

**ADDENDUM NO. 1
 ALAMEDA CTC RFP NO. R22-0009
 ELECTRONIC TOLL SYSTEM INTEGRATION
 SERVICES FOR EXPRESS LANES OPERATED BY ALAMEDA CTC**

April 7, 2022

Request for Proposals (RFP) No. R22-0009 is modified as set forth in this Addendum No. 1. The original RFP remains in full force and effect, except as modified by this Addendum, which is hereby made part thereof and subject to all applicable requirements hereunder as if originally shown and/or specified. Proposers shall take this Addendum into consideration when preparing and submitting proposals.

The RFP is hereby revised per the following:

1. **RFP Section II.1.G Table 1 (RFP Schedule) shall be deleted in its entirety and replaced by the following:**

Table 1: RFP Schedule	
ACTIVITY	DATE/TIME
RFP issued.	March 21, 2022
Optional Pre-Proposal Meeting held online. By 5:00 p.m. the day before the meeting, please register using the RFP Registration Form and join using the Pre-Proposal Meeting Link, both identified in the cover letter of this RFP.	March 30, 2022 10:00 a.m.
Deadline for Proposers to submit Requests for Clarifications/Exceptions. All questions must be directed by email to the Sole Point of Contact.	April 18 ⁴ , 2022 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the Email Notifications and/or Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.	May 9 ²⁴ , 2022 3:00 p.m.
Proposal and Reference Questionnaire Due Date.	May 31 ¹⁶ , 2022 3:00 p.m.
Anticipated Proposer Interviews/Demonstrations, if necessary.	July 7-8 ²¹⁻²² , 2022
Anticipated Determination of Top-Ranked Firm.	July 26 ¹² , 2022

Anticipated Contract Commencement.	October <u>November 4,</u> 2022
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2. **RFP Section II.3.D (Proposer Interviews/Demonstrations Criteria) shall be deleted in its entirety and replaced by the following:**

Based on the initial technical and price scoring of the Proposals, Alameda CTC, at its discretion, may select Proposers for a short list for an interview/demonstration. All interviews/demonstrations will be conducted remotely via Zoom web conferencing. All participants will receive information regarding the details of their virtual meeting in advance of interviews/demonstrations. Final scoring to select the top-ranked Proposer will take place after the interview/demonstrations using the Interviews/Demonstrations Criteria as follows.

• **Proposer Interviews/Demonstrations-Proposal Evaluation - 65 points possible**

1. **Firm Qualifications.** Qualifications, experience and technical expertise of the Proposer and its Subcontractors in performing similar projects, including references.
2. **Key Personnel Qualifications.** Qualifications, experience and technical expertise of the Proposer’s Key Personnel in performing similar projects, including references.
3. **Approach to Technical Requirements.** Demonstrating an understanding of the RFP Statement of Work Requirements for the Design and development of the ETS and effectively communicating how these Requirements will be met.
4. **Approach to Project Management Implementation.** Approach to project management, including project organization and staff availability, communication, schedule, installation, phasing and transitioning, and Quality Assurance and Quality Control.
5. **Approach to Operations and Maintenance, including Software Support, and Performance Requirements.** Demonstrating an understanding of the RFP Statement of Work and Requirements for the O&M and performance of the ETS and effectively communicating how these requirements will be met.

• **Interview/Demonstration – 10 points possible**

1. Overall interview/demonstration discussions and presentation.

• **Price Proposal – 15 points possible**

The Price Proposal evaluation will include the following Price Proposal components:

- Base contract Implementation Phase;
- Base contract O&M (including O&M option years);
- Base contract image review (including option years); and

• **LBCE Program Participation – 10 Points Possible**

LBCE Program Participation will be evaluated based on the following goals:

- 70% Local Business Enterprise (LBE); and
- 30% Small Local Business Enterprise (SLBE).

3. Proposers shall use the attached revised Insurance Requirements & Exceptions Form (Appendix D-7). The table under Part C (Insurance Requirements for the Resulting Agreement) of RFP Appendix D-7 (Insurance Requirements & Exceptions Form) shall be deleted in its entirety and replaced by the following:

The following additional insured and insurance coverage is required for this AGREEMENT:

- Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$5,000,000 general aggregate, and \$5,000,000 Personal & Advertising Injury.
- Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease.
- Unmanned Aerial Vehicle Insurance (as applicable; see **Paragraph 6**) – \$1,000,000 combined single limit per occurrence.
- Professional Liability (as applicable; see **Paragraph 4**) – ~~\$2,000,000~~ **\$40,000,000**
 - \$2,000,000 for subcontractors
- Automobile Liability – \$1,000,000 combined single limit per occurrence.
- Umbrella or Excess Liability Insurance – \$10,000,000
- Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention.
- Additional Insured – ALAMEDA CTC, SUNOL JPA, BATA, FHWA, CHP, MTC, CALTRANS and its respective officers, employees and agents.
- Cyber and Privacy Insurance (if checked, **Paragraph 7** applies hereto) – **\$1,000,000**

Approved for issuance:



Gary Huisingsh
Deputy Executive Director of Projects

Attachment:

1. Insurance Requirements & Exceptions Form (Appendix D-7)

Attachment

**Appendix D-7
Insurance Requirements & Exceptions Form**

*****PRIME PROPOSER MUST COMPLETE AND SUBMIT THIS FORM*****

Part A – Certification

The selected consultant and its subconsultants as defined in **Part C** under the resulting contract shall, at such firms' own expense, obtain and maintain in effect at all times the types of insurance, as identified in **Part C**, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract. Any firm unable to meet any of the required minimum insurance coverages listed in **Part C** must complete **Part B** to request for exception to the such insurance requirements. **IF SUCH EXCEPTIONS ARE NOT REQUESTED IN PART B WITH THE PROPOSAL, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED AND WAIVERS WILL NOT BE CONSIDERED AT A LATER TIME.** This form must be completed and submitted in its entirety.

By signing below, you acknowledge and agree to provide the required Proof of Insurance providing verification of the minimum insurance requirements listed in Part C within ten (10) calendar days of the execution of the resulting contract and prior to performing any work under such contract.	
Alameda CTC RFP No.:	R22-0009
Authorized Signature:	
Name and Title:	
Prime Company Name:	
Date:	

Part B – Insurance Exception Request

Identify the name of each firm (i.e., prime or subconsultants) and the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Firm Name	Insurance Provision	Requested Insurance Exception

Part C – Insurance Requirements for the Resulting Agreement (AGREEMENT)

The following additional insured and insurance coverage is required for this AGREEMENT:	
<ul style="list-style-type: none"> • Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$5,000,000 general aggregate, and \$5,000,000 Personal & Advertising Injury. • Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease. • Unmanned Aerial Vehicle Insurance (as applicable; see Paragraph 6) – \$1,000,000 combined single limit per occurrence. 	<ul style="list-style-type: none"> • Professional Liability (as applicable; see Paragraph 4) – \$40,000,000 <ul style="list-style-type: none"> • \$2,000,000 for subcontractors • Automobile Liability – \$1,000,000 combined single limit per occurrence. • Umbrella or Excess Liability Insurance – \$10,000,000 • Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention. • Additional Insured – ALAMEDA CTC, SUNOL JPA, BATA, FHWA, CHP, MTC, CALTRANS and its respective officers, employees and agents. <input checked="" type="checkbox"/> Cyber and Privacy Insurance (if checked, Paragraph 7 applies hereto) – \$1,000,000

The insurance requirements for this AGREEMENT, including for coverage limits and additional insured, are described herein. CONSULTANT and its subconsultants, vendors, and subcontractors of all tiers (excluding providers of products or services classified as direct expenses in this AGREEMENT) (collectively referenced as “subconsultants” herein) shall carry and maintain all such insurance coverage throughout the entire term of this AGREEMENT, except as may be specified elsewhere in this appendix. Requests for waivers to any of the insurance requirements set forth in this AGREEMENT with respect to the CONSULTANT or any subconsultant shall be submitted in writing to ALAMEDA CTC prior to the start of work or costs incurred by the CONSULTANT or such subconsultant. ALAMEDA CTC will review any insurance exception requests and may issue written approval of such waivers at its discretion. All policies will be issued by insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better. The insurance requirements as to the types of limits of insurance coverage, to be maintained by CONSULTANT and its subconsultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

1. Commercial General Liability Insurance. CONSULTANT and each subconsultant shall carry and maintain occurrence-based Commercial General Liability Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from work under this AGREEMENT performed by CONSULTANT or subconsultant, its agents, representatives, or employees, and (b) blanket contractual liability on all written contracts, including this AGREEMENT or the subcontract, as applicable.

2. Automobile Liability Insurance. CONSULTANT and each subconsultant shall carry and maintain occurrence-based Automobile Liability Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix for all automobiles owned, used or maintained by the CONSULTANT or subconsultant and its officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles (ISO form CA 0001 covering any auto, code 1). Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such automobile liability coverage may be, but is not required to be, provided as part of the liability insurance described above.

3. Umbrella Insurance. CONSULTANT and each subconsultant shall carry and maintain Umbrella Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix, providing excess limits over Employer's Liability, Automobile Liability, Commercial General Liability, and Unmanned Aerial Vehicle (UAV) Insurance (if applicable).

4. Professional Liability Insurance. CONSULTANT and each subconsultant performing professional services under this AGREEMENT shall carry and maintain Professional Liability Insurance for errors and omissions in an amount equal to or greater than the minimum coverage shown in this appendix. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, the insuring party shall maintain continuous coverage in effect for the term of this AGREEMENT and for at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. As used in this Paragraph 4, "professional services" means design, engineering, planning, legal, information technology, and similar services requiring specialized skills, knowledge, or a professional license. Upon request, ALAMEDA CTC will advise as to whether any particular service hereunder represents professional services requiring such coverage.

5. Workers' Compensation Insurance. CONSULTANT and each subconsultant shall carry and maintain Workers' Compensation Insurance as required by California law, covering all work performed by CONSULTANT under the AGREEMENT, and all personnel performing services under the AGREEMENT. CONSULTANT and each subconsultant shall carry and maintain Employer's Liability Insurance in an amount equal to or greater than the minimum coverage shown in this appendix, and any and all other coverage of its employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of ALAMEDA CTC. Such Workers' Compensation Insurance and Employer's Liability Insurance may be waived, if, and only for as long as, CONSULTANT or subconsultant, as applicable is a sole proprietor with no employees.

6. Unmanned Aerial Vehicle (UAV) Insurance. If CONSULTANT or any subcontractor, or anyone working on their behalf, utilizes any unmanned aircraft, aerial vehicle or drone (each a "UAV") as part of the services performed under this AGREEMENT, CONSULTANT or the applicable subcontractor shall carry and maintain, or cause the operator of the UAV to carry and maintain, occurrence-based UAV Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or other additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from use of UAVs under this AGREEMENT, (b) protection against claims arising from violation of privacy injury arising from use of UAVs under this AGREEMENT, and (c) blanket contractual liability on all written contracts, including this

AGREEMENT or the applicable subcontract. UAV Insurance may be provided under Commercial General Liability Insurance if such policy contains a separate endorsement for such UAV coverage. Any entity or individual who operates a UAV as part of performing services under this AGREEMENT must be properly certified and registered with the Federal Aviation Administration (“FAA”) and follow all applicable FAA rules and regulations.

7. Cyber and Privacy Insurance. If the applicable box is checked in the above table hereof, this **Paragraph 7** shall apply to this AGREEMENT. CONSULTANT and any subconsultant handling Personally Identifiable Information (as defined herein) under this AGREEMENT shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information or information that can be linked to a specific individual, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other similar information (collectively, “Personally Identifiable Information”), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT and such subconsultant shall maintain continuous coverage in effect for the term of this AGREEMENT and for at least one (1) year beyond the termination or completion of services.

8. Deductible. A deductible or self-insured retention is permissible on all policies, provided that such deductible shall not exceed the amount shown in this appendix. Further, if any insurance policy includes a self-insured retention, nothing shall prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention. If any insurance policy states that the self-insured retention must be paid by a named insured as a precondition of the insurer’s liability (or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention), such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT.

9. Proof of Insurance.

(a) CONSULTANT’s Insurance. CONSULTANT shall provide insurance certificates and policy endorsements (collectively, “PROOF OF INSURANCE”) evidencing CONSULTANT’s policies described in this **Article I, Section E** to ALAMEDA CTC within ten (10) calendar days of the execution of this AGREEMENT. Neither CONSULTANT nor any of its subconsultants shall perform any work under this AGREEMENT prior to ALAMEDA CTC’s receipt of all required proof of insurance for CONSULTANT.

(b) Subconsultants’ Insurance. CONSULTANT shall provide PROOF OF INSURANCE with respect to professional liability coverage for each subconsultant required to carry such insurance under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such subconsultant. Notwithstanding the foregoing, CONSULTANT need not provide PROOF OF INSURANCE for any subconsultant(s) whose aggregate anticipated compensation under this AGREEMENT is less than the greater of (i) fifty thousand dollars (\$50,000) or (ii) five percent (5%) of the aggregate compensation payable hereunder.

(c) PROOF OF INSURANCE Standards. All PROOF OF INSURANCE shall provide for not less than thirty (30) calendar days’ prior written notice to ALAMEDA CTC of any cancellation, non-renewal or material change of coverage in the policy or policies, and shall further provide that ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. At least five (5) business days prior to the expiration date of any policy of insurance carried by CONSULTANT or any subconsultant for which CONSULTANT must provide PROOF OF INSURANCE hereunder, CONSULTANT shall provide PROOF OF INSURANCE confirming that the policy has been extended or a replacement policy has been obtained. If any PROOF OF INSURANCE is not provided in a timely manner as provided in this **Paragraph 9**, ALAMEDA CTC

shall withhold twenty-five percent (25%) of all payments made to CONSULTANT until such document(s) are provided to ALAMEDA CTC.

10. Maintenance of Insurance. If CONSULTANT fails to maintain all insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to ALAMEDA CTC confirming that all required insurance policies are in effect. If any subconsultant fails to maintain the professional liability insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work by said subconsultant at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to ALAMEDA CTC as evidence that the subconsultant's professional liability insurance policy is in effect.

11. Subconsultants' Insurance Requirements. The provisions of this appendix are applicable to all subconsultants hereunder, regardless of tier and subcontract amount. Except as provided in **Paragraph 9** above, CONSULTANT is solely responsible for ensuring that each subconsultant carries and maintains insurance which meets the above specifications, or confirming that each subconsultant has been added to the CONSULTANT's applicable policy as an additional name insured if said policy allows such addition, prior to such subconsultant performing any work under this AGREEMENT, and thereafter so long as such subconsultant is performing work under this AGREEMENT. Any failure to properly monitor all subconsultants' insurance coverage will constitute negligence on the part of CONSULTANT and subject to CONSULTANT's indemnity obligations pursuant to **Article I, Section D** of the AGREEMENT.