



**RESPONSE TO REQUESTS FOR CLARIFICATIONS AND EXCEPTIONS
BATCH NO. 2
ALAMEDA CTC RFP NO. R22-0009
ELECTRONIC TOLL SYSTEM INTEGRATION SERVICES (ETSIS)
FOR EXPRESS LANES OPERATED BY ALAMEDA CTC**

May 12, 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 18, 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	Appendix G-4: I-680/SR-84 Interchange Plan Set	1781 of 6174	All	Electrical Plans for 680/SR 84 Interchange Plans	E-sheets are missing. Page 1781 of 6140 is ED-1. Page 1780 of 6174 is Q14. Proposer requests additional time for questions after Alameda CTC provides more complete RFP documents.	The complete plan sets for Appendices G-3, G-4 and G-5 plan sets have been posted as separate files on the Alameda CTC web site under Addendum #3. The plan sheets and site plans provided as part of these appendices are not in final form. These documents are being provided for reference purposes only. Alameda CTC makes no representation and provides no guarantees as to the accuracy or completeness of these plan sheets and site plans. Any assumptions that Proposers choose to make in reliance on these documents are done at Proposers own risk and within Proposer's sole discretion
2	Front End: Section I.1.E - Pre-Award/Post-Award Audit	4 of 33	E. Pre-Award/Post-Award Audit	Alameda CTC reserves the right to perform pre-award and/or post-award audits. The Proposer shall be aware that if a pre-award audit is to be performed, full cooperation with the auditors is to be expected. The pre-award audit recommendations shall be incorporated in the contract. If Alameda CTC permits the contract to be awarded based on a post-award audit requirement, the Proposer shall agree to the following contract language below: CONTRACTOR acknowledges that this AGREEMENT and the Price Proposal are subject to a post award audit. Based on any post award audit recommendations, the Price Proposal and/or the total compensation figure shall be adjusted to conform to the audit recommendations. CONTRACTOR acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this AGREEMENT. Refusal by CONTRACTOR to incorporate interim audit or post award recommendations will be considered a breach of the AGREEMENT and cause for termination of the AGREEMENT.	Please update the verbiage to indicate that the vendor's internal costs are not included in the scope of the pre-award and post-award audits.	Alameda CTC will consider this during negotiations.
3	Front End: Section I.2.C - Insurance & Bond Requirements	13 of 6174	Section I	The selected Proposer shall also be required to provide and maintain performance and payment bonds for both the Implementation and O&M Phases in accordance with the terms of Appendix E. The amount of the surety commitment for the Implementation Phase shall be equal to the Total Implementation cost provided on the Project Summary sheet, Cell C9 of Appendix D-10. For the O&M Phase, the surety commitment shall equal Year 1 of O&M cost as provided on Sheet 4C, Cell E13 of Appendix D-10, with renewals as further set forth in Appendix D-10. Proposers shall provide proof of this bonding capability using the surety letter provided as Appendix D-5 (Surety Letter).	Appendix E does not contain terms for the bonds. Appendix E is the Sample Agreement of which H. Insurance and Bonding, has a circular reference back to Appendix E. Can proposer take the bond language in 2. Contract Requirements, <u>C. Insurance and Bond Requirements</u> in Section I of the RFP as the full requirements and terms for the bond(s)?	The bond requirements are stated Section II.C (Insurance and Bond Requirements) on page 9 of the RFP. Alameda CTC does not have required bond forms but a sample from previous contracts was provided as part of Addendum #3.
4	Appendix A: Section 4.23: Req 922 - Security	122 of 140	4.23	Req 922: The CONTRACTOR shall perform monthly penetration and vulnerability tests that are scheduled in the MOMS, as well as every time a new Software release is deployed or new network Hardware is added or replaced to evaluate the security risk to the ETS and identifying potential vulnerabilities.	Can Alameda CTC confirm the "monthly penetration and vulnerability tests" are to be performed from the Internet into the proposed ETS system and not the extensive (2-5 days) penetration test performed within the internal network as requested to be performed annually in the PCIDSS requirements?	Please see Addendum #3 to clarify Requirement 922.
5	Appendix A: Section 3.2.1: Req 295 - Host System General Requirements	64 of 140	3.2.1	Req 295: The Host System's infrastructure, Software, and configuration shall meet the Performance Requirements and Disaster Recovery Requirements of the AGREEMENT and guarantee availability as identified in the Requirements.	Can Alameda CTC provide the details of the Disaster Recovery Requirement or point out the section(s) where the DR requirements can be located in particular for the following information? 1. expected Recovery Point Objective (RPO) 2. expected Recovery Time Objective (RTO) 3. limitation of Secondary Host location, such as the minimum distance from the Primary Host location	Please see Addendum #3 to clarify Requirement 169.
6	Appendix A: Section 3.2.3: Req 320 - Data Storage, Backup and Retention	67 of 140	3.2.3	Req 320: The Host System shall retain and purge data according to the following durations: • compressed images associated with Transponder-based Trips shall be retained and accessible to Authorized Users for six (6) months from the date of the Transaction and then purged; • Image-based Trips and images (compressed image and region of interest) shall be retained and accessible to Authorized Users for four (4) years and then purged;	Can Alameda CTC provide the ratio of Transponder-based Trips and Image-based trips?	Image-based Trips are estimated make up 30% of Trips. The Contractor is responsible for accommodating variability. These statistics are for reference only, and Alameda CTC does not guarantee the expected ratios on I-680.

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7	Appendix A: Section 3.3.9: Req 507 - CCTV System	85 of 140	3.3.9	Req 507: CCTV cameras shall be full color, high resolution, and have PTZ functionality that can be manipulated locally or remotely by Authorized Users. Video feeds during hours of darkness may be in black and white.	Can Alameda CTC provide the definition of "high resolution" for each CCTV?	Please see Addendum #3 to clarify Requirement 507.
8	Appendix A: Section 3.3.9: Req 509 - CCTV System	86 of 140	3.3.9	Req 509: The CCTV user interface shall provide a screen which shows live, Configurable thumbnail views from each camera, to be used as a constant video wall display in the ALAMEDA CTC Express Lanes Operations Center (ELOC).	Can Alameda CTC provide more details on this requirement? 1. What is the expected size of the "provided screen"? 2. How will the ELOC linked to the proposal Host system? 3. What are the specifications for the Videowall Display?	1. Use of the word screen in this instance refers to a view within a user interface and not a physical screen. (The physical screen size of videowall monitors at the operations center is 55 inches and the resolution is 1920x1080. Operator workstation monitors are 24 inches.) 2. Access to the ELOC will be via secure virtual private network (VPN) that uses Multi-factor Authentication (MFA) and will use a secure cloud-based workstation login limited to those users. 3. The videowall display is provided and operated by another agency. Procurement of a videowall display is not included in this scope of work.
9	Appendix A: Section 3.1.3.1: Table 2 - Cabinet Types by Location	61 of 140	Table 2	Cabinet Types by Location	Is it correct that Sites 33, 35, & 37 are Single cabinets when they have an asterisk * that denotes a cabinet that will support both directions of travel?	Yes, asterisks indicate there is future NB equipment at that site. However, not every site with asterisk will consist of future NB toll site. It may be a future NB TDS.
10	Appendix A: Section 6.1: KPI A11-A13 - System Performance	133 of 140	Section 6, KPIs: A11-A13	*\$10 for each incorrectly rejected or timed out image set \$5 per missed Transaction \$5 per trip error reported or other identified failure within six months of the date that the trip was transmitted."	It is standard for Integrators to have contractual flow downs for any liability. With ACTC desire for high SLBE/small business participations, if the agency does not limit the liability there will be limited ability for SLBEs and VSLBEs to participate in the contract. Can the agency please consider limiting the liabilities to allow more participation by such firms?	Alameda CTC does not agree to a cap for liability or alteration of the KPIs as requested. Alameda CTC agrees to include a contract term for a maximum amount of fee adjustment per month; please see Addendum #4.
11	Appendix A: Section 3.1.3.1: Table 2 - Cabinet Types by Location	61 of 140	Table 2	Compare Type 2 Cabinet Types by Location and sheet ED-21 of 680/SR 84 Interchange plans SCHEDULE A.	Sites 33 & 35: How are two directions of equipment expected to fit inside one single bay cabinet? Site 34: Should Table 2 say two (2) Single Bay cabinets? Site 37: SCHEDULE A shows a POLE MOUNT cabinet. How can two directions of travel fit in one pole mounted enclosure? Sites 39 and 40 are missing in Table 2, but they are on SCHEDULE A; please explain.	For the future express lanes implementation: Site 33 will consist of a SB toll site with provisions for a future additional TDS to collect future northbound traffic data. Site 34 has a future Northbound VTMS and toll site. Site 35 is the same as 33, but with a CCTV. Site 37 is a CCTV with TDS for Southbound direction and provisions for future northbound TDS. Sites 39 and 40 were planned for the I-680/SR 84 Interchange project, but have since been eliminated.
12	Appendix A: Section 6.1: KPI A16 - Tag Status File Transmission	132 of 140	Section 6, KPI A16 Tag Status File Transmission	\$100 per one (1) hour delay for each zone controller affected, up to a maximum fee adjustment of \$10,000 per Calendar Day per Corridor.	Would the Authority consider a design that eliminates the need to transmit a list to the zone controller subsystem? If not, would the Authority modify the penalty to actual losses occurred due to the lack of timeliness on the delivery of the list?	See section 7.2.5, BR-0047. Enforcement Beacon operation necessitates Tag Status List at the laneside due to the need to consider valid or invalid status.
13	Appendix A: Section 6.1: KPI A11-A13 - System Performance	132 of 140	Section 6, KPIs: A11 Image Rejection Accuracy, A12 Image-based Trip Accuracy, and A13 Trip Creation Accuracy	*\$10 for each incorrectly rejected or timed out image set \$5 per missed Transaction \$5 per trip error reported or other identified failure within six months of the date that the trip was transmitted."	As written these KPIs could conceivably occur on the same transaction which will result in a higher risk profile and cost impacts. The penalty exposes the contractor to liability that could far exceed any possible estimation of unforeseen events, and would also effectively limit the participation of SLBE's and other smaller third party vendors. Moreover, as it increases risk for the integrator, it will increase cost for the Authority. Please consider modifying penalties down to actual losses incurred. Please consider capping unlimited liability.	Alameda CTC does not agree to a cap for liability or alteration of the KPIs as requested. Alameda CTC agrees to include a contract term for a maximum amount of fee adjustment per month; please see Addendum #4.

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14	Appendix D-5: Surety Letter	209 of 6174	Section II	... Such bonds will be in the amounts identified in the Price Proposal as referenced in the RFP Section I, Article 2, Paragraph C, with terms of the bonds as also provided in the sample performance and payment bond included with the RFP as part of Appendix D-10.	Appendix D-10 Price Proposal Forms does not include a sample performance and payment bond form. Can proposer assume that Alameda CTC does not require proprietary bond forms and proposer can use surety or industry standard bond forms?	The bond requirements are stated Section II.C (Insurance and Bond Requirements) on page 9 of the RFP. Alameda CTC does not have required bond forms but a sample from previous contracts was provided as part of Addendum #3.
15	Appendix D-7: Insurance Requirements	215 of 6174	Section II	Deductible Maximum (all policies) - \$50,000 deductible or self-insured retention	Proposer takes exception to a maximum \$50,000 deductible or self-insured retention on all policies. A \$50,000 deductible is not feasible in today's insurance market. Proposer requests a higher limit of \$500,000 or no limit at all with Alameda CTC instead including wording that proposers have full responsibility for deductibles or self-insured retentions.	Insurance waiver requests for the selected proposer will be evaluated and may be approved on a case-by-case basis at Alameda CTC's discretion, which may include consideration of the type of work/services being performed and the participating budget of the insured performing such work.
16	Appendix D-7: Insurance Requirements	216 of 6174	Section II	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 Employers Liability, Automobile Liability, Commercial General Liability, and Unmanned Aerial Vehicle (UAV) Insurance (if applicable).	Proposer takes exception to "Unmanned Aerial Vehicle (UAV) insurance (if applicable)" being included in the Umbrella requirement. The umbrella will not sit above a UAV policy if a UAV is used on the project. Proposer requests the UAV requirement be removed from under Umbrella Insurance.	Insurance waiver requests for the selected proposer will be evaluated and may be approved on a case-by-case basis at Alameda CTC's discretion, which may include consideration of the type of work/services being performed and the participating budget of the insured performing such work.
17	Appendix D-7: Insurance Requirements	218 of 6174	Section II	(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, ...	Proposer takes two exceptions: 1. Thirty (30) calendar days or non-renewal, the carriers will not provide ten (10) days of non renewal. 2. Material Change, the carrier will not provide notice of material change; proposer requests this be changed to CONSULTANT shall provide notice of material change.	Insurance waiver requests for the selected proposer will be evaluated and may be approved on a case-by-case basis at Alameda CTC's discretion, which may include consideration of the type of work/services being performed and the participating budget of the insured performing such work.
18	Front End: Section II.1.B - Statement of Work	12 of 33	Section II.1.B.2		If Proposer wishes to submit an option in addition to the Base Contract O&M, how will such an option be evaluated and what weight will be assigned? None indicated on the Proposal Evaluation/Criteria.	Alternatives outside the Base Contract O&M and O&M extensions will not be considered in the evaluation.
19	Front End: Section I.1.F - Conflict of Interest	4 of 33	Sec. I.1.F	"potential Conflicts of Interest" "Conflict of Interest"	Please clarify how "potential Conflicts of Interest" will be evaluated or considered under this Section and Appendix D-15, the form provided. Will a Proposer who has existing clients that are either cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County be deemed to have a "Conflict of Interest" and, therefore, ineligible? Is this a Pass/Fail requirement? If not, how much weight, if any, will Alameda CTC give previous or current contracts with such entities in this contract award if a Proposer has other clients who are cities, the County of Alameda and/or transit or transportation agencies that operate in Alameda County?	A Proposer who has existing clients that are either cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County is not considered to have a "Conflict of Interest".
20	Appendix E: Section I.A - General	6	I.A.3.(c)(ii)	(ii) "Negotiated Billing Rates" means the Fixed Hourly Rates of compensation established by mutual agreement between the parties in lieu of calculation by Direct Salaries and Salary Cost Factors, paid to the CONTRACTOR's and subconsultant's employees for work directly performed on this AGREEMENT, inclusive of all salary, payroll-related taxes, payments, premiums, benefits, and indirect general and administrative costs all of which are confidential to CONTRACTOR and not subject to audit, except to the extent that such rates include rates that are subject to prevailing wage per Article III, Section 20 of this AGREEMENT.. Nothing in this Subsection shall be interpreted to interfere with ALAMEDA CTC's right to audit timesheets and labor hours in accordance with its audit rights pursuant to Article III, Section A(9).	Direct Salaries and Salary Cost Factors are not applicable as this Agreement is using Negotiated Rates and Lump Sum per Page 1. Also, Direct Salaries and Salary Cost Factors could potentially expose Contractor's internal costs which are considered confidential information of Contractor.	Alameda CTC will consider this during negotiations.
21	Appendix E: Section I.A - General	7	I.A.3.(c)(iii)	"Direct Salaries" means the amount of wages or salaries paid to the CONTRACTOR's and subconsultant's employees for work directly performed on this AGREEMENT, exclusive of all payroll-related taxes, payments, premiums, and benefits, calculated on an hourly basis.	Contractor requests deletion of this section as not applicable to the Agreement and potentially could expose Contractor's internal costs which are considered confidential information of Contractor. .	Alameda CTC will consider this during negotiations.
22	Appendix E: Section I.A - General	7	I.A.3.(c)(iv)	"Salary Costs" means the amount of wages or salaries paid to the CONTRACTOR's and subconsultant's respective employees for work directly performed on this AGREEMENT, plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.	Contractor requests deletion of this section as not applicable to the Agreement and potentially could expose Contractor's internal costs which are considered confidential information of Contractor. .	Alameda CTC will consider this during negotiations.

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23	Appendix E: Section I.A - General	7	I.A.3.(c)(v)	General Overhead" means a percentage of Direct Salaries paid to the CONTRACTOR's and subconsultant's respective employees on all projects necessary to cover those indirect general and administrative costs incurred by the CONTRACTOR or its subconsultants during the period of performance of services. General Overhead will not change for the life of this AGREEMENT, except as otherwise provided under the Changes to Standard Form Agreement section of this AGREEMENT.	Contractor requests deletion of this section as not applicable to the Agreement and potentially could expose Contractor's internal costs which are considered confidential information of Contractor.	Alameda CTC will consider this during negotiations.
24	Appendix E: Section I.A - General	7	I.A.3.(c)(vi)	"Salary Cost Factor" means a factor applied to the Direct Salaries for CONTRACTOR or an individual subconsultant to cover Salary Costs, General Overhead and profit. Salary Cost Factors for CONTRACTOR and each individual subconsultant are shown in Appendix B. Salary Cost Factors will not change for the life of the AGREEMENT, except as otherwise modified under the Changes to Standard Form Agreement section of this AGREEMENT. The Salary Cost Factor is computed by aggregating (x) Salary Costs as a percentage of Direct Salaries and (y) General Overhead as a percentage of Direct Salaries, and multiplying this sum by the allowable profit, as follows: $\text{Salary Cost Factor} = \frac{\text{Salary Costs as percentage of Direct Salaries} + \text{General Overhead as percentage of Direct Salaries}}{\text{Allowable Profit}}$	Contractor requests deletion of this section as not applicable to the Agreement and potentially could expose Contractor's internal costs which are considered confidential information of Contractor.	Alameda CTC will consider this during negotiations.
25	Appendix E: Section I.A - General	9 of 52	Art. 1, A(1)(5)(e)	2 CFR 200.100 states that the purpose of 2 CFR 200 is to provide uniform requirements for federally funded projects. Please confirm whether any federal funding will be used for the anticipated Scope. If none, is the reference to 2 CFR 200 in Article 5(e) solely to establish which cost principles and audit procedures are to be used on this project, regardless of whether federal funds are involved? Additionally, should the paragraph referencing 2 CFR 200 be in Article 5(f) rather than 5(e)?		No federal funding is used for the anticipated scope. Alameda CTC will consider deletion of this paragraph during negotiations.
26	Appendix E: Section I.A - General	8	I.A.5.(b)	(b) If ALAMEDA CTC disputes any portion of the amount due to CONTRACTOR, it may, at its sole discretion, withhold payment up to one hundred (100%) of the disputed amount. Any dispute shall be bona fide and made in good faith, and ALAMEDA CTC shall provide such detail and support in writing as to assist CONTRACTOR in rectifying such dispute. If only a portion of an amount is in dispute, CONTRACTOR shall issue a new invoice for the undisputed amount and ALAMEDA CTC shall pay such undisputed amount in accordance with this Section 5. Such new invoice shall be sent via email with return receipt requested to ALAMEDA CTC's Deputy Executive Director of Finance and Administration .fifty percent (45%) of the disputed amount. If any amount is wrongfully withheld or not paid to CONTRACTOR on a timely basis, ALAMEDA CTC shall pay to CONTRACTOR one and one-half percent (1.5%) per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of the amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorneys' fees and costs. In the event payment for services rendered has not been made within forty-five (45) calendar days from the receipt of the invoice for any uncontested billing, CONTRACTOR may, thirty (30) calendar days' after written notice of intent to suspend is actually received by ALAMEDA CTC's Deputy Executive Director of Finance and Administration and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONTRACTOR will continue with all authorized services. In the event that CONTRACTOR suspends work on the services pursuant to this subsection, CONTRACTOR will leave the System operational and in revenue service and all equipment and infrastructure will be left in a safe and reasonably clean condition.	Contractor is happy to allow withholding the payment of undisputed but it would be unreasonable to withhold more than the actual billed amount. Contractor shall also be provided the opportunity to suspend work for unpaid amounts not in dispute.	Alameda CTC will consider this during negotiations.
27	Appendix E: Section I.A - General	p. 9 of 52	Art 1, A(5)(f)	We respect the need for a responsive proposal for the circumstance described in this paragraph, but believe 7 calendar days is too short. We request an exception and propose 14 calendar days instead. *Prior to making such deduction, ALAMEDA CTC shall give the CONTRACTOR seven (7)-fourteen (14) – 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)-fourteen (14) calendar days, CONTRACTOR has not offered an alternative proposal acceptable to ALAMEDA CTC, ALAMEDA CTC may immediately thereafter exercise its right to set-off.		Alameda CTC will consider this during negotiations.
28	Appendix E: Section I.E - Idemnification	p. 15 of 52	Art. 1, E(3)	We take exception to delete the first sentence of this paragraph because of potential conflicts with the licensing provisions of the Contract. We should like permitted uses/copies of the Software to be addressed in one section of the contract. "ALAMEDA CTC may make two copies of the Software and the Documentation for backup or archival purposes only, and may not otherwise copy the Software or the Documentation. ALAMEDA CTC will retain all copyright notices and other proprietary markings in the Software and the Documentation..."		Alameda CTC will consider this during negotiations.

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29	Appendix E: Section I.E - Idemnification	15	I.E.3.	Ownership of Software Works. The CONTRACTOR represents and warrants that: (1) it is and will remain the sole owner of all Software Works employed in providing Services pursuant to this AGREEMENT (other than third-party Software and ALAMEDA CTC Owned Inventions) including, but not limited to, programs, associated documentation, Software, analyses, firmware, tools, articles, appliances, structures, materials, devices, applications, methods, ways, processes and the like; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted pursuant to this AGREEMENT for all works employed to provide Services pursuant to this AGREEMENT including preexisting works; and (3) all elements of the Software Works employed to provide Services pursuant to this AGREEMENT, including all preexisting works, do not and will not infringe upon or violate any patents (to CONTRACTOR'S actual knowledge), copyrights, trademarks, service marks, trade secrets, any other intellectual property rights, or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against the CONTRACTOR or, insofar as the CONTRACTOR is aware, against any entity from which the CONTRACTOR has obtained such rights.. All enhancements, customizations and changes to the Software made by CONTRACTOR or its Suppliers to satisfy the requirements of Appendix A (collectively, "Customizations") shall be identified as such in the Requirements Trace Matrix and owned by CONTRACTOR, or its suppliers, unless identified by ALAMEDA CTC in a change order signed by CONTRACTOR and ALAMEDA CTC prior to the commencement of such work by CONTRACTOR.	Contractor is happy to provide ownership rights to ACTC for customized software under "Work Made for Hire" as long as such software is identified as such via an executed agreement between the parties.	Alameda CTC's current language stands as written.
30	Appendix E: Section I.F - Warranties	16	I.F.1	The limited warranties in this Section F are subject to the following terms and conditions: (a) ALAMEDA CTC is current on all, and there are no overdue uncontested amounts relating to any, license or other fees; (b) ALAMEDA CTC provides all necessary provides reasonable cooperation and access to its personnel, records, systems, hardware, equipment and other resources for CONTRACTOR to remedy the defective Contractor provided Equipment, Hardware, or Software; and (b) breach of the limited warranty with respect to Contractor provided Equipment, Hardware, of Software is not due to: (1) accident, or abuse or misapplication; (2) modification or alteration unless it is made or approved by CONTRACTOR or made by a CONTRACTOR approved vendor; (3) use of Contractor provided Equipment, Hardware, or Software in material violation of the Documentation; (4) A Force Majeure Event; (5) ALAMEDA CTC s failure to use the most up-to-date version of any Software provided by Contractor to Alameda CTC for installation by Alameda CTC as part of the System; or (6) ALAMEDA CTC's or its users' negligence or breach of this AGREEMENT adversely affecting the operation of the System.	Contractor is pleased to provide the warranties in this section as long as ACTC is current on it's payments.	Alameda CTC will consider this during negotiations.
31	Appendix E: Section I.F - Warranties	17	I.F.2.(b)(i)	Provide Updates, Upgrades and Enhancements, patches to Maintain the Software provided hereunder in good working order, keeping it free from defects such that the Software System shall perform in accordance with this AGREEMENT, Appendix A, and the warranties set forth herein. The aforementioned does not include Enhancements unless provided for in a Change Order.	Contractor is please to provide updates and patches under this provision.	No, Alameda CTC will not consider this during negotiations.
32	Appendix E: Section I.G - Pervasive Defects	19	I.G.(b)	A resolution plan shall be produced by the CONTRACTOR and submitted to ALAMEDA CTC within seven (7) Calendar Days of notification by ALAMEDA CTC that a Pervasive Defect has occurred. The plan shall include the investigation results, remediation steps performed to-date, and a plan and schedule to complete the Pervasive Defect defect resolution. The status shall be updated and briefed in weekly meetings until complete resolution.	Contractor's edits in this section are in conformance with edits in other sections within this Article.	Alameda CTC will consider this during negotiations.
33	Appendix E: Section I.L - Liquidated Damages	23	I.L.3.	Liquidated Damages for Major Milestone Delay. In the event that CONTRACTOR fails to complete a Major Milestone by the completion date provided in Appendix F A, ALAMEDA CTC's will sustain substantial financial and other damages. Based on the foregoing risk of sustaining substantial financial and other damages increases. To help motivate timely completion of all scheduled project milestones, in the event of any Major Milestone Delay that occurs for more than fourteen (14) Calendar Days from the completion date provided in Appendix F A, the CONTRACTOR shall pay accrue Alameda CTC, as liquidated damages, accrue, as additional potential damages, the amount of \$51,000 for each Calendar Day of Major Milestone Delay, beginning on the fifteenth (15th) day following the Major Milestone completion date provided in Appendix F A until such time as the Major Milestone has been approved and completed. The parties acknowledge that this amount represents ALAMEDA CTC's reasonable estimate of the damages from Go-Live Date Delay, and does not constitute a penalty. In the event the Go-Live Date occurs no later than thirty (30) Calendar Days from the Go-Live Date in the approved task schedule, all potential additional damages accrued will be waived by ALAMEDA CTC. In the event the Go-Live Date is later than thirty (30) Calendar Days from the Go-Live Date in the approved task schedule, all potential additional damages accrued will be paid to ALAMEDA CTC.	While the delay to a major milestone reflects an increased potential of substantial damages and should therefore be avoided or recovered if triggered. If the final go-live date is achieved, there is minimum financial harm that was introduced by a milestone slip. To provide an incentive to make milestone dates, but not an unnecessary penalty if the Appendix A schedule is achieved, please consider the alternative wording below.	No, Alameda CTC will not consider this during negotiations.
34	Appendix E: Section I.L - Liquidated Damages	pp. 23-24 of 52	Art. 1, L	We request renumbering of the subsections (numbers 3, 4, and 5 are repeated).		Alameda CTC will correct the numbering in the negotiated Agreement.

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35	Appendix E: Section I.L - Liquidated Damages	p. 24 of 52	Art. I, L(the 2nd "4")	We request that the contractor receive equitable considerations for the applicability of these LDs in the case of death, serious illness, or unexpected retirement or resignation of Key Personnel - circumstances over which Contractor would have no control. We ask this alternative language be used, which still provides Alameda CTC the discretion whether to apply such LDs, but also provides Contractor some protection that they will only be applied where reasonable. "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, ALAMEDA CTC may, in its sole discretion <i>reasonable discretion considering the circumstances of the unavailability or vacancy</i> , 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) Calendar Days, at ALAMEDA CTC's <i>reasonable discretion considering the circumstances of the unavailability or vacancy</i> , liquidated damages in the amount of \$1,000 per day shall be assessed, not to exceed \$15,000, per position, per occurrence.		No, Alameda CTC will not consider this during negotiations.
36	Appendix E: Section I.L - Liquidated Damages	24	I.L.5	Collection and Effect of Liquidated Damages. ALAMEDA CTC's right to collect liquidated damages provided in this Section L are cumulative and not exclusive as, and are in addition to CONTRACTOR's failure to perform its obligations under any and all other rights and remedies provided by law or other sections of this Section L AGREEMENT, including Alameda CTC's right to collect damages associated with ALAMEDA CTC's termination of this AGREEMENT for cause due to CONTRACTOR'S material breach of this AGREEMENT. Furthermore, ALAMEDA CTC's right to collect specific categories of liquidated damages are cumulative and not exclusive and as such, ALAMEDA CTC may not collect multiple categories of liquidated damages provided in this Section L to the extent that multiple categories are applicable to a particular incident of delay or incident of failure on the part of the Contractor. ALAMEDA CTC shall have the right to assess liquidated damages against the CONTRACTOR by offsetting the amount of such liquidated damages against amounts owed to CONTRACTOR for Work satisfactorily performed and shall also have the right to assess such liquidated damages against CONTRACTOR in the form of an independent payment obligation. The foregoing constitutes CONTRACTOR's entire liability and Alameda CTC's sole and exclusive remedy for CONTRACTOR's failure to perform its obligations under this Section L. Nothing in this Section shall be deemed to limit ALAMEDA CTC's remedies for damages stemming from CONTRACTOR's conduct unrelated to its failure to perform its obligations under this Section L, including CONTRACTOR's liability for damages 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 E above. The assessment of liquidated damages by ALAMEDA CTC against the CONTRACTOR does not supersede the right of ALAMEDA CTC to impose other remedies including, but not limited to, retention or withholding of payments otherwise due to the CONTRACTOR until the CONTRACTOR remedies the situation which has led to the imposition of liquidated damages. At its option, ALAMEDA CTC may deduct any such liquidated damages owed by the CONTRACTOR from amounts otherwise payable to the CONTRACTOR, or may bill the CONTRACTOR as a separate item.	(Paragraph numbering is off. Should actually be I.L.9.) Remedies in addition to Liquidated Damages would be duplicative and unreasonable. Contractor is pleased to provide Liquidated Damages as a sole remedy for not complying with the performance measures agreed to in the Agreement.	No, Alameda CTC does not accept this change.
37	Appendix E: Section I.N - Actual Damages and Risk of Revenue and Data Loss	25	I.N.1.	The CONTRACTOR shall reimburse ALAMEDA CTC for lost revenues, which ALAMEDA CTC or CONTRACTOR identifies as having been lost due to the fault of the CONTRACTOR. Lost revenue includes, but is not limited to such events as lost transactions; lost images; lost data; revenue lost due to data security breach; and transactions that are not able to be collected upon due to delays in transaction processing, and lost revenue resulting from ALAMEDA CTC's termination for cause due to CONTRACTOR'S material breach of this AGREEMENT.	Contractor is pleased to provide payment of lost revenue, but it is too vague to assess ACTC's lost revenue for termination for cause.	No, Alameda CTC does not accept this change.
38	Appendix E: Section I.M - Adjustments in Monthly Fee for Non-Performance O&M	p. 25 of 52	Art. I, M(1)	We take exception to request a cap on the Adjustments to the Monthly Fee for Non-Performance of O&M. The suggested cap, 25% of the monthly fee, still provides extreme financial disincentive to Contractor to avoid the Adjustments while still providing Alameda CTC with recompense, especially given the cumulative nature of remedies. We propose this additional language be added to the end of paragraph 1: "Notwithstanding anything in this Agreement to the contrary, the amount of Adjustments to any month's O&M fee shall not exceed twenty-five (25) percent of the monthly O&M fee. Adjustment amounts in excess of twenty-five percent shall not carry over from one month to the next."		Alameda CTC will consider this concept during negotiations. Please see Addendum #4.
39	Appendix E: Section I.N - Actual Damages and Risk of Revenue and Data Loss	p. 25 of 52	Art. I, N	We take exception to this Section to add clarifying language that the amount of Lost Toll Revenue recaptured by Alameda CTC will be reduced by any Adjustments Alameda CTC assessed against Contractor arising out of the same loss event. This edit is equitable as it ensures Alameda CTC is fully compensated for any lost toll revenue but does not provide a windfall. Proposed additional language to be added to the end of Section N(1): "Alameda CTC will reduce the amount of lost revenue to be collected by any O&M Performance Requirement Adjustments that may be assessed per Appendix A for the same loss event."		No, Alameda CTC does not accept this change.
40	Appendix E: Section I.P - Alameda CTC-Owned Equipment, Inventions and Software	p. 26 of 52	Art. I, P(3)	We agree that Alameda CTC will own all rights to the "Alameda CTC Owned Inventions." We request an exception to grant Contractor a license for such inventions in other, future work Contractor may perform for other clients. We propose the following language to be added to the end of Section P(3): "ALEMADA CTC grants CONTRACTOR a nonexclusive, perpetual, irrevocable, worldwide, transferrable, fully paid, royalty-free license: (a) to reproduce, modify, distribute, publicly perform, publicly display, and use the Alameda CTC Owned Inventions, in each case without any restrictions; and (b) to sublicense any or all such rights to third parties."		Alameda CTC will consider this concept during negotiations.

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41	Appendix E: Section I.P - Alameda CTC-Owned Equipment, Inventions and Software	26	I.P.1.	ALAMEDA CTC shall, in addition to its rights, titles and interests pursuant to this Article I, Section P and its license rights to Software pursuant to Article I, Section Q, have good and valid title to and unrestricted ownership of, and shall enjoy all rights of title and ownership, whether inherent, implied or other, that are appurtenant to: (a) any articles or items of Equipment, Documentation, materials or other tangible matter purchased by or provided to ALAMEDA CTC pursuant to this AGREEMENT and in the case of Software shall have such ownership rights in Software that is specifically developed for ALAMEDA CTC's ownership pursuant to a separate agreement entered into between CONTRACTOR and ALAMEDA CTC; and (b) all Enhancements, customizations and changes to the Software made by CONTRACTOR or its Suppliers to satisfy the requirements of Appendix A (collectively, "Customizations"), which shall be identified as such in the Requirements Trace Matrix.	Contractor is happy to provide rights, title and interests pursuant to Article I, Section P, however, 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.
42	Appendix E: Section I.Q - License	26	I.Q.2.	ALAMEDA CTC will not, directly or through any third party: (a) sell, lease, license, sublicense, or otherwise make available the Software or the Documentation to any third party; (b) decompile, disassemble, attempt to access source code of, or reverse engineer any part of the Software; (c) write or develop any software based upon the Software, the Documentation, or any Confidential Information; (d) use the Software on behalf of any third party, including on a "time sharing" or "service bureau" basis; (e) export or re-export the Software without obtaining the prior written consent of CONTRACTOR and the appropriate United States and foreign government licenses; or (f) otherwise use or share the Software or Documentation in violation of any applicable laws. All rights and licenses granted to ALAMEDA CTC under this AGREEMENT shall be exercisable at any time by ALAMEDA CTC:	Contractor is pleased to provide a license to use the software so long as reasonable and commercial limitations should apply.	Alameda CTC will consider this during negotiations.
43	Appendix E: Section I.Q - License	p. 28 of 52	Art. I, Q(4)	We take exception to some of the permitted uses under the Post Term License. We believe these edits are necessary to protect our intellectual property in the Software, and that such edits to the license will not negatively impact Alameda CTC's ability to use or operate the Software as necessary in a post-Term period. Our proposed deletions and <i>new language</i> : "Provided that all fees due and payable during the Post-Term License Term per Appendix C Post Term License Rates have been fully paid (except any fees that are subject to dispute pursuant to Article I, Section A.5.b), CONTRACTOR hereby provides to ALAMEDA CTC for the purposes set forth in the Contract Documents (<i>excepting any optional Work or Services not completed by Contractor at the time of Contract termination</i>) an irrevocable, non-exclusive, royalty free, non-transferrable (except as provided below), right and license to use, reproduce (for back-up purposes) (a) the Software in object code only, including Enhancements, Upgrades and Updates, except for COTS software and firmware that will be subject to their respective license agreements, and (b) all CONTRACTOR Intellectual Property necessary for the purposes set forth in the Contract Documents (<i>excepting any optional Work or Services not completed by Contractor at the time of Contract termination</i>). ALAMEDA CTC shall have no right to disassemble, reverse engineer or decompile the Software, except as set forth below . This Post-Term License includes the right to make and have made copies of any and all Software (for back-up purposes), firmware and documentation and to use any and all such copies and reproductions, modifications, adaptations, improvements or derivative works for the purposes set forth in the Contract Documents. Source Code and Source Code Documentation shall be licensed to ALAMEDA CTC pursuant to the terms in Article 1, Section Q of this Agreement but only upon the occurrence of the events set forth in Article I, Section R.6. Other than by CONTRACTOR, or in the event of a Source Code release event, there shall be no right to modify or adapt the Source Code except to maintain, enhance and operate the System on behalf of ALAMEDA CTC."		No, Alameda CTC does not accept this change.
44	Appendix E: Section I.R - Escrow of Licensed Software	p. 30 of 52	Art. I, R(5)	Request this edit, pending the acceptance of our edit to Escrow Release Events, below, and to clarify that the Escrow Agent shall provide the third-party validation: "Upon an Escrow deposit triggering event identified in Article I, Section R, Paragraph 6 (a) through (d)(c), the CONTRACTOR shall deposit...ALAMEDA CTC may also choose, at its own cost, to have the Escrow Agent <i>- a third-party-verification service-</i> perform the escrow validation and technical verification to confirm that the deposited materials can be built into the latest production version of the Software."		No, Alameda CTC does not accept this change.
45	Appendix E: Section I.R - Escrow of Licensed Software	p. 31 of 52	Art. I, R(6)	We take exception to the fourth proposed release event. Events A through C provide Alameda CTC sufficient protections to receive our source code, and the above license terms provide Alameda CTC with sufficient access, via license, to the Software, so as to not need to access the escrowed code. Accordingly, we request the Escrow Release Event (d) be deleted in its entirety. "(d) CONTRACTOR breaches any material provision of the AGREEMENT and fails to cure the breach pursuant to the provisions of Article I, Section C, Paragraph 1(b)."		No, Alameda CTC does not accept this change.
46	Appendix E: Section I.S - Protection of Confidential Information	p. 32 of 52	Art. I, S(3)	We request minor edits to the documentation destruction sections, to better protect all parties' confidential information. Deleted text: "Destruction or Return. Either Party may shall destroy or return all of the other Party's Confidential Information within its possession when no longer needed or within five (5) years of the expiration or termination of this AGREEMENT, whichever is earlier , and certify the completeness of such destruction or return to the other party in writing . To the extent that a Party does not destroy or return the Confidential Information of the other Party in accordance with the foregoing, then that Party must continue to protect the confidentiality of such Confidential Information in accordance with subsection 4 below ."		Alameda CTC will consider this during negotiations.
47	Appendix E: Section I.S - Protection of Confidential Information	p. 33 of 52	Art. I, S(7)	Request a minor edit to the equitable relief portion of this paragraph, that the aggrieved party is entitled to "seek" an injunction, not to automatically receive one. "In the event of a breach or threatened breach by a party of any of the provisions of the AGREEMENT, the non-breaching party shall be entitled to seek injunctive relief in any court of competent jurisdiction ..."		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
48	Appendix E: Section II.A - Submittals, Approvals and Schedule of Work	p. 34 of 52	Art. II, (A)(1)(f)	We take exception to this Paragraph to clarify that Contractor shall be entitled to an extension of time for all delays that are entirely out of Contractor's control. We request the deletion of one sentence to do this. However, it remains Contractor's burden to provide the proper notice to obtain that relief. Additionally, we correct a typo, changing (e) to (f): "ALAMEDA CTC will Approve Time Extensions for delays in schedule due to delays in Approvals and permits completely beyond the control of the CONTRACTOR, Force Majeure Events (as defined by Section 2(a) below), and causes or acts which have been documented and acknowledged in writing by Alameda CTC as having impeded the CONTRACTOR's Project progress. Such qualifying Time Extensions shall be approved in the sole discretion of Alameda CTC. In order to be eligible for Time Extension provided in this Section (e)(f), CONTRACTOR shall notify Alameda CTC in writing within ten (10) days from the time that CONTRACTOR knew or should have known about delays in Approvals and permits completely beyond the control of the CONTRACTOR, Force Majeure, event or cause or act by Alameda CTC justifying a Time Extension pursuant to this Section and shall reflect such schedule impacts in the immediate Project schedule that follows such event."		No, Alameda CTC does not accept this change.
49	Appendix E: Section II.A - Submittals, Approvals and Schedule of Work	p. 34 of 52	Art. II, (A)(1)(h)	We request an exception to this paragraph to clarify that if a Time Extension necessitates a price adjustment, Contractor shall be entitled to that price adjustment, but that Contactor and Alameda CTC shall work to agree on the amount of the adjustment. Our proposed, edited text: "To the extent that ALAMEDA CTC determines that a Time Extension approved pursuant to this Paragraph necessitates a price adjustment, the CONTRACTOR shall be fully compensated for completion of additional and/or altered Work. as agreed upon by ALAMEDA CTC and the CONTRACTOR shall confer and agree on the amount of the price adjustment in the Change Order in the Implementation Phase or in the Task Order in the O&M Phase."		No, Alameda CTC does not accept this change.
50	Appendix E: Section I.T - Order of Precedence	36	I.T.	1. Change Orders and amendments to this AGREEMENT; 2. EXECUTED AGREEMENT, excluding items 3, 4, 5, and 6 below; 3. Appendix A (Conformed) Statement of Work and Requirements; 4. ADDENDUM; 5. CONTRACTOR'S Final Technical Proposal RFP ; and 6. RFP CONTRACTOR'S Final Technical Proposal .	Contractor requests that the Contractor's Final Technical Response be above the RFP in the order of precedence as logically it is a response to the RFP.	No, Alameda CTC does not accept this change.
51	Appendix E: Section II.G - Change Order and Task Order Process	39	II.G.4. (Additional Subclause).	Notwithstanding this Article II, Section G, ALAMEDA CTC may not unilaterally accelerate any or all of the performance of the Work, change the schedule or increase a Scope of Work, or increase Liquidated Damages unless pursuant to a mutually agreed written agreement. Any unilateral change shall be on a Time and Material ("T&M") basis at CONTRACTOR's contracted T&M rates.	Contractor requests this language be included to avoid unintended delays in schedule, increase in scope or LD's unless incorporated into a mutual agreement.	Alameda CTC will consider this during negotiations.
52	Appendix E: Section II.H - Contractor Protests	40	II.H.6.	Change Order Records. ALAMEDA CTC has the right to examine all books, records, documents and other data of CONTRACTOR related to the negotiation of or performance of Work under such Change Orders, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by ALAMEDA CTC to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein. Notwithstanding the foregoing, such examination shall not include CONTRACTOR's overhead rates, costing rates, profits or any other internal costs. CONTRACTOR shall make all such records available for inspection and copying immediately upon request at CONTRACTOR's location during CONTRACTOR's normal business hours with twenty (20) days advance written notice.	Contractor is pleased to accommodate audits provided they are during normal business hours, with advance notice and do not include exposing internal costs.	Alameda CTC will consider this during negotiations.
53	Appendix E: Section III.A - General	42	III.A.1.	No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and CONTRACTOR and has no third-party beneficiaries except the SUNOL JPA, as owner of the I-680 Express Lanes as specified herein. Sunol JPA is authorized pursuant to California Streets and Highway Code §149.5 to conduct, administer, and operate a value pricing high-occupancy vehicle program on I-680. Pursuant to the joint powers agreement establishing the Sunol JPA, ALAMEDA CTC acts as the managing agency for the Sunol JPA and is charged with executing and administering all agreements on behalf of the Sunol JPA for operation and administration of the I-680 Express Lane.	Contractor requests the added language in order for ACTC to administer the Agreement on behalf of SUNOL JPA.	Alameda CTC will consider this during negotiations.
54	Appendix E: Section III.A - General	p. 42 of 52	Art. III, (A)(5)	We request exception to the non-waiver paragraph, to make it mutual. We believe this is an equitable adjustment. "Failure of ALAMEDA CTC a party to insist upon strict performance of any terms or conditions of this AGREEMENT, or failure or delay in exercising any rights or remedies provided herein or by law, or failure to properly notify CONTRACTOR the other party in the event of breach, or the acceptance of or payment for any services provided under this AGREEMENT shall not release CONTRACTOR, the accepting or paying party from the terms, conditions, representations or obligations of this AGREEMENT, and shall not be deemed a waiver of any right of ALAMEDA CTC to insist upon strict performance or upon any of its rights or remedies as to any prior or subsequent default."		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
55	Appendix E: Section III.A - General	p. 44 of 52	Art. III, (A)(11)	We take exception to remove the clause that Contractor must continue to perform in event of a referred dispute. Without this change, Contractor hypothetically would be responsible for installing, then operating and maintaining the System for the entire Term without being paid by Alameda CTC. However, it is <i>not</i> our proposed intent or request to be able to terminate or stop work in the event of a non-material breach (including disputes such as partial payments). We attempt to make that distinction with the following edit: "If ALAMEDA CTC declines CONTRACTOR's request to initiate mediation or arbitration, either party may pursue litigation to resolve the claim, counterclaim or other form of dispute. <i>Except for disputes of material breaches (e.g. chronic non-payment of invoices, individual invoices over \$100,000 more than 90 days past due)</i> , Neither the pendency of a dispute, nor its referral to arbitration or litigation will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT."		No, Alameda CTC does not accept this change.
56	Appendix E: Section III.A - General	44	III.A.11.	Disputes and Arbitration. If a dispute arises out of or relates to this AGREEMENT, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty days of the mediation or, in the absence of such selection, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this AGREEMENT. The mediation and arbitration, including arguments and briefs, shall be in the English language in Alameda County, California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages. The arbitrator shall apply the substantive law All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the state breach there of that are not disposed of California without giving effect to any principles of conflict of laws under the laws of the State of California. Any monetary award by the arbitrator shall be in United States Dollars only. Judgment upon the award rendered in the arbitration agreement may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses and an equal share of the expenses of the mediator and arbitrator and the fees of the AAA. The parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the decided by mediation and arbitration in confidence to the extent permitted by law. Nothing in this section shall be construed/or final, binding arbitration in accordance with the requirements of this Section 11 and the applicable rules and procedures of the American Arbitration Associations in effect at the date of execution of this AGREEMENT. ALAMEDA CTC Either party may elect to initiate an action for mediation or arbitration upon written notice to the other party CONTRACTOR. If the initiating party ALAMEDA CTC elects to not initiate mediation or arbitration, then the initiating party ALAMEDA CTC may pursue litigation to resolve the claim, counterclaim or other form of dispute.	Contractor is happy to comply with industry arbitration standards as provided in Contractor's edits.	No, Alameda CTC does not accept this change.
57	Appendix E: Section III.A - General	44	III.A.11. (Continued)	Prior to CONTRACTOR initiating an action for mediation or arbitration, CONTRACTOR must submit a request for such mediation or arbitration to ALAMEDA CTC; ALAMEDA CTC's consent to such procedure shall be a necessary precondition to CONTRACTOR's ability to initiate mediation or arbitration. If ALAMEDA CTC declines CONTRACTOR's request to initiate mediation or arbitration, either party may pursue litigation to resolve the claim, counterclaim or other form of dispute. Neither the pendency of a dispute, nor its referral to arbitration or litigation will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT. For pre-hearing matters, the parties shall have the rights of discovery as otherwise established in the California Code of Civil Procedure for litigation matters, subject to reasonable limits and/or protective orders as the Arbitrator shall deem just and proper to avoid unnecessary expense and/or unreasonable expense (including but not limited to, reasonable limits on electronic discovery), and the Arbitrator shall administer all pre-arbitration proceedings consistent with time frames and procedures that would apply under the California Trial Court Delay Reduction Act. If the parties cannot agree upon a suitable arbitrator, then either party may apply to the Superior Court for the County of Alameda, to appoint an arbitrator, who shall give a preference in such appointment to arbitrators with prior experience with the subject matter of this AGREEMENT and with experience in the geographic area of the Project. Similarly, the foregoing court, and not the Arbitrator, shall be the exclusive forum for determining whether any particular dispute is subject to arbitration as provided in this paragraph.	Contractor is pleased to agree to a mutual arbitration provisions under the rules and auspices of the American Arbitration Association.	No, Alameda CTC does not accept this change.
58	Appendix E: Section III.A - General	47 of 52	Art III, A(18)	Does the sentence "Any subcontract entered into as a result of this AGREEMENT shall contain the above provisions" refer only to Art. III(A)(18) or to Art. III(A)(16) through (18)?		No, it refers to all provisions of the Agreement that state they are applicable to subconsultants.

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59	Appendix G-2: I-680 Network Communications Diagram	1 of 1	N/A	Communication Network diagram	In the diagram, there are 2 segments: - 680 Sunol South Fiber Optic Network to the left - 680 Sunol North Fiber Optic Network to the right 1. Are these 2 Fiber Optic Networks connected? 2. Will the "Paloma Hub" be serving both Fiber Optic Networks, suggesting connections to both Site 32A and Site 32 as in the diagram?	The 680 Sunol South Network and 680 Sunol North Network shown in Appendix G-2 are served by two separate communications hubs. The Paloma Hub serves the South Network and has a leased communications circuit provided by AT&T. The Koopman Hub serves the North Network and has a leased communications circuit provided by Comcast. While the two networks are considered to be separate, there is a fiber connection between the Paloma Hub and Site 32.
60	Appendix G-2: I-680 Network Communications Diagram	1 of 1	N/A	Communication Network diagram	Can Alameda CTC confirm the number of fiber optic strands on the I-680 corridor that will be available for the Contractor to implement the network communications architecture as in the Contractor's design?	The entire trunk line is available for use by the Contractor; however, Alameda CTC wants to be as efficient as possible in the use of fiber trunk line fiber strands.
61	Appendix G-5: I-680 Gap Closure Plan Set	All		Plans dated 07-13-21	Are more recent plans available? Comments were made subsequent to this plan set and apparently were addressed as recently as December 2021 with subsequent corrections/update. Proposer suggests additional time be given for proposers to review updated plan set once provided.	The most up-to-date complete plan sets for Appendices G-3, G-4 and G-5 have been as separate files on the Alameda CTC web site under Addendum #3. The plan sheets and site plans provided as part of these appendices are not in final form. These documents are being provided for reference purposes only. Alameda CTC makes no representation and provides no guarantees as to the accuracy or completeness of these plan sheets and site plans. Any assumptions that Proposers choose to make in reliance on these documents are done at Proposers own risk and within Proposers sole discretion.
62	Front End: Section II.1.B - Statement of Work	16 of 6174	2. Period of Performance	O&M Phase, commencing upon System Acceptance, including an estimated eight (8) years of turnkey maintenance.	What is the difference between System Acceptance and Go-Live?	Please see the associated terms and definitions in Appendix B (Glossary).
63	Front End: Section I.1.F - Conflict of Interest	5 of 33	SECTION I, Subsection 1. GENERAL CONDITIONS, sub-subsection F	Proposers are advised that no Proposer or proposed Subcontractor for this Electronic Toll System (ETS) Project can also be on any Alameda CTC System Manager team (either current System Manager contract or System Manager for upcoming procurements/contracts, unless the contract term for such current contract ends prior to August 30, 2022) and no System Manager prime contractor or subcontractor can be on any Proposer team unless the contract term for such relevant current System Manager contract ends prior to August 30, 2022.	Please provide a list of organizations on the Alameda CTC System Manager Team.	The Alameda CTC System Manager Team includes HNTB, TransSight, and Acumen.
64	A13 - Trip Creation	28 of 33	2. PROPOSAL CONTENT AND FORMAT	*Appendix D forms that are available in Microsoft Word or Excel are "paper-clipped" to the PDF of the RFP for use by Proposers. "Paper-clipped" means the document is embedded in the PDF and can be opened and saved for completion by the Proposer.*	Will the Authority please post any available MS Word and Excel files on the procurement site. No files appear to be paperclipped to the RFP document.	Forms D-6, D-9 and D-10 are posted in their native MS Office formats. Forms D-1, D-2, D-3, D-4, D-7 and D-15 will be posted to Alameda CTC's web site.
65	Accuracy	16 of 6174	B	Implementation Phase, commencing upon Notice to Proceed (NTP), including Design through System Acceptance, expected to take no more than 24 months to complete.	For uniformity in development of the Proposal Schedule, please provide an anticipated NTP date for the Implementation Phase.	The anticipated NTP date for the Implementation Phase is November 4, 2022.
66	Front End: Section II.2.E - Proposal Content	28 of 33	2. PROPOSAL CONTENT AND FORMAT, subsection E. Proposal Content, sub-subsection Proposal Section 6	Proposers must provide completed forms in their Proposal as instructed in Table 4 and in the associated appendix. Please collate by form type rather than by firm; e.g., an appendix for Non-Lobbying Certification forms from all firms in alphabetical order by firm name. Appendix D forms that are available in Microsoft Word or Excel are "paper-clipped" to the PDF of the RFP for use by Proposers. "Paper-clipped" means the document is embedded in the PDF and can be opened and saved for completion by the Proposer.	There are no files paper-clipped to the RFP document released so far, that we could see. Please advise.	Forms D-6, D-9 and D-10 are posted in their native MS Office formats. Forms D-1, D-2, D-3, D-4, D-7 and D-15 will be posted to Alameda CTC's website.
67	Appendix A: General Scope of Work				Please confirm provision and installation of poles, cantilever or other structures are not part of the Contractor' scope.	That is correct; procurement and installation of civil structures is not part of the scope of work.
68	Appendix A: General Scope of Work				Please confirm that installation of VTMS is out of the Contractor scope. Please confirm Alameda CTC's civil contractor will install all VTMS of the Project	Correct, Alameda CTC's civil contractor will install the VTMS Hardware that is provided by the Contractor.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
69	Appendix A: Section 2.1.4: Req 34 - Deliverable Management	21	2.1.4	The CONTRACTOR shall utilize a CONTRACTOR-provided Electronic Document Management System (EDMS) to control all Project-related documents and drawings.	Does Alameda CTC have a preferred EDMS that they would like the Contractor to use?	Alameda CTC does not have a preferred EDMS for Contractor to use.
70	Appendix A: Section 2.1.7: Req 53 - Design	23	2.1.7	The CONTRACTOR shall manage, facilitate, and conduct the following workshops with ALAMEDA CTC to outline how the system Requirements shall be met:	Do the 5 workshops need to be held in person or can they be done on-line?	These workshops can be done virtually.
71	Appendix A: Section 2.1.10: Req 67 - Field Inspection	24	2.1.10	When conducting field inspections, the CONTRACTOR shall cooperate with ALAMEDA CTC or ALAMEDA CTC Designated Representatives which may participate in the field inspections at one or all of the sites.	Does Caltrans staff need to also be involved in Contractor field inspections? If yes, will Alameda CTC staff be coordinating that effort?	Caltrans has the right to conduct inspections for work on their right-of-way. Alameda CTC can coordinate Caltrans inspections.
72	Appendix A: Section 2.1.10.1: Req 69 - South Phase Field Inspection	25	2.1.10.1	an inspection and inventory of the gantry mounted sensors and other equipment that may be present on each gantry	Could you please provide the design of the existing gantry structures and confirm whether they are walkable?	Please refer to the plan sets in Appendices G-3, G-4 and G-5.
73	Appendix A: Section 2.1.11.1: Req 91 - Decommissioning of Existing Hardware	27	2.1.11.1	Prior to decommissioning existing Hardware, the CONTRACTOR shall perform an inspection to identify which items will be removed and which will remain. The CONTRACTOR shall maintain an inventory of removed Hardware and coordinate the disposition and handling of removed Hardware with ALAMEDA CTC.	Will Alameda CTC provide a location for the Contractor to store decommissioned equipment prior to its' removal from the area?	Please assume Alameda CTC will not provide a storage location.
74	Appendix A: Section 2.2.1: Req 125 - Deliverable Sequence and Phase Scope	30	2.2.1	The following Deliverables shall be submitted by the CONTRACTOR during South Phase Part 1, and shall be developed so that they cover the identified phases and parts:	Do the Alameda CTC document review times stated in requirement #28 apply to all the 20 or so deliverables listed here?	The review times listed in Requirement 028 apply.
75	Appendix A: Section 2.2.2.12: Req 152 - Detailed Design Document	38	2.2.2.12	Network and Security o network sizing and Design details including internet protocol (IP) schema; o detailed component level network drawings showing all wide area network (WAN), local area network (LAN), and virtual local area network (VLAN) connections, including connections between the Roadside System, the Host System, the BATA RCSC, the ALAMEDA CTC Operations Center, and ALAMEDA CTC designated users that will be accessing the ETS (locally and remotely); o access/identity security methodology	Since communications are to be provided by Alameda CTC's leased lines, and others will place FO patch panels inside Contractor's Cabinets, please clarify Contractor' scope for WAN communications. Is the contractor expected to provide all active communications devices for the Project? or just Switches at each site to include communications into the WAN?	The Contractor is expected to provide Edge switches and fiber patch cables at all sites. For locations with leased communications circuits, the Contractor is expected to provide network devices that will connect to the communication provider's router.
76	Appendix A: Section 3.1.1: Req 234 - General Hardware/Software Requirements	59	3.1.1	All Hardware and Software shall be fully supported for the term of the AGREEMENT, including patches and Upgrades to maintain, correct and improve Operations in addition to full compliance with the data and system security Requirements of the AGREEMENT.	This requirement states that all hardware and software shall be fully supported for the term of the Agreement. We assume this precludes the reused equipment, is that correct?	The Contractor will need to support all of the Hardware and Software for the term of the Agreement whether it is new or reused.
77	Appendix A: Section 3.1.3.2: Req 253 - South Segment Cabinets	62	3.1.3	The CONTRACTOR shall reuse the existing Roadside cabinets installed on the South Segment at each Toll Site, VTMS Site, TDS Site, CCTV Site, and Read-Only Site, as identified in Table 2 – Cabinet Types by Location.	Please provide the cabinet specifications for those cabinets that need to be reused by the Contractor.	Lane equipment specifications for equipment (including cabinets) to be reused will be provided in Addendum #4.
78	Appendix A: Section 3.2.1: Req 282 - Host System General Requirements	64	3.2.1	The CONTRACTOR shall provide a Host System which integrates with the Roadside System and all other elements of the ETS. The Host System shall be the main source of ALAMEDA CTC interaction with the ETS and shall perform the final Transaction and Trip processing functions before sending Trips to the BATA RCSC.	Will Alameda CTC provide office space to the Contractor to locate the Host System equipment?	No, Alameda CTC will not provide office space for Contractor to locate the Host System equipment.
79	Appendix A: Section 3.2.1: Req 309 - Host System General Requirements	64	3.2.1	309 The Host System shall provide the capability to enter or obtain employee information defined in the Implementation Phase such as employee ID, role, and access privileges from Microsoft Active Directory and, if required, to transmit the UIL to the zone controllers.	Please clarify how and why Host System shall import user data from Alameda CTC's internal Microsoft Active Directory?	The purpose of this requirement is to establish a means for a Single Sign On (SSO) capability .
80	Appendix A: Section 3.2.3: Req 320 - Data Storage, Backup and Retention	67	3.2.3	320 - last two versions of the third-party Software Updates shall be retained and be accessible to Authorized Users and then purged;	When are last two versions of the third party patches purged? For example, when the new software passes a regression test? Why are the last 2 versions of applied patches to third party softwares kept?	The Contractor can finalize the exact purging routine as part of the Design, so long as the proposed technical and operational approach always retains at least the last two versions. Two versions are kept to support patch rollback and disaster recovery scenarios.
81	Appendix A: Section 3.2.4.2: Req 333 - BATA RCSC Interfaces	69	3.2.4.2	The Host System shall interface with BATA RCSC to perform the following in accordance with the BATA RCSC ICD	Please confirm BATA RCSC ICD current version. Please provide the BATA RCSC ICD.	Appendix G-1 includes the most recent BATA RCSC ICD Version 1.10 dated November 10, 2021.
82	Appendix A: Section 3.2.5: Req 341 - GUI Requirements	69	3.2.5	341 - The Host System GUI shall be a browser-based application compatible with the ALAMEDA CTC Approved current version, or immediate prior ALAMEDA CTC Approved version, of any of the following web browsers: Microsoft Internet Explorer (for CHP Portal only); • Microsoft Edge; • Mozilla Firefox; • Google Chrome; and • smartphone/tablet/mobile browsers.	Please provide the current CTC approved versions for each version. Also how frequently the new versions are approved and the requirements to approve it. Can you specify for the smartphone/tablet/mobile browsers providers and versions currently approved?	The Contractor can propose versions of each browser for Alameda CTC to approve during design.

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83	Appendix A: Section 3.3.4: Req 428 - Automatic Vehicle Identification	72	3.3.4	The CONTRACTOR shall provide and integrate into the Roadside System, an AVI system comprised of multi-protocol readers, antennas, and ancillary Hardware that is compliant with all applicable FCC regulation, the Title 21 legacy protocol, and the ISO 18000-6C protocol. The AVI system shall be capable of reading other protocols used for tolling in the United States.	Please clarify the statement that "The AVI system shall be capable of reading other protocols used for tolling in the United States."	The intent of this requirement is to include capabilities for protocols that may potentially be used for national interoperability.
84	Appendix A: Section 3.3.7.3: Req 487 - North Segment VTMS Requirements	84	3.3.7.3	The CONTRACTOR shall procure all VTMSs for the North Segment which meet the specifications identified in Appendix H-4 and Figure 2 – Example VTMS Dimensions, and deliver them to Alameda CTC's civil contractor no later than five (5) Days prior to the civil contractor's identified date in the civil installation schedule	Please, provide: - Appendix H-4, - Civil Installation Schedule	The requirement refers to the incorrect appendix. Please see Appendix G-4 and G-5 for the specification. This will be corrected in the final scope of work and conformance matrix at the time of contracting. The civil installation schedule is not developed; however work durations are estimated in the specifications (Appendix G-5).
85	Appendix A: Section 3.3.10: Req 513 - Traffic Detection System	86	3.3.10	The CONTRACTOR shall procure, install, integrate, and test new TDS sensors for measuring travel time, traffic volumes, traffic density, traffic speed, and other data elements on the Express Lanes and general purpose lanes for Dynamic Pricing, reporting, traffic management, and traffic planning purposes	Please, provide details on the preferred TDS Sensors	Alameda CTC does not have a preferred sensor. Proposers may present a solution that best meets the requirements and the intended use of the generated traffic data.
86	Appendix A: Section 3.3.11: Req 523 - Enforcement Beacons	86	3.3.11	The CONTRACTOR shall integrate existing and CONTRACTOR-provided Enforcement Beacons within the Roadside System. Enforcement Beacons shall illuminate in response to physical occupancy settings on Transponders detected within a Toll Site	Please, provide further details on the communications protocols supported by the existing Enforcement Beacons	The Enforcement Beacons included in Appendix G-8 generate messages that are independently controlled with electrical amp ranges. The Enforcement Beacons can be connected to a SCADA I/O device that supports discrete, analog and serial communications protocols.
87	Appendix A: Section 3.5.6.1: Req 661 - Transaction Matching	98	3.5.6.1	The System shall use Configurable logic to avoid incorrectly performing one of the following actions.	In the second bullet, please explain what the meaning is of "creating nested Trips".	"Nested Trips" in this context refers to the creation of incorrect Trips which are subsets of a larger, correct Trip. Consider a scenario where a vehicle drives through four Toll Sites. If there is a delay in receiving Transactions from the middle two Toll Sites which results in two Trips being created, one for Toll Sites 1-4 and one for Toll Sites 2-3, this would be a duplicate charge for the same physical Trip. The ETS needs to have processing logic which would protect against this scenario.
88	Appendix A: Section 3.5.6.3: Req 669 - Fare Assignment	99	3.5.6.3	Fares shall be assigned using United States Dollars (USD) as the currency type.	Fares being assigned in US dollars is understood, but does Alameda CTC want to round toll fares to the nearest quarter, dime or nickel?	See section 7.3, BR-0059.
89	Appendix A: Section 3.5.6.4: Req 670 - Discounts and Fees	99	3.5.6.4	The System shall provide Authorized Users with the ability to create, modify, and remove fare discounts based on the following scenarios:	Does the Alameda CTC offer non-revenue AVI trips to selected express lane users?	Motorists with non-revenue transponders are allowed to use express lanes. The ETS is expected to classify trips with non-revenue transponders such that they do not get charged a toll and do not get sent to the RCSC.
90	Appendix A: Section 3.5.8.4: Req 711 - Image Review	Page 101 of 140	Appendix A, 3.5.8 Image Review, 3.5.8.4	The Host System shall provide the capability for an automated random selection of images/Trips for audit and a manual selection of images using a GUI for audit based on specified selection criteria including by date time and Transaction type. The images/Trips selected for audit and all available license plate results and images shall be presented to the Authorized User for manual Image Review (for example, all OCR/ALPR results and manual review results) through a GUI.	Please confirm that the Commission intends to perform image review audit directly, using Commission's personnel and will consequently bear the cost of such audit.	Correct.
91	Appendix A: Section 3.5.10: Req 738 - CHP Portal	105	3.5.10	The CONTRACTOR shall provide a CHP Portal that provides CHP and Authorized Users the capability to query the ETS by Transponder or license plate and display the Transaction history for the last Configurable amount of time, initially set at thirty (30) minutes:	Please provide any CHP vehicle specifications that might affect the CHP portal design? For example, does Alameda CTC envision that the CHP portal is a hand-held device, or does it need to be mounted in the CHP's vehicle? Please advise.	Please see Requirement #301. The CHP web portal is not a physical device. It is a browser-based application used by authorized CHP officers to access limited transaction history for a motorist.
92	Appendix A: Section 4.1: Req 793 - General Maintenance Services	111	4.1	Hardware, Software, and System Maintenance Services shall be for the period from Acceptance of the ETS through the end of AGREEMENT Term (including extensions) as further set forth in the AGREEMENT, with full warranties as further set forth therein.	Will Alameda CTC provide maintenance shop office space, or will that cost need to be borne by the Contractor?	Alameda CTC will not provide maintenance shop office space for the Contractor. The Contractor is responsible for getting and paying for space needed by the Contractor.
93	Appendix A: Section 4.19: Req 908 - Maintenance of Traffic	125	4.19	The CONTRACTOR shall provide and fund all MOT closures and activities necessary to install and maintain the ETS.	In case the gantry is walkable, may we perform preventive and corrective maintenance over live traffic without performing MOT?	The gantries are not walkable.

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94	Appendix A: Section 4.19: Req 910 - Maintenance of Traffic	124	4.19	The CONTRACTOR shall submit all lane closure requests via the online Lane Closure System (https://lcs-new2.dot.ca.gov/). All lane closures are subject to approval by Caltrans.	What is the MOT plan Caltrans staff review and approval time-period?	Current practice is lane closure requests are submitted at least one week in advance of the scheduled closure, and Caltrans may approve the closure on the day of the closure.
95	Appendix A: Section 4.22: Req 917 - Safety	126	4.22	The CONTRACTOR shall adhere to all applicable safety standards and guidelines for working on or around energized Hardware and in a Maintenance environment	For preventive and corrective maintenance work, would a minimum of 2 people be required for safety reasons?	The Contractor is responsible for determining the amount of personnel to meet requirements.
96	Appendix A: Section 5.1: Req 942 - General Performance Requirements	127	5.1	Exclusions are defined as data, conditions, or events beyond the control of the CONTRACTOR or beyond the scope of the System. Exclusions only apply to Performance Requirements and are not applicable to any other Requirements or AGREEMENT terms, including damages such as loss of revenue.	Please provide more clarity regarding the statement "or events beyond the control of the Contractor or beyond the scope of the System." What force majeure events does Alameda CTC consider beyond the Contractor's control?	Please refer to Appendix E (Sample Agreement) Article II.A.2 "Force Majeure Events" for clarity.
97	Appendix A: Section 3.5.7 - Bad Plate List	100	3.5.7	ALAMEDA CTC utilizes a BPL, built in collaboration with the BATA RCSC, to identify Transactions which contain license plate data that has been historically misidentified within the Express Lanes. The intent of the BPL is to prevent incorrect charging of ALAMEDA CTC customers due to reoccurring OCR/ALPR or Image Review anomalies.	What is the current image list size and the average monthly growth?	Currently number of plates is approximately 16,000.
98	Appendix A: Section 6.1: KPI A12 - Image-Based Trip Accuracy	132	6.1	Image-based Trip Accuracy - 99.5% of all image-based Trips transmitted to the BATA RCSC shall have correct license plate information, including plate number and jurisdiction.	What Jurisdictions should be taken in account for the calculation. California and contiguous states? Are the paper dealer plates included?	It is the Contractor's responsibility to tune the OCR/ALPR system and manage manual image review operations to achieve this KPI regardless of the actual distribution of plate jurisdictions. The KPI is applicable to all Trips and is not limited to specific jurisdictions. California paper plates are included. See Requirement #465. The Contractor is responsible for determining whether inclusion of paper plates from other jurisdictions is necessary to achieve this KPI.
99	Appendix A: Section 6.1: KPI A16 - Tag Status File Transmission	132	6.1	Tag Status File Transmission (Host to lanes) - Transmit the comprehensive Home and CTOC/Interoperable Tag Status Files to each of the zone controllers and have the Tag Status File processed at the zone controller level within ninety (90) minutes of the Host System receipt of the valid/usable Tag Status Files from BATA RCSC.	How frequently is the Tag Status File received? Are Update files also sent? Does the 90 minutes apply to update files if applicable?	The BATA RCSC currently sends four comprehensive Tag Status File daily. The 90 minutes apply to each usable Tag Status File from BATA RCSC.
100	Appendix A: General Scope of Work			General Document Review	Will the Alameda CTC toll consulting team review documents and provide comments to the Contractor concurrently or consecutively?	The Alameda CTC toll consulting team's review will occur concurrently with Alameda CTC staff's review. The Contractor will receive combined comments from Alameda CTC and their toll consulting team within the time frames described in Requirement #028.
101	Appendix D-9: Section 3.1.5: Req 267 - Security		267	Remote access to all ETS, with the sole exception of the CHP Portal, shall be performed via secure virtual private network (VPN) access and controlled through a central system with each user having unique login credentials.	Please, confirm VPNs will be provided by the customer. Otherwise, clarify	VPNs shall be provided and maintained by the Contractor.
102	Appendix D-9: Section 3.4.3: Req 573 - Monitoring, Alerts and Alarms			The MOMS shall monitor, alert, and generate work orders in real-time for the following: [...] • security threats or intrusions detected.	Please, confirm if this point can be apart from MOMS system Our proposal for monitoring security events will be managed by a SIEM software	Monitoring for security events can be completed using a separate application provided the security monitoring application provides a notification to the MOMS system.
103	Appendix D-9: Section 3.1.5: Req 271 - Security			The ETS shall utilize a mixture of Software, tools, automated monitoring, manual monitoring, and network hardening techniques as necessary to provide layered defense in depth security across all aspects of the ETS. Unauthorized access shall be prevented and, when failure to prevent occurs, shall be identified and reported immediately to Alameda CTC.	Our proposal will be make a vulnerability audits, hardening audits, network segmentation collected in a Security Plan, and an Incident Management Plan this way this point will be covered?	Alameda CTC is seeking modern solutions available in the market, and as such will not prescribe a solution or approach for this requirement. Proposers should present technical and operational solutions which combine together to best meet this requirement.
104	Appendix D-10: Price Proposal Forms	Tab 5 Image Review Costs	Tab 5 Image Review Costs	Monthly Transaction Volume column	We understand that these listed ranges represent (for pricing purposes) total counts of transactions that will go through either ALPR only or ALPR and Manual Review. Please confirm.	The listed ranges represent total counts of transactions, regardless of whether they go through ALPR or manual image review processes.

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105	Appendix E: Section I.M - Adjustments in Monthly Fee for Non-Performance O&M	365 of 6174	Standard Form Agreement	Adjustments to the Monthly Fee. Adjustments to the Monthly Fee paid for not meeting the O&M Performance Requirements are set forth in Appendix A. If in the performance of the Services the CONTRACTOR does not meet or exceed the Performance Requirements identified therein, ALAMEDA CTC will reduce the amount it would otherwise pay to the CONTRACTOR for such Services subject to the reduction amounts and limits set forth therein. 2. ALAMEDA CTC 's right to adjust the monthly fee provided in this Section M are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.	Would Alameda CTC consider placing a cap on adjustments for monthly O&M KPIs referenced here to "up to the monthly maintenance fee"?	Alameda CTC does not agree to a cap for liability or alteration of the KPIs as requested. Alameda CTC agrees to include a contract term for a maximum amount of fee adjustment per month; please see Addendum #4.
106	Appendix E: Sample Agreement	pp. 33 52, and Addendum 2	Art I, S(6) and App'x G to App'x E (via Addendum 2)		Contractor takes exception to Paragraph 5 of the new App'x G to the Sample Contract, and asks that Alameda CTC consider this alternative language (new language highlighted, existing language stricken through), which Contractor believes to be more commercially reasonable and still compliant with applicable Laws and Regulations surrounding PII. "Each party shall immediately notify other party of any security breach resulting in compromise to PII without unreasonable delay following the first party's discovery of the security breach . when it discovers that there may have been a potential breach in security which has or could have resulted in unauthorized access to PII. For purposes of this section, immediately is defined as within two hours of discovery. The parties' contacts for such notification are the CONTRACTOR Project Manager and the ALAMEDA CTC Project Manager identified in this AGREEMENT."	No. Alameda CTC does not accept this revision.
107	Appendix F: Milestone Schedule	Page 2 of 4 of Appendix F and Tab 4 of Appendix D	Appendix F Milestone Schedule AND Appendix D Pricing TAB 4	South Phase Part 1 to South Phase Part 2 O&M	There are three O&M periods on Tab 4 in the pricing sheets. Based on Appendix F Milestone Schedule, we know that the "South Phase Part 2 to North Phase Part 1" O&M is triggered by South Phase Part 2 OPT and we also know that "Full Scope O&M" is triggered by the North Phase Part 1 OPT. But what in the Milestone Schedule triggers "South Phase Part 1 to South Phase Part 2 O&M"?	South Phase Part 1 to South Phase Part 2 O&M is triggered by the successful completion of the South Phase SRT, as the Contractor will need to maintain the system at that point. South Phase Part 2 to North Phase Part 1 is triggered by the successful completion of the South Phase OPT. Full Scope O&M is triggered by the successful completion of the North Phase Part 1 OPT.
108	Appendix G-4: I-680/SR-84 Interchange Plan Set	2036 of 6174	Appendix G, Special Provisions Section 12	Liquidated damages are limited to 5 percent of the total bid occurrence.	Could the Authority please clarify if these penalties apply to the tolling portion of the project or are they limited to construction closures?	These are liquidated damages for the civil contractor and do not apply to the toll system integrator.
109	Appendix A: Section 3.1.3.2: Req 253 - South Segment Cabinets	62 of 140 470-1219 of 6174	3.1.3.2	The CONTRACTOR shall reuse the existing Roadside cabinet installed on the South Segment at each Toll Site, VTMS Site, TDS Site, CCTV Site, and Read-Only Site, as identified in Table 2 - Cabinet Types by Location ". The RFP Appendix G-3 I-680 Sunol Plan Set Contract 04-4G056 plans depicts these cabinets as BY OTHERS: •E-106, E-107, E-108, E-111, E-113, E-115, E-116, E-117, E-120, E-122, E-125, E-126, E-129, E-134, E-136, E-138, E-141, E-142, E-143: o NOTE 4: SHOWN EQUIPMENT OUTLINE IS REFERENCE ONLY, WORK TO BE DONE BY OTHERS. •ED-18: NOTE 1: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS. •ED-20: NOTE 2: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS. •ED-22: NOTE 3: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS. •ED-23, ED-24: NOTE 3: SHOWN AS EQUIPMENT OUTLINE AS REFERENCE ONLY, WORK TO BE DONE BY OTHERS. •ED-25: NOTE 5: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS. •ED-26, ED-32: NOTE 4: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS. •ED-27, ED-28, ED-29, ED-30, ED-31, ED-33: NOTE 5: THE EQUIPMENT IS SUPPLIED AND THE WORK TO BE DONE BY OTHERS.	Was there a separate Toll System Integrator contract that provided the information for WORK BY OTHERS? If so, can the contract documents be provided for review? If not, can Alameda CTC please provide the following information about the cabinets: •Model •Manufacturer •Type •Dimensions •Racks and Din Rails •Terminal Blocks •Air conditioning •Back Panels •Door locks •Door switch •Cabinet lights •Surge protectors •Grounding Bars •Sun Shields •UPS •Batteries •Cabinet layout •FDU - How are they installed in the cabinet? On a shelf or rack?	Alameda CTC will provide additional information under Appendix G-8, published with Addendum #4. Contractors shall reuse the cabinets in the South Segment but shall not reuse the Hardware contained within them unless specifically identified for reuse in accordance with Appendix A.

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110	Appendix G-3: I-680 Sunol Plans	1220-1224 of 6174	Lane Closure Charts	The Lane Closure Charts appended to the I-680 Sunol Plan Set for Contract 04-4G056.	Can these Lane Closure Charts be used for the "south segment" without any further updates or development of TMP related tasks? Since no further civil construction is involved in the south segment, it appears standard overnight T10 closures would be the only closures required for the SOW described in the RFP.	The Lane Closure Charts provided in the civil plans may be utilized to support the development of the Proposers TMP. A TMP will still be required and Proposers will still be responsible for coordinating and obtaining approvals for lane closures, as noted in the Requirements.
111	Appendix G-3: I-680 Sunol Plans	470-1219 of 6174	Special Provisions Missing	The I-680 Sunol Plan Set for Contract 04-4G056.	The 04-4G056 plan set does not include the Special Provisions. Can Alameda CTC provide the Special Provisions? Are shop drawings of existing overhead sign structures and mast arm poles available?	Special Provisions is added to I-680 Sunol plan set in Addendum #4. Shop drawings are not available at this time, but will be made available to the selected proposer.
112	Appendix G-4: I-680/SR-84 Interchange Plan Set	1226-1975 1976-2427 of 6174	Plans Spec Prov	Complete plans & Special Provisions for Contract 04-297634	Are shop drawings of existing or under construction overhead sign structures and mast arm poles available?	Shop drawings are not available at this time, but will be made available to the selected proposer.
113	Appendix G-4: I-680/SR-84 Interchange Plan Set	Spec Prov 45 2042 of 6174	12-4.02C(3)(g)	Lane Closure Charts G1 & G2	Can these Lane Closure Charts be used for the SR84 interchange segment without any further updates or development of TMP related tasks? TSI work would only involve standard overnight T10 closures for the SOW described in the RFP.	The Lane Closure Charts provided in the civil plans may be utilized to support the development of the Proposers TMP. A TMP will still be required and Proposers will still be responsible for coordinating and obtaining approvals for lane closures, as noted in the Requirements.
114	Appendix G-5: I-680 Gap Closure Plan Set	2428-3574 of 6174 4391-6080 of 6174		Complete plans for Contract 04-0Q30U4	The 680 Gap plans were included twice. The bookmark referenced page 4391. The version that begins at 2428 is a subset, but appears to be redundant. Please explain any reasons for including both versions that appeared to be identical and dated in July 2021. Also note previous question about providing more recent version after comments were addressed in December 2021.	The latest plan sets are available in Addendum #3. Please see Appendix G-3, G-4, and G-5.
115	Appendix G-5: I-680 Gap Closure Plan Set	3575-3982 3983-4390 of 6174		Complete Special Provisions for Contract 04-0Q30U4	The 680 Gap Special Provisions were included twice. They appear to be identical. Please explain reasons for including both versions. Are there any differences?	The latest plan sets are available in Addendum #3. Please see Appendix G-3, G-4, and G-5.
116	Appendix G-5: I-680 Gap Closure Plan Set	3672, 3675, 3677 & 4080, 4083, 4085 of 6174	12-4.02C(3)(g)	Lane Closure Charts G1 & G2 for SB I-680 from Alcosta to Koopman Lane Closure Chart G3 for NB I-680 from SR84 to Alcosta	Can these Lane Closure Charts be used for the "north segment" without any further updates or development of TMP related tasks? TSI work would only involve standard overnight T10 closures for the SOW described in the RFP.	The Lane Closure Charts provided in the civil plans may be utilized to support the development of the Proposers TMP. A TMP will still be required and Proposers will still be responsible for coordinating and obtaining approvals for lane closures, as noted in the Requirements.
117	Appendix G-4: I-680/SR-84 Interchange Plan Set	Spec Prov 177 of 196 2396 of 6174	87-19.03F	Fiber Optic Distribution Unit Installation	Will Alameda CTC inspect all the FDU's on the corridor to verify all fiber strands are labeled and installed as per plans, with fiber links tested for splice and connector losses, and accepted by Alameda CTC, before turning over the sites to CONTRACTOR to connect to the network?	The fiber optic cable plant will be inspected and accepted by Alameda CTC prior to turning over the sites to the Contractor to connect to the network.
118	Appendix G-5: I-680 Gap Closure Plan Set	3965 & 4373 of 6174; 390 of 11 of SPs	87-19.02B(2)	Cable Layout 25. The fiber optic fibers and buffer tubes color.	Can Alameda CTC confirm that all fibers in the BLUE and ORANGE buffer tubes would be available for use by the CONTRACTOR to implement a robust and redundant network architecture between ETS cabinets and Hubs?	Yes, the blue and orange buffer tubes are for use by the Contractor.
119	Appendix A: Section 1 - Roadside Location Matrix	10-12 of 140 2-7	Table 1 2.3	Roadside Location Matrix Express Lane Geometry	Table 1 Grand Total "Toll Site Lane Count" is 43. Concept of Operations 2.3 says "The completed I-680 Sunol Express Lanes includes 51 planned toll sites..." Please explain the numerical difference of toll sites.	The ConOps includes future North Phase Part 2 sites that are not yet part of this Agreement.
120	Appendix G-7: KPI A06 - Vehicle Detection Accuracy	Pages 11-15 of 35 of Appendix G-7	Appendix G-7 KPI Guidebook, KPI A06: Vehicle Detection Accuracy	Accuracy of 99.95%	It is standard for Integrators to have contractual flowdowns, including performance indicators where applicable. With ACTC's desire for high SLBE/small business participations, stringent performance measurements and penalties limit the ability for SLBEs and VSLBEs to participate in the contract. Would the Commission please consider changing this KPI percentage to 99.9%?	No. Alameda CTC will not change KPI A06.

Item Number	Applicable RFP Section	Page Number	Section Number	Specific and Applicable Text	Request for Clarification or Exception	Q&A Response
121	Appendix G-7: KPI A12 - Image-based Trip Accuracy	Page 20 of 35 of App G-7	Appendix G-7 KPI Guidebook, KPI A12: Image-based Trip Accuracy	99.5% of all Image-based Trips transmitted to the BATA RCSC shall have correct license plate information, including plate number and jurisdiction.	It is standard for Integrators to have contractual flowdowns, including performance indicators where applicable. With ACTC's desire for high SLBE/small business participations, stringent performance measurements and penalties limit the ability for SLBEs and VSLBEs to participate in the contract. Would the Commission please consider changing this KPI percentage to 99%?	No. Alameda CTC will not change KPI A12.
122	Appendix G-7: KPI A12 - Image-based Trip Accuracy	20		ALAMEDA CTC will conduct measurement of this KPI. A random sample set shall be derived from all Tolling Hours of each day during the evaluation period. All Trips in the sample shall be manually analyzed for the incorrect license plate using the image review system.	Please provide the expected percentage of transaction volume or sample size required to analyze KPI 12.	Alameda CTC will perform the measurement of this KPI. Alameda CTC will typically use the formula in the Random Sample section of the KPI Guidebook to determine the minimum sample size and then, if necessary, increase the size to allow for a single error. For KPIs measured by Alameda CTC, Alameda CTC may modify the sample size at its discretion.
123	Appendix G-7: KPI M01 - Priority 1 - ETS	32		Respond and complete repair within four (4) hours of failure/event notification for all problems that are not Software code/firmware change problems. If the allowed four (4) hour period overlaps with Non-Tolling Hours or if the four (4) hour period ends prior to start of Tolling Hours, the allowed response and repair period will be extended to the start of Tolling Hours.	If the failure is due to a software problem, wouldn't there be 4 hours to repair this failure?	Alameda CTC understands that following a quality process for software deployments takes time. The normal four hour window for a repair may not be feasible for issues which require a software change. For this reason, Alameda CTC has included the paragraph after the Proposer's referenced paragraph in the KPI Guidebook to allow for more flexibility when responding to issues that require a software change.
124	Appendix G-7: KPI M01 - Priority 1 - ETS	32		If it is determined that a Software/firmware change is required, the following applies: Respond within two (2) hours of failure/event notification and notify ALAMEDA CTC of corrective plan by next Business Day. The approved repair time will then be determined by ALAMEDA CTC, after which the Monthly Fee Adjustment shall apply.	Can you tell us what kind of software change you are referring to, and can you confirm that this software change will always be accompanied by an associated fine?	KPI M01 will only result in a fee adjustment for a software change if the Contractor does not complete the software change within the Alameda CTC-approved repair time, which is determined in collaboration with the Contractor after receiving the Contractor's corrective plan. Any corrective action which requires a new version of software or firmware to be deployed would be considered a software change. Configuration changes that can be made within the production versions of software or firmware would not be considered a software change.
125	General: Traffic Data				Can Alameda CTC provide historic traffic data for the proposed Express Lanes?	Historic traffic data is not being provided in the price provided in the price proposal form.