



**RESPONSE TO REQUESTS FOR CLARIFICATIONS AND EXCEPTIONS
BATCH NO. 1
ALAMEDA CTC RFP NO. R22-0009
ELECTRONIC TOLL SYSTEM INTEGRATION SERVICES (ET SIS)
FOR EXPRESS LANES OPERATED BY ALAMEDA CTC**

April 28, 2022

The following answers are in response to requests for clarifications and exceptions by prospective proposers for ETSIS, Alameda County Transportation Commission (Alameda CTC) Request for Proposals (RFP) No. R22-0009. This document provides the written responses to questions that were received by Alameda CTC on or before April 4, 2022. Questions may have been edited for grammar and clarity.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
1	General: Transaction Volumes	-	-	-	This e-mail is a follow up to the question I asked yesterday during the prebid WebEx. Question: What is the expected annual volume of transactions that will require OCR services for this project?	Tag penetration rate ranges from 45% - 60% in the Bay Area. These statistics are for reference only. Alameda CTC does not guarantee the expected tag penetration on I-680.
2	Front End: Section II.2.E - Proposal Content	18	2.E	<ul style="list-style-type: none"> The Proposer shall have successfully implemented one express lanes project that includes dynamic pricing and trip matching. The Proposer shall have also successfully performed at least one express lanes operation and maintenance project that includes dynamic pricing and trip matching. This project may be the same project as the reference implementation project or it can be a separate project. The project may be currently in operation (operation and maintenance still being performed by Proposer) or completed; however, the project shall have been in operation for a minimum of one year. 	In the interest of broadening the pool of competitive offers, would Alameda CTC please consider eliminating this requirement?	No, the proposed change is not accepted by Alameda CTC.
3	Front End: Section II.1.G - RFP Schedule	14	1.G	Deadline for Proposers to submit Requests for Clarifications/Exceptions. All questions must be directed by email to the Sole Point of Contact. April 4, 2022 3:00 p.m.	As this is a fairly large and complex RFP, would Alameda CTC please consider extending the deadline to submit Requests for Clarifications/Exceptions from April 4 to April 15?	Please see Addendum #1 for revised RFP schedule dates.
4	Front End: Section II.1.G - RFP Schedule	Page 14 of 33	SECTION II, subsection G.	Deadline for Proposers to submit Requests for Clarifications/Exceptions. All questions must be directed by email to the Sole Point of Contact. April 4, 2022, 3:00 p.m.	Given that Alameda CTC's RFP was released during the IBTTA Technology Summit, a premier annual event for all industry participants, many interested parties were delayed evaluating the RFP package. Please consider extending the clarifications and contract exceptions deadline by 1 week to enable interested parties time to complete a thorough analysis of this large RFP package, prepare appropriate questions to ensure solutions can meet intended objectives, and to complete sufficient legal review of Alameda CTC's proposed contractual terms.	Please see Addendum #1 for revised RFP schedule dates.
5	Front End: Section II.2.E - Proposal Content	30 of 6174	Proposal Section 4	Proposer design and development methodology and approach. What software design and development tools will be used to manage this approach?	Will ALAMEDA CTC consider a more agile software design and development process as appropriate in lieu of a sequential, waterfall software project methodology?	The requirements specify the need to deliver a PDD, hold a variety of workshops, and deliver a DDD. The Proposer is free to choose their preferred design and development management framework provided that software development is complete (with the exception of punch list corrections) prior to the start of FAT.
6	Front End: Cover Letter	1	-	Proposals are due on May 16, 2022, at 3:00 p.m. PT.	Indra requests a four-week extension to the proposal submittal date. With a RFP document 6174 pages and extensive submittal requirement, a proposal development time of 6 weeks is not sufficient. Failure to grant an extension will cause result in very few proposals to Alameda CTC.	Please see Addendum #1 for revised RFP schedule dates.
7	Front End: Section I.1.H - Public Records	6 of 33	Sec. I.1.H; App'x E 1(s)(2)	-	When should Proposer provide the justification for confidential markings - when the proposal is submitted, or at the time of a PRA request?	Please provide justification at time of proposal submittal.

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8	Front End: Section II.1.G - RFP Schedule	-	-	-	Per the instructions of RFP # R22-0009, Electronic Toll System Integration Services for Express Lanes Operated by Alameda CTC, Conduent would like to ask the following questions prior to the pre-proposal meeting. 1. Will Alameda CTC extend the questions deadline by two weeks since the questions are due 5 calendar days from the bidder's conference? 2. Will Alameda CTC extend the proposal deadline by four weeks?	Please see Addendum #1 for revised RFP schedule dates.
9	Front End: Section II.1.G - RFP Schedule	-	II	G. RFP Schedule Table 1: RFP Schedule ACTIVITY: Deadline for Proposers to submit Requests for Clarifications/Exceptions. All questions must be directed by email to the Sole Point of Contact. DATE April 4, 2022 3:00 p.m.	We kindly request one week extension of time to submit Requests for Clarifications/Exceptions.	Please see Addendum #1 for revised RFP schedule dates.
10	Front End: Section II.1.G - RFP Schedule	-	-	-	To allow bidders to make informed bid decisions, we respectfully request for ACTC to please confirm by April 8th if a 4-week proposal due date extension (until June 14th) will be granted.	Please see Addendum #1 for revised RFP schedule dates.
11	Front End: Section II.1.G - RFP Schedule	Page 14 of 33	SECTION II, subsection G.	Deadline for Proposers to submit Requests for Clarifications/Exceptions. All questions must be directed by email to the Sole Point of Contact. April 4, 2022, 3:00 p.m.	Given that Alameda CTC's RFP was released during the IBTTA Technology Summit, a premier annual event for all industry participants, many interested parties were delayed evaluating the RFP package. Please consider extending the clarifications and contract exceptions deadline by 1 week to enable interested parties time to complete a thorough analysis of this large RFP package, prepare appropriate questions to ensure solutions can meet intended objectives, and to complete sufficient legal review of Alameda CTC's proposed contractual terms.	Please see Addendum #1 for revised RFP schedule dates.
12	Front End: Section II.2.A - General Instructions	16 of 33	Section II.1.B.2	Proposal Content and Format	Can the Proposer's discussion of optional O&M exceed the total 100 Page Limit prescribed for the Base Contract in the "Proposal Content and Format"?	No, the proposed change is not accepted by Alameda CTC.
13	Front End: Section II.2.E - Proposal Content	27 of 33	Section II.1.B.2	Approach to Operations and Maintenance and Performance	Can Section 5 of the Proposal (Approach to Operations and Maintenance and Performance) also include an option, if any, of additional Software Support, and Performance in the same format and order prescribed for Base Contract Performance Period?	Section 5 can be used to discuss Approach to Operations and Maintenance and Performance during the Base Contract and O&M extensions.
14	Front End: Section II.3.E - Award	33 of 33	Section II.1.E	BAFO	If the top-ranked firm is required to submit a revised cost proposal, technical or other revisions to its Proposal as a result of negotiations with Alameda CTC, will this submittal be considered its Best and Final Offer ("BAFO")? "BAFO" is mentioned once in the RFP under the list of Acronyms on page 8 with no corresponding instructions. Please clarify the BAFO process and whether the form and content of the revisions should follow the same form as the Proposal Content and Format on p. 16 of the RFP.	In the event Alameda CTC initiates a BAFO process, instructions for the content and format will be provided in writing at the time of the request.

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15	Appendix A: Section 1.1.1.1 - South Phase Part 1	-	-	-	Can Alameda CTC clarify the scope of work for South Phase, Part 1 in section 1.1.1.1 in the RFP. Please clarify if in Part 1 the 19 new sites will be installed and the 4 read-only sites. Currently the text states the 19 sites, 5 existing sites and the four read-only sites [image insert included in email transmission] In Phase 2 it states that the remaining 5 sites would be installed.	Please see Addendum #3 to clarify the total number of Toll Sites.
16	Appendix A: Section 2.2.2.18: Req 164 - South Phase Installation Drawings	82 of 6174	164	The CONTRACTOR's civil, mechanical, and electrical engineering and installation drawings shall comply with the latest Caltrans standards and shall be Approved by ALAMEDA CTC and Caltrans.	Will submittal reviews by ALAMEDA CTC and Caltrans be performed in parallel or are they sequential review periods?	Submittal reviews will be performed sequentially. Please see Requirement 166.
17	Appendix A: Section 2.2.2.2: Req 134 - Project Implementation Schedule	71 of 6174	134	The Project Implementation Schedule shall be resource-loaded schedule using Microsoft Project or a similar program proposed by the CONTRACTOR.	In order to more efficiently interface and coordinate Milestones with the Civil Contractor's schedule, we request approval to use Oracle/Primavera P6 in lieu of Microsoft Project.	Oracle/Primavera P6 and other programs that are similar to Microsoft Project may be proposed by the Contractor to meet this requirement.
18	Appendix A: Section 2.2.2.2: Req 134 - Project Implementation Schedule	71 of 6174	134	The Project Implementation Schedule shall be resource-loaded schedule using Microsoft Project or a similar program proposed by the CONTRACTOR.	Based on the nature of this project, we request the requirement for resource loading be removed.	Accepted; please see Addendum #3 for revised Requirement 134.
	Appendix A: Section 4.12: Req 859 - System Refresh	156 of 6174	859	The CONTRACTOR will coordinate any lane closures that are required for the System Refresh with Alameda CTC and Caltrans. Lane closures will not occur during Tolling Hours.	For Project Implementation Schedule development with calendar restriction considerations, please provide information or references for lane closure work restrictions.	Please refer to lane closure charts within Appendices G-3, G-4 and G-5.
19	Appendix A: Section 1.1 - Scope of Work	12 of 140	Section 1.1	-	Since the services in this RFP do not include construction of fiber optic connections from the roadside cabinets to the fiber trunk lines, please clarify the lines of demarcation and Proposer's responsibilities under this RFP as integrator for Roadside Equipment to the extent required on the North and South Segments where work has been constructed by others.	Requirement 550 states "The CONTRACTOR will connect to and use the leased lines and fiber backbone provided by ALAMEDA CTC. Fiber distribution units (FDUs) will be installed in each Toll Site cabinet by ALAMEDA CTC'S civil contractor." The demarcation point is the FDU in each of the cabinets. The CONTRACTOR is responsible for toll equipment in the cabinet and median gantries and cabling connecting the cabinet and median gantries.

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20	Appendix A: Section 2.1.1: Req 4 - General Implementation Requirements	17 of 140	2.1.1	Req 4: At all times the CONTRACTOR shall ensure the ETS is in compliance with current data security standards, published by the Payment Card Industry (PCI) Security Standards Council, including any individual additions to the Payment Card Industry Data Security Standards (PCIDSS) since the last major version.	Although the proposed ETS system will not accept credit card payment, can Alameda CTC confirm the requirement to go through PCI Compliance with PCI DSS? If so, can Alameda CTC define the merchant level required for the PCI DSS Compliance that the contractor should adhere to?	Please see Addendum #3 for revised Requirement 4.
21	Appendix A: Section 3.2.1: Req 286 - Host System General Requirements	64 of 140	3.2.1	Req 286: The Contractor shall Configure the Host System so that it is ready to support both the South Segment and North Segment upon its initial deployment into production. The Host System shall be designed and sized to support projected starting Transaction volumes of at least 8,000 Transactions per Toll Site, per revenue day.	Is the 8,000 transactions per Toll Site per revenue day figure an estimate for the start of the project? If so, what is the annual growth rate the Contractor should consider?	8,000 transactions per Toll Site, per revenue day was the starting estimate from Alameda CTC. 3.5% growth rate was used. This is reflected with hard calculations in the price sheets. For example, see sheet "5 Image Review Costs" columns P and Q.
22	Appendix A: Section 3.3.9: Req 510 - CCTV System	86 of 140	3.3.9	Req 510: The CCTV user interface shall provide Authorized Users with the ability to view real time video feeds, record and export video feeds, manipulate camera positions, and create a minimum of 5 PTZ position presets. These actions shall be able to be performed for each individual camera.	How many days of CCTV recording should the contractor provision to be stored in the system ?	Please see Addendum #3 for revised Requirement 510.
23	Appendix A: Section 3.3.16: Req 550 - Network	88 of 140	3.3.16	Req: 550: The CONTRACTOR will connect to and use the leased lines and fiber backbone provided by ALAMEDA CTC. Fiber distribution units (FDUs) will be installed in each Toll Site cabinet by ALAMEDA CTC'S civil contractor.	Will Alameda CTC provide the similar Leased Line for connections at Primary host site and DR Host site (of the contractor's choice) for the contractor to design a private WAN amount the sites?	Proposers are free to propose a variety of Host reliability solutions, provided that those solutions can meet the performance requirements and KPIs. As a secondary/DR Host System is not specifically required in the RFP, proposers using this type of solution will need to procure any additional supporting infrastructure that is required.
24	Appendix A: Section 1.1.2.1 - North Phase Part 1	14 of 140	1.1.2.1	Fifth bullet: "Civil Site Turnover"	Will "as-built" plans of the completed civil improvements be thoroughly inspected including mandrelling of conduits and verification of conduit connections to correct pull boxes by others be provided for CONTRACTOR's review prior to any CONTRACTOR field check and turnover?	Completed as-built plans may not be available at the time of TSI work, but the most up-to-date civil drawings will be provided for Contractor's inspection/field check.

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25	Appendix A: Section 2.1.10.2: Req 70 - North Phase Part 1 Field Inspection	25 of 140	2.1.10.2 Reqmt 70	Sixth bullet: "inspection of...conduit installations performed by ALAMEDA CTC'S civil contractor"	Will "as-built" plans of the completed civil improvements be thoroughly inspected including mandrelling of conduits and verification of conduit connections to correct pull boxes by others be provided for CONTRACTOR's review prior to conducting <i>North Phase Part 1 Field Inspection</i> ?	Completed as-built plans may not be available at the time of TSI work, but the most up-to-date civil drawings will be provided for Contractor's inspection/field check.
26	Appendix A: Section 2.1.11: Req 72 - Installation	26 of 140	2.1.11 Reqmt 72	"Caltrans Encroachment Permit"	Can Alameda CTC please be specific about what Caltrans documents are included in "all necessary Documentation to obtain such permits"? Possible documents include: TMP Checklist Environmental Documentation Stormwater Design (SWDR) Stormwater Pollution Control Plan (SWPPP/WPCP/WDID No.) Encroachment Policy Variance Request (EPVR) ADA/DIB 82 Compliance Caltrans Fact Sheet (Mandatory or Advisory) Project Initiation Documents (PSR etc.) Construction Cooperative Agreement Right-of-Way Certification Utility Certification Constructability Review	The documents listed are expected, but Caltrans may ask for additional documentation based on their review. The following documentation is expected: Installation drawings plan set Special Provisions Lane Equipment Specifications Structural calculations TMP Checklist Stormwater Design (SWDR) Stormwater Pollution Control Plan (SWPPP/WPCP/WDID No.) Encroachment Policy Variance Request (EPVR)
27	Appendix A: Section 2.1.11: Req 72 - Installation	26 of 140	2.1.11 Reqmt 72	"Caltrans Encroachment Permit"	Can Lane Closure charts from Civil Design be used for	Lane Closure charts from civil design can be used. Please refer to lane closure charts within Appendices G-3, G-4 and G-5.
28	Appendix A: Section 2.1.11: Req 72 - Installation	26 of 140	2.1.11 Reqmt 72	"Caltrans Encroachment Permit"	Are structural calculations needed for civil support structures designed by Alameda County's civil designer? Can Alameda CTC provide previously submitted structural calculations for existing structures that are to be reused?	Structural calculations are needed for any equipment procured and installed by the TSI. Structural calculations for existing elements can be provided to the selected Proposer.
29	Appendix A: Section 2.1.11: Req 89 - Installation	27 of 140	2.1.11 Reqmt 89	South Segment power pedestal retrofit	Is a licensed Electrical Engineer required for the South Segment power pedestal retrofit? Caltrans accepts licensed civil engineers for most electrical plans.	Please assume that a licensed Electrical Engineer will be required for the retrofit work.
30	Appendix A: Section 2.2.2.18: Req 162 - South Phase Installation Drawings	43 of 140	2.2.2.18 Reqmt 162	South Phase Installation Drawings	Will Alameda CTC provide base mapping from civil designer's PS&E package for the purpose of developing electrical layout plans?	Alameda CTC will provide base mapping from the civil designers PS&E package to the selected Proposer.
31	Appendix A: Section 2.2.2.18: Req 163 - South Phase Installation Drawings	44 of 140	2.2.2.18 Reqmt 163	Contractor shall perform the structural analysis for each typical Toll Site and submit the analysis as part of the Installation Drawings package.	Are structural calculations needed for civil support structures designed by Alameda County's civil designer? Can Alameda CTC provide previously submitted structural calculations for existing structures that are to be reused?	Structural calculations are needed for any equipment procured and installed by the TSI. Structural calculations for existing elements can be provided to the selected Proposer.
32	Appendix A: Section 2.2.2.22: Req 170 - Traffic Management Plan	46 of 140	2.2.2.22 Reqmt 170	Traffic Management Plan (TMP)	Can Alameda CTC provide the TMP prepared by the civil designer for the civil contractor? Typically System Integrator activities are a subset of civil contractor activities, hence civil TMP is an umbrella that should cover CONTRACTOR. CONTRACTOR MOT activities during installation and especially O&M are typically conducted with temporary overnight closures conducted by a traffic control subcontractor with closure set up on LCS. Can Alameda CTC describe what else Caltrans would require in the TMP besides what is in the civil TMP?	Civil contractor will be present during for the North Phase of the project and the TMP for the civil project can be provided to the selected Proposer. However, there will be no civil contractor present for the South segment as construction will have been completed.

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33	Appendix A: Section 2.2.2.24: Req 175 - Training Plan and Materials	48	2.2.2.24	"The CONTRACTOR shall develop and submit a Training Plan to ALAMEDA CTC for review and Approval...."	Does Alameda CTC plan to provide training equipment in the classroom required to conduct training e.g., workstations, connectivity, overhead projects? Or will this be the responsibility of the Proposer?	Please see requirement 108; Alameda CTC will provide participants attending on behalf of the agency with internet and computers.
34	Appendix A: Section 2.2.2.11; Req 151 - Preliminary Design Document	37	2.2.2.11	"The CONTRACTOR shall provide a Preliminary Design Document...."	Will the Alameda CTC consider moving directly from the Requirements phase/workshops to the Detailed Design phase if the Detailed Design Document provide to provide the level of detail required in the PDDs?	No, the proposed change is not accepted by Alameda CTC.
35	Appendix A: Section 2.3.2: Req 206 - Factory Acceptance Test	54 of 140	3.2 Reqmt 206	The FAT shall validate that the Roadside System meets the Requirements and adheres to the Design, including the following: all device failure conditions;	Rqmt 206 requires all device failure conditions be tested during FAT. Please confirm that site-specific infrastructure components such as production network connections, UPS, generators, etc. will be excluded from the roadside FAT execution at the contractor's site.	With the exception of the network backbone used at the Contractor's FAT site (and any variations in Hardware that would be required to connect that backbone to the network switches), the FAT must test the same Hardware that will be used in production. This would include any UPSs and generators.
36	Appendix A: Section 1.1.1 - South Phase	13 of 140	1.1.1	fifteen (15) VTMSs	In section 1.1.1 it is described that the existing system integrator has 15 VTMS operating. The scope of work listed under 1.1.1.1 only calls out for taking control of 14 VTMS. Please clarify if that is on purpose or typo.	As mentioned in section 1.1.1.2, the Contractor will take control of the last (fifteenth) VTMS in South Phase Part 2.
37	Appendix A: Section 3.3.7.1 - General VTMS Requirements	82 of 140	3.3.7.1	-	Please provide maximum number of characters for a toll rate message.	Toll rate messages may be as long twelve (12) characters.
38	Appendix A: Section 3.3.7.1 - General VTMS Requirements	82 of 140	3.3.7.1	-	Please provide maximum number of characters for an information message.	Information messages may be as long as thirty-three (33) characters.
39	Appendix A: Section 2.1.4: Req 21 & 28 - Deliverable Management	57 of 6174	2.1.4 (21 & 28)	All Deliverables and Work products shall be submitted to ALAMEDA CTC for review, comment, and Approval.	Based on the number of deliverables and the number of multiple review cycles per deliverable, we request this requirement be removed or modified to avoid potential schedule delays caused by extended review times.	No, the proposed change is not accepted by Alameda CTC.

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40	Appendix A: Section 2.1.4: Req 21 & 28 - Deliverable Management	57 of 6174	2.1.4 (21 & 28)	All Deliverables and Work products shall be submitted to ALAMEDA CTC for review, comment, and Approval.	For uniformity across all bidders in development of the Proposal Schedule, please define a minimum number of anticipated document review cycles.	Requirements 24 and 28 lay out the review process and anticipated time for each review cycle.
41	Appendix B: Glossary of Terms & Acronyms	183 of 6174		The date on which revenue service operations commence in accordance with the requirements of the Agreement.	Please provide the currently anticipated Go-Live Date for the following: North Phase Part 1 North Phase Part 2 South Phase Part 1 South Phase Part 2	The anticipated Go-Live dates are as follows: South Phase Part 1 - October 2024 South Phase Part 2 - January 2025 North Phase Part 1 - December 2025 (North Phase Part 2 is not in scope and should not be included in the proposed schedule).
42	Appendix D-9: Section 3.3.4: Req 436 - Automatic Vehicle Identification	-	436	If more than one Transponder is present in a vehicle, the ETS shall have the ability to accurately read and report up to four (4) Transponders that are compliant with the protocols defined and Approved by Alameda CTC.	Since 2 protocols are requested (Title 21 and 18000-63, commonly known as 6C) and yet in this high speed vehicle application, if multiple transponders are on a single vehicle having the same protocol, interference can occur, with the resulting jamming preventing one or both or all transponders of the same protocol from being accurately read, will the agency consider a rewording of this requirement? Example: ... the ETS shall accurately report up to four transponders as successfully read and reported by the AVI subsystem. This re-wording will therefore closely match requirement 394 bullet point 1.	Please see Addendum #3 for changes to KPI A07 and Requirement 436.
43	Appendix D-9: Section 3.3.1: Req 360 - General Roadside System Requirements	-	360	The Roadside System shall meet Performance Requirements while detecting vehicles, detecting and correlating Transponders to vehicles, capturing and correlating images to vehicles, and processing vehicles in accordance with Alameda CTC Business Rules when vehicles are in the following situations: traveling in the center of an Express Lane; traversing lanes; straddling up to 50% of the vehicle's width into the shoulder or general purpose lane; traveling in stop and go and bumper-to-bumper traffic, with spacing between vehicles as low as four (4) feet; and traveling at speeds of up to 100 miles per hour.	Will the agency consider striking the 50% requirement of straddling of vehicle width into the general purpose lane? Normally there is a 2 foot exclusion zone, and no part of a vehicle shall be in that exclusion zone to be counted as being in the Express Lane. Furthermore California regulations allow tolling transponders to be anywhere left/right on the windshield, further contributing to the uncertainty of vehicle and transponder association to the correct vehicle given the range of left-right positions, and impacting transponder detection and exclusion uncertainty. Coupled with requirement 393 to prevent incorrect assignment, 360 and 393 are incompatible or would require excessively costly solutions to try to implement to meet both 99.95% Transponder capture rate and 99.95% association to the correct vehicle, when cross lane reads or false reads are to be prevented.	Please see Addendum #3 for changes to Requirement 360.

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44	Appendix D-9: Section 3.3.2.4: Req 393 - Transaction Formation	-	393	The ETS shall have a method for preventing the incorrect assignment of Transponder reads from vehicles driving in the adjacent general purpose lanes or in the opposite direction.	Please clarify how read only sites are to be handled under this requirement. Would the agency confirm that requirement 393 does not apply to read only sites?	Vehicles driving in the opposite direction or in the general purpose lane should not have their transponders being assigned to vehicles traveling through the Read-Only Site when the Transactions are sent to the CHP Portal. Enforcement Beacons should not illuminate in response to Transponders that are inside vehicles in the opposite direction of travel or general purpose lanes. The only evaluation of Read-Only Site performance is KPI A15, Enforcement Beacon Accuracy. This KPI has a 90.0% accuracy threshold which is significantly lower than the AVI KPIs which apply to Toll Sites.
45	Appendix D-9: Section 3.3.12: Req 531-536 - Read-Only Sites	-	531-536	The Contractor shall design, procure, install, test, and set to work Read-Only Sites instead of fully equipped Toll Sites in quantities and at locations identified in Table 1 - Roadside Location Matrix. The Contractor shall install the Read-Only Sites using the existing mast arms and related civil infrastructure. Read-Only Sites shall be equipped with a zone controller, OAVDS, AVI system, DVAS, and any additional Hardware which may be required to control the existing Enforcement Beacons. Read-Only Sites shall not be equipped with an ICPS. Read-Only Sites shall create Transactions which contain only Transponder data. These Transactions shall be transmitted to the Host System for use within the CHP Portal. Transactions created at Read-Only Sites shall not be used in Trip Creation.	Question, since read-only sites do not factor into the trip creation or charging, will transponder capture rate KPI, opposite direction and general purpose cross lane or false read prevention measures, and transponder association to vehicle KPI requirements exclude the read-only sites?	KPI A07, Transponder Capture Rate, and KPI A08, Transponder Association Accuracy, only apply to Toll Sites. All AVI system requirements apply to Read-Only Sites. The only evaluation of Read-Only Site performance, however, is KPI A15, Enforcement Beacon Accuracy. This KPI has a 90.0% accuracy threshold which is significantly lower than the AVI KPIs which apply to Toll Sites.
46	Appendix E: Section I.A - General	8	I.A.5.(a)(iv)	Invoices must be legible and reproducible. CONTRACTOR shall prepare and submit separate invoices for ALAMEDA CTC and the SUNOL JPA, if applicable.	Contractor agrees to submit all invoices to ACTC, although Contractor realizes some compensation may be made by SUNOL JPA.	Alameda CTC will consider this during negotiations.
47	Appendix E: Section I.A - General	9	I.A.5.(e)	CONTRACTOR agrees to comply with federal procedures in accordance with Title 2 Code of Federal Regulations Part 200 ("2 CFR 200").	This Agreement is not federally funded.	Alameda CTC will consider this during negotiations.
48	Appendix E: Section I.A - General	9	I.A.5.(f)	CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual items of cost. Any costs for which payments have been made to CONTRACTOR which are determined by subsequent audit to be unallowable under 2 CFR 200 and 48 CFR, Part 31.000 et seq., including but not limited to indirect costs reimbursed as part of, or otherwise included within, CONTRACTOR's or its subconsultants' fully-burdened billing rates, are subject to repayment by CONTRACTOR to ALAMEDA CTC. In such event, ALAMEDA CTC may at its option set off such undue compensation by deducting such amount from payments then due to the CONTRACTOR and subconsultants. Prior to making such deduction, ALAMEDA CTC shall give the CONTRACTOR seven (7) calendar days' prior notice of its intent to set off and allow CONTRACTOR to make an alternative proposal with ALAMEDA CTC to refund the undue compensation. If, at the end of the notice period of seven (7) calendar days, CONTRACTOR has not offered an alternative proposal acceptable to ALAMEDA CTC, ALAMEDA CTC may immediately thereafter exercise its right to set off.	This Agreement is not federally funded.	Alameda CTC will consider this during negotiations.
49	Appendix E: Section I.A - General	9	I.A.6.	Nothing in this provision shall be construed to limit ALAMEDA CTC's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONTRACTOR and any subconsultants will be subject to review of ALAMEDA CTC's representative. CONTRACTOR may provide redacted copies of such subcontracts in order to protect any confidential and/or proprietary information contained therein; provided, however, that such redacted subcontracts are sufficient for ALAMEDA CTC to verify that contractual provisions required by this AGREEMENT are included in said subcontracts.	Contractor is pleased to provide redacted copies of its subcontract to evidence certain flow-down terms required by this Agreement, however, Contractor's subcontracts are considered proprietary.	Alameda CTC will consider this during negotiations.

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50	Appendix E: Section I.A - General	10	I.A.8.(b)	This includes providing the Services herein in conformance with and consistent with the highest industry standards being employed by competent professionals in the same discipline in the State of California.	Contractor is pleased to provide industry standards, however, the word "highest" is vague and undocumented.	Alameda CTC will consider this during negotiations.
51	Appendix E: Section I.C - Termination	11	I.C.1.	Upon receipt of such notice, the CONTRACTOR shall deliver to ALAMEDA CTC all data, estimates, graphs, summaries, reports, plans, photographs and other visual data and such information and materials as may have been accumulated by the CONTRACTOR in performing its services under the AGREEMENT, whether completed or in progress, within five- (5) twenty (20) business days of termination of this AGREEMENT.	Contractor suggests extending the response time to 20 days as being more reasonable and practical.	Alameda CTC will consider this during negotiations.
52	Appendix E: Section I.C - Termination	11	I.C.1.(a)	If the termination is for the convenience of ALAMEDA CTC, ALAMEDA CTC shall give the CONTRACTOR not less than fourteen-(14) thirty (30) calendar days' prior written notice.	Contractor suggests extending the response time to 30 days as being more reasonable and practical.	Alameda CTC will consider this during negotiations.
53	Appendix E: Section I.C - Termination	12	I.C.1.(b)	For Cause. In the event that any of the circumstances specified in Subparagraph (i) below occurs during the performance of this AGREEMENT or any Equipment, Hardware, Software, or Services furnished by CONTRACTOR during the performance of the Agreement fails to conform to any material requirement of the AGREEMENT, ALAMEDA CTC may shall give the CONTRACTOR fourteen-(14) no less than sixty (60) calendar days' prior written notice of its intent to terminate the AGREEMENT for material breach on the part of CONTRACTOR. Such notice shall describe in detail the basis for notice of default. If, at the end of the notice period of fourteen-(14) sixty (60) calendar days, the CONTRACTOR has not commenced correction of its performance in a manner acceptable to ALAMEDA CTC, or provided a plan for correction reasonably acceptable to ALAMEDA CTC, ALAMEDA CTC may immediately thereafter exercise its right of termination, cancel this AGREEMENT, and procure the Work or Services from other sources, holding the CONTRACTOR liable for any excess costs occasioned thereby.	Contractor suggests extending the response times to 60 days along with an opportunity to provide a plan for cure should the cure actually require a longer lead time as being more reasonable and practical.	Alameda CTC will consider this during negotiations, except for the strikethrough of "holding the CONTRACTOR liable for any excess costs occasioned thereby" which will not be considered negotiable.
54	Appendix E: Section I.C - Termination	12	I.C.1.(b)(i)(1)	The CONTRACTOR materially failed to transmit and process transactions and data in accordance with this AGREEMENT;	Without a materiality for this breach condition, there could be unreasonableness that invokes a breach.	Alameda CTC will consider this during negotiations.
55	Appendix E: Section I.C - Termination	13	I.C.1.(b)(i)(11)	Any repeated intentional violation by the CONTRACTOR of the ethics provisions, or applicable laws, rules or regulations;	Only a repeated violation should invoke a breach.	Alameda CTC will consider this during negotiations.
56	Appendix E: Section I.C - Termination	13	I.C.1.(b)(i)(18)	A pattern of repeated failures to meet the performance metric or metrics defined in Appendix A;	This is not a condition for breach as this is covered under either Article I. L. Liquidated Damages or Article I.G. Pervasive Defects.	No, Alameda CTC does not accept this change.
57	Appendix E: Section I.C - Termination	13	I.C.1.(b)(i)(20)	The default in the performance or observance of any of the CONTRACTOR's other obligations under this Agreement and the continuance thereof for a period of seven-(7) thirty (30) Calendar Days after Notice given to the CONTRACTOR by ALAMEDA CTC.	Contractor suggests extending the response time to 30 days as being more reasonable and practical.	Alameda CTC will consider this during negotiations.
58	Appendix E: Section I.C - Termination	14	I.C.3.	Waivers. CONTRACTOR, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of ALAMEDA CTC's termination for convenience as provided in Article I, Section C, Paragraph 1(a), except for actual, justifiable costs of termination, as mutually agreed by ALAMEDA CTC and CONTRACTOR except for justifiable costs of termination. The Parties mutually agree that the justifiable costs of termination in the event of termination for convenience shall be one (1) month of ETC's average monthly revenue during the term of the AGREEMENT plus the actual costs of any unavoidable penalties that CONTRACTOR may incur for early termination of third-party contracts that CONTRACTOR entered in order to perform the Services for ALAMEDA CTC under this AGREEMENT .	Contractor is happy to comply with the waivers for termination by ACTC for convenience, however, Contractor should be entitled to compensation for costs related to such termination.	Alameda CTC will consider this during negotiations.

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59	Appendix E: Section I.D - Reserved	14	I.D.	<p>Reserved- SPECIAL DAMAGES/AGGREGATE LIABILITY</p> <p>1. Special Damages. In no event shall CONTRACTOR be liable to ALAMEDA CTC for any punitive, special, indirect, consequential, incidental, or exemplary damages arising out of, or in connection with, this AGREEMENT, even if it has been advised of the possibility of such damages.</p> <p>2. Aggregate Liability. During the term of this AGREEMENT, in no event shall CONTRACTOR's total aggregate liability for direct damages resulting from CONTRACTOR's breach of this AGREEMENT exceed the total Agreement value. Nothing in this Section shall be deemed to limit CONTRACTOR's liability related to third-party CLAIMS arising out of, pertaining to, or relating to the negligence, recklessness, willful misconduct of the CONTRACTOR as provided for in Article I, Section F below.</p>	Contractor is pleased to be liable to ACTC for damages, however, such liability should be reasonably capped at the Agreement value.	No, Alameda CTC does not accept this change.
60	Appendix E: Section I.E - Indemnification	14	I.E.1.	The CONTRACTOR shall perform all Services and duties in conformance with and consistent with the highest industry standards being employed by professionals in the same discipline in the State of California.	Contractor is pleased to provide industry standards, however, the word "highest" is vague and undocumented.	Alameda CTC will consider this during negotiations.
61	Appendix E: Section I.E - Indemnification	14	I.E.2.	<p>Responsibilities. CONTRACTOR agrees to protect, defend, indemnify and hold harmless ALAMEDA CTC and, if applicable, the SUNOL JPA, the State of California acting by and through its Department of Transportation ("CALTRANS"), Bay Area Toll Authority, Bay Area Infrastructure Financing Authority ("BAIFA"), California Highway Patrol ("CHP"), and their respective officers, officials, and employees, ("INDEMNITEES") from and against any and all Third-Party liability, claims, suits, demands, losses, damages, costs and expenses, including, but not limited to, court costs and reasonable attorneys' and expert witness fees, (collectively "CLAIMS") arising out of, pertaining to, or relating to the negligence, recklessness, willful misconduct of the CONTRACTOR or its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT ("INDEMNITORS"), including but not limited to any failure by INDEMNITORS to monitor the subconsultants' insurance coverage to ensure that each subconsultant continuously carries all insurance coverage required pursuant to Appendix E hereof. In the event either ALAMEDA CTC or the SUNOL JPA is found by a court or arbitrator to be partially liable for a CLAIM, such responsible agency shall reimburse the CONTRACTOR for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability. For purposes of this subsection, "Third-Party" means an individual or entity making a CLAIM against an INDEMNITEE.</p> <p>As a condition to the indemnity obligations contained herein, the INDEMNITEE shall provide the INDEMNITOR with prompt written notice of any CLAIM for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the CONTRACTOR indemnifying party in connection with any such CLAIM. CONTRACTOR (the indemnifying party) shall be entitled to control the handling of any such CLAIM and to defend or settle any such CLAIM, in its sole discretion, with counsel of its own choosing. Prior to settling any claim admitting any fault on the part of the indemnified party, CONTRACTOR shall obtain prior written approval from the indemnified party.</p>	Contractor is pleased to provide this indemnification as it pertains to third-party claims and a process for defense of claims should be included in the agreement..	Alameda CTC will consider this during negotiations.
62	Appendix E: Section I.G - Pervasive Defects	19	I.G. (a)	The CONTRACTOR agrees to promptly remedy, at no cost to ALAMEDA CTC, any defects determined demonstrated by ALAMEDA CTC to be Pervasive materially prevent the system from meeting the requirements defined in Appendix A throughout the term of this AGREEMENT, such that if ALAMEDA CTC determines that any CONTRACTOR provided Equipment, component, sub-component or Software is experiencing continued or repetitive failure that requires constant replacement materially degrades the useability or repair-accepted functionality of the system as defined in Appendix A, the CONTRACTOR agrees that a " Pervasive Defect " shall be deemed to be present in such affected types of Equipment or Software. In the event of a dispute as to the material impact of a claimed defect on the useability of the system, the issue will be escalated to ALAMEDA CTC Executive Director (or designee) and CONTRACTOR CEO (or designee) for mutual agreeable resolution. In the event the parties fail to reach agreement, the issue will be resolved pursuant to Article II, Section H. For accepted defects the The CONTRACTOR shall then be required to investigate, develop and deploy, at no additional expense to ALAMEDA CTC, all required component or System performance improvements to remediate this condition. A resolution plan shall be produced by the CONTRACTOR and submitted to ALAMEDA CTC within ten (10) Business Days of notification by ALAMEDA CTC that a defect has occurred. In the event CONTRACTOR demonstrates that the complexity of the issue will require additional time to define the plan, an additional ten (10) business days will be granted	Contractor is pleased to provide the remedies for defects that are materially affecting the ACTC system as provided in the edits to this section.	Alameda CTC will consider this during negotiations.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
63	Appendix E: Section I.L - Liquidated Damages	23	I.L.4.	Based on the foregoing, in the event of a delay resulting in a failure of the CONTRACTOR to deliver a complete and fully operational ETS for Implementation Phase I in accordance with Appendix A within one hundred and eighty (180) days of the Go-Live Date provided in Appendix F for Implementation Phase I, Alameda CTC may elect to impose and the CONTRACTOR shall pay Alameda CTC, as liquidated damages, the amount of \$[the full cost of ETS for Implementation Phase I + one year of expected gross revenue].	Contractor requests that the optional language be limited to the Phase 1 costs.	No, Alameda CTC does not accept this change.
64	Appendix E: Section I.L - Liquidated Damages	24	I.L.4.	In the event that the CONTRACTOR Project Manager for any task in or issued under Appendix A becomes unavailable to perform the Services as defined in this AGREEMENT except that such unavailability is for emergency, medical reasons or other loss of Key Personnel , ALAMEDA CTC may, in its sole discretion, assess CONTRACTOR liquidated damages in the amount of \$20,000 per occurrence. In the event other Key Personnel become unavailable for the performance of duties as required in Appendix A or if CONTRACTOR elects to not appoint qualified Key Personnel to a Key Personnel position in the event of a vacancy, for each event of unavailability or unfilled vacancy that extends beyond twenty (20)-ninety (90) Calendar Days, at ALAMEDA CTC's discretion, liquidated damages in the amount of \$1,000 per day shall be assessed, not to exceed \$15,000, per position, per occurrence.	(Paragraph numbering is off. Should actually be I.L.8.) Contractor requests certain conditions for uncontrolled loss of Key Personnel be exempted from this LD.	Alameda CTC will consider increasing the number of days during negotiations, but declines the other requested edits.
65	Appendix E: Section I.P - Alameda CTC-Owned Equipment, Inventions and Software	26	I.P.3.	CONTRACTOR acknowledges and agrees that all intellectual property authored, created, and invented by CONTRACTOR under this AGREEMENT to satisfy the requirements of Appendix A, including, without limitation, the Customizations which in the case of Software shall be specifically developed for ALAMEDA CTC's ownership pursuant to a separate agreement entered into between CONTRACTOR and ALAMEDA CTC , in any medium, is either owned by ALAMEDA CTC or specially ordered or commissioned by ALAMEDA CTC including works made for hire in accordance with Section 101 of the Copyright Act of the United States and shall be considered ALAMEDA CTC Owned Inventions ("ALAMEDA CTC Owned Inventions"), including all specifications and other Documentation related thereto. Therefore, for purposes of Article I, Section Q, ALAMEDA CTC Owned Inventions shall not be considered Software subject to the License provisions therein. From time to time, at the request of ALAMEDA CTC, pursuant to this Agreement CONTRACTOR shall be considered execute written assignments to ALAMEDA CTC of any ALAMEDA CTC Owned Inventions that may, despite the preceding sentence, be deemed not to be works made for hire. Such assignments shall be in a form acceptable to ALAMEDA CTC in its reasonable discretion.	Contractor is happy to provide ownership for customized software, it must be specifically developed for ACTC pursuant to a separate agreement entered into between the parties.	No, Alameda CTC does not accept this change.
66	Appendix E: Sample Agreement	33 and 37 of 52	Art I, S(6) and Art. II, C(6)	These 2 sections reference PII, and refer Contactor to App'x G and F, respectively. However, we did not see any information about PII in either App'x G or F. Please clarify where Contractor can review the PII information referenced in these sections of the Contract. Also, will there be an additional time for questions and/or exceptions to those PII sections, once they are published?		Appendix G to the Sample Agreement (Special Conditions Relating to Personally Identifiable Information) has been added to the RFP Documents list (Addendum #2).
67	Appendix E: Section I.A - General	9 of 52	Art. I, A(1)(5)(c)		"Subconsultant" is a term used throughout this contract. However it is not a defined term in App'x B, Glossary, while "Subcontractor" is. Is Alameda's intent that these terms be used interchangeably?	Yes, and the Glossary (Appendix B) will be updated in the negotiated Agreement for clarity to add that "Subconsultant" is a synonymous term.
68	Appendix E: Section I.A - General	p. 11 of 52	Art I, A(9)	Contractor's indemnity of Alameda CTC is a separate section of the Contract, and fully addressed in that section (Article 1(E)). We request an exception to delete the (incomplete) indemnity reference within this paragraph. "Neither ALAMEDA CTC's review, acceptance, nor payment for any of the Services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and the CONTRACTOR shall be and remain liable to ALAMEDA CTC in accordance with applicable law for all damages to ALAMEDA CTC caused by the CONTRACTOR's reckless, negligent, or wrongful performance of any of the Services furnished under the AGREEMENT.		No, Alameda CTC does not accept this change.
69	Appendix E: Section I.C - Termination	p. 11 of 52	Art. I, C(1)	We agree that all materials described in this paragraph needs to be returned to Alameda CTC upon termination, but 5 business days is too short of a time to compile and return them. We request an exception for 15 business days instead. "Upon receipt of such notice, the CONTRACTOR shall deliver to ALAMEDA CTC all data, estimates, graphs, summaries, reports, plans, photographs and other visual data and such information and materials as may have been accumulated by the CONTRACTOR in performing its services under the AGREEMENT, whether completed or in progress, within five (5) fifteen (15) business days of termination of this AGREEMENT."		Alameda CTC will consider this during negotiations.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
70	Appendix E: Section I.C - Termination	p. 11 of 52	Art. I, C(1)(a)	To properly wind down operations, terminate subcontracts, etc., Contractor needs more than the proposed 14 days' notice for termination for Alameda CTC's convenience. We take exception to request 30 calendar days' prior written notice. "If the termination is for the convenience of ALAMEDA CTC, ALAMEDA CTC shall give the CONTRACTOR not less than fourteen (14) thirty (30) calendar days' prior written notice."		Alameda CTC will consider this during negotiations.
71	Appendix E: Section I.C - Termination	p. 12 of 52	Art. I, C(1)(b)	Indoubtedly, a corrective plan needs to be put into action timely if there's a cause for breach. However, we request exception to provide a more concrete standard for the content of that plan. Additionally, and as above, we request a longer period to be able to correctly wind down operations. We propose this alternative language. "If, at the end of the notice period of fourteen (14) calendar days, the CONTRACTOR has not commenced correction of its performance in a manner acceptable to ALAMEDA CTC <i>commercially reasonable manner</i> , ALAMEDA CTC may immediately exercise its right of termination <i>no less than 16 days thereafter</i> , cancel this AGREEMENT, and procure the Work or Services from other sources, holding the CONTRACTOR liable for any excess costs occasioned thereby."		No, Alameda CTC does not accept this change.
72	Appendix E: Section I.L - Liquidated Damages	p. 24 of 52	Art. I, L (the second "5")	We take exception to request a cap on LDs assessed by this Section L. The suggested cap, of 1.5x of the amount paid on the Contract, still provides extreme financial disincentive to Contractor to accrue the LDs, while fairly compensating Alameda CTC for those circumstances where LDs apply. We request this additional language be added to the end of the last paragraph of the last section of Art. I(L): " <i>Notwithstanding anything in this Agreement to the contrary, the cumulative amount of Liquidated Damages assessed by Alameda CTC against Contractor under all provisions of this Section L, shall not exceed one and one half (1.5) times the amount paid by Alameda CTC to Contractor over the Term of the Contract.</i> "		No, Alameda CTC does not accept this change.
73	Appendix E: Section I.Q - License	p. 29 of 52	Art. I, Q(6)	Request deletion of "ETC" and replace with "Contractor"		Accepted; this will be updated in the negotiated Agreement.
74	Appendix E: Section I.A - General	p. 5 of 52	Art. I, A(3)(b)(i)	Given the length of the proposed term and option years, and uncertainty of future inflation and Bay Area wages, we request exception to the 3% annual increase for hourly rates. "The specified hourly rates established for this AGREEMENT shall be increased annually by 3% <i>the San Francisco-Oakland-Heyward CA CPI as published by the federal Bureau of Labor Statistics.</i> "		No, Alameda CTC does not accept this change.
75	Appendix E: Section I.A - General	p. 8 of 52	Art. I, A(5)(b)	While we can agree to the withholding of a disputed amount, it is commercially unreasonable to withhold 150% of such a disputed amount. For example, if an entire invoice is disputed, then the remaining 50% would be withheld from amounts due on invoices that are undisputed. We propose this amendment: "If ALAMEDA CTC disputes any portion of the amount due to CONTRACTOR, it may, at its sole discretion, withhold payment up to one hundred forty- <i>percent (100%) of the disputed amount.</i> "		Alameda CTC will consider this during negotiations.
76	Appendix E: Section I.C - Termination	pp. 13-14 of 52	Art. I, C(1)(c)	We take exception to the first sentence of this section. Contractor should be compensated for the value of the Work performed, whether or not has been Approved at the time of termination. For example, conforming Work in one section of the project may be pending Approval while non-conforming Work in another area may trigger the notice of breach. As written, Contractor would not be paid for the conforming Work simply because it had not yet been Approved by Alameda CTC. For that reason, we request deletion of "Approved" in this sentence. "If ALAMEDA CTC terminates the AGREEMENT for cause pursuant to Article I, Section C, Paragraph 1(b) above, the CONTRACTOR will be compensated for that portion of the Work which has been completed and Approved by ALAMEDA CTC and for Services ..."		No, Alameda CTC does not accept this change.
77	Appendix E: Section I.E - Indemnification	pp. 14-15 of 52	Art. I, E(2)	We (and our surety) take exception to the indemnification terms and request this alternate language, to limit Contractor's exposure while also providing sufficient coverage for Alameda CTC and the other indemnified parties. "CONTRACTOR agrees to protect, defend, indemnify and hold harmless INDEMNITEES from any and all [CLAIMS] arising out of, pertaining to, or relating to the <i>gross negligence, recklessness, willful misconduct of the [INDEMNITORS]</i> , including but not limited to any failure by INDEMNITORS to monitor the subconsultants' insurance coverage to ensure that each subconsultant continuously carries all insurance coverage required pursuant to Appendix E hereof. In the event either ALAMEDA CTC or the SUNOL JPA is found by a court or arbitrator to be partially liable for a CLAIM, such responsible agency shall <i>contribute or</i> reimburse the CONTRACTOR for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability. <i>Notwithstanding the foregoing, the cumulative amount owed by INDEMNITORS to all INDEMNITEES under this Paragraph shall not exceed two (2) times the total amount paid by Alameda CTC to CONTRACTOR over the Term of this Contract.</i> "		No, Alameda CTC does not accept this change.
78	Appendix G-7: KPI A07 - Transponder Association Accuracy	6151 of 6174	KPI A07 Transponder Association Accuracy	A Transponder mounted in accordance with the manufacturer mounting instructions shall be captured by the AVI system with an accuracy of 99.95% for each Toll Site. This KPI applies to Title 21 and ISO 18000-63 Transponders.	Will the Alameda CTC consider changing this SLA to 99.90%?	Please see Addendum #3 for changes to KPI A07.
79	Appendix G-7: KPI A07 - Transponder Association Accuracy	6152 of 6174	KPI A07 Transponder Association Accuracy	Every Transponder that is reported to the zone controller shall be assigned to the correct vehicle and Transaction with an accuracy of 99.95% for each Toll Site.	Will the Alameda CTC consider changing this SLA to 99.90%?	No.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
80	General: Image Review	-	-	-	Will the authority allow manual image reviews to be performed by image reviewers outside of the continental US?	Yes.
81	Appendix G-7: KPI A13 - Trip Creation Accuracy	6158 of 6174	KPI A13: Trip Creation Accuracy 100%	"100% of Eligible Transactions shall be formed into Trips in accordance with the Requirements and ALAMEDA CTC Business Rules."	During operations and maintenance measurements of 100% often lead to obstacles to project success, because 100% in accuracy or other performance measures is statistically improbable. In order to make the O&M more manageable for both partners, ACTC and integrator, please consider to change all 100% KPIs to 99.99%. This allows for the small percent of imperfections that are inevitable in any system and contract relationship.	Alameda CTC will consider this during negotiations.