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Executive Director

**ANDREW B. FREMIER**  
Deputy Executive Director

**April 4, 2016**

**REQUEST FOR PROPOSAL (RFP)**

**SAN FRANCISCO-OAKLAND BAY BRIDGE (SFOBB) METERING LIGHTS  
SYSTEM UPGRADE PROJECT SYSTEM INTEGRATOR**

NOTICE IS HEREBY GIVEN that the Bay Area Toll Authority (BATA) invites your firm to submit a proposal for the San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights System Upgrade Project System Integrator.

The Request for Proposal (RFP) documents for this project are available for download on the BATA website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and ten (10) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m. on April 26, 2016**, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Contractor Selection Timetable of the RFP.

*BATA Point of Contact*  
Stephen Baker, Project Manager  
Bay Area Toll Authority  
Joseph P. Bort Metro Center  
101 Eighth Street  
Oakland, CA 94607-4700  
Tel: 510/ 817-5892  
E-mail: [sbaker@mtc.ca.gov](mailto:sbaker@mtc.ca.gov)

Thank you for your interest.

Sincerely,

  
Andrew B. Fremier  
Deputy Executive Director

ABF:sb

J:\CONTRACT\Procurements\Engineer&Architect\BATA\SFOBB Metering Lights - System Integrator\RFP Draft\SFOBB ML System SI RFP\_final.docx

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## **I. BAY AREA TOLL AUTHORITY AND PROJECT DESCRIPTION**

### ***A. Description of Bay Area Toll Authority***

The Bay Area Toll Authority (BATA) was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature further expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission.

### ***B. Project Description***

The San Francisco-Oakland Bay Bridge Metering Lights Project (SFOBB ML Project) will implement a metering system that accounts for the bridge's current capacity and alignment, increases toll plaza throughput, adapts to traffic incidents, reduces queuing at the toll plaza, and accommodates differential metering rates for different classes of users (including buses, high-occupancy vehicle (HOV), FasTrak<sup>®</sup> electronic payment users, and cash users).

The existing metering lights system was originally installed in the 1970's and has had limited updates since that time. The purpose of the system was to smooth the flow of traffic from the toll plaza to the bridge. The toll plaza has a total of 20 approach lanes including 16 cash/ FasTrak<sup>®</sup> electronic tolling lanes, two dedicated FasTrak<sup>®</sup> open road tolling (ORT) lanes, and two dedicated bus-only/HOV lanes. In its current configuration, all 20 toll plaza approach lanes converge to 16 lanes at the existing metering lights, which is approximately 1,000 feet west of the toll plaza. The 16 metering light lanes further converge to five lanes across the bridge.

During the carpool hours, toll booths 1 and 2 are designated as HOV-only lanes at the toll plaza along the two dedicated bus-only/HOV lanes. These four lanes are not metered. The remaining 14 cash and FasTrak<sup>®</sup> toll booths are metered at the metering lights. At other times when metering lights are on, only the two dedicated bus-only/HOV lanes are not metered.

The existing metering operations also utilize a priority scheme for FasTrak<sup>®</sup> users where FasTrak<sup>®</sup> lanes are given a faster metering rates as compared to cash users. This results in more FasTrak<sup>®</sup> vehicles being released by the metering lights in comparison to cash paying vehicles.

The metering light system was designed to operate in a fully automated mode, but is mainly controlled manually today. Most of the central control equipment and field elements are old and antiquated and will need to be replaced as part of this project. Further, incidents or other non-recurring events downstream from the lights tend to break down system performance as there is a lack of downstream traffic data to assist in traffic monitoring. Currently, operators in the Caltrans' Transportation Management Center (TMC) adjust the metering lights based on observations from closed circuit television cameras (CCTV) cameras in and around the metering lights and immediately east of the Bay Bridge.

The project will focus on improving traffic operations and flow at the toll plaza and across the corridor. The new system should be automatically adaptive to traffic conditions and result in more effective and efficient staff operations at the Caltrans District 4 TMC.

The SFOBB ML Project strategy was built upon a needs assessment done in consultation with Caltrans and CHP and developed by examining the existing system. The key deliverables for the SFOBB ML Project are:

- Implement “adaptive” metering algorithm
- Implement a fully automated metering system
- Develop operational procedures for the metering system
- Replace the existing metering software system
- Upgrade and replace existing system hardware
- Design and upgrade associated network and detection systems as needed
- Integrate into the Caltrans District 4 Advanced Transportation Management System (ATMS)

It is imperative that the SFOBB ML Project be planned and implemented seamlessly, with minimal impact to the traveling public given the high traffic volumes and high visibility of this corridor.

## **II. PROPOSER MINIMUM QUALIFICATIONS**

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this SFOBB ML Project:

1. The Proposer’s firm or a subcontractor on Proposer’s team must have a minimum of 5 years of experience in the design, development, deployment, integration, and/or maintenance of ramp metering systems.
2. The Proposer’s firm or a subcontractor on Proposer’s team must have worked on at least 3 projects in which it provided similar services within the last 5 years.
3. The Proposer’s firm or a subcontractor on Proposer’s team must have served as the lead on one or more projects involving development of adaptive metering algorithms and software to run on the Model 2070 controller platform.
4. The Proposer’s project manager must have a minimum of 5 years of experience in the field similar to the project responsibilities to which he/she will be assigned.
5. The Proposer’s team must have a traffic (signal) operations engineer, based in the nine-county San Francisco Bay Area, with at least 10 years of experience and California TE or PTOE registration or equivalent, and shall have demonstrated experience with metering systems.

## **III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

### ***A. Scope of Work***

The high-level scope of work for the System Integrator Contractor (SI Contractor) of the SFOBB ML Project is to replace the control software with the new SFOBB ML System and develop a new algorithm for the metering lights system and associated field and central system equipment. The scope also includes full (power supply, hardware, software and communications) redundancy of the system in the event of an emergency.

The new SFOBB ML System will be integrated into the existing Caltrans ATMS. The new SFOBB ML System will utilize existing traffic monitoring stations in the vicinity of the Toll Plaza to respond to traffic downstream of the Toll Plaza. The final work product is expected to be a customized software system.

The new SFOBB ML system will also integrate with possibly new changeable message signs (CMS), provided through a separate Civil Construction Contract, or existing CMS located on the

metering lights structure and toll plaza area and additional CCTV cameras. The selected SI Contractor will repair or close existing gaps in the communication system and integrate with new and existing detection as needed for an automated and adaptive metering system. In the event that additional detection or communication is required to operate the proposed system, it will be provided through a separate Civil Construction Contract. The detailed scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Contractor”) will be expected to perform all work and analysis necessary to complete the scope of work.

### ***B. Period of Performance***

BATA expects the work to commence on or about August 1, 2016, and integration, testing, acceptance, documentation, and full deployment to be completed no later than December 31, 2017. The warranty period will be for one calendar year following the acceptance and full deployment. After completion of the warranty period, at BATA’s sole option, the contract may be extended for five (5) additional one-year extensions for work contemplated by *Appendix A, Scope of Work*.

### ***C. Budget***

The budget for the SFOBB ML Project has not yet been determined and will be based on the cost proposals submitted in response to this RFP.

Cost effectiveness and cost are part of the evaluation and contribute 15% and 10% respectively, to the overall score (see Section VIII.C, Evaluation Criteria). Additional funding may be available in future Fiscal Years subject to approval of future BATA budgets.

### ***D. Supporting Documentation***

BATA is making available the following documents to help Proposers understand the existing conditions and system components as well as the systems engineering work that has been done on the SFOBB ML project. These documents are available on the BATA website at <http://procurements.mtc.ca.gov>.

1. System Engineering Management Plan (SEMP) Framework
2. Concept of Operations
3. Caltrans Metering Table
4. Caltrans Operators’ Metering Logs January 2016
5. SFOBB Toll Plaza As-Built Plans
6. District 4 Advanced Transportation Management System Operator’s Manual Rev 1.2

## **IV. PROPOSERS’ CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS**

A Proposers’ Conference will be held at 1:30 p.m. on Monday, April 11, 2016 at the Joseph P. Bort Metro Center Building, 101 8<sup>th</sup> Street, Oakland, in the Claremont Conference Room.

Proposers are encouraged to ask questions about all aspects of the SFOBB ML Project during this Proposers' Conference. BATA will address questions to the extent possible, but responses will be considered non-binding. Written questions may be submitted during the period for Requests for Clarifications and Exceptions to request a formal response from BATA. BATA may also issue formal responses based on questions posed during the Proposers' Conference. Any addenda will be posted on BATA's website. All Proposers are responsible for checking the website for any addenda to the bid documents. Any requests for clarification of or exceptions to RFP requirements must be received by BATA no later than 4:00 p.m. on Friday, April 15, 2016, to guarantee a response or consideration.

## V. SI CONTRACTOR SELECTION TIMETABLE

1:30 p.m., on Monday, April 11, 2016	Proposers' Conference at 101 8 <sup>th</sup> Street, Oakland, CA 94607, Claremont Conference Room
4:00 p.m., on Friday, April 15, 2016	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) business days prior to the date proposals are due.	Deadline for protesting RFP provisions
<b>4:00 p.m., on Tuesday, April 26, 2016*</b>	<b>Closing date/time for receipt of proposals</b>
Week of May 9, 2016*	Interviews/Discussions (if held)
Tuesday, May 31, 2016*	Date for receipt of Best and Final Offers (if required)
Wednesday, July 13 2016*	BATA Oversight Committee Approval

*\*Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFP.*

## VI. SUBMITTAL OF PROPOSALS

- Interested firms must submit an original and ten (10) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m. on April 26, 2016. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement. No proposals submitted solely by email and no faxed proposals will be considered.**
- Proposals are to be addressed as follows:

SFOBB Metering Lights System Upgrade  
Project System Integrator RFP  
Attention: Stephen Baker  
101 Eighth Street, 3<sup>rd</sup> Floor Receptionist  
Oakland, CA 94607

3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. BATA is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3<sup>rd</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals
6. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
7. A signed proposal submitted to BATA in response to this RFP shall constitute a binding offer from Proposer to contract with BATA according to the terms of the proposal for a period of 180 days after the proposals are due to BATA.
8. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the BATA Project Manager.
9. This RFP does not commit BATA to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
10. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
11. BATA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
12. BATA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
13. If the selected Proposer fails to enter into a contract with BATA in a timely manner as determined by BATA, in accordance with the terms and conditions of this RFP, BATA reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
14. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <http://procurements.mtc.ca.gov/Vendors/vendor-information.html> to register in the BATA Vendor Database.
15. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration / Federal Agency Registration (CCR/Federal Regulations), Online Representations and Certifications

Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting proposals for contracts with federal funds must register on the SAM website at <https://www.sam.gov/portal/SAM/##11> prior to proposal submission.

## **VII. FORM OF PROPOSAL**

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. All body text must be in 12 pt. font. Proposers must use labeled tabs/section dividers with letter and section name to organize the proposal. Proposers are encouraged to print double-sided copies to save paper.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in BATA's sole discretion.

Each proposal must include the following:

### **A. Transmittal Letter (2 pages maximum)**

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals and/or Best and Final Offer (BAFO), if necessary.

### **B. Title Page**

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

### **C. Table of Contents**

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

### **D. Overview and Summary (5 pages maximum)**

This section shall clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It shall include, but not be limited to, the following:

1. A discussion of the project’s purpose;
2. A summary of proposed approach, including how it meets BATA’s SFOBB ML Upgrade project goals and objectives; and
3. The assumptions made in selecting the approach, including any additional detection or communication systems required to operate the proposed approach.

**E. Demonstration of Minimum Qualifications**

In this section, Proposers shall provide all necessary information to demonstrate that the requirements shown in Section II. Proposer Minimum Qualifications (MQs) of this RFP have been met at the time of proposal submission. Table 1 provides instructions on information that must be included to satisfactorily demonstrate that the proposer meets each MQ. Proposal content must clearly correlate each MQ to the content requested in the “Proposal Content” column in Table 1 below to be considered for compliance with proposer MQs.

**Table 1: Demonstration of Minimum Qualifications**

	Section II. Proposer Minimum Qualifications	Proposal Content
1.	The Proposer’s firm or a subcontractor on Proposer’s team must have a minimum of 5 years of experience in the design, development, deployment, integration, and/or maintenance of ramp metering systems.	<p><u>For a minimum of one (1) project:</u></p> <ul style="list-style-type: none"> <li>• Name of the agency or entity (owner)</li> <li>• Name of the project</li> <li>• Brief description of the project</li> <li>• Firm name under which services were provided</li> <li>• List of services provided</li> <li>• Start and end dates of the project</li> </ul>
2.	The Proposer’s firm or a subcontractor on Proposer’s team must have worked on at least 3 projects in which it provided similar services within the last 5 years.	<p><u>For three (3) projects, provide:</u></p> <ul style="list-style-type: none"> <li>• Name of the agency or entity (owner)</li> <li>• Name of the project</li> <li>• Brief description of the project</li> <li>• Start and end dates for when services were performed by the individual on the project</li> </ul>
3.	The Proposer’s firm or a subcontractor on Proposer’s team must have served as the lead on one or more projects involving development of adaptive metering algorithms and software to run on the Model 2070 controller platform.	<ul style="list-style-type: none"> <li>• Name of the agency or entity (owner)</li> <li>• Name of the project</li> <li>• Brief description of the project</li> <li>• Firm name under which services were provided</li> <li>• List of services provided, including development of adaptive metering algorithms and software to run on the Model 2070 controller platform</li> <li>• Start and end dates of the project</li> </ul>
4.	The Proposer’s project manager must have a minimum of 5 years of	<p><u>Proposer’s Project Manager:</u></p> <ul style="list-style-type: none"> <li>• Name of Project Manager</li> <li>• Years of Experience</li> </ul>

	<p>experience in the field similar to the project responsibilities to which he/she will be assigned.</p>	<p>For each project, provide:</p> <ul style="list-style-type: none"> <li>• Name of the agency or entity (owner)</li> <li>• Name of the project</li> <li>• Brief description of the project</li> <li>• Proposed individual’s employer at the time of the services being provided</li> <li>• Role and responsibilities of the proposed individual</li> <li>• Start and end dates for when services were performed by the individual on the project</li> </ul>
<p>5.</p>	<p>The Proposer’s team must have a traffic (signal) operations engineer, based in the nine-county San Francisco Bay Area, with at least 10 years of experience and California TE or PTOE registration or equivalent, and shall have demonstrated experience with metering systems.</p>	<p><u>Proposer’s Traffic (Signal) operations engineer:</u></p> <ul style="list-style-type: none"> <li>• Name of Traffic (Signal) operations engineer</li> <li>• Location of Traffic (Signal) operations engineer</li> <li>• Indicate California TE or PTOE registration</li> <li>• Years of Experience</li> </ul> <p><u>For each project, provide:</u></p> <ul style="list-style-type: none"> <li>• Name of the agency or entity (owner)</li> <li>• Name of the project</li> <li>• Brief description of the project, including experience with metering systems</li> <li>• Proposed individual’s employer at the time of the services being provided</li> <li>• Role and responsibilities of the proposed individual</li> <li>• Start and end dates for when services were performed by the individual on the project</li> </ul>

**F. Work Plan**

This section shall present a work plan for the tasks described in *Appendix A, Scope of Work*. The proposed work plan shall:

1. Discuss how the Proposer will conduct the identified task, identify deliverables, and propose a schedule. The proposal shall discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule shall show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between BATA, Proposer staff, and subcontractors, if any.

3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that Proposer will use to track and resolve these problems/obstacles during the project. In accordance with the requirements in *Appendix F*, System Requirements, specify your firm's response time commitment to: 1) respond to real-time operational issues; 2) notify BATA and Caltrans of operational issues; 3) rectify the operational issues; and, 4) provide a post-mortem report which identifies the causes of the issues and the solution implemented.

## G. System Requirements

Submit a completed *Appendix F*, System Requirements, and provide additional information where applicable. In addition, submit a detailed list of software that will be used for this SFOBB ML Project, including Contractor Software, Commercial Software, and Open Source/Freeware and Other Software, which will be included as Attachments H-1, H-2, and H-3 of the resulting contract.

This RFP and the related attachments (*Appendix A*, Scope of Work and *Appendix F*, System Requirements) contain software functionality and system requirements for the SFOBB ML Project. The Proposer is required to respond to every requirement in *Appendix F*, System Requirements, regardless of the requirement category designation. The comments column is used to enhance the BATA's understanding of how the Proposer currently meets the requirement, intends to meet the requirement or will not meet the requirement. The Proposer must provide comments to explain "Will Meet" or "Will Not Meet" answers and to document any assumptions made when responding. The RFP contains the following requirement categories: Core and Non-Core:

- Core – This requirement must be met with a “Currently Meet” or “Will Meet” response in order for the Proposer's proposal to be considered technically responsive to the RFP. Core requirements and the Proposer's approach to satisfying Core requirements will be considered in the evaluation process. Core requirements with a “Will Not Meet” response will be considered a deficiency.
- Non-Core – This requirement describes services and software the Proposer is not obligated to propose, but may be considered by BATA. Non-Core requirements and the Proposer's approach to providing Non-Core requirements will be considered in the evaluation process.

Each requirement must be answered with one of the following responses: Currently Meet, Will Meet, or Will Not Meet.

- Currently Meet – A “Currently Meet” response indicates that the Proposer currently can provide software or services that meets the requirement without additional software development. The software or services must be owned by the proposing

team, or the proposing team has rights to the software or services that are fully transferable and assignable to BATA and Caltrans.

- Will Meet – A “Will Meet” response indicates that the Proposer can provide software or services that meets this requirement by the implementation date. The Proposer shall be clear if an existing software or service will be configured or modified to work with the Proposers’ or Caltrans systems or if a new module will be developed to meet the requirement. The Proposer shall provide a brief justification in the Comments section.
- Will Not Meet – A “Will Not Meet” response indicates that the Proposer will not provide software or services that meets this requirement. The Proposer shall provide a brief justification in the Comments section.

(See Article 11, Ownership of Work Products of *Appendix D*, BATA Standard Contractor Contract)

## H. Qualifications and References

1. Describe proposed team’s qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Identify the personnel, including subcontractors’ personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume shall be provided in an appendix and shall not exceed two pages each.
3. Provide a succinct description (one page maximum per project) of up to five previous projects similar to the Scope of Work attached as *Appendix A*, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide at least one sample of a written technical report or memo and two samples of material developed for a similar system integration effort (i.e., System Requirements, Software Design, System Acceptance Test plan and/or Training materials and Training Manuals). The samples must have been prepared by key members of the Proposer’s team and shall identify the authors. Only one copy of each sample is required, and the samples will be returned after proposal evaluation, upon request. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
5. Provide a list of references (including references for subcontractors) and their contact information, including company and contact name, title, address, phone number, and email address.

6. Provide a summary of all contracts your firm (including any major subcontractors over \$100,000) has held with MTC, MTC SAFE, BATA, BAIFA or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

## **I. Cost Proposal**

Based on the tasks and staffing plan described in response to F.1 and F.2, listed above, provide a breakdown of the expected expenditures of funds for each task contained in *Appendix A, Scope of Work*. The budget shall include, but is not limited to, a task budget and a line item budget with billing rates.

1. The task budget shall present a breakdown of hours and expenses by task and deliverable for the project. It shall identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. Submit *Appendix B-1, Cost Allocation and Pricing Summary* and *Appendix B-2, Rate Breakdown*. *Appendices B-1 and B-2* are available in electronic spreadsheet format at <http://procurements.mtc.ca.gov/Solicitations/solicitation-list.html>
3. A line item budget shall be submitted for the project. The line item budget shall present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget shall be set forth on the *Cost and Price Analysis Form* attached as *Appendix B-3* to this RFP. A line item budget shall also be submitted for proposed subcontractors with contracts estimated to exceed \$25,000. *Appendix B-3* is available in electronic spreadsheet format at <http://procurements.mtc.ca.gov/Solicitations/solicitation-list.html>
4. Please include information (date and outcome) on the Proposer's most recent pre-award audit, if applicable.

## **J. California Levine Act Statement**

Submit a signed Levine Act statement (*Appendix C*).

## **K. Insurance Provisions**

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of BATA's notice to firm that it is the successful Proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

#### **L. Taxpayer Identification Number and Certification**

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### **M. Iran Contracting Act**

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission that Proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix E*).

#### **N. Financial Responsibility**

IN A SEPARATE SEALED ENVELOPE: Provide a copy of Proposer's most recent annual and past quarterly financial filing. The statements will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine responsibility only. All financial statements will be returned to the Proposer prior to SI Contractor selection.

#### **O. Bid Bond**

Proposals must be accompanied by a bid bond as detailed in *Appendix D-2, Bid Bond* of this RFP.

Proposals must be accompanied by a bid guaranty in the form of a cashier's check, a certified check, or a bid bond executed by an admitted surety insurer ("Best Guide rating of "A-7" rating or better"), in the amount of 10% of the bid amount, payable to BATA. Such check or bond shall be given as a guaranty that the Proposer will, within ten (10) days of being requested to do so by BATA, enter into a contract and provide the required performance and payment bonds as described in Section IX, General Conditions, Item K, *Performance and Payment Bonds*, Attachment E, Insurance and Financial Security (Bond) Provisions, of *Appendix D, BATA Standard Contractor Agreement* and *Appendix D-3, Bonds to Accompany Contract* of this RFP. If a bid bond is furnished, it must conform to one of the forms provided with the RFP documents. The format for a bid bond is included in this RFP as *Appendix D-2, Bid Bond*.

If the Proposer to whom the work has been awarded refuses or fails to enter into the Agreement and/or provide the required bonds within the specified time, the check shall be forfeited to BATA or the principal and surety on the bond shall be liable to BATA for the principal amount thereof in accordance with its terms. Proposer guarantees will be held until the contract has been finally executed, after which all Proposers' guarantees except any guarantees which have been forfeited, will be returned to the respective Proposers whose proposals they accompany, but in no event will Bidder's securities be held by BATA beyond one hundred eighty (180) days from the time set for receiving proposals.

## VIII. PROPOSAL EVALUATION

### A. Verification of Minimum Qualifications

The BATA Project Manager will review proposals to ensure that each proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

### B. Review for General Responsiveness

The BATA Project Manager, in consultation with the BATA's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications listed in this RFP will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. BATA reserves the right to request additional information from responsive Proposers prior to evaluation.

### C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of BATA staff, with guidance provided by technical advisors. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the BATA Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Approach to scope, work plan, resource availability, and resource allocation (25%)
2. Prime consultant's firm and team qualifications, references, experience with similar systems and key personnel assigned to the project (20%)
3. Response to the categories in *Appendix F, System Requirements* (20%)
4. Cost effectiveness, reasonableness and appropriateness of cost allocation (15%)
5. Cost, each Proposers cost proposal will be weighted relative to the lowest cost proposal submitted in response to this RFP as follows (10%)

Example:

<b>Proposer</b>	<b>Proposed Cost</b>	<b>Calculation of Points</b>	<b>Points Assigned</b>
Proposer A	\$250,000	Full 10 percentage points	10

Proposer B	\$269,000	\$250K divided by Proposer B cost, multiplied by 10	9.3
Proposer C	\$275,000	\$250K divided by Proposer C cost, multiplied by 10	9.1

6. Written and verbal communication, as demonstrated in written proposal and interview, if held (10%)

***D. Proposer Discussions***

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the SFOBB ML Project as well as any other aspect of the proposal, if requested by the BATA Project Manager.

***E. Request for Best and Final Offer***

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by BATA of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

BATA reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

***F. Recommendation for Contract Award***

The panel will recommend a Proposer to the BATA Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the BATA Oversight Committee for approval.

## IX. GENERAL CONDITIONS

### ***A. Award***

Any award made will be to the Proposer whose proposal is most advantageous to BATA based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with BATA in a timely manner as determined by BATA, in accordance with the terms and conditions of this RFP, BATA reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

### ***B. Contract Arrangements***

BATA Standard Contractor Contract is attached as *Appendix D*. If a Proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected SI Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) business days of BATA's notice that it is the successful Proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. BATA will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to BATA's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be a combination of firm fixed price for Tasks 1 and 3 through 17 with payment based on BATA's receipt and acceptance of satisfactory deliverables, time and materials for Tasks 0, 2, and 18 and task order basis for Task 19. Task orders may be established on a deliverables or time and materials basis.

### ***C. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that BATA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or

3. No later than 4:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or the date the BATA Oversight Committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the BATA Oversight Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the BATA Executive Director.

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the BATA Executive Director, it may file a written appeal with the BATA Oversight Committee no later than 4:00 p.m. on the third business day after receipt of the written response from the BATA Executive Director. The BATA Oversight Committee's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by BATA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the BATA Executive Director or, if the decision of the BATA Executive Director is appealed, the issuance of the BATA Oversight Committee's decision.

#### ***D. Public Records***

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to BATA will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that BATA withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section VII of the RFP marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by BATA only, but understands that exemption from disclosure will be limited by BATA's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, BATA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that BATA withhold such data from disclosure and BATA complies with the Proposer’s request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend BATA and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys’ fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its proposal, and does not request that BATA withhold information marked as confidential and requested under the California Public Records Act, BATA shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against BATA or its commissioners, officers, employees or agents in connection with such disclosure.

#### ***E. Key Personnel***

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of BATA. Removal of any key personnel identified in the proposal without written consent of the BATA Project Manager may be considered a material breach of contract.

#### ***F. Conflicts Of Interest***

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of BATA is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever BATA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by BATA and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude

the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BATA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BATA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this RFP if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

***G. Personally Identifiable Information***

Proposer agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Relating to Personally Identifiable Information of Appendix D, BATA Standard Contractor Contract.

***H. Pre-Award Audit***

Not Used.

***I. Web-Based Communication***

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the BATA Project Manager or his/her designee via a web-based system designated by BATA to which BATA will provide system access.

***J. Payment, Sub-Contractor and Prevailing Wage Information***

Proposer agrees to submit payment, sub-contractor utilization and if applicable certified payroll information for contracts with prevailing wage requirements via a web-based system designated by BATA to which BATA will provide system access.

***K. Performance and Payment Bonds***

The proposer awarded the Agreement shall be required to furnish a Performance Bond and a Payment Bond in a form satisfactory to BATA at the time of Agreement execution. The selected SI Contractor shall pay all premiums and costs relating to the required bonds. Such amounts are included in the Appendix B-1, Cost Allocation and Pricing Summary, under Line Item #8.

**Performance Bond.** The proposer to whom the Agreement is awarded shall provide a Performance Bond in an amount not less than one hundred percent (100%) of the total cumulative total price of the Agreement. This amount shall be calculated by using the total amount inserted by proposer in Appendix B-1, Cost Allocation and Pricing Summary. The Performance Bond shall guarantee the SI Contractor's faithful performance of the Agreement in compliance with all terms, conditions, and requirements specified in the Agreement. The Performance Bond is intended to secure but not cap nor limit any liability of the SI Contractor for damages.

**Payment Bond.** The successful proposer shall also provide a Payment Bond in the same penal amount as the Performance Bond. The Payment Bond shall provide BATA with security for the SI Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performing any work that may be required under the Agreement.

The Performance and Payment Bond shall remain in full force and effect until Final System Acceptance. The penal amounts of the bonds may be reduced to no less than 100% of the remaining value of the Agreement, including maintenance, with the consent of the surety.

All bonds will be issued by surety companies acceptable to BATA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better. Both the performance and payment bond shall be annually renewable per the instructions on each bond form in *Appendix B-3, Bonds to Accompany Contract*.

Should any surety or sureties be deemed unsatisfactory at any time by BATA, notice will be given to SI Contractor to that effect, and SI Contractor shall forthwith substitute a new surety or sureties satisfactory to BATA. The direct and indirect costs for replacement bonds shall be the sole responsibility of the Contractor. All alterations, time extensions, extra work, additional work or any other changes authorized in the Contract, may be made without notice to, or securing the prior consent of, the surety or sureties on the Performance or Payment Bonds.

#### ***L. Ex-Parte Communication***

Proposers and proposers' representatives may not communicate with an officer, director, commissioner, employee or agent of BATA, with the exception of the BATA Project Manager, regarding this procurement until a recommendation to award has been approved by BATA. Proposers and their representatives are not prohibited, however, from making oral statements or presentations regarding the procurement in public to one or more representatives of BATA during a public meeting.

In the context of these instructions to proposers, an "ex parte communication" is any communication between a proposer (or the proposer's representative) and the BATA Executive Director, Commission member, or other BATA officer or employee regarding the procurement regardless of who initiates the communication, before BATA has approved the recommendation to award. A "proposer or proposer's representative" includes all of the proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the proposer's proposal, and any individual or entity who has been requested by the proposer to contact BATA on the proposer's behalf. Any written ex parte communication between a proposer (or the proposer's representative) and BATA or its representatives will be subject to disclosure pursuant to the California Public Records Act.

## APPENDIX A, SCOPE OF WORK

The San Francisco-Oakland Bay Bridge Metering Lights Project (SFOBB ML Project) will implement a metering system that accounts for the new Bay Bridge's capacity and alignment, increases toll plaza throughput, adapts to traffic incidents, accommodates differential metering rates for different classes of users, i.e. HOV, Express Lanes, FasTrak<sup>®</sup>, and cash users, and reduces queuing at the toll plaza.

SFOBB ML Project is comprised of four contracts for system delivery purposes. This strategy allows for the development of contract components concurrently and also allows portions of the project to be delivered ahead of the remainder of the project. BATA is administering all four the contracts. The four contracts are described below:

**Contract #1 – Software and System Integration Contract (SI Contractor)** – This RFP is for the SI contract – This SFOBB ML Project involves the professional services for the development, testing, and implementation of a metering algorithm and software in order to integrate all components of the projects into a single metering lights system.

**Contract #2 – Civil Construction Contract (TBD)** – This Contract includes the furnishing and installation of field equipment. This contract also includes installing Caltrans standard TOS field equipment, including Changeable Message Signs, Closed Circuit Television (CCTV) cameras, and associated communications systems. In the event that additional detection or communication is required by the SI Contractor to operate the proposed system, this Civil Construction Contract will provide it.

**Contract #3 – Construction Management Services Contract (TBD)** – This Contract includes a professional services consultant providing construction management services to oversee the Civil Construction Contractor in the installation of field equipment and quality assurance of project materials. This includes Caltrans standard field equipment elements.

**Contract #4 – Program Designer and System Manager Contract (Kimley-Horn)** – Kimley-Horn performs the role of the Program Designer and System Manager. Kimley-Horn is responsible for developing/monitoring the comprehensive program work plan. The work plan will be continually monitored and revised as the project progresses to address schedule and budget constraints. Kimley-Horn also responsible for providing guidance on technical issues/topics, and reviewing deliverables/conducting testing. Kimley-Horn will develop the set of design plans to be used for procuring the civil construction contractor. The Program Designer and System Manager will be responsible for obtaining the necessary encroachment permits, SWPPP, traffic handling, etc., and the Civil Construction Contractor will be responsible for pulling a permit prior to starting work.

The primary role of the SI Contractor is to design the ML system algorithm and to replace the current metering lights system software and hardware, follow a system engineering process, evaluate the Caltrans ATMS for integration opportunities, collaborate with Caltrans to design, develop, and implement software modifications/additions to the Caltrans D4 ATMS central

system, if necessary, and conduct subsystem and system tests on all elements of the SFOBB ML Project to demonstrate successful integration and control of all elements, while maintaining existing ML system functionality.

### **Reference Documents**

SI Contractor will be provided with copies of all documents listed under Project Documents. SI Contractor shall adhere to the document framework and requirements developed in subsequent tasks and in Project Documents.

### **Project Documents**

The following existing documents are available to the SI Contractor:

1. System Engineering Management Plan (SEMP) Framework
2. Concept of Operations
3. Caltrans Metering Table
4. Caltrans Operators' Metering Logs January 2016
5. SFOBB Toll Plaza As-Built Plans
6. District 4 Advanced Transportation Management System Operator's Manual Rev 1.2

### **GENERAL**

The following scope of work is a recommended project approach intended to establish the general framework for this SFOBB ML Project. SI Contractor should use this approach as a guide and expand, modify, or arrange each task to present the most comprehensive scope to perform the work. BATA reserves the right to update the scope of work prior to finalizing the contract. The scope includes the following tasks:

- Task 0 – Project Management and Coordination
- Task 1 – Evaluation and Finalization of Existing System Engineering Documents and Review of PS&E, including System Requirements
- Task 2 – Submitted Documents Framework
- Task 3 – Design and Development of Metering Algorithm
- Task 4 – Operator Workstation Graphical User Interface Design Review
- Task 5 – System Software Design – High Level and Detailed Design
- Task 6 – Detailed Systems Integration Plan
- Task 7 – Implementation Plan
- Task 8 – Production Environment Hardware and Software Procurement
- Task 9 – Center to Field Communications Integration
- Task 10 – Toll Plaza Workstation Upgrades
- Task 11 – Caltrans CCTV (BAVU) Camera Integration (Caltrans TMC and to Toll Plaza)
- Task 12 – CMS Integration (Field to Caltrans TMC and to Toll Plaza)
- Task 13 – Develop, Implement, Integrate and Test Caltrans D4 ATMS Modifications
- Task 14 – Manuals
- Task 15 – Training
- Task 16 – System Testing
- Task 17 – Ongoing Maintenance and Support

Task 18 – Caltrans Technical Support  
Task 19 – As-Needed Support Services

## TASKS

### **TASK 0 – PROJECT MANAGEMENT AND COORDINATION**

#### ***A. Project Team***

SI Contractor shall be responsible for coordinating with the Project Team. The Project Team consists of staff and contractors from each of the participating agencies. Participating agencies may include but are not limited to Caltrans, California Highway Patrol (CHP), San Francisco Bay Conservation Development Commission (BCDC), City of Oakland, and Alameda County Transportation Commission (ACTC). The specific staff and their roles and responsibilities will be identified by the BATA Project Manager and other BATA contractors. The BATA Project Manager may delegate certain responsibilities to the Project Team as needed.

#### ***B. Document Submittal***

1. SI Contractor shall submit each deliverable identified herein as a “Draft” document to the BATA Project Manager in electronic form in MS Word format, with a minimum of 14 calendar days for review by members of the Project Team. Comments from the Project Team may be submitted in an electronic format (e.g., “track changes”) or other similar format. In addition, a Comment Disposition Matrix shall be submitted, which shall include each comment received on the corresponding draft document and its resolution.
2. SI Contractor shall submit each deliverable identified herein as a “Final” document to the BATA Project Manager in electronic format in MS Word format, with a minimum of 14 calendar days for review by members of the Project Team. Comments from the Project Team may be submitted in an electronic format (e.g., “track changes”) or other similar format. In addition, a Comment Disposition Matrix shall be submitted, which shall include each comment received on the corresponding draft document and its resolution.
3. SI Contractor shall submit each deliverable identified herein as an “Approved” document to the BATA Project Manager in electronic format in MS Word format, and with 5 printed copies, unless a larger quantity is specified herein. In addition, a Comment Disposition Matrix shall be submitted, which shall include each comment received on the corresponding final document and its resolution.

All other deliverables shall be submitted to the BATA Project Manager unless otherwise directed.

#### ***C. Project Management***

SI Contractor shall hold bi-weekly status meetings which shall include the preparation of various documents including agendas, status reports, schedule updates and meeting minutes. Each meeting shall be held at BATA offices or other agreed upon location in the Bay Area. All travel,

meeting attendance, and meeting materials shall be included in the full compensation. Full compensation for Project Management during each task will be included in the payment for that task.

*Deliverables:*

- 0.1 An agenda for each bi-weekly meeting, submitted 3 calendar days prior to the meeting.
- 0.2 A bi-weekly status report, submitted 3 calendar days prior to the meeting that includes: significant work performed since the previous report; the state of completion of each task; outstanding issues and significant and potential problems that are having, or may have, an impact on the project schedule; and prior issues and problems that have been resolved. Issue papers and other reference material shall be attached or referenced as appropriate.
- 0.3 Draft minutes for each bi-weekly meeting, submitted for review 3 calendar days after the meeting.

***D. Project Schedule***

SI Contractor shall prepare and maintain a detailed Schedule for the duration of the project's life cycle, including tracking all changes and modifications to the SI Schedule. SI Contractor shall provide the SI schedule to the Project Scheduler, which is under contract with BATA, and provide input into and coordinate with the Master Schedule maintained by the Project Scheduler. At a minimum, the Schedule shall include detailed tasks; project start and end dates; deliverables and deliverable date; percent complete for each task; task dependencies; and critical path. These elements shall be maintained throughout the project. SI Contractor shall also maintain a summarized version of the schedule similar to the schedule that will be included in the proposal. The major milestones and deliverable dates shall also be shown in the Schedule and provided in a separate document.

*Deliverables:*

- 0.4 Current SI project schedule, to be submitted after every revision.
- 0.5 Input into the Master Schedule maintained by the Project Scheduler

***E. Project Revisions***

When the SI Contractor and the BATA Project Manager agree that a change in the Scope of Work is needed, the SI Contractor shall provide supporting material and prepare proposed Scope of Work revisions, cost estimates, and time schedules as requested as part of a contract amendment negotiation.

***F. Project Coordination***

***1) Coordination***

SI Contractor shall coordinate project activities, including software design, procurements and implementation, with the Project Team, Caltrans, construction contractors and associated third

parties. This will include, but not be limited to, communicating with those involved in other projects and activities that may impact the SFOBB ML Project or vice versa and identifying any changes needed to those other projects and activities relative to integration with the SFOBB ML Project and vice versa. Any changes needed to the SFOBB ML Project are to be brought to the attention of BATA Project Manager or designated staff.

All tasks and deliverables specified in the Scope of Work shall include coordination with the appropriate Project Team members and Caltrans for development, review, and approval.

SI Contractor shall coordinate with equipment vendors and manufacturers for testing and acceptance of equipment. SI Contractor shall coordinate for communication services and installation and configuration of related communication equipment. SI Contractor shall coordinate the project activities for overall system integration. All procurement by the SI Contractor shall be approved by the BATA Project Manager.

## ***2) Project Changes***

When the SI Contractor, Project Team and BATA Project Manager agree that a change in the Scope of Work is needed, the SI Contractor shall provide supporting material and prepare proposed Scope of Work revisions, cost estimates, and time schedules as requested as part of negotiation of a contract amendment.

## ***3) Project Oversight***

The SI Contractor shall provide a Project Manager who will act as the principal contact for the BATA Project Manager and other involved agencies and organizations. The designated SI Contractor Project Manager will be responsible for the completion of activities associated with the performance of this SFOBB ML Project, including project planning activities, engaging in progress of task leads, maintaining knowledge of overall scope, providing regular updates of project management tools (e.g., project schedule, action item list) and tracking costs and resources associated with each aspect of the SFOBB ML Project. BATA uses the Primavera scheduling program for this project. SI Contractor Project Manager will communicate directly with BATA Project Manager and his designees. SI Contractor shall arrange and manage whatever resources are necessary to manage and complete the SFOBB ML Project in accordance with the agreement between BATA and the SI Contractor.

## ***4) Configuration Management***

SI Contractor shall keep version control of all documents and deliverables submitted to BATA and other stakeholders and shall archive the old version of all released documents. Upon request by BATA, the SI Contractor shall provide electronic or paper copy of the requested deliverable. Use of document control systems is recommended.

At the commencement of the SFOBB ML Project, the SI Contractor shall prepare a Configuration Management Plan for all system components for which the SI Contractor is responsible. This will include data generated, configuration made to devices and equipment, and

documents and deliverables that were prepared by the SI Contractor prior to formal system acceptance by BATA. The plan must be compatible with the overall SFOBB ML Configuration Management Plan prepared by the Program Designer and System Manager and identify the work items which require documentation, the form of documentation including tools to be used, change control procedures, change notification and recording procedures, and software data management procedures. A draft Configuration Management Plan shall be submitted for review by BATA and other involved parties, followed by a final version addressing all comments. As the SFOBB ML Project moves forward, the SI Contractor shall follow the approved Configuration Management Plan and maintain related documentation of the components for which the SI Contractor is responsible. At a minimum, the plan shall address documentation of all deliverables and the following work items:

- Prototyping;
- Proof of Concept Report;
- Lab Test Plan;
- Specialty equipment testing and acceptance;
- Field Elements testing and acceptance;
- Sub-system testing and acceptance;
- Overall System testing and acceptance;
- Monthly progress reports and invoices;
- Project documentation;
- Training materials; and
- Source code for all software development.

#### ***5) Documentation Retention***

SI Contractor shall maintain a web-based document storage system (e.g., Knowledge Tree) and store project documents, including all correspondence sent by the SI Contractor concerning the Project in folders organized following the SOW task organization. BATA shall have access to allow staff to see and manage documentation as necessary. SI Contractor shall update and/or provide additional system documentation whenever system changes require and complete the update/addition within one week of change. SI Contractor shall provide summary documentation of the system integration in an electronic format. This will involve preparing a report summarizing the content and organization of the web-based document storage system.

#### ***A. List of Deliverables and Order of Work***

Thirty calendar days after the Notice to Proceed is issued to the SI Contractor, the SI Contractor shall submit a list of proposed deliverables and order of work to the BATA Project Manager for review. The proposed list shall be based on the deliverables identified in this Scope of Work, the SI Contractor's review of all project documents and their experience in delivering this type of project. The approved list of deliverables and order of work will be issued by the BATA Project Manager.

#### ***Deliverable:***

0.6 List of Deliverables and Order of Work

## **TASK 1 – EVALUATION AND FINALIZATION OF EXISTING SYSTEM ENGINEERING DOCUMENTS AND REVIEW OF PS&E**

SI Contractor shall review and update the following draft project documents:

- System Engineering Management Plan (SEMP);
- Concept of Operations;
- Functional Requirements;

SI Contractor shall review and provide input on the following draft project documents:

- PS&E developed and managed by the Program Designer and System Manager.

SI Contractor shall hold meetings as needed to request clarification on any portion of these documents that may have an impact on integration activities. SI Contractor shall propose revisions to any of these documents. Any proposed revision may result in modification to the corresponding document(s). After the initial revision, the SI Contractor shall update these documents to reflect any changes every 90 calendar days.

### *Deliverables:*

Updated Project Documents, which shall include:

- 1.1 System Engineering Management Plan (SEMP);
- 1.2 Concept of Operations; and
- 1.3 Functional Requirements.

## **TASK 2 – SUBMITTED DOCUMENTS FRAMEWORK**

SI Contractor shall develop and submit for approval a framework for all documents required by the Scope of Work. The framework shall establish the format, content and requirements of all submittals to ensure a mutually acceptable level of detail and process for document preparation and approval. The framework shall be based on the requirements, guidelines and standards as specified in this RFP. The approved framework shall be strictly followed by the SI Contractor when preparing documents for submittal.

Documents include but are not limited to the following:

1. Detailed Software System Design Document
2. Detailed System Integration Plan
3. Systems Engineering Documentation
4. Implementation Plan, including the cut-over plan
5. Test Plan and Test Results documents
6. Production Environment Hardware and Software Procurement List
7. Verification and Validation Plan
8. Technical Memoranda
9. Operator and Training Manuals
10. Metering Algorithm Logic and Software Design Plan
11. Configuration Management Plan
12. Training Plan
13. Performance Monitoring Plan

14. Operations and Maintenance Plan
15. System and Subsystem Acceptance Test Scripts

*Deliverables:*

- 2.1 Draft, Final and Approved Submitted Document Framework

### **TASK 3 – DESIGN AND DEVELOPMENT OF THE METERING ALGORITHM**

SI Contractor shall first design an algorithm for deployment, taking into account:

- Existing field equipment
  - Vehicle Detection System (VDS) locations
  - VDS configuration
  - metered lane queue detector placement
- Existing metering control policies
- Existing communications network
- Existing parameter set transmitted to / received from ramp metering controller
- The existing roadway network configuration

A comprehensive traffic operational analysis shall be conducted as part of the metering algorithm design including, but not limited to:

- Existing traffic flows and operations
- Different vehicle types
- HOV, FasTrak<sup>®</sup> and cash paying traffic
- Future operations as a result of the new metering algorithm

SI Contractor shall support the simulation modelling of the deployment by Kimley-Horn.

The algorithm design shall also address the following in order to fully deploy the algorithm:

- Additional VDS (if needed)
- Operation with missing traffic data and/or failed communication to metering controller(s)
- Modifications to, or replacement of the existing Caltrans metering controller program

Following the approval of the design documentation the SI Contractor shall proceed with the development of the software for the metering algorithm. All software development shall follow system engineering processes and industry accepted coding, testing and acceptance procedures.

*Deliverables:*

- 3.1 Draft, Final and Approved Metering Algorithm documents (e.g., Detailed Design, Testing)
- 3.2 Tested and Approved Metering Algorithm

### **TASK 4 – OPERATOR WORKSTATION GRAPHICAL USER INTERFACE DESIGN REVIEW**

SI Contractor shall review the Caltrans D4 ATMS Operator Workstation GUI Design document prior to meeting with the Project Team. Screen shots of the current GUI is shown in the ML Concept of Operations provided. SI Contractor shall prepare a GUI design document to modify

the existing Caltrans D4 ATMS GUI, emphasizing a consistent “look-and-feel”, to accommodate the functionality of the new ramp metering system.

*Deliverables:*

4.1 Draft, Final and Approved Graphical User Interface document

**TASK 5 – SYSTEM SOFTWARE DESIGN – HIGH LEVEL AND DETAILED DESIGN**

Based on the requirements and project documents provided, SI Contractor shall develop a detailed software system design document that details all systems, interfaces, hardware and software impacted by the SFOBB ML Project. The detailed system design document shall include high-level system diagrams and subsystem diagrams. Subsystem diagrams and associated technical details are to be developed in subsequent tasks. SI Contractor shall review the existing Caltrans D4 ATMS architecture and configuration to develop and propose modifications required to provide the functionality required. SI Contractor shall perform the necessary system design to modify the existing Caltrans D4 ATMS to implement the functionality to fully integrate the new ramp metering algorithms as well as the CMS and detector data exchange into the traffic operations of the SFOBB. SI Contractor shall document the detailed design for each software module and interface created or modified, adhering to the format of existing Caltrans D4 ATMS System Design Document (SDD) and Interface Design Document (IDD) documents.

SI Contractor shall add approved detailed Design Documents developed in subsequent tasks to the overall detailed Software System Design Document to create a unified document. The following is information that shall be included in the detailed Software System Design:

- A network diagram illustrating the information flows and communications links between all field elements, the Caltrans TMC, and local Toll Plaza workstation;
- A list of the system requirements being wholly or partially addressed with a cross reference to the detailed design elements that address the requirement;
- A detailed description of all computers and related equipment to be implemented including a graphical representation of the logical network;
- A description of all software components to be implemented or interfaced with and a description of how they will interact including a graphical representation;
- A graphical and textual description of all system interfaces (Interface Control Document) and application programming interfaces that will be used;
- A description of significant algorithms and logic implemented in the software. Flow charts or similar graphics shall be included as appropriate;
- Documentation of administrator configuration options and configuration value ranges and constraints;
- Documentation of size and performance constraints such as maximum number of database records, maximum number of users, etc.;
- Mock-ups or examples of proposed user interface web page layouts, dialogs, and use sequences for relevant scenarios described in the SFOBB ML Concept of Operations;

- Include a description of how dynamic elements of user-interfaces refresh. Include a description of timeouts and error conditions and how such conditions are conveyed to the user;
- Identification of specific communications hardware, software, and Internet or other Wide Area Network (WAN) links, and configuration thereof, needed to be brought on-line. Include details of IP address ranges or other sub-network definitions where appropriate; and
- A work plan for the SFOBB ML Project phase, including a description of the logistics and time schedule for providing, integrating, testing, and user training for each component identified in the Detailed Design Documents.
- A description of routine maintenance required, including specific system support tasks that will be needed during the maintenance period.

The detailed Software System Design shall be provided in a format and level of detail sufficient for BATA and Caltrans to use in on-going system maintenance and configuration management. Acceptance by BATA of a detailed Software System Design will not constitute acceptance of any software, or waiver, with regard to any system requirement. Prior to final acceptance of a component, the SI Contractor shall update the relevant detailed Software System Design Documents to reflect any changes made during implementation and acceptance testing.

Following the approval of the design documentation the SI Contractor shall proceed with the development of the software for the Metering Light System. All software development shall follow system engineering processes and industry accepted coding, testing and acceptance procedures.

*Deliverables:*

5.1 Draft, Final and Approved Detailed Software System Design Document

**TASK 6 – DETAILED SYSTEMS INTEGRATION PLAN**

SI Contractor shall develop and submit for approval a detailed integration plan specifying the procedures, methods and strategies to implement the required project elements based on project documents and high-level system requirements provided. This document shall be prepared in parallel with the Detailed System Software Design and Detailed Implementation Plan and updated during project lifecycle.

*Deliverables:*

6.1 Draft, Final and Approved Detailed Systems Integration Plan Document

**TASK 7 – IMPLEMENTATION PLAN**

SI Contractor shall prepare a deployment and implementation plan to keep track of system component implementations. This document shall be prepared in parallel with the Detailed System Software Design and Detailed Systems Integration Plan and updated during the project

life cycle especially as it relates to configuration management. The latest version shall be available to BATA and other team members upon request. The plan shall include the timeframe for software deployment and integration of each project element.

SI Contractor shall develop a detailed Cut-over Plan for each system element including all hardware and software. The Cut-over Plan shall provide detailed steps and procedures for every phase of the cut-over to the new system. SI Contractor shall update the Cut-over Plan as needed.

SI Contractor shall develop Procurement Plan Documents for each task that requires the SI Contractor to procure any hardware or software. The Procurement Plan document shall provide detailed specifications and costs of all hardware and software the SI Contractor is responsible for procuring. SI Contractor shall update the Procurement Plan Document as required throughout the project lifecycle.

*Deliverables:*

- 7.1 Draft, Final and Approved Implementation Plan Document
- 7.2 Draft, Final and Approved Cut-over Plan
- 7.3 Draft, Final and Approved Procurement Plan

**TASK 8 – PRODUCTION ENVIRONMENT HARDWARE AND SOFTWARE PROCUREMENT**

All additional detection or communication field equipment required by the SI Contractor to operate the proposed system, will be provided through the Civil Construction Contract. All other software and hardware needed for the Metering Light System will be provided by the SI Contractor. SI Contractor shall procure equipment and software that is in conformance with the Production Environment Hardware and Software Procurement List. All equipment shall be new and shall not be used in the development or testing environment.

*Deliverables:*

- 8.1 Production Environment Hardware and Software Procurement List
- 8.2 Production Environment Hardware and Software Procurement

**TASK 9 – CENTER TO FIELD COMMUNICATIONS INTEGRATION**

SI Contractor shall perform the following subtasks to establish communication links between field devices and the Caltrans TMC. SI Contractor shall prepare detailed design documents. SI Contractor shall verify each existing and proposed communication link is capable of meeting all system requirements listed in this Scope of Work and project documents. SI Contractor shall develop and execute the Communication Integration test plans in accordance with the Verification Plan.

SI Contractor shall examine the communication links between field cabinets and Caltrans D4 ATMS within 90 days of Notice to Proceed. The SI Contractor shall document all findings and provide updates to the BATA Project Manager.

*Deliverables:*

- 9.1 Draft, Final and Approved Addenda to Detailed Software Design Documents
- 9.2 Draft, Final and Approved Test Procedures
- 9.3 Draft, Final and Approved System Inventory and Review Document
- 9.4 Procurement, configuration, installation and testing of field equipment required to establish center to field communication links.
- 9.5 Testing of all communication links to ensure all requirements are satisfied

## **TASK 10 – TOLL PLAZA WORKSTATION UPGRADES**

SI Contractor shall procure, install, test and integrate equipment required for monitoring the metering lights, cameras, signs, and detection from within the Toll Plaza Building (a layout plan is provided as part of this RFP). An existing office space will be used for on-site operations of the SFOBB ML System designated as the secondary backup TMC. The following items will be installed in the secondary backup TMC:

### ***10.1 Flat Panel Display***

SI Contractor shall procure, install, configure and test a large flat panel display that meets the requirements, to be used to view camera images, as well as traffic condition information the metering lights, CMS and detection devices on the SFOBB ML Project.

SI Contractor shall procure, configure, install, test and integrate a network media player, workstations and other peripheral devices to be used with the flat panel display.

SI Contractor is responsible for proper communication of the network media player, workstations and all other installed traffic operations room and data center components.

### ***10.2 Video Monitoring Integration***

SI Contractor shall configure the display panels and network media player to display images of all BAVU cameras in and around the SFOBB. The flat panel display shall be configured to only display the video feeds from the BAVU CCTV cameras.

SI Contractor is responsible for all internal cabling and conduit work inside the facilities at each of the two locations.

SI Contractor shall coordinate with the Program Manager and System Designer in consultation with the BATA Project Manager at least 30 calendar days prior to installation and configuration of the devices to ensure the cables and devices are installed with minimum disruption.

#### ***Deliverables:***

- 10.1 Draft, Final and Approved Detailed Toll Plaza Workstation Design document
- 10.2 Draft, Final and Approved Test Plan document
- 10.3 Procurement, configuration, installation and testing of flat panel display, work station, Network Media Player, and required cabling and accessories.
- 10.4 Testing of systems, hardware and software to ensure all requirements are satisfied
- 10.5 Integration with Caltrans ATMS

### **TASK 11 – CALTRANS CCTV BAY AREA VIDEO UPGRADE (BAVU) CAMERA INTEGRATION (CALTRANS TMC TO TOLL PLAZA)**

The Civil Construction Contractor is responsible for installing new CCTV cameras at the Toll Plaza. Cameras within the Caltrans right of way will be integrated into Bay Area Video Upgrade (BAVU) in collaboration with Caltrans staff. SI Contractor shall develop a test plan to integrate BAVU into the Toll Plaza work station. SI Contractor shall execute the test plan.

*Deliverables:*

- 11.1 Draft, Final and Approved Detailed BAVU Integration Document
- 11.2 Draft, Final and Approved Test Plan Document

### **TASK 12 – CMS INTEGRATION (FIELD TO CALTRANS TMC AND TO TOLL PLAZA)**

The Civil Construction Contractor is responsible for installing new CMS at the metering lights. SI Contractor is responsible for integration of the new CMS into Caltrans ATMS System. SI Contractor shall prepare a detailed integration document and review work performed by the Civil Construction Contractor. SI Contractor shall develop a test plan in accordance with the Verification Plan. SI Contractor shall execute the test plan.

*Deliverables:*

- 12.1 Draft, Final and Approved Detailed Integration Document
- 12.2 Draft, Final and Approved Test Plan Document
- 12.3 Documented coordination with the Civil Construction Contractor and Project Team to ensure proper installation of field devices and communications links

### **TASK 13 – DEVELOP, IMPLEMENT, INTEGRATE AND TEST CALTRANS D4 ATMS MODIFICATIONS**

SI Contractor shall perform the necessary development, integration and testing to modify existing Caltrans D4 ATMS to implement the functionality to integrate the new ramp metering algorithms as well as the CMS and detector data exchange into the traffic operations of the Bay Bridge. SI Contractor shall procure, install, configure, and test all hardware and software required to achieve these modifications. SI Contractor shall develop the test procedures in accordance with the Verification and Validation Plan as well as the Test Plan. The software shall be checked into the development environment using the software configuration management system and shall be tested independently before installation into the production environment where it shall be integrated within the required hardware and field device interfaces.

*Deliverables:*

- 13.1 Draft, Final and Approved Test Procedures document
- 13.2 Successful execution of the Test Procedures
- 13.3 Test Report and, if needed, Supplemental Test Report(s)
- 13.4 Source Code and Executables

## **TASK 14 – MANUALS**

SI Contractor shall develop manuals for the operation and maintenance of the SFOBB ML system. Operational elements shall include documentation of coding structure, software modules, Caltrans D4 ATMS modifications, and ramp metering algorithms, and administrative procedures. Maintenance elements shall include documentation of routine maintenance, annual maintenance, and troubleshooting. SI Contractor shall also provide all user manuals, technical specifications, backup installation files and handbooks of third-party software components and all hardware components. SI Contractor shall provide five hard copies and an electronic file of each draft, final and approved Manual.

### *Deliverables:*

- 14.1 Draft, Final and Approved Ramp Metering Operator Manual
- 14.2 Draft, Final and Approved Database Administration Manual
- 14.3 Draft, Final and Approved System Administration Manual
- 14.4 Draft, Final and Approved Maintenance Manual
- 14.5 User Manuals

## **TASK 15 – TRAINING**

SI Contractor shall provide training and materials in form of classroom instruction, to all stakeholders responsible for managing, operating, and maintaining any portion of the system. The documents can be training handbooks, manuals, handouts, print out of Microsoft PowerPoint presentations, and other necessary training materials.

SI Contractor shall provide system documentation and other support material to support training and operation of:

- all systems and subsystems
- field devices
- communication infrastructure, and
- any other hardware/software deployed as part of this project.

SI Contractor shall provide training for Caltrans staff and others as required on the:

- operations,
- troubleshooting,
- maintenance,
- configuration, and
- installation of the hardware and software supplied.

Training shall be conducted between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday. At a minimum, training shall be conducted separately for each of three shifts of the Caltrans TMC operators. No training shall be conducted on holidays observed by the State of California.

Training shall consist of both formal classroom presentation (PowerPoint preferred) and hands-on workshops to be conducted at Caltrans facilities (or other facility designated by BATA) following successful completion of acceptance testing. The training shall include at least separate sessions of up to two - eight hours in duration to be conducted for each shift of operators

within a two-week period from the completion of acceptance testing. SI Contractor shall submit an electronic copy of training manuals and handouts to Caltrans for approval 21 days before the start of the training session. Provide 20 hard copies and one electronic final training manuals and materials (e.g., PowerPoint presentations) for Caltrans D4 following the training.

Attendees shall include Caltrans engineering staff, the Caltrans TMC operators and administrators and any other person invited by Caltrans.

*Deliverables:*

15.1 Training Sessions

15.2 Approved Training Manuals and Other Documentation

## **TASK 16 – SYSTEM TESTING**

The System Manager shall develop a Verification Plan. The Verification Plan shall establish requirements, methodologies and procedures needed to validate the functionality and performance of all hardware, software and systems of the SFOBB ML Project. The Verification Plan shall be a comprehensive document and include approved system, subsystem and standalone test plans developed by the SI. The Verification Plan shall include tests and procedures for each component including its interaction with other components. The System Manager shall update the Verification Plan as required to reflect changes throughout the life cycle of the project.

SI Contractor shall perform testing at all levels (pre-install, factory and system acceptance level) as determined by the Verification Plan as well as the approved system, subsystem and standalone test plans developed by the SI. SI Contractor shall perform integrated testing at the subsystem/modification level in the staging environment. SI Contractor shall ensure each component passes all tests prior to arranging the formal test sessions. SI Contractor shall perform system testing to ensure that all components, those provided by SI Contractor and those provided by the Civil Construction Contractor, Caltrans or BATA, work together properly. If a test fails during testing, the SI Contractor shall identify the problem and correct the problem or provide a solution for solving the problem within 14 calendar days. SI Contractor shall inform the BATA Project Manager of the test failures and the reasons of failure and effects on schedule within 24 hours of said failure. SI Contractor shall repeat the test after the problem is resolved until the system passes the test. SI Contractor shall conduct all integration and acceptance tests required to ensure all the systems and subsystems meet all requirements specified in project documents and this Scope of Work. SI Contractor shall conduct unit testing and site acceptance testing of all equipment furnished by the SI Contractor. SI Contractor shall be responsible for developing all test procedures in accordance with the Systems Acceptance Test Plans and the Verification and Validation Plan. The tests shall be conducted as bench testing first then as a real life test during off peak hours, in the presence of the Project Team, unless otherwise directed. SI Contractor shall document all test results according to the System Verification Plan and test plans created by the SI Contractor. The test results shall also include all necessary information for configuration of the devices or system components. The test results shall also include the username, password, and configuration details. SI Contractor shall deliver the test results to the BATA Project Manager for review and approval. SI Contractor shall record test results in the test report and provide pass/fail results to Project Team for review prior to receiving an approval signature from the BATA Project Manager or designated representative.

SI Contractor shall ensure each component passes all tests prior to arranging the formal test sessions. Each test report shall document the outstanding issues. Each formal testing session should be scheduled at least three weeks in advance.

SI Contractor shall allow for a 30 calendar day burn in period before final acceptance. SI Contractor shall combine all test results and provide the final package with all approved test results, along with a request for the final acceptance letter.

*Deliverables:*

- 16.1 Draft, Final and Approved System Acceptance Test Procedures
- 16.2 Draft, Final and Approved System and Subsystem Test Procedures
- 16.3 Draft, Final and Approved Test Results
- 16.4 Documented coordination with the Civil Construction Contractor and Project Team to ensure proper installation of field devices and communications links

## **TASK 17 – ONGOING MAINTENANCE AND SUPPORT**

SI Contractor shall maintain all installed components for one year after system acceptance. In addition to routine maintenance, the SI Contractor shall provide specific system support tasks as identified during the project. SI Contractor shall maintain toll free helpline during business hours and be able to respond to maintenance needs within 12 hours of reporting. A work plan and price for each support task will be negotiated prior to commencement of the work.

Examples of potential support tasks include but are not limited to the following:

- Making a user-requested change to the system software;
- Providing system recovery in case of crash of the system;
- Increasing system reliability when needed;
- Software debugging of new bugs, as required;
- Reviewing system log files;
- Continuously monitoring network devices, ITS devices and other system components;
- Cleaning system cache memory, temporary files, and database systems;
- Ongoing configuration management; and
- Providing additional hardware to replace failed units or as spares, as needed.

SI Contractor shall provide cost estimates and other information for providing additional annual maintenance services including extending the support for future years. The addition of a second year of maintenance services will be optional for BATA. At BATA's sole discretion, BATA may decide to continue maintenance services with the current SI Contractor or any other party.

Where applicable, deliverables under this task will be subject to acceptance testing.

*Deliverables:*

- 17.1 Detailed Maintenance and Support Scope of Work and fee schedule

## **TASK 18 – CALTRANS TECHNICAL SUPPORT**

SI Contractor shall provide technical support to Caltrans staff as directed by the BATA Project Manager. SI Contractor shall maintain a toll free helpline during business hours and be able to respond to support requests within 12 hours of reporting.

Technical support may include the following tasks:

- Configuration of the system hardware
- Configuration of the system software applications
- Development of a systems inventory
- Evaluation of COTS hardware or software
- System Testing Support

SI Contractor shall submit a fee schedule and detailed scope of work upon request by the BATA Project Manager. The fees will be based on a time and materials basis.

### *Deliverables:*

18.1 Detailed Scope of Work and fee schedule as needed

## **TASK 19 – AS-NEEDED SUPPORT SERVICES**

At BATA's discretion, SI Contractor shall provide as-needed additional support services, including, but not limited to software enhancements, construction support, developing and reviewing as-built, etc.

All required services will be authorized by Task Order, initiated and developed according to the Task Order Process described in Attachment A-1 of *Appendix D, BATA Standard Contractor Contract*.

### *Deliverables:*

As defined in each Task Order.

## **APPENDIX B, COST PROPOSAL**

Documents in fillable format are available for download on the BATA procurements page at <http://procurements.mtc.ca.gov/>.

- Appendix B-1, Cost Allocation and Pricing Summary
- Appendix B-2, Rate Breakdown
- Appendix B-3, Cost and Price Analysis Form

**APPENDIX B-1, COST ALLOCATION AND PRICING SUMMARY**

Document is available for download on the BATA procurements page at <http://procurements.mtc.ca.gov/>.

APPENDIX B-1 COST ALLOCATION AND PRICING SUMMARY									
ITEM	METHOD	UNIT	COST	MILESTONES					Corresponding SOW task #
				Approved Design = 10%	Completed Development = 40%	Accepted Testing = 25%	Accepted Implementation = 25%	Accepted Implementation = 20%	
<b>1. System Software Capabilities (Design, development, testing and implementation)</b>									
1.1. Metering Algorithm	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3, 5
1.2. Graphical User Interface	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4, 5
1.3. User Profiles	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,
1.4. Event/Incident Operations	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,
1.5. Data Collection, Performance metrics and Reporting	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,
1.6. Integration									
1.6.1. COTS	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5, 6
1.6.2. ATMS	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5, 6, 9, 11, 12, 13
1.6.3. CCTV	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5, 6, 9, 10, 11
1.6.4. CMS	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5, 6, 9, 12
<b>2. Hardware System Capabilities (Design, furnish, install, test and implement)</b>									
2.1. Equipment	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8
2.2. Communications Network	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 9
2.3. System Failure/Redundancy	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 9
2.4. Network Security	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 9
2.5. Workstations									
2.5.1. Caltrans	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 13
2.5.2. Toll Plaza	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 10
2.5.3. BATA	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8
2.6. Toll Plaza Display	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8, 10
<b>3. Maintenance Support and Warranty (per year for 3 years)</b>									
3.1. Design & Deployment period (included in pricing)	Included								
3.2. First year warranty (included in pricing)	Included								
3.3. Software Maintenance support for 3 one-year periods	FFP	3							17
<b>4. Documentation</b>									
4.1. System Engineering documents	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1, 7
4.2. System Testing	FFP	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9, 10, 11, 12, 13, 16
<b>5. Training</b>									
5.1. Manuals (5 sets and 1 electronic of each)	FFP	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14
5.2. Sessions									
5.2.1. Preparation of materials and first training session	FFP	1							15
5.2.2. Additional sessions (per session for 8 sessions)	FFP	8							15
<b>6. Project Management &amp; Coordination (for initial 2.5 years)</b>									
6.1. Caltrans Technical Support (per year for 3 years)	T&M	2.5							0, 2
7. Caltrans Technical Support (per year for 3 years)	T&M	3							18
8. Performance and Payment bonds and Escrow cost	Lump Sum	1							5, 6, 7, 8, 13
<b>TOTAL PRICE</b>			\$ -						

NOTES:  
 Proposers should fill in all empty white cells in the COST Column in Column D. Light grey cells indicate formulas, which should not be changed.  
 This spreadsheet contains no links to other spreadsheets in this workbook. Proposers may refer to other sheets within workbook as appropriate.  
 T&M: Time and Materials  
 FFP: Firm Fixed Price

### APPENDIX B-2, RATE BREAKDOWN

Document is available for download on the BATA procurements page at <http://procurements.mtc.ca.gov/>.

APPENDIX B-2 RATE BREAKDOWN										
Name/Classification	Contract Year	Actual Hourly Rate and/or Average Hourly Rate	Fringe Benefit/Labor Overhead %	G&A %	Fee Profit %	Fully Burdened Rate	Fully Burdened Overtime Rate	Effective Dates	of Hourly Rate	Escalation Increase % (applied to subsequent year)
								From:	To:	
Person #1	Year 1 (7/1/16 - 06/30/17)									
	Year 2 (07/01/17 - 06/30/18)									
	Year 3 (07/01/18 - 06/30/19)									
	Year 4 (07/01/19 - 06/30/20)									
	Year 5 (07/01/20 - 06/30/21)									
Person #2	Year 1 (7/1/16 - 06/30/17)									
	Year 2 (07/01/17 - 06/30/18)									
	Year 3 (07/01/18 - 06/30/19)									
	Year 4 (07/01/19 - 06/30/20)									
	Year 5 (07/01/20 - 06/30/21)									
Classification #1	Year 1 (7/1/16 - 06/30/17)									
	Year 2 (07/01/17 - 06/30/18)									
	Year 3 (07/01/18 - 06/30/19)									
	Year 4 (07/01/19 - 06/30/20)									
	Year 5 (07/01/20 - 06/30/21)									

**NOTES:**

1. For all key team members that are listed on the Proposer's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
2. For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note any employees/classifications that are subject to prevailing wage requirements with an asterisk (\*).
4. Form above contains no formulas; Proposers may enter formulas as appropriate to complete the table.

**APPENDIX B-3, COST AND PRICE ANALYSIS FORM**

Document is available for download on the BATA procurements page at <http://procurements.mtc.ca.gov/>.

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals", for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.				PURCHASE REQUEST NUMBER
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR (Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center		Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				

14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				
15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ( ) NO ( ) YES <i>(IF YES, NAME AGENCY NEGOTIATING RATES)</i>		
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL	
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
<b>CERTIFICATE</b>				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he as, __has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he as, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES:		STATE INCORPORATED IN:		
<input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000				
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR			

**APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BATA’s commissioners include:

Alicia C. Aguirre  
Tom Azumbrado  
Jason Baker  
Tom Bates  
David Campos  
Dave Cortese

Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sam Liccardo  
Mark Luce

Julie Pierce  
Libby Schaaf  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Scott Wiener

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BATA commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BATA commissioners in the three months following the award of the contract?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX D, BATA STANDARD CONTRACTOR CONTRACT**

PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA TOLL AUTHORITY

and

**NAME OF SI CONTRACTOR**

for

SAN FRANCISCO-OAKLAND BAY BRIDGE (SFOBB) METERING LIGHTS SYSTEM  
UPGRADE PROJECT SYSTEM INTEGRATOR

FISCAL YEARS 2015-2016 to 2017-2018

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PROFESSIONAL SERVICES AGREEMENT

Between BAY AREA TOLL AUTHORITY

And INSERT NAME OF SI CONTRACTOR

For THE SAN FRANCISCO-OAKLAND BAY BRIDGE (SFOBB) METERING LIGHTS  
SYSTEM UPGRADE PROJECT SYSTEM INTEGRATOR

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the xx day of Month, 20\_\_\_, by and between the Bay Area Toll Authority (herein called “BATA”), established pursuant to Streets and Highways Code § 30950 *et seq.*, and INSERT NAME OF SI CONTRACTOR, (herein called “SI CONTRACTOR”), a partnership, \_\_\_\_\_[state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of \_\_\_\_\_.

**RECITALS**

WHEREAS, BATA issued a Request for Proposal for a System Integrator to design, develop, test, and implement the San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights System Upgrade Project (herein called the “Project”); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of BATA; and

WHEREAS, the parties hereto now wish to enter into this Agreement pursuant to which SI CONTRACTOR will render professional services in connection with the Project as hereinafter provided;

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1. AGREEMENT

1.1.1. Documents Comprising Agreement

The SFOBB Metering Lights System Integrator Upgrade Project Agreement consists of the following signed documents, in order of precedence:

- a. Contract Amendments;
- b. Agreement terms and conditions, including Approved Project Schedules and Approved System Design Document;
- c. Attachment A, Scope of Work, including its Attachments;
- d. The Request for Proposal dated \_\_\_\_\_, as revised by any Addenda issued;
- e. SI Contractor's Proposal dated \_\_\_\_\_, as revised by Best and Final Offer dated \_\_\_\_\_.

If the above order of precedence does not resolve a conflict, the BATA Project Manager shall make a determination of the appropriate interpretation, which SI CONTRACTOR agrees to implement, subject to the claims procedure in Article 20. In the event of a conflict between one or more provisions within one of the contract documents listed above, the more stringent provision with respect to SI CONTRACTOR's duties and responsibilities shall prevail.

#### 1.1.2. Agreement Interpretation

The documents comprising the Agreement are intended to be complementary, and to fully describe and provide for a complete Project. The parties agree that an interpretation that supports such intent shall be given precedence over one that does not. If the ambiguity allows more than one possible interpretation supporting the intent of a complete product and the references above do not resolve the ambiguity, the BATA Project Manager shall make a reasonable determination of the appropriate interpretation.

Where appropriate: references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including" "includes" and "include" shall be deemed to be followed by the words "without limitation," unless otherwise indicated; references to articles or tasks are to this Agreement and include all sub-articles or subtasks under the article or section referenced; words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings; references to "persons" include their respective permitted successors and assigns and, in the case of "governmental persons," persons succeeding to their respective functions and capacities; and words of any gender used herein shall include the other gender where appropriate. Unless otherwise specified, lists contained in the Agreement describing or defining the Work shall not be deemed all-inclusive.

#### 1.2 SCOPE OF SERVICES

SI CONTRACTOR's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. SI CONTRACTOR agrees to perform or

secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Stephen Baker, (herein called “BATA Project Manager”). The BATA Project Manager is responsible for communication with SI CONTRACTOR and the administration of this Agreement. BATA’s Executive Director or designated representative may substitute a new BATA Project Manager by written notice to SI CONTRACTOR.

SI CONTRACTOR’s point of contact and the individual authorized to communicate to BATA on behalf of SI CONTRACTOR is **INSERT NAME OF SI CONTRACTOR’S PROJECT MANAGER** (“SI CONTRACTOR Project Manager”). A change in the SI CONTRACTOR Project Manager requires BATA’s prior written approval.

In the performance of its services, SI CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of SI CONTRACTORS with special expertise in providing such services, and SI CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

### 1.3 PROGRESS REPORTS

SI CONTRACTOR shall provide BATA with monthly progress reports according to the schedule and form approved by the BATA Project Manager.

### 1.4 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the BATA Project Manager, SI CONTRACTOR shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subcontractors, subcontractor utilization, and if applicable, certified payrolls, to the BATA Project Manager or his or her designee via one or more web-based systems designated by BATA to which BATA will provide SI CONTRACTOR with system access. BATA may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

## 2. PERIOD OF PERFORMANCE

SI CONTRACTORS services hereunder shall commence on or after \_\_\_\_\_, 20\_\_\_\_, and shall be completed no later than \_\_\_\_\_, 20\_\_\_\_, unless extended by a duly executed amendment or earlier terminated, as hereinafter provided. SI CONTRACTORS services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

### 3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, BATA will pay SI CONTRACTOR for its services as described in Attachment A, Scope of Work, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors' costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, not to exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$\_\_\_\_\_)**] ("Maximum Payment"). BATA shall make payments to SI CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to BATA at [acctpay@mtc.ca.gov](mailto:acctpay@mtc.ca.gov) or in writing to:

Attention: Accounting Section  
Bay Area Toll Authority  
Joseph P. Bort MetroCenter  
101 - 8th Street  
Oakland, CA 94607-4700

Payment shall be made by BATA within thirty (30) days of receipt of an acceptable invoice, approved by the BATA Project Manager or a designated representative.

### 4. KEY PERSONNEL

The key personnel to be assigned to this work by SI CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the BATA Project Manager or a designee. SI CONTRACTOR shall maintain records documenting compliance with this Article, and such records shall be subject to the audit requirements of Article 15. SI CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. BATA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

### 5. AMENDMENTS

BATA reserves the right to request changes in the services to be performed by SI CONTRACTOR. All such changes shall be incorporated in written amendments that specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and SI

CONTRACTOR and specifically identified as amendments to the Agreement. The BATA Project Manager is not a designated representative, for purposes of approving an amendment.

## 6. TERMINATION

A. Termination for Convenience. BATA may terminate this Agreement for convenience, in whole or in part, at any time by written notice to SI CONTRACTOR. Upon receipt of notice of termination, SI CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BATA. SI CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables, SI CONTRACTOR shall be paid for hours worked and reimbursed for authorized expenses, plus reasonable termination costs, not to exceed the maximum amount payable for the terminated work. For terminated deliverables-based Task Orders, SI CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, SI CONTRACTOR shall be paid for hours worked, plus authorized expenses and reasonable termination costs, not to exceed the maximum amount payable under the terminated Task Order. If SI CONTRACTOR has any property in its possession belonging to BATA, SI CONTRACTOR will account for the same, and dispose of it in the manner BATA directs. Except as provided above, BATA shall not in any manner be liable for SI CONTRACTOR's actual or projected lost profits had SI CONTRACTOR SI CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if SI CONTRACTOR fails to comply with any other material provision of the Agreement, BATA may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination to SI CONTRACTOR, setting forth the manner in which SI CONTRACTOR is in default. If SI CONTRACTOR does not cure the breach or describe to BATA's satisfaction a plan for curing the breach within the fifteen (15) day period, BATA may terminate the Agreement for default. In the event of such termination for default, SI CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: SI CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. SI CONTRACTOR shall be paid for hours worked and reimbursed for authorized expenses, not to exceed the maximum amount payable for the terminated work. For terminated deliverables-based Task Orders, SI CONTRACTOR shall be

reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, SI CONTRACTOR shall be paid for hours worked, plus authorized expenses, not to exceed the maximum payable under the terminated Task Order. Such reimbursement will be offset by any costs incurred by BATA to complete work required under the Agreement. In no event shall BATA be required to reimburse SI CONTRACTOR for any costs incurred for work causing or contributing to the default. If SI CONTRACTOR has any property in its possession belonging to BATA, SI CONTRACTOR will account for the same, and dispose of it in the manner BATA directs. BATA shall not in any manner be liable for SI CONTRACTORs actual or projected lost profits had SI CONTRACTOR completed the services required by this Agreement.

C. If it is determined by BATA that SI CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of SI CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of SI CONTRACTOR, BATA, after setting up a new delivery or performance schedule, may allow SI CONTRACTOR to continue work, or treat the termination as a termination for convenience.

## 7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

SI CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to BATA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

### 7.1. PERMITS AND LICENSES

Except as may be otherwise indicated, SI CONTRACTOR shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the work.

## 8. INDEPENDENT CONTRACTOR

SI CONTRACTOR is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any agreement in the name of BATA. SI CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by SI CONTRACTOR who are assisting in the performance of services under this Agreement. SI CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social

security, withholding tax and all other laws and regulations governing such matters. SI CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

## 9. INDEMNIFICATION

### 9.1 GENERAL

To the maximum extent permitted by law, SI CONTRACTOR shall indemnify, keep and hold harmless BATA and those entities (if any) identified as additional insureds in *Attachment E, Insurance and Financial Security (Bond) Provisions*, and their commissioners, directors, officers, agents, and employees (“BATA Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by SI CONTRACTOR caused by any breach of the Agreement or negligent act or omission or willful misconduct of the SI CONTRACTOR or its officers, employees, subconsultants or agents.

SI CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the BATA Indemnified Parties, SI CONTRACTOR shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable.

### 9.2 PATENT AND COPYRIGHT INFRINGEMENT

SI CONTRACTOR shall indemnify, defend and hold harmless BATA Indemnified Parties, and any or all of their commissioners, officers, and employees, including temporary BATA employees, from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys’ fees and related costs, whether or not litigation has commenced) arising out of, relating to, or based on the allegation that work performed or delivered by SI CONTRACTOR for the SFOBB ML Project or any portion thereof, or that any portion of the Project that was performed or delivered by SI CONTRACTOR, infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that (a) BATA notifies SI CONTRACTOR in writing promptly but not more than thirty (30) days after BATA has actual notice of the claim; and (b) BATA gives SI CONTRACTOR information and reasonable assistance for the defense. If SI CONTRACTOR fails or refuses to defend any such claim, BATA may assume control of the defense, and SI

CONTRACTOR shall indemnify and hold BATA harmless for all fees, costs and expenses associated with or arising from such defense.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

#### 10. DATA TO BE FURNISHED BY BATA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“BATA Data”) made available to SI CONTRACTOR by BATA for use by SI CONTRACTOR in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by SI CONTRACTOR’s use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by SI CONTRACTOR in the context of the Project shall be the property of BATA and subject to the provisions of Article 11. Neither the SI CONTRACTOR nor its subcontractors will be permitted to use or disseminate any BATA Data outside of the context of the Project without the prior written approval of BATA. All authorized uses of BATA Data by the Contractor outside of the context of the Project shall include a copyright notice on behalf of BATA.

#### 11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, executable code and documentation revisions, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared, developed, or assembled and furnished to BATA by SI CONTRACTOR or its subcontractors pursuant to this Agreement shall be and are the property of BATA. BATA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of SI CONTRACTOR or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BATA. SI CONTRACTOR hereby assigns to BATA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. SI CONTRACTOR also agrees to execute all papers necessary for BATA to perfect its ownership of the rights in the Work Product. Notwithstanding the above, “Work Products” are not intended nor shall they be construed to include SI CONTRACTOR’s pre-existing intellectual property secured, developed, written, or produced by SI CONTRACTOR prior to the execution of this

Agreement or developed concurrently with this Agreement but not specifically for this Agreement; SI CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

SI CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to BATA, and SI CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to BATA.

SI CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

In the case of software developed and paid for (in whole or in part) under this Agreement, in addition to the source code and source code documentation, the SI CONTRACTOR shall make available to BATA, upon request, a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers, as well as any other items not readily available to BATA in the commercial marketplace. In addition, throughout the maintenance period of this Agreement, SI CONTRACTOR shall provide BATA, as Work Products, source code and source code documentation for any and all modifications, updates, fixes, utilities and libraries.

11.1. Not Used.

## 11.2 RESTRICTION ON USE OF WORK PRODUCTS

Neither the SI CONTRACTOR nor its subcontractors will be permitted to use or disseminate any Work Products outside of the context of the Project without the prior written approval of BATA. All authorized uses of Work Products by the SI CONTRACTOR outside of the context of the Project shall include a copyright notice on behalf of BATA.

A draft Work Product is considered by BATA to be confidential information unless it is incorporated into a Work Product that becomes a public document or is released by BATA to the public in another form. Neither SI CONTRACTOR nor its subcontractors shall use, publish, or base other work on such draft Work Products, without the prior written consent of BATA.

### 11.3 CONTRACTOR SOFTWARE

SI CONTRACTOR or its subcontractors and/or third party licensors of software shall retain ownership of the copyright to any software programs, code, materials or data used in the performance of this project that pre-exist this Agreement; are developed outside its scope of services; or are a new translation, version or derivative of an existing program, code, material or method that is the intellectual property of SI CONTRACTOR, its subcontractors, or a third party licensor of software (“Contractor Data”), provided that for pre-existing software to be considered Contractor Data, it must be identified in Attachment H, Contractor Software.

SI CONTRACTOR hereby grants, and shall require any applicable subcontractor also to grant, to BATA a nonexclusive, royalty-free, irrevocable, perpetual, assignable license to use, copy, translate, modify, publish or disclose Contractor Data for the benefit and operation of the Project, effective upon payment under this Contract to SI CONTRACTOR for such materials, provided that BATA agrees that it will not publish or disclose Contractor data to which the “trade secret” privilege, as defined in California Evidence Code Section 1061 would apply. BATA may exercise its license through a sublicense to a third party, without the approval of SI CONTRACTOR or its subcontractors, if applicable. In addition, BATA shall be entitled to use, translate, modify, adapt or license Contractor Data to third parties including the source code for the exclusive use and operation of the Project, without the consent of the SI CONTRACTOR.

With the exception of standardized commercially available third-party software, as defined in Article 11.4, Commercial Software, below, all source code, including source code to modifications, updates, fixes, utilities and libraries, as well as detailed source code documentation for such source code, shall be deposited in escrow prior to System Acceptance. Source code documentation shall be sufficient to allow for compiling and testing of the source code including at a minimum a list of applicable proprietary software development tools. Source code documentation shall provide detail on the third party commercially available software used in conjunction with the system including name, version, sub-version number and release date. It shall also include documentation on how the third party commercially available software is linked to the system software. Additionally, the SI CONTRACTOR agrees to include in the escrow the identities of and most current available contact information for one or more qualified programmers who had or have responsibility for the creation of the Software and the methodology such that they can explain the source code and the methodology and otherwise be used as system references. Every twelve (12) months for the duration of the maintenance period and within 30 days following a major software change, the latest version of the source code and detailed source code documentation shall be placed in escrow. Additionally, BATA may request additional escrow deposits at BATA’s cost. If BATA requests such a deposit, it shall be complete within 30 days of request by BATA. BATA shall have the right to retain the services

of a reputable expert to compile and test the source code and documentation deposited in the escrow account to determine that they are sufficient to permit BATA to exercise its rights to access such source code and documentation, at BATA's cost, subject to such expert's signing a nondisclosure agreement with the SI CONTRACTOR or subcontractor owning the software. Should assistance be required of SI CONTRACTOR during this process, SI CONTRACTOR will be given a contract amendment in accordance with the terms of the Contract to provide such services on a time and materials basis. Other than those costs associated with additional escrow deposits made at BATA's request, Contractor is responsible for all costs associated with maintaining the escrow account. Such amounts are included in the Appendix B-1, Cost Allocation and Pricing Summary under Line Item #8.

The escrow agreement shall include a release provision providing for the escrowed software and source code to be released to BATA: (1) in the event that SI CONTRACTOR ceases to function as a going concern; makes an assignment for the benefit of creditors; becomes the subject of a proceeding in bankruptcy, receivership, insolvency or similar laws, which proceeding is not dismissed within thirty (30) days after it is instituted; or liquidates, dissolves or sells substantially all of its assets or is purchased by another company; (2) in the event that SI CONTRACTOR is unable or fails to adequately and at reasonable cost to BATA support and maintain the licensed software, after receiving reasonable notice from BATA of such failure and Contractor's failure to cure as set forth in the notice; (3) in the event that SI CONTRACTOR materially breaches its agreement with BATA in a manner that directly interferes with BATA's ability to use the licensed software as agreed; or (4) on the final acceptance date or, if earlier terminated pursuant to Article 6 on or before the effective termination date.

#### 11.3.1 BANKRUPTCY

SI CONTRACTOR hereby agrees and consents that, in the event an order for relief under the United States Bankruptcy Code has been entered with respect to BATA, BATA shall be permitted to assume this Agreement and all licenses to it from SI CONTRACTOR set forth in this Agreement (the "License") pursuant to 11 U.S.C. § 365, notwithstanding any right SI CONTRACTOR may have pursuant to 11 U.S.C. §365(c)(1) to object to such assumption. This consent shall constitute an irrevocable consent pursuant to 11 U.S.C. § 365 (c)(1)(B), but only consent with respect to BATA's assumption of the License and not consent to any assignment of the License.

#### 11.4 COMMERCIAL SOFTWARE

Commercial Software that is approved for use under this Contract is listed in Attachment H-1, Commercial Software. SI CONTRACTOR shall secure and administer all licenses or

sublicenses for standardized commercially available software used for the Project and shall provide to BATA copies of such licenses, along with any documentation provided by the third party suppliers. SI CONTRACTOR shall not be required to furnish to BATA the source code to third party software, the right to make copies (other than back-up or archival copies), or the right to modify the software. However, SI CONTRACTOR shall secure licenses to commercial software that authorize BATA to allow third parties to use such software in connection with the Project.

Licenses or sublicenses shall name BATA as licensee, where possible and consistent with Contractor's obligations under this Agreement. Otherwise, SI CONTRACTOR shall be named as licensee. In that case, at least six months prior to the end of the Contract term, SI CONTRACTOR shall begin efforts either to assign such licenses or sublicenses to BATA or BATA's designee or, if such assignments are not practicable, to provide BATA with sufficient information to enable it to secure the licenses or sublicenses necessary for the continued operation of the Project.

#### 11.5 OPEN SOURCE/FREWARE AND OTHER SOFTWARE

Open Source/Freeware is defined as software for which the source code is made freely available for use, modification, and redistribution. Open Source/Freeware also includes software that is neither a Work Product, as defined in Article 11, Ownership of Work Products, nor contractor software or commercial software, as defined in Articles 11.3, Contractor Software and Article 11.4, Commercial Software, respectively.

Open Source/Freeware that is approved for use under this Contract is listed in Attachment H-2, Open Source/Freeware and Other Software. Contractor shall not use any other Open Source/Freeware on Project without the prior written approval of BATA. Requests for approval shall be in writing and include the name, version, functionality, origin of software source, availability of source, author, technical documentation, integration and security issues, justification for use, and copies of applicable licenses. Contractor agrees to service and maintain all open source/freeware approved for use.

Contractor represents and warrants the following: (a) that the licenses for any Open Source/Freeware used in the Project allow the use of Open Source/Freeware in Project by, for, and on behalf of BATA; (b) there are no charges connected to any licenses for any Open Source/Freeware used in the Project or that it has fully covered any such charges; and (c) the use of Open Source/Freeware will not conflict with or otherwise impair BATA's intellectual property and work product ownership rights set forth under this Article 11.

Prior to System Acceptance, SI CONTRACTOR shall deposit in escrow all source code to Open Source Freeware used on Project, including source code to modifications, updates, fixes, utilities and libraries, as well as detailed source code documentation for such source code. The provisions of Article 11.3, Contractor Software, relative to the escrow deposits, escrow account, and escrow agreement are likewise applicable to deposits in connection with Open Source/Freeware.

## 12. SUBCONTRACTS

A. Subcontractors approved by BATA for subcontract work under this Agreement are listed in Attachment G, Subcontractor List, attached hereto and incorporated herein by this reference. Any subcontractors must be engaged under written contract with SI CONTRACTOR with provisions allowing SI CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of SI CONTRACTOR. Any substitution of subcontractors listed in Attachment G must be approved in writing by BATA's Project Manager in advance of assigning work to a substitute subcontractor.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BATA and any subcontractors, and no subcontract shall relieve SI CONTRACTOR of his/her responsibilities and obligations hereunder. SI CONTRACTOR agrees to be as fully responsible to BATA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by SI CONTRACTOR. SI CONTRACTOR's obligation to pay its subcontractors is an independent obligation from BATA's obligation to make payments to SI CONTRACTOR.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

## 13. ASSIGNMENT OF AGREEMENT

SI CONTRACTOR shall not assign this Agreement, or any part hereof without prior express written consent of the BATA Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

## 14. RECORDS

SI CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate

reasonable, allowable, and allocable project costs. SI CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

#### 15. AUDITS

SI CONTRACTOR shall permit BATA and BATA's authorized representatives to have access to SI CONTRACTORs books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. SI CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

SI CONTRACTOR further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that BATA or any of BATA's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

#### 16. NOTICES

Except for invoices submitted by SI CONTRACTOR pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To BATA:	Attention: Stephen Baker Bay Area Toll Authority 101 - 8th Street Oakland, CA 94607-4700 Email: sbaker@mtc.ca.gov Fax: (510) 817-5848
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To SI CONTRACTOR:	Attention: <b>Insert Name of Appropriate Person</b> <b>SI CONTRACTORs name</b> <b>SI CONTRACTORs address</b> <b>SI CONTRACTORs address</b> <b>Email: X</b> <b>Fax: X</b>
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#### 17. SOLICITATION OF CONTRACT

SI CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for SI CONTRACTOR, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for SI CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, BATA shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from SI CONTRACTORs maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

## 18. PROHIBITED INTERESTS

SI CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to BATA. SI CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of BATA, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, SI CONTRACTOR further covenants that it has made a complete disclosure to BATA of all facts of which SI CONTRACTOR is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of BATA (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by BATA.

### 18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

SI CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BATA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

SI CONTRACTOR shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement SI CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, SI CONTRACTOR shall immediately provide BATA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. SI CONTRACTORs written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, BATA becomes aware of an organizational conflict of interest in connection with SI CONTRACTORs performance of the work hereunder, BATA shall similarly notify SI CONTRACTOR. In the event a conflict is presented, whether disclosed by SI CONTRACTOR or discovered by BATA, BATA will consider the conflict presented and any alternatives proposed and meet with SI CONTRACTOR to determine an appropriate course of action. BATA's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject SI CONTRACTOR to damages incurred by BATA in addressing organizational conflicts that arise out of work performed by SI CONTRACTOR, or to termination of this Agreement for breach.

## 19. LAWS AND REGULATIONS

SI CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of any such government, including but not limited to BATA, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on BATA as a recipient of federal or state funds are hereby in turn imposed on SI CONTRACTOR.

## 20. CLAIMS OR DISPUTES

SI CONTRACTOR shall be solely responsible for providing timely written notice to BATA of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is BATA's intent to investigate and attempt to resolve any SI CONTRACTOR claims before SI CONTRACTOR has performed any disputed work. Therefore, SI CONTRACTORs failure to provide timely notice shall constitute a waiver of SI CONTRACTORs claims for additional compensation and/or time.

SI CONTRACTOR shall not be entitled to the payment of any additional compensation for

any cause, including any act, or failure to act, by BATA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BATA due written notice of a potential claim. The potential claim shall set forth the reasons for which SI CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to BATA prior to the time that SI CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, SI CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BATA, and shall be governed by all applicable provisions of the Agreement. SI CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves SI CONTRACTORs claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to SI CONTRACTORs claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or BATA may terminate the Agreement.

## 21. REMEDIES FOR BREACH

In the event SI CONTRACTOR fails to comply with the requirements of the Agreement in any way, BATA reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BATA or SI CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 22. TEMPORARY SUSPENSION OF WORK

BATA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as BATA may deem necessary. The suspension may be due to the failure on the part of SI CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of SI CONTRACTOR. SI CONTRACTOR shall comply immediately with the written order of BATA to suspend the work wholly or in part. The suspended work shall be resumed when SI CONTRACTOR is provided with written direction from BATA to resume the work.

If the suspension is due to SI CONTRACTORs failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of SI CONTRACTOR, all costs shall be at SI CONTRACTORs expense and no schedule extensions will be provided by BATA.

In the event of a suspension of the work, SI CONTRACTOR shall not be relieved of SI CONTRACTORs responsibilities under this Agreement, except the obligations to perform the work that BATA has specifically directed SI CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of SI CONTRACTOR, suspension of all or any portion of the work under this Section may entitle SI CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

## 23. WARRANTIES

### 23.1. WARRANTY TERM

The SI CONTRACTOR's warranties under Articles 23.2 and 23.5 shall begin at Agreement execution and remain in effect for one year from the date of Final System Acceptance. The SI CONTRACTOR's warranties under Article 23.3 and Article 23.4 shall commence at agreement execution and shall be perpetual.

### 23.2. SI CONTRACTOR WARRANTIES

SI CONTRACTOR's warranties shall be in accordance with Attachment A, Scope of Work. SI CONTRACTOR warrants that all materials, equipment, and other hardware items provided by the SI CONTRACTOR for the Project (a) shall meet the applicable requirements of Attachment A, (b) shall be new at the time furnished, and (c) shall be free of all liens, encumbrances and other rights and interests of third parties. SI CONTRACTOR, at its option, will, at no charge, either repair any warranted product not meeting these requirements with new or reconditioned parts, or replace it with the same or an equivalent product. Repaired or replaced hardware products are warranted for the balance of the original applicable warranty period. All removed parts shall become the property of SI CONTRACTOR.

SI CONTRACTOR warrants that project software will be free from defects that materially vary from the functional requirements and specifications in the Agreement. In addition, SI CONTRACTOR makes no independent warranty as to any commercial off-the-shelf Software; however, SI CONTRACTOR will pass along the software provider's warranty, to the extent the terms of such warranty permit it.

BATA shall notify the SI CONTRACTOR in writing, including by e-mail, or by telephone confirmed in writing, after discovery of a discrepancy or defect covered by the

warranties set forth herein. SI CONTRACTOR's warranty responsibilities hereunder shall be contingent upon BATA providing such notice within the Agreement's warranty period, except that if such discrepancy or defect is one of which SI CONTRACTOR knew or should have known, as a result of its maintenance responsibilities under the Agreement, such notice shall be deemed given. As soon as practicable, and in any event within ten (10) days after receiving BATA's notice, the SI CONTRACTOR shall propose a recommended method of correcting the discrepancy or defect that meets all requirements of the Agreement and involves the least loss of operating time.

If BATA determines that it would be inefficient or impractical for the SI CONTRACTOR to perform the corrective work, or that the SI CONTRACTOR is unwilling or unable, for whatever reason, to perform the corrective work in the manner or within the time required by the Agreement, BATA reserves the right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. If such corrective work by BATA or another firm or entity occurs because SI CONTRACTOR is unwilling or unable to perform the work in accordance with the Agreement, such corrective work shall be at SI CONTRACTOR's expense, provided that SI CONTRACTOR is kept informed as to the details and costs of any such corrective work. The party performing such corrective work shall warrant the corrective work performed directly to BATA.

Unless otherwise required by BATA, the SI CONTRACTOR shall perform the corrective work required to satisfy this warranty as rapidly as practicable, and in any event within sixty (60) days from the date such corrective work was begun, unless the extent of the corrective work reasonably requires a longer period of performance. The SI CONTRACTOR shall perform the corrective work and shall procure required materials using the fastest means available in order to minimize BATA's loss of operating time.

### 23.3. PATENT AND COPYRIGHT WARRANTY

SI CONTRACTOR represents and warrants that it will have all necessary patent, copyright, and any other necessary intellectual property rights to Work Products, software, and other deliverables furnished by SI CONTRACTOR under the Agreement (referred to in this Article 23.3 as "Such Deliverables").

In case any Such Deliverables or its use under the Agreement is held to constitute an infringement of the patent rights or copyrights of a third party and its use is enjoined, the SI CONTRACTOR, at the SI CONTRACTOR's sole cost and expense, shall promptly and in consultation with BATA: (a) secure for BATA the right to continue using said Such Deliverables by suspension of the injunction or by procuring a royalty-free, perpetual, and transferable license(s); or (b) replace Such Deliverables with a non-infringing substitute that meets the

requirements of the Agreement; or (c) modify Such Deliverables so that they become non-infringing, consistent with the requirements of the Agreement; or (d) if (a) through (c) are not reasonably practicable, remove Such Deliverables and refund to BATA the sums paid therefore without prejudice to any other rights of BATA. If the amount of time necessary to proceed with one of these options is deemed excessive by BATA, BATA may direct the SI CONTRACTOR to select another option or risk default. Nothing in this Article shall be deemed to limit or condition BATA's rights under Article 9.2.

#### 23.4. TITLE WARRANTY

SI CONTRACTOR warrants that it owns or will own, and has or will have, good and marketable title to all goods, materials, equipment, tools, supplies, systems or equipment furnished or to be furnished, by it and its subcontractors that become part of the SFOBB ML Project or are purchased for BATA for the operation, maintenance or repair thereof, free and clear of all encumbrances.

SI CONTRACTOR warrants that the title conveyed under the terms of this Agreement shall be good and that all goods, materials, equipment, tools, supplies, systems or equipment shall be delivered to the Site free from all security interests or other liens or encumbrances. SI CONTRACTOR also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools, supplies, systems or equipment.

#### 23.5 WARRANTY OF SERVICES

A. In the performance of its services, SI CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

B. In the event that any services provided by SI CONTRACTOR hereunder are deficient because of SI CONTRACTORs or a subcontractor's failure to perform said services in accordance with the warranty standards set forth above, BATA shall report such deficiencies in writing to SI CONTRACTOR within a reasonable time. BATA thereafter shall have:

1. The right to have SI CONTRACTOR re-perform such services at SI CONTRACTOR's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from SI CONTRACTOR if within 30 days after written notice to SI CONTRACTOR requiring such re-performance, SI CONTRACTOR fails to give satisfactory evidence to BATA that it has undertaken said re-performance; or

3. The right to terminate the Agreement for default.

SI CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

## 24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. SI CONTRACTOR and BATA shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that BATA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, the BATA Project Manager shall provide a written determination as to the dispute, including the basis for his or her decision. Upon SI CONTRACTOR's written acceptance of the BATA Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, BATA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the BATA Project Manager's determination.

If the BATA Project Manager's determination is not accepted by SI CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BATA and SI CONTRACTOR that cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. SI CONTRACTOR must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. SI CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BATA, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

## 25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

## 26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

## 27. PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

## 28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

## 29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

## 30. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. SI CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both SI CONTRACTOR and BATA. In the event

of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

BAY AREA TOLL AUTHORITY

NAME OF SI CONTRACTOR

---

Steve Heminger, Executive Director

---

Insert Appropriate Name, Title

## **ATTACHMENT A**

### **Scope Of Work**

#### Outline of Services

The services to be performed by SI CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

- 1.
  - 2.
- ETC.

BATA may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the detailed task order process described in *Attachment A-1, Task Order Process*, attached hereto and incorporated herein by this reference. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subconsultant participation (if any), in a completed form as shown in *Attachment A-2, Task Order Form*, attached hereto and incorporated herein by this reference.

## **ATTACHMENT A-1**

### **Task Order Process**

Detailed Task Order Process:

Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The BATA Project Manager (“BATA PM”) prepares a draft Task Order to issue to CONSULTANT. The BATA PM may solicit feedback from SI CONTRACTOR to facilitate drafting the Task Order.

Step 2\* – SI CONTRACTOR prepares a proposal in response to the draft Task Order. A draft Task Order, as included in this Agreement as Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to SI CONTRACTOR for review and comment.

Step 3\* – The BATA PM reviews SI CONTRACTOR’s proposal to determine if it meets the objectives of the draft Task Order and if SI CONTRACTOR’s proposed costs are reasonable. The BATA PM may solicit early feedback from the BATA Operations Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by BATA shall be incorporated in a draft Final Task Order.

Step 4\* – The BATA PM forwards the draft Final Task Order to the BATA Contract Administrator for review and approval. Once approved, the BATA PM forwards two copies of the Task Order to the BATA Operations Director, for review and approval. The BATA Operations Director signs both copies of a Final Task Order to signify approval and returns them to the BATA PM.

Step 5 – The BATA PM sends both copies of the signed Final Task Order to SI CONTRACTOR, who signs both copies and returns one to the BATA PM.

Step 6 – The BATA PM sends one copy of the fully executed Task Order to the BATA or BATA Task Lead who initiates work, and sends another copy to BATA Finance to encumber funds against the Task Order. The BATA PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the BATA Operations Director and SI CONTRACTOR. Revisions to Task Orders shall require written approval by both the BATA Operations Director and SI CONTRACTOR.

Step 8 – The BATA PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 9 – Once the BATA PM determines the Task Order is complete, the BATA PM will send written notification to SI CONTRACTOR that the Task Order is complete and that all associated invoices are due to BATA within 30 days. Any balance of budget is made available to spend on future task orders at the BATA PM's discretion.

Step 10 – The BATA PM will annually assess the need for a Contract audit.

*\*The BATA Project Manager may revise the Task Order and/or SI CONTRACTOR may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

**ATTACHMENT A-2**  
**Task Order Form**

1. Task Order No. (include FY)	
2. Title of Task:	
3. BATA Task Lead (if different from BATA Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see attached <u>Task Order Budget and Schedule and Detailed Description of Work (attached)</u>.</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<i>Check the one that applies (see below for more information):</i> <input type="checkbox"/> Time and Materials <input type="checkbox"/> Deliverables

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	<u>Deliverable</u>	<u>Total Cost*</u>
1.		\$1
2.		\$1
3.		\$1
4.		\$1
5.		\$1
6.		\$1
7.		\$1
	<b>Total:</b>	\$7.00

\*Due upon satisfactory completion as determined by the BATA Project Manager.

B. Time and Materials

*Specify hourly rate for applicable personnel and include estimate of expenses.*

	<u>Personnel/Expense</u>	<u>Duties</u>	<u>Rate</u>	<u>Est. Hours</u>	<u>Total Cost</u>
1.			\$		\$1
2.			\$		\$1
3.			\$		\$1
4.			\$		\$1
5.			\$		\$1
<b>Total:</b>					<b>\$5.00</b>

<u>Activity</u>	<u>Lead</u>	<u>Estimated Amount Budgeted</u>
		\$1
		\$1
		\$1
		\$1
		\$1
		\$1
TOTAL MAXIMUM PAYMENT		\$6.00

BAY AREA TOLL AUTHORITY

SI CONTRACTOR

\_\_\_\_\_  
Melanie Crotty, Operations Director  
Date:

\_\_\_\_\_  
Insert name and title of authorized individual  
Date:

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work

**Task Order #: Title**

1. Description of subtask 1.  
***Deliverable – deliverable name***
2. Description of subtask 2.  
***Deliverable – deliverable name***
3. Description of subtask 3.  
***Deliverable – deliverable name***
4. Etc.

**ATTACHMENT B**  
**Project Schedule**

Task #	Work to be Performed/Deliverables (#)	Completion Date

**ATTACHMENT C**  
**Compensation and Method of Payment**

**PAYMENT FOR FIRM FIXED PRICE**

A. Compensation. For Tasks 1, and 3 – 17, SI CONTRACTOR shall be paid, as full compensation for the satisfactory completion of the work described in Attachment A, Scope of Work, the firm fixed sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which includes all labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors’ costs, travel, equipment, materials and supplies. Any amendments to this Agreement shall be based on the hourly rates set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. In no event shall the total compensation to be paid SI CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Progress Payments. Payment for SI CONTRACTOR’s services shall be due in the amounts indicated below, upon acceptance by the BATA Project Manager of the following deliverables or milestones, described in detail in Attachment A, Scope of Work:

Task	<u>Deliverables (#)</u>	<u>Amount Due</u>
1	Do this (#1)	\$1,234
2	Do that (#2)	\$56,789
		0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.	\$58,023.00
		highlight #, hit F9

C. Method of Payment. SI CONTRACTOR shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after BATA’s acceptance of such deliverable/milestone. If applicable, CONSULTANT’s final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment F, Special Conditions Relating to Personally Identifiable Information.

## **PAYMENT FOR LABOR – HOUR**

A. Compensation. For Tasks 0, 2, and 18, SI CONTRACTOR shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference, which include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BATA's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid SI CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. BATA will reimburse SI CONTRACTOR for all expenses deemed reasonable and necessary by BATA incurred by SI CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all SI CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. SI CONTRACTOR shall submit invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement. If applicable, CONSULTANT's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment F, Special Conditions Relating to Personally Identifiable Information.

## **PAYMENT FOR TASK ORDERS**

A. Compensation. For Task 19, SI CONTRACTOR shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form. Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges

such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BATA's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid SI CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. For time and materials Task Orders, BATA will reimburse SI CONTRACTOR for all expenses deemed reasonable and necessary by BATA incurred by SI CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all SI CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. SI CONTRACTOR shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by SI CONTRACTOR. If applicable, SI CONTRACTOR's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with *Attachment F, Special Conditions Relating to Personally Identifiable Information*.

For Task Orders authorizing payment on the basis of satisfactory deliverables, SI CONTRACTOR shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, SI CONTRACTOR shall submit invoices for services rendered on a monthly basis, covering fees and expenses for a single calendar month. Each invoice shall specify the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

**ATTACHMENT D**  
**Key Personnel Assignments**

	<u>Name</u>	<u>Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.		\$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

\* Applicable to development of payment provisions in amendments only.

**ATTACHMENT E**  
**Insurance and Financial Security (Bond) Provisions**

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover SI CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that SI CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") SI CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

SI CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, SI CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling SI CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event SI CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that SI CONTRACTOR's insurance be primary without right of contribution from BATA. Prior to beginning work under this contract, SI CONTRACTOR shall provide BATA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of SI CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as SI CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees. Should any bridge work require coverage for the United States Longshore Harbor Workers Act, SI CONTRACTOR agrees to furnish proof of insurance, if required.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of SI CONTRACTOR and SI CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BATA.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

BATA and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from SI CONTRACTOR's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by SI CONTRACTOR and SI CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to BATA and having minimum limits of \$2,000,000 per claim.

The policy shall provide coverage for all work performed by SI CONTRACTOR and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of SI CONTRACTOR. No contract or agreement between SI CONTRACTOR and any subcontractor/consultant shall relieve SI CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by SI CONTRACTOR and any subcontractor/consultant working on behalf of SI CONTRACTOR on the project.

6. Property Insurance. Property Insurance covering SI CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement, materials or

property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to BATA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

C. Self-Insurance. SI CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BATA.

D. Deductibles and Retentions. SI CONTRACTOR shall be responsible for payment of any deductible or retention on SI CONTRACTOR's policies without right of contribution from BATA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BATA seeks coverage as an additional insured under any SI CONTRACTOR insurance policy that contains a deductible or self-insured retention, SI CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of SI CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if SI CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, SI CONTRACTOR shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, SI CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of SI CONTRACTOR's personnel, subconsultants, subcontractors, and equipment have been removed from BATA's property, and the work or services have been formally accepted. SI

CONTRACTOR must notify BATA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, SI CONTRACTOR shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by SI CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by SI CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

## 2. FINANCIAL SECURITY (BONDS)

Concurrent with the execution and delivery of the Agreement and prior to the commencement of any work under the Agreement, SI CONTRACTOR has provided, and shall maintain in effect for the term of the Agreement unless otherwise specified herein, the following types of bonds as financial security for the Project:

1. Performance Bond. A bond to guarantee the faithful performance of the Agreement in the amount of 100% of the total Agreement price.

2. Payment Bond. A bond to guarantee payment of claims of laborers and materialmen/persons under subcontract to SI CONTRACTOR. Such bond shall be in the amount of 100% of the total Agreement price.

The Performance and Payment Bonds shall in no event be construed to cap, liquidate, or otherwise modify or limit the amount of damages payable by SI CONTRACTOR for breach of this Agreement.

All bonds will be issued by surety companies acceptable to BATA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

## 3. ADDITIONAL INSUREDS

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as BATA Indemnified Parties, pursuant to Article 9 of the Agreement.

- California Department of Transportation (Caltrans)

## ATTACHMENT F

### **Special Conditions Relating to Personally Identifiable Information**

CONSULTANT will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by BATA or SI CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include name, address, phone or fax number, signature, date of birth, or credit card information, bank account number, license plate numbers, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

#### 1. Right to Audit

SI CONTRACTOR shall permit BATA and its authorized representatives to audit and inspect: (i) SI CONTRACTOR’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) SI CONTRACTOR’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying SI CONTRACTOR’s compliance with this Agreement, and all applicable laws.

#### 2. General Confidentiality of Data

All PII made available to or independently obtained by SI CONTRACTOR in connection with this Agreement shall be protected by SI CONTRACTOR from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BATA. This includes, but is not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.

SI CONTRACTOR agrees to properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

SI CONTRACTOR is prohibited from storing PII on portable media including, but not limited to, laptops, thumbdrives, disks and so forth.

Notwithstanding anything to the contrary in Article 14. Records, of this Agreement, SI CONTRACTOR agrees to retain PII for no longer than the completion date of the Agreement. At the conclusion of this retention period, SI CONTRACTOR agrees to use Department of Defense (“DoD”) approved methods to permanently remove PII from any files. Discarded PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips (“Storage Media”). SI CONTRACTOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine. SI CONTRACTOR also agrees to use DoD approved methods to sanitize

any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, SI CONTRACTOR shall submit a certification to the BATA Project Manager as follows: “All PII whether in electronic or hard-copy format, has been destroyed in accordance with the requirements contained in Section 2. General Confidentiality of Data of Attachment F, Special Conditions Relating to Personally Identifiable Information.” These requirements shall survive termination or expiration of this Agreement.

### 3. Compliance with Statutes and Regulations

SI CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq.*) and in the California Streets and Highways Code 31490. In addition, SI CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and BATA relating to the handling and confidentiality of PII, including the terms and conditions contained in this Attachment F, Special Conditions Relating to Personally Identifiable Information and agrees to indemnify BATA against any loss, cost, damage or liability by reason of SI CONTRACTOR’s violation of this provision.

### 4. Subcontractors

BATA’s approval in writing is required prior to any disclosure by SI CONTRACTOR of PII to a subconsultant or prior to any work being done by a subconsultant that entails receipt of PII. Once approved, SI CONTRACTOR agrees to require such subconsultant to sign an agreement in substantially identical terms as this attachment, binding the subconsultant to comply with its provisions.

### 5. SI CONTRACTOR Guarantees

SI CONTRACTOR shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any PII that becomes known to it during the term of this Agreement.

SI CONTRACTOR shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to BATA.

SI CONTRACTOR shall comply, and shall cause its employees, representatives, agents, subSI CONTRACTORS and subcontractors to comply, with such directions as BATA may make to promote the safeguarding or confidentiality of all its resources.

If requested by BATA, SI CONTRACTOR shall sign an information security and confidentiality agreement provided by BATA and attest that its employees, representatives, agents, subconsultants and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with SI CONTRACTOR substantially the same in its terms.

6. Notice of Security Breach

SI CONTRACTOR shall immediately notify BATA when it discovers that there may have been a breach in security that has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two hours of discovery. The BATA contact for such notification is as follows:

Privacy Officer  
privacyofficer@mtc.ca.gov  
(510) 817-5700

**ATTACHMENT G**  
**Subcontractor List**

	<u>Name/Address of Subcontractor</u>	<u>Amount of Subcontract</u>	<u>Description of Work</u>
1.			
2.			
3.			
4.			
5.			
6.			

**ATTACHMENT H**  
**Contractor Software**

**ATTACHMENT H-1**  
**Commercial Software**

**ATTACHMENT H-2**  
**Open Source/Freeware and Other Software**

**APPENDIX D-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with BATA, placed with insurers Best’s Rating of A- or better with a Financial Size Category of VIII or better.

<p>Yes (√)</p>	<p><b>Please certify by checking the box below that required coverages will be provided within ten (10) business days of BATA’s notice to firm that it wishes to contract with the firm.</b></p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and <u>Employer’s Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of SI CONTRACTOR’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA. Such <u>Workers Compensation &amp; Employer’s Liability</u> may be waived, if and only for as long as SI CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of SI CONTRACTOR and SI CONTRACTOR’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BATA.</p> <p>Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.</p> <p>BATA and Caltrans and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from SI CONTRACTOR’s operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by SI CONTRACTOR and SI CONTRACTOR’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>

—	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to BATA and having minimum limits of \$2,000,000 per claim.</p> <p>The policy shall provide coverage for all work performed by SI CONTRACTOR and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the SI CONTRACTOR. No contract or agreement between SI CONTRACTOR and any subcontractor/consultant shall relieve SI CONTRACTOR of the responsibility for providing this Errors &amp; Omissions or Professional Liability coverage for all work performed by SI CONTRACTOR and any subcontractor/consultant working on behalf of SI CONTRACTOR on the project.</p>
—	<p><u>Property Insurance.</u> Property Insurance covering SI CONTRACTOR'S own business personal property and equipment to be used in performance of its Agreement with BATA, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA.</p>
<p>SI CONTRACTOR's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BATA.</p> <p>SI CONTRACTOR shall be responsible for payment of any deductible or retention on SI CONTRACTOR's policies without right of contribution from BATA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that BATA seeks coverage as an additional insured under any SI CONTRACTOR insurance policy that contains a deductible or self-insured retention, SI CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of SI CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if SI CONTRACTOR or subconsultant is not a named defendant in the lawsuit.</p> <p>If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, SI CONTRACTOR shall:</p> <ol style="list-style-type: none"><li>1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with BATA or the beginning of any work under such Agreement;</li><li>2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and</li><li>3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, SI CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.</li></ol>	

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of SI CONTRACTOR's personnel, subcontractors, and equipment have been removed from BATA's property, and the work or services have been formally accepted. SI CONTRACTOR must notify BATA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with BATA.

Prior to commencement of any work hereunder, SI CONTRACTOR shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by SI CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by SI CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with BATA.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) business days of BATA's notice to firm that it wishes to contract with the firm.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BATA's attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**

**APPENDIX D-2**  
**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS. That we \_\_\_\_\_ as  
PRINCIPAL, and \_\_\_\_\_ as SURETY, are  
held and firmly bound unto the Bay Area Toll Authority, hereinafter called BATA, in the penal  
sum of **10% OF THE TOTAL CONTRACT PRICE** of the Principal above named, submitted  
by said Principal to BATA, for the work described below, for the payment of which sum in  
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
the above-mentioned bid to BATA, for certain work and services described as follows:

**For the San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights  
Upgrade System Integrator**

Principal, if awarded the contract, and, within the time and manner required under the  
specifications, enters into a written contract by accepting BATA's signed contract, in accordance  
with the bid, and files the two bonds with BATA, one to guarantee faithful performance and the  
other to guarantee payment for labor and materials, then this obligation shall be null and void;  
otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by BATA and judgment is recovered, the surety shall  
pay all costs incurred by BATA in such suit, including a reasonable attorney's fee to be fixed by  
the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(SEAL)

Surety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(SEAL)

(Note: Signatures of those executing for the surety must be notarized.)

**APPENDIX D-3**  
**BONDS TO ACCOMPANY CONTRACT**  
**ANNUALLY RENEWABLE PERFORMANCE BOND TO ACCOMPANY CONTRACT**

**KNOW ALL MEN BY THESE PRESENTS**

**THAT WHEREAS**, the Bay Area Toll Authority (BATA) has awarded to

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as principal, hereinafter designated as the "SI Contractor," a contract for the work described as follows:

**San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights  
Upgrade System Integrator**

**AND WHEREAS**, SI Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

**NOW, THEREFORE**, We, the undersigned SI CONTRACTOR and Surety, are held and firmly bound unto BATA, in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_), to be paid to BATA or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if SI CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless BATA, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

The performance bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal BATA receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to BATA not be submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then BATA shall have the right to terminate the contract, and SI CONTRACTOR and its surety shall be liable for all obligations of contractor associated with the contract, including the cost for BATA to secure a replacement contractor, even after termination for those obligations generated during the contract period.

If contractor has been declared by BATA to be in default under the Contract for failing to perform the contract, Surety shall have a reasonable time to:

1. Upon entering into an acceptable written takeover agreement with Obligee,

undertake to perform and complete the Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it maybe liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefore.

4. The Contract balance, as defined below, shall be credited against the reasonable costs of completing the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Contract pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in this paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts property paid by Obligee to Principal under the Contract.

5. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

**SIGNED**, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2016.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
[Name of Surety]

\_\_\_\_\_  
Attorney in Fact

[ SEAL ]

## **ANNUALLY RENEWABLE PAYMENT BOND TO ACCOMPANY CONTRACT**

### **KNOW ALL MEN BY THESE PRESENTS**

**THAT WHEREAS**, the Bay Area Toll Authority has awarded to

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as Principal, hereinafter designated as the "SI CONTRACTOR," a contract for the work described as follows:

### **San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights Upgrade System Integrator**

**AND WHEREAS**, SI CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

**NOW, THEREFORE**, We the undersigned SI CONTRACTOR and Surety are held and firmly bound unto the Bay Area Toll Authority in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), said sum being 100% of the estimated amount payable by the said the Bay Area Toll Authority under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal or its subcontractors, heirs, executors, administrators, successors, or assigns, fails to pay any subcontractors, suppliers, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors with respect to the work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

It is further stipulated and agreed that the Surety on this bond will not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances will Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between BATA and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery will be that claimant has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

The payment bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal BATA receives written formal notice by registered mail from the surety of its intent not to renew.

Should a replacement bond, or other security acceptable to BATA not be submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then BATA shall have the right to terminate the contract, and SI CONTRACTOR and its surety shall be liable for all obligations of contractor associated with the contract, including the cost for BATA to secure a replacement contractor, even after termination for those obligations generated during the contract period.

**IN WITNESS WHEREOF** this instrument has been duly executed by Principal and Surety on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Name – Please Print)  
  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Name – Please print)  
  
\_\_\_\_\_  
(Title)

**NOTE TO SURETY COMPANY:**

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of un-revoked resolution of authority for the attorney-in-fact.

**SURETY COMPANY ATTORNEY-IN-FACT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, know to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

**WITNESS MY HAND  
AND OFFICIAL SEAL:**

(SEAL)

\_\_\_\_\_  
Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.  
Corporate seals of Principal and Surety must be attached.

**APPENDIX E –IRAN CONTRACTING ACT of 2010**  
(Public Contract Code Section 2200 et seq.)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Bay Area Toll Authority (BATA) contract for goods or services of \$1,000,000 or more, a Proposer must either:  
a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**APPENDIX F, SYSTEM REQUIREMENTS**

Element #	Task Area	Requirement ID #	Requirement	BATA Requirement Categories		Proposer Responses			Proposer Comments
				Core	Non-Core	Proposer Currently Meets	Proposer Will Meet	Proposer Will Not Meet	
	<b>General Software</b>								
1	General Software	1.1	The Metering Light System shall operate in fully automated mode.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	General Software	1.2	The Metering Light System shall allow operator control mode.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	General Software	1.3	The Metering Light System shall allow secure remote access.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	General Software	1.4	The Metering Light System shall operate unattended 24 hours a day, seven days a week.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	General Software	1.5	The Metering Light System shall comply with National ITS Standards.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	General Software	1.6	The Metering Light System shall have access to detector data from the Caltrans ATMS.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	General Software	1.7	The Metering Light System shall have access to detector data from the field controller.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	General Software	1.8	The Metering Light System shall interface with the CMS and detector data exchange into the Caltrans TMC.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	General Software	1.9	The Metering Light System shall exchange on/off data with the Caltrans CMS to display metering related messages in real time.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	General Software	1.10	The Metering Light System shall be capable of integrating at least five additional detection data feeds to detect speed, volume, and occupancy.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11	General Software	1.11	The Metering Light System shall use real time volume, speed and occupancy data from detectors to automatically adjust metering rates.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	General Software	1.12	The Metering Light System shall have the capability to integrate with external systems.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13	General Software	1.13	The Metering Light System shall have the ability to accommodate changes to lane utilization using operator-initiated changes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

14	General Software	1.14	The Metering Light System shall use call and passage detection for vehicles at the stop bar of the metering lights.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	General Software	1.15	The Metering Light System shall implement the metering rate changes in the field within 5 seconds.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16	General Software	1.16	The Metering Light System shall be able to go ALL RED.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	General Software	1.17	The Metering Light System shall operate on standalone work stations.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	General Software	1.18	The backup Metering Light System shall be installed in the Toll Plaza server room using existing available server racks (if needed).		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	General Software	1.19	The primary Metering Light System shall be installed in the Caltrans TMC server room using existing available server racks (if needed).		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	General Software	1.20	The Metering Light System shall utilize new 2070 controllers and cabinets.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	General Software	1.21	The Metering Light System software code shall be fully coded and documented to allow future software changes by others	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Metering Algorithm</b>								
22	Metering Algorithm	2.0	The Metering Light System algorithm shall optimize flow on the Bay Bridge and minimize queuing at the Toll Plaza approach.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Metering Algorithm	2.1	The Metering Light System shall control a minimum of twenty lanes at a time.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Metering Algorithm	2.2	The Metering Light System shall automatically adjust metering rates by lane or lane groups.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Metering Algorithm	2.3	The Metering Light System shall automatically adjust metering rates by vehicle type.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Metering Algorithm	2.4	The Metering Light System shall use customizable pre-defined parameters to adjust metering rates by payment type/lanes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Metering Algorithm	2.5	The Metering Light System shall adjust metering rate by HOV/Non-HOV status.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28	Metering Algorithm	2.6	The Metering Light System shall apply overall total metering rates that shall vary between 2400 and 12000 vph .	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Metering Algorithm	2.7	The Metering Light System shall allow both metering rates increases and decreases that shall be user configurable, e.g., not increase or decrease rates by more than 10% every 2 minutes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Metering Algorithm	2.8	The Metering rate shall increase until the queue reaches a user specified point (e.g., queue reaches a detector location) or when the maximum ramp metering rate is reached.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

31		Metering Algorithm	2.9	The Metering Light System shall support detection of queue to adjust metering rates.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32		Metering Algorithm	2.10	The Metering Light System shall enable authorized users to adjust the metering parameters (delay, queues) that initiate metering.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33		Metering Algorithm	2.11	The Metering Light System shall enable authorized users to adjust the metering parameters (delay, queues) that deactivate metering.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<b>Integration</b>								
34		Integration	3.0	The Metering Light System shall, if needed, modify existing Caltrans D4 ATMS interface to implement the functionality to integrate the new metering algorithms	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35		Integration	3.1	The Metering Light System shall utilize existing communication and detection infrastructure.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36		Integration	3.2	The Metering Light System shall integrate with all NTCIP compliant CMS.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
37		Integration	3.3	The Metering Light System shall initiate a message to the CMS on the OHSS to turn the CMS on when metering starts.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<b>Hardware</b>								
38		Hardware	4.0	The hardware for the Metering Light System shall be to Caltrans approved standard.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39		Hardware	4.1	The Metering Light System shall include two (2) Flat panel display screens at BATA Regional Operations Center (ROC).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
40		Hardware	4.2	The hardware at the Toll Plaza shall include:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
41		Hardware	4.2.1	60" minimum measured diagonally flat-panel display.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
42		Hardware	4.2.2	Wall mount hardware.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43		Hardware	4.2.3	All cabling and power connections required for operation.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44		Hardware	4.2.4	Three (3) year warranty for all furnished equipment.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
45		Hardware	4.2.5	PC input for the flat panel display that shall be connected to a new workstation for presentation purposes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46		Hardware	4.2.6	Configuration of the display panels and network media player to display images of all Caltrans and BATA CCTV cameras.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47		Hardware	4.2.7	Continuously displayed video images in a user-defined window.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
48		Hardware	4.3	Three (3) Workstations one each at Caltrans, BATA ROC and the Toll Plaza that shall include:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
49		Hardware	4.3.1	All computers and related equipment to be implemented.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

50		Hardware	4.3.2	Specific communications hardware, software, and Internet or other Wide Area Network (WAN) links, and configuration thereof.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51		Hardware	4.3.3	Proper network configuration.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
52		Hardware	4.3.4	All internal cabling and conduit work inside the facilities.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53		Hardware	4.3.5	Procure, install, configure, and test all hardware and software required to achieve modifications.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
54		Hardware	4.4	The Workstation at the Toll Plaza that shall include the BAVU system to display CCTV feeds. The BAVU system will be provided by Caltrans.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55		Hardware	4.5	All hardware warranties shall transfer over to BATA at system acceptance.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<b>Maintenance Support and Warranty</b>								
56		Maintenance Support and Warranty	5.0	The Metering Light System software that is developed for the metering lights system by the System Integrator shall be owned by BATA.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
57		Maintenance Support and Warranty	5.1	The Metering Light System software previously developed by the System Integrator shall have a perpetual license for BATA and Caltrans.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
58		Maintenance Support and Warranty	5.2	The Metering Light System software shall have a five year warranty for all maintenance and technical support needs.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
59		Maintenance Support and Warranty	5.3	The Metering Light System shall be maintained by a contractor with all personnel required to maintain the system located in the nine-county San Francisco Bay Area region for the duration of the maintenance agreement.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
60		Maintenance Support and Warranty	5.4	The Metering Light System shall offer an annual maintenance agreement following the warranty period that includes regular software updates, security patches, and calibration.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
61		Maintenance Support and Warranty	5.5	The Metering Light System scheduled maintenance shall only occur between 10 PM and 3 AM (PST).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
62		Maintenance Support and Warranty	5.6	The Metering Light System software, hardware, and data feeds shall be available (i.e., operating without major or total failures) 99.9% of the time.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
63		Maintenance Support and Warranty	5.7	The Metering Light System shall continuously provide automatic monitoring and issue notification and log all errors and alarm notifications.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
64		Maintenance Support and Warranty	5.8	The Metering Light System shall if outages occur, notify appropriate administrative staff automatically via email and text message in order to limit downtime.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

65	Maintenance Support and Warranty	5.9	The Metering Light System log of error notifications shall be kept for a minimum of 180 days.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
66	Maintenance Support and Warranty	5.10	The Metering Light System shall generate a system health report on a regular schedule, as determined by BATA.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
67	Maintenance Support and Warranty	5.11	The Metering Light System shall be maintained to the following service level standards:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
68	Maintenance Support and Warranty	5.11.1	Personnel shall respond and resolve a critical issue within 5 hours during normal business hours.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
69	Maintenance Support and Warranty	5.11.2	Personnel shall respond and resolve a non-critical issue within 5 business days.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>System Failure/Redundancy</b>								
70	System Failure/Redundancy	6.0	The Metering Light System shall maintain communications with the Caltrans District 4 TMC using an existing AT&T leased-line connection.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
71	System Failure/Redundancy	6.1	The Metering Light System shall have redundancy for all subsystems for power supply, hardware, software and communications failure operations.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
72	System Failure/Redundancy	6.2	The Metering Light System shall be able to roll back to the existing system for the first 4 months of operations after Acceptance.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
73	System Failure/Redundancy	6.3	The Metering Light System shall detect system failure and shall then activate fully manual mode or pre-set time of day plans.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
74	System Failure/Redundancy	6.4	The Metering Light System shall operate using pre-set time of day plans in the event of detector failure.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
75	System Failure/Redundancy	6.5	The Metering Light System shall operate in local adaptive mode when communication connectivity is lost for more than 5 minutes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
76	System Failure/Redundancy	6.6	The Metering Light System shall have an alert function that can send user-defined alerts to an email address or mobile phone to registered users when the system fails.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
77	System Failure/Redundancy	6.7	The Metering Light System shall allow log in and passwords protected by hierarchy of users or under user configurable conditions.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Network Security</b>								
78	Network Security	7.0	The Metering Light System shall be a secure, encrypted system.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
79	Network Security	7.1	The Metering Light System shall use secure log in credentials for access to the system.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
80	Network Security	7.2	The Metering Light System users shall have different security privileges.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
81	Network Security	7.3	The Metering Light System shall use Caltrans-approved network security standards (to be provided).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

		<b>Reporting/Data Collection</b>								
82		Reporting/Data Collection	8.0	The Metering Light System shall generate and store log files necessary for reporting.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
83		Reporting/Data Collection	8.1	The Metering Light System shall archive the data collected and archive data every 180 days.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
84		Reporting/Data Collection	8.2	The Metering Light System shall allow reports that can be accessed on demand or run on a preset time schedule (daily, weekly, etc.).		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
85		Reporting/Data Collection	8.3	The Metering Light System shall automatically generate reports that are user configurable.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
86		Reporting/Data Collection	8.4	The Metering Light System statistics tracking tool shall maintain the capability to generate reports for other specific durations (e.g., daily, several weeks, etc.) as well as special-needs reports.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
87		Reporting/Data Collection	8.5	The Metering Light System shall generate user-defined scheduled reports that are run automatically at a user-specified time.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
88		Reporting/Data Collection	8.6	The Metering Light System staff shall be able to pull statistics on demand for any chosen time period.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
89		Reporting/Data Collection	8.7	The Metering Light System shall identify alerts that shall include failures, queue length, large delta in metering rates within 2 minutes, security breaches.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
90		Reporting/Data Collection	8.8	The Metering Light System reports shall include details of metering lights operations not limited to:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
91		Reporting/Data Collection	8.8.1	Date/Time the metering lights are turned on and off.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
92		Reporting/Data Collection	8.8.2	Metering Lights Plans used (time of day, adaptive).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
93		Reporting/Data Collection	8.8.3	Metering Rates per Lane and time of metering rate changes.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
94		Reporting/Data Collection	8.8.4	Manual or Operator intervention in Metering Lights operations.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
95		Reporting/Data Collection	8.8.5	Security credentials – users, change logs by user, security breaches (rejected log in times).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
96		Reporting/Data Collection	8.8.6	Server and software updates.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
97		Reporting/Data Collection	8.8.7	Performance Metrics per lane, including but not limited to:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
98		Reporting/Data Collection	8.8.7.1	Flow rates		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
99		Reporting/Data Collection	8.8.7.2	Metering rates		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
100		Reporting/Data Collection	8.8.7.3	Delay		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
101		Reporting/Data Collection	8.8.7.4	Queues		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

102		Reporting/Data Collection	8.8.7.5	Travel times		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
103		Reporting/Data Collection	8.8.7.6	Times of Metering Lights activation		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
104		Reporting/Data Collection	8.8.7.7	CMS messages and override		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
105		Reporting/Data Collection	8.8.7.8	Downstream traffic volumes and speeds per lane		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
106		Reporting/Data Collection	8.8.7.9	Communication failures or outages		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
107		Reporting/Data Collection	8.8.7.10	Field device errors		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
108		Reporting/Data Collection	8.8.7.11	Detector speed		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
109		Reporting/Data Collection	8.8.7.12	Volume		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
110		Reporting/Data Collection	8.8.7.13	Occupancy		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
111		Reporting/Data Collection	8.8.7.14	Metering rates per lane		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
112		Reporting/Data Collection	8.9	The Metering Light System reports shall be generated in html, Word or Excel or CSV and PDF formats for easy manipulation and archiving.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
113		Reporting/Data Collection	8.10	The Scheduled reports shall be emailed at the user-defined time to specified users.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
114		Reporting/Data Collection	8.11	The Metering Light System shall have a real-time dashboard that continuously report conditions and actions as well as historic performance metrics		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
115		Reporting/Data Collection	8.12	The Metering Light System real-time dashboard shall be displayed on the work stations as well as accessible online		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<b>Graphical User Interface</b>								
116		Graphical User Interface	9.0	The Metering Light System shall allow users to adjust metering rate parameters using the GUI.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
117		Graphical User Interface	9.1	The Metering Light System shall provide a dashboard with real-time conditions and actions as well as historical and predicted conditions (based on historical data).	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
118		Graphical User Interface	9.2	The Metering Light System shall allow the viewing and exporting of reports.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
119		Graphical User Interface	9.3	The Metering Light System shall display a graphical representation of the lane configuration and the metering light displays.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
120		Graphical User Interface	9.4	The Metering Light System shall display all active alerts in the GUI.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<b>User Profiles</b>								

121	User Profiles	10.1	The Metering Light System shall allow multiple user types.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
122	User Profiles	10.2	The Metering Light System shall allow multiple users per user type.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123	User Profiles	10.3	The Metering Light System shall have usernames and secure passwords with a minimum of 10 characters including one or more number and capital letter.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124	User Profiles	10.4	The Metering Light System shall have the following user types:	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125	User Profiles	10.4.1	Administrator – Highest level of privileges allowing the ability to make changes to metering algorithm, add or delete users, change user privileges, customize reports, and perform software updates.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
126	User Profiles	10.4.2	Operator - Can change metering rates and parameters, allows access to reports and data.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127	User Profiles	10.4.3	Read only access – Allows access to view the system and have access to reports and data.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
128	User Profiles	10.4.4	The Metering Light System shall have the capability to require approval by an administrator to change metering parameters.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
129	User Profiles	10.4.5	The Metering Light System shall have the capability of adding or deleting user types.	X		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>