

RESPONSE TO QUESTIONS AND ADDITIONAL NOTES
PROVIDED IN THE PRE-PROPOSAL MEETING
MARCH 11, 2016

CITY OF RENTON
SW 43rd STREET/CARR
ROAD/PETROVITSKY ROAD ADAPTIVE
SIGNAL CONTROL TECHNOLOGY

Federal Aid No.: HSIP-000S(306)

1 City Response to Questions

- I. What are the existing cabinet types?
 - a. Per 3.1.7 of the Concept of Operations there are 10 TS2 cabinets. There are 3 TS1 cabinets that will be upgraded by the City of Renton prior to vendor installation of the ASCT. These locations are identified in section 3.1.7 of the Concept of Operations.
- II. Are the existing CCTV cameras on separate VLAN from the intersection communication?
 - a. Yes
- III. Will there be a sample contract provided?
 - a. Yes, a sample version of the General Services Contract Agreement has been provided as part of Addendum #1 uploaded to the project RFP webpage.
- IV. Will other sample forms be included?
 - a. No, only the sample General Services Contract Agreement is provided.
- V. Is there an estimated budget for the vendor work?
 - a. No. Vendors are expected to submit cost estimates per the RFP.
- VI. Does the City portion include equipment?
 - a. The City will procure and install any necessary video detection equipment per section 4.1.4 of the RFP. For proprietary equipment, the City will purchase the equipment from the Vendor. The vendor is expected to provide a cost estimate for any proprietary video detection equipment.
- VII. What does the vendor portion include?
 - a. Per section 4.1.9 the vendor shall include costs for system software and licenses, system integration costs for all intersection hardware and software, training, maintenance, and any other vendor furnished equipment costs.
- VIII. Does TSP exist on this corridor? It was in the system requirements, but not mentioned in the concept of operations?
 - a. There is no existing TSP or near-term plans to install TSP on the corridor. Per the system requirements matrix, the City desires a system that is compatible with TSP if the need arises in the future.
- IX. Do resumes included in the page count maximum?
 - a. Yes, resumes are part of the maximum page requirement. The only pieces excluded are the completed system requirements matrix, cover page and any required forms.
- X. Can the City of Renton provide a version of the system requirements in .docx or .xlsx?
 - a. Yes, the City has uploaded a Microsoft Excel (.xlsx) version of the system requirements on the project RFP webpage
- XI. Do 30 double sided pages mean 60 pages of print?
 - a. Yes, per section 4.1, the proposal shall not exceed a length of 30 double-sided pieces of paper. This is a total of 30 pieces of paper and 60 pages.
- XII. On Page 7, the City states that the vendor should provide "Proof of Signature Authority". Can the City provide a description what this is?
 - a. Proof of signature authority is a signature approval from a president, board, etc. of the company that the acting person has authority to sign on behalf of the company.

- XIII. Can the City remove the line from the cost proposal requesting prices for an upgrade to Eagle M50 8MB controllers? Otherwise, can the vendor propose upgrades to an alternative manufacturer's controllers?
- a. The City is requesting the cost to upgrade the memory of all 13 **existing** Eagle M50 controllers from 4MB to 8MB. At this time the City is only considering vendor proposals which are compatible with existing signal controllers per the 4.1.11 minimum requirements.
- XIV. On at the bottom of Page 9, and Page 11, the City states that they expect the system to operate with the existing signal controllers and cabinets. This appears to conflict with line cost line item requesting 13 new controllers (see Page 9). Is compatibility with existing controller required?
- a. The City is requesting the cost to upgrade the memory of the **existing** Eagle M50 controllers from 4MB to 8MB. At this time the City is only considering vendor proposals which are compatible with existing signal controllers per the 4.1.11 minimum requirements.
- XV. Can the City confirm whether all traffic controllers on proposed corridors are 4MB or 8MB Eagle M5x controllers?
- a. All existing controllers are Eagle M50 4MB.
- XVI. Can the City confirm that they will provide all communications work, if required?
- a. Per section 5.2, "The Vendor is responsible to provide central server hardware for the central operating system and/or field/central traffic monitoring system. The ASCT system will communicate to field intersections through single mode fiber and existing network hardware TCP/IP or UDP/IP." The communication between the signals and back to the central system is already in place.
- XVII. Does requirement 16.0-3 refer to hardware only (as opposed to software)?
- a. The software and software environment requirements are contained in 16.0-2. The hardware requirements are contained in 16.0-3.
- XVIII. Requirement 15.0-1.0-10 states that 8 days of training is required both before and after system deployment. Is this 8 hours?
- a. Please see addendum #1 as a response to this question.
- XIX. What is the time period for City installation of video detection equipment?
- a. Subject to change, the RFP estimates 5 months for City procurement and installation of video detection equipment. For vendor procured equipment, the RFP estimates 3 months for City installation.

2 Pre-Proposal Additional Meeting Notes

- Per section 3.1.1.3 of the Concept of Operations the City of Renton will repair any damaged or unconnected loops as identified in the intersection detection diagrams. The City has completed these repairs and connections
- A reminder that proposals shall include the minimum and ideal video detection requirements for the corridor.

- The City currently assumes approximately 45 days for vendor selection and approximately 45 days for City approval and contract. These estimates are subject to change.
- A reminder that RFPs are due no later than Thursday, March 17, 2016 4 pm PST at the City of Renton's Clerk's office on the 7th floor of Renton City Hall.

ADDENDUM #1 – MARCH 11, 2016

CITY OF RENTON
SW 43rd STREET/CARR
ROAD/PETROVITSKY ROAD ADAPTIVE
SIGNAL CONTROL TECHNOLOGY

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1 **1 System Requirements Matrix Excel Version**

2 A Microsoft Excel version of the system requirements matrix has been uploaded to the project RFP
3 webpage. Vendors may use this to aid in in filling out their proposal.

4 Vendors ARE expected to fill out the system requirements matrix and submit it as part of their proposal.
5 As a reminder, the system requirements matrix does not count towards the page limit identified in the
6 RFP. Vendors ARE NOT expected to submit a digital excel version of the system requirements matrix.

7 **2 Modifications to System Requirements Matrix**

8 In the RFP under Appendix B: System Requirement Matrix, make the following modifications. These
9 modifications shall also be made in the excel version of the System Requirement Matrix as referenced in
10 Section 1 of this addendum.

11 For System Requirement Reference No. 15.0-1.0-9, the ASCT System Requirement shall be modified to
12 read:

13 “The vendor shall provide a minimum of ~~16~~ 24 hours of training.”

14 For System Requirement Reference No. 15.0-1.0-10, the ASCT System Requirement shall be modified to
15 read:

16 “The vendor shall provide ~~8~~ 1 days of training before the system is deployed, 1 day of training after
17 deployment, and an additional ~~8~~ 1 days of follow up training ~~3~~ 6 months after deployment”

18 **3 Modification to RFP**

19 In the RFP under section 4.1.9 Project Cost, add the following under “Provide separate costs for the
20 following individual items”:

21 8. Total and unit cost for any required proprietary video detection equipment and associated hardware
22 in order to meet the minimum requirements for detection.

23 9. Total and unit cost for any required proprietary video detection equipment and associated hardware
24 in order to meet the ideal requirements for detection.

25 **4 Sample Contract**

26 A sample general services contract agreement with the City of Renton is attached as part of this
27 addendum. Vendors are not expected to fill out this contract. It is provided for informational purposed
28 only.

CONTRACT NO. _____



GENERAL SERVICES CONTRACT AGREEMENT

SW 43rd St./Carr Rd./SE 176th St./SE Petrovitsky Rd. Corridor Safety
–Adaptive Signal Control Technology Procurement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between THE CITY OF RENTON, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor," whose address is

(street, city, state, zip)

Now, therefore the parties agree as follows:

- 1. **Agreement.** This agreement consists of all parts as defined in Section 1-04.2 of the Washington State Department of Transportation, Standard Specifications for Road Bridge and Municipal Construction, 2014 and as amended in the Special Provisions of these Contract Provisions.
- 2. **Services Provided.** Contractor shall provide all necessary labor to perform the following services for the City for the project entitled SW 43rd St./Carr Rd./SE 176th St./SE Petrovitsky Rd. Corridor Safety, including all changes to the Work and force account work, in accordance with the Contract Documents, as described in Section 1-04.2 of the Special Provisions:

3. **Conditions/Arrangements.**

- a. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

- b. Additional services/program details:

- c.

- d. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- e. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.
- f. The project is funded through a federal Highway Safety Improvement Program (HSIP) grant combined with local funds. The City will lead project administration through WSDOT.

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4. **Payments.**

- a. City shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$ _____. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement. The payments to Contractor include the costs for all labor, tools, materials and equipment for the Work.
- b. Contractor shall submit an invoice to the Department of Transportation for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice.

5. **Duration.** Contract time shall commence upon City's Notice to Proceed to Contractor on the ____ day of _____, 20__. The Work under this Agreement shall be completed within the time specified in the Proposal on the __ day of _____, 20__. If the Physical Work under this Agreement is not completed within the time specified, Contractor shall pay liquidated damages and all engineering inspection and supervision costs to City as specified in the Proposal.

6. **Liability Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

a. **Contractor's Insurance.** Contractor shall secure and maintain the following insurance policies, and shall not cancel or suspend the insurance policies identified below, except after twenty (20) calendar day's prior written notice by mail to the City of Renton:

- i. Commercial General Liability Insurance: Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate throughout the duration of this Agreement.
- ii. Automobile Liability insurance: With a minimum combined single limit for bodily injury and property damage of \$1,000,000 for each accident. This is required of all Contractor and professional service providers where a vehicle will be utilized to perform, prepare to perform or satisfy the Scope of Services. Renton may request a copy of Contractor's driving record abstract. "Contractor" in this Subsection shall mean the Contractor providing professional services, as well as the Contractor's agents, employees, representatives, and/or volunteers who may operate a motor vehicle in relation to any Service to be provided under this Agreement.
- iii. Professional Liability Insurance: Professional liability insurance, in the minimum amount of \$1,000,000 for each occurrence, shall also be secured for any professional services being provided to Renton that are excluded in the commercial general liability insurance.
- iv. Workers' Compensation: Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington.
- v. Renton as an Additional-Insured: It is agreed that on Contractor's commercial general liability policy, the City of Renton will be named as an Additional-Insured on

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a primary and non-contributory basis. Any coverage maintained by the City of Renton is solely for the coverage and benefit of Renton, and its elected officials, officers, agents, employees, representatives and volunteers.

- vi. **Verification of Coverage:** Subject to Renton's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to Renton before executing the work of this Agreement.
 - b. **Review of Policy.** Upon request, Contractor shall give Renton a full copy of the insurance policy for its records and for the Renton City Attorney's or Risk Manager's review. The policy limits may be reviewed and the value reassessed annually or as required by law.
 - c. **Termination.** Notwithstanding any other provision of this Agreement, the failure of Contractor to comply with the above provisions of this section shall subject this Agreement to immediate termination without notice to any person in order to protect the public interest.
 - d. **No Limitation.** The City does not represent that the insurance coverage and minimum limits required under this Agreement are adequate to protect the Contractor from all possible liability exposures or losses.
 - e. **Occurrence Basis.** Any policy of required insurance shall be written on an occurrence basis.
7. **Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.
8. **Assignment By Contractor.** The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.
9. **Nondiscrimination.** The City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.
- The Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made

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possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

10. **Termination of Contract.** This Agreement may be terminated by the City by giving ten (10) business days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

11. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and City of Renton laws, ordinances, regulations, and codes. Contractor must obtain a City of Renton business license or otherwise comply with Renton Municipal Code Title V Finance and Business Regulations Chapter 5.

13. **Notices/Formal Communications.** Written notices, requests, or grievances to the City shall be made to: _____, Attention: _____ Renton City Hall – 5th Floor, 1055 South Grady Way, Renton, Washington 98057. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

14. **Entire Agreement/Modification.** This Agreement, together with the Request for Proposals and the Proposal, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

15. **Attorney's Fees.** In the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's and expert witness fees.

16. **Disclaimer.** No liability of Contractor shall attach to City by reason of entering into this Agreement, except as expressly provided in this Agreement.



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17. **Counterparts.** This Agreement is executed in two (2) identical counterparts, by the parties, each of which shall for all purposes be deemed an original.

IN WITNESS WHEREOF, the City has caused these presents to be signed by its Mayor and attested by its City Clerk and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF RENTON

President/Partner/Owner

Denis Law, Mayor

ATTEST

Secretary

Bonnie I. Walton, City Clerk

d/b/a

(Firm Name)

check one

- Individual Partnership Corporation Incorporated in _____
- Professional Limited Liability Company (PLLC) Limited Liability Company (LLC)

Address for giving notices:

Address for giving notices:

Phone (s): _____

SS#/Tax ID# of Payee: _____

Attention:

If business is a CORPORATION, the name of the corporation should be listed in full and both the President and Secretary must sign the contract. OR, if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If the business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name. Any one partner may sign the contract.

If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If the business is a PLLC or LLC, a document showing authority to sign for the business shall be furnished to the city and will become part of the contract documents.