI shall be entitled to an extension of the Guaranteed Date(s) for completion of a specified portion of the Project and during the maintenance phase of the project, from failures to meet performance requirements detailed in Volume 9, HCRMA-RFP_Performance-Requirements, due to certain specified Force Majeure Events that are outside the control of TSI. Such Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, epidemic, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. TSI shall only be entitled to an extension of the Guaranteed Date(s), however, if any such Force Majeure Event materially and adversely affects TSI’s obligations, and provided such Force Majeure Event is beyond the control of the TSI and is not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or law by TSI and further provided that such Force Majeure Event (or the affects of such Force Majeure Event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSI. Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

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- Sample Agreement Section 5.08(b) The last sentence states, “Should Authority terminate the Agreement under Section 0(a) above, the TSI shall not incur costs during the thirty day notice period ...” Since the only termination cause that requires a “30 day notice” is that in the fourth subparagraph, will HCRMA please confirm that the reference should be to Section 5.08(a)(4) rather than to 0(a)?
 - RESPONSE:
Confirmed. The reference should read, “Should Authority terminate the Agreement under Section 5.08(a)(4) above, the TSI shall not incur costs during the thirty (30) day notice period in excess of the amount incurred during the preceding thirty (30) days.”

- Section 05-4.4 LPIC. Will HCRMA please provide specific requirements for image size (pixel density of the LP) and field of view?
 - RESPONSE:
The following requirement will be added to Volume 5, Section 4.4:
High resolution image technology greater than 2000 pixels in the horizontal direction, Minimum of 150 pixels per license plate image width, Field of view that covers at least 13 feet horizontal and 5 feet vertical. Cameras shall be capable of a minimum 2.7 pixels per stroke.
(Note: The following requirements will be renumbered accordingly.)

- Please clarify who is responsible for the cost and installation of the communication services. Requirement 04-1.10 states this is the TSI’s responsibility, but Requirements 02-2.4 and 02-3.5 state this is HCRMA’s responsibility. Which is correct?
 - RESPONSE:
To summarize and clarify the content in Volumes and Sections 04-1.10, 02-2.4, and 02-3.5:
 - HCRMA is responsible for the cost, installation, and maintenance of a fiber trunk line to a ground box at each gantry location.
 - TSI is responsible for the cost, installation, and maintenance of fiber from the ground box to the roadside cabinet and within.
 - TSI is responsible for the sizing, setup, and management of the communications lines to assure SLA’s are met.
 - The TSI is responsible for coordinating with the local common carrier company (ies), make application(s) in the name of HCRMA, and pay all deposit, connection, application, and any other fees to provide communication services

- Would the Authority consider an extension of the Proposal Due Date to the end of September?
 - RESPONSE:
No. In order to maintain the overall schedule, proposals must be received (as specified in the RFP) in the period from August 30, 2016 through September 19, 2016.

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- Section 08-14 Training Plan. Course requirements for Finance and Audit. Generally, this would be considered part of a Back Office System. Please clarify whether a Finance and Audit course is required as part of the TCS.
 - RESPONSE:
The bullet and description for “Finance and Audit” will be dropped from Volume 8, Section 14 (Training Plan). A bullet for “TCS Operations and Reporting” will be added with the description, “Covers all aspects for the daily operational use of the TCS, monitoring, and reporting.”
- Section 08-14.1 Training Documentation. User Manuals required include: (1) Finance and Audit Manual and (2) Transactional and Financial Reconciliation Manual. Generally, these two types of user manuals would be included as part of a Back Office System. Please clarify whether these two manuals are in fact required as part of the TCS.
 - RESPONSE:
The bullets for the “Finance and Audit Manual” and “Transactional and Financial Reconciliation Manual” will be dropped from Volume 8, section 14.1 (Training Documentation”. A bullet for “Operations Manual” will be added.

CHANGES TO BID DOCUMENTS

1. The entire paragraph of “03_HCRMA-RFP_General-Provisions”, “03-18 Consumer Price Index (CPI-W Adjustment)”, will be replaced with the following:
“The initial term of the Procurement contract will be for a period of five (5) years from the date of go live with the option to renew for two (2) additional two (2) year periods, followed by one (1) 1 year period. Renewal Period Price Adjustments will be governed per the content in Volume 15, Sample Agreement, Section 07, “Renewal Period Price Adjustments”.”
2. Within the “Schedule A – Implementation” worksheet of “11B_HCRMA-RFP_Price-Proposal-Form.xlsx”, items have been added and modified. A revised workbook, “11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx” has been published on CivCastUSA (<https://www.civcastusa.com>).
 - Nine items (for item numbers 32 through 40) have been added, one new item for each gantry.
 - With the added items, item 40 becomes 49. “VPS” is stricken from the verbiage for item 49. Item 49 will read as, “As-Built System Detailed Design Document (Interfaces, Reports)”.
 - With the added items, item 41 becomes 50. The “When Due” column for item 50 now states, “Ongoing Throughout Phase 1”.
3. Within the “Schedule D – Maintenance” worksheet of “11B_HCRMA-RFP_Price-Proposal-Form.xlsx”, items 2 and 3 have been modified; “PHS” has been replaced with “TCS” in the column for “Maintenance Component. A revised workbook, “11B_HCRMA-RFP_Price-Proposal-Form_v2.xlsx” has been published on CivCastUSA (<https://www.civcastusa.com>).

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4. Payment items 1 and 2 of "03_HCRMA-RFP_General-Provisions", "03-19 Payment" refer to "...and insurance...". The verbiage "and insurance" will be deleted. In addition, up to 100% of Bond cost is payable. Payment item 1 will read as, "Per "Schedule A – Implementation"¹, and up to 100% of Bond cost". Payment item 2 will read as, "Per "Schedule A – Implementation", up to 20% of "Schedule B – Hardware"² and "Schedule C – Software"³".
5. Within Section "02-2.5 Power Distribution System" of "02_HCRMA-RFP_Project-Description", in the second paragraph, the phrase "a 2-hour run time" will be changed to "a 15-minute run time".
6. Within Section "04-1.9.5. Uninterruptible Power Supply (UPS)" of "04_HCRMA-RFP_Infrastructure", the first paragraph will be modified as follows:
 - The "HVAC" requirement in the first paragraph will be removed. The value of "120 minutes" will be changed to "15 minutes". A new sentence regarding the use of portable generators will be added. The revised paragraph will read: "The TSI shall procure, furnish and install, as a minimum, a UPS and back-up battery system for each roadside cabinet to provide power for all equipment (lane controller, AVI, Automatic Vehicle Detection (AVD), automatic vehicle classification, LPIC, communications equipment, and security access system) for 120 minutes of operation at nominal full load. The UPS combination shall provide detection of power loss and high ambient temperature alarm and controlled shutdown of system during high temperature and loss of primary power conditions. The TSI shall furnish UPSs to be mounted in cabinets that are compatible with portable generators to allow connectivity with no tools required."
7. Within Section "04-1.9.2. Emergency Generator Provisions" of "04_HCRMA-RFP_Infrastructure", the last paragraph will be modified to read as, "TSI shall supply connections and related equipment allowing connectivity of a portable generator as back-up power in the event of failure of the permanently installed generator. Connectivity of the portable generator shall be through a weatherproof, water-resistant, secure interface. This feature should allow authorized personnel to access, connect, and secure an external power source to the cabinet in order to restore power."
8. The entire paragraph of "15_HCRMA-RFP_Agreement-(Sample)", "5-30 Force Majeure", will be replaced with the following:

TSI shall be entitled to an extension of the Guaranteed Date(s) for completion of a specified portion of the Project and during the maintenance phase of the project, from failures to meet performance requirements detailed in Volume 9, HCRMA-RFP_Performance-Requirements, due to certain specified Force Majeure Events that are outside the control of TSI. Such Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, epidemic, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. TSI shall only be entitled to an extension of the Guaranteed Date(s), however, if any such Force Majeure Event materially and adversely affects TSI's obligations, and provided such Force Majeure Event is beyond the control of the TSI and is not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or law by TSI and further provided that such Force Majeure Event (or the affects of such Force Majeure

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Event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSI. Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

9. The entire paragraph of "15_HCRMA-RFP_Agreement-(Sample)", "5-08 Termination", will be replaced with the following:
Should Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the TSI. The value of the work performed by the TSI prior to termination shall be determined in accordance with Section 5.08 (d). Compensation for work at termination will be based on a percentage of the work completed at that time. Should Authority terminate the Agreement under Section 5.08(a)(4) above, the TSI shall not incur costs during the thirty (30) day notice period in excess of the amount incurred during the preceding thirty (30) days.
10. **(Q: 32)** A requirement will be added to "05_HCRMA-RFP_System-Requirements", "05-4.4 License Plate Image Capture (LPIC)" as follows:
High resolution image technology greater than 2000 pixels in the horizontal direction, Minimum of 150 pixels per license plate image width, Field of view that covers at least 13 feet horizontal and 5 feet vertical. Cameras shall be capable of a minimum 2.7 pixels per stroke.
(Note: The following requirements will be renumbered accordingly.)
11. Within Section "08-14. Training Plan" of "08_HCRMA-RFP_Deliverables":
 - The bullet and description for "Finance and Audit" will be deleted.
 - A bullet for "TCS Operations and Reporting" will be added with the description, "Covers all aspects for the daily operational use of the TCS, monitoring, and reporting."
12. Within Section "08-14.1. Training Documentation" of "08_HCRMA-RFP_Deliverables":
 - The bullets for the "Finance and Audit Manual" and "Transactional and Financial Reconciliation Manual" will be deleted.
 - A bullet for "Operations Manual" will be added.

END OF ADDENDUM