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 Santa Clara County

April 20, 2016

JAKE MACKENZIE, VICE CHAIR
 Sonoma County and Cities

Addendum No. 1

ALICIA C. AGUIRRE
 Cities of San Mateo County

to

REQUEST FOR PROPOSAL (RFP)

TOM AZUMBRADO
 U.S. Department of Housing
 and Urban Development

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

Dated April 4, 2016

JASON BAKER
 Cities of Santa Clara County

Dear Proposer:

TOM BATES
 Cities of Alameda County

This letter is Addendum No. 1 to the Request for Proposal (RFP) for San Francisco-Oakland Bay Bridge (SFOBB) Metering Lights System Upgrade Project System Integrator dated April 4, 2016. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

DAVID CAMPOS
 City and County of San Francisco

DORENE M. GIACOPINI
 U.S. Department of Transportation

FEDERAL D. GLOVER
 Contra Costa County

SCOTT HAGGERTY
 Alameda County

ANNE W. HALSTED
 San Francisco Bay Conservation
 and Development Commission

STEVE KINSEY
 Marin County and Cities

SAM LICCARDO
 San Jose Mayor's Appointee

MARK LUCE
 Napa County and Cities

JULIE PIERCE
 Association of Bay Area Governments

BIJAN SARTIPI
 California State
 Transportation Agency

LIBBY SCHAAF
 Oakland Mayor's Appointee

JAMES P. SPERING
 Solano County and Cities

ADRIENNE J. TISSIER
 San Mateo County

SCOTT WIENER
 San Francisco Mayor's Appointee

AMY REIN WORTH
 Cities of Contra Costa County

STEVE HEMINGER
 Executive Director

ANDREW B. FREMIER
 Deputy Executive Director

Addendum Item	Reference	Change(s)
1.	RFP, Appendix, A, Scope of Work, Task 2 Pages 26-27	<p>TASK 2 – SUBMITTED DOCUMENTS FRAMEWORK</p> <p>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.</p> <p>Documents include but are not limited to the following:</p> <ol style="list-style-type: none"> 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

Addendum Item	Reference	Change(s)
2.	Continued	<p>12. Training Plan 13. Performance Monitoring Plan 14. Operations and Maintenance Plan 15. System and Subsystem Acceptance Test Scripts</p> <p><i>Deliverables:</i> 2.1 Draft, Final and Approved Submitted Document Framework</p>
2.	RFP, Appendix, A, Scope of Work, Task 3, Page 27	<p>TASK 3 – DESIGN AND DEVELOPMENT OF THE METERING ALGORITHM</p> <p>SI Contractor shall first design an algorithm for deployment, taking into account:</p> <ul style="list-style-type: none"> • Existing field equipment <ul style="list-style-type: none"> ○ 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 <p>A comprehensive traffic operational analysis shall be conducted as part of the metering algorithm design including, but not limited to:</p> <ul style="list-style-type: none"> • Existing traffic flows and operations • Different vehicle types • HOV, FasTrak[®] and cash paying traffic • Future operations as a result of the new metering algorithm <p>SI Contractor shall support the simulation modelling of the deployment by Kimley-Horn perform the simulation modeling to demonstrate the operations of the Metering Light system for both recurring and non-recurring congestion conditions.</p> <p>The algorithm design shall also address the following in order to fully deploy the algorithm:</p> <ul style="list-style-type: none"> • 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

		<p>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.</p> <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> 3.1 Draft, Final and Approved Metering Algorithm documents (e.g., Detailed Design, Testing) 3.2 Tested and Approved Metering Algorithm 3.3 <i>Simulation Model Demonstration</i>
3.	RFP, Appendix, A, Scope of Work, Task 17, Page 35	<p>TASK 17 – ONGOING MAINTENANCE AND SUPPORT</p> <p>SI Contractor shall maintain all installed components for one year after system acceptance <i>as part of the warranty</i>. 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.</p> <p>Examples of potential support tasks include but are not limited to the following:</p> <ul style="list-style-type: none"> • 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. <p>SI Contractor shall provide cost estimates and other information for providing <i>three years of</i> additional annual maintenance services including extending the support for future years. The additional 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.</p> <p>Where applicable, deliverables under this task will be subject to acceptance testing.</p>

		<p>Deliverables:</p> <p>17.1 Detailed Maintenance and Support Scope of Work and fee schedule</p>
4.	Appendix B-1, <u>Cost Allocation and Pricing Summary</u> , Page 38	Appendix B-1, <u>Cost Allocation and Pricing Summary</u> is deleted in its entirety and is replaced with the attached Appendix B-1, <u>Cost Allocation and Pricing Summary</u> .
5.	RFP, Appendix D, <u>BATA Standard Contractor Contract</u> , Add new Subarticle 10.1, <u>Personally Identifiable Information</u> , Page 52	<p>10.1 PERSONALLY IDENTIFIABLE INFORMATION</p> <p>SI CONTRACTOR agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, <u>Special Conditions Regarding Personally Identifiable Information</u>, attached hereto and incorporated herein by this reference.</p>
6.	RFP, Appendix D, <u>BATA Standard Contractor Contract</u> , Add new Subarticle 10.2, <u>Nondisclosure of Confidential Information</u> , Page 52	<p>10.2 NONDISCLOSURE OF CONFIDENTIAL INFORMATION</p> <p>BATA may be required to make available to SI CONTRACTOR certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between BATA and SI CONTRACTOR, Confidential Information shall remain the sole and exclusive property of BATA, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of SI CONTRACTOR; b) SI CONTRACTOR can demonstrate to have had rightfully in its possession prior to disclosure by BATA or its contractors, vendors or licensors; c) SI CONTRACTOR rightfully obtains from a third party who has</p>

		<p>the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.</p> <p>SI CONTRACTOR agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by BATA. SI CONTRACTOR further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of BATA, at any time and for any reason, SI CONTRACTOR shall destroy or return to BATA, at BATA's option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by BATA.</p>										
<p>7.</p>	<p>Appendix F, <u>System Requirements</u>, Page 103</p>	<p>System Requirements is revised to delete Element # 52.</p> <table border="1" data-bbox="656 921 1468 1081"> <thead> <tr> <th>Element #</th> <th>Task Area</th> <th>ID#</th> <th>Requirement</th> <th>Core</th> </tr> </thead> <tbody> <tr> <td>52</td> <td>Hardware</td> <td>4.3.4</td> <td>All internal cabling and conduit work inside the facilities</td> <td>X</td> </tr> </tbody> </table>	Element #	Task Area	ID#	Requirement	Core	52	Hardware	4.3.4	All internal cabling and conduit work inside the facilities	X
Element #	Task Area	ID#	Requirement	Core								
52	Hardware	4.3.4	All internal cabling and conduit work inside the facilities	X								

The remaining provisions of the RFP, dated April 4, 2016 remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum shall take precedence. Questions and Answers regarding this RFP are enclosed with this Addendum.

Any questions concerning this Addendum to the RFP should be directed to Stephen Baker, Project Manager, at (510) 817-5892 or sbaker@mtc.ca.gov.

Sincerely,

DocuSigned by:



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Andrew B. Fremier
 Deputy Executive Director

ABF:sb

Appendix B-1, Cost Allocation and Pricing Summary

**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%	
1. System Software Capabilities (Design, development, testing and implementation)									
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
2. Hardware System Capabilities (Design, furnish, install, test and implement)									
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
3. Maintenance Support and Warranty (per year for 3 years)									
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 years	FFP	1							17
4. Documentation									
4.1. System Engineering documents	FFP	1		\$ -	\$ -				1, 7
4.2. System Testing	FFP	1		\$ -	\$ -				9, 10, 11, 12, 13, 16
5. Training									
5.1. Manuals (5 sets and 1 electronic of each)	FFP	1		\$ -	\$ -				14
5.2. Sessions									
5.2.1. Preparation of materials and first training session	FFP	1							15
5.2.2 Additional sessions (for 8 sessions)	FFP	1							15
6. Project Management & Coordination (for initial 2.5 years)	T&M	1							0, 2
7. Caltrans Technical Support (for 3 years)	T&M	1							18
8. Performance and Payment bonds and Escrow cost	Lump Sum	1							5, 6, 7, 8, 13
TOTAL PRICE			\$ -						

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

April 20, 2016
REQUEST FOR PROPOSAL (RFP)
SAN FRANCISCO-OAKLAND BAY BRIDGE (SFOBB) METERING LIGHTS SYSTEM UPGRADE PROJECT SYSTEM INTEGRATOR
dated April 4, 2016
as amended by Addendum #1 on April 20, 2016

Questions and Answers #2

J:\CONTRACT\Procurements\Engineer&Architect\BATA\SFOBB Metering Lights - System Integrator\Addendum 1 and Q&A\Q&A 2_final.doc

#	RFP Section /Relevant Provision	Question and/or Requested Modifications /Exceptions	BATA's Response
1.	RFP, VII. <u>Form of Proposal</u> , O. <u>Bid Bond</u> , Page 12	The RFP contains bonding requirements in Section VII, Form of Proposal Item O, Bid Bond; and in Section IX, General Conditions, Item K, Performance and Payment Bond. Would BATA be willing to consider alternative approaches to conventional bonding requirements as these requirements have been shown to limit competition?	BATA has assessed the risk associated with this project and has determined that the bonding requirements are necessary.
2.	Section VII – Form of Proposal, Subsection O (Bid Bond) and Section IX – General Conditions, Subsection K (Performance and Payment Bonds).	The bond requirement is disproportionate to the BATA's risk in this case. A 100% bond requirement is not typical for a professional services contract. But, a 100% performance bond is typical for a construction contract. Will BATA consider granting a waiver to the bonding requirements?	Requested change is not acceptable. BATA has assessed the risk associated with this project and has determined that the bonding requirements are necessary.
3.	Appendix A, Scope of Work, Task 2, Page 26	Please clarify whether the SI contractor will be required to provide the Verification and Validation Plan?	See Addendum #1, Item #1 – SI Contractor will not be required to provide the Verification and Validation Plan.
4.		Are there any Caltrans communication systems that are off limits to the ML system?	See response to Q&A #1, Question #3.

5.	Appendix A, Scope of Work, Task 17, Page 35	Is it the desire of SFOBB/MTC for proposers to only provide a cost estimate for routine maintenance for one year? Thus, additional maintenance support tasks defined in the RFP will be priced at a later date?	See Addendum #1, Item #4 – Year 1 is warranty that includes all routine maintenance and shall be included Appendix B-1, Item 3.2. Additional years of maintenance are optional and exercised at BATA’s discretion. Appendix B-1 requires pricing for 3 years of maintenance costs under Appendix B-1, Item 3.3.
6.	Appendix F, System Requirement #52, Page 103	Can more details be provided on the length of conduit and cabling required by the System Integrator for the Toll Operations Center work?	See Addendum #1, Item #7 – The cabling and conduit will be provided by the Civil Contractor. The SI Contractor shall be responsible for all hardware and software equipment.
7.	Appendix A, Scope of Work, Task 3, Page 27	Please define the scope details related to “SI Contractor shall support the simulation modelling of the deployment by Kimley-Horn”.	See Addendum #1, Item #2 – The SI Contractor (not the System Manager) shall perform the simulation modeling to demonstrate the operations of the system for both recurring and non-recurring congestion conditions.
8.	Appendix D, <u>BATA Standard Contractor Contract</u> , Article 23.5, <u>Warranty of Services</u> , Page 64	23.5 WARRANTY OF SERVICES A. In the performance of its services, SI CONTRACTOR represents and warrants that is has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services customarily provided by an experienced and competent consultant licensed in this jurisdiction and rendering the same or similar services , and that it carries and will maintain all applicable licenses, certificates, and registrations needs for the work in current and good standing.	Requested change is not acceptable.

9.	Request to add new Subarticle 9.3	<p>Proposed language:</p> <p>9.3 LIMITATION OF LIABILITY</p> <p>To the fullest extent permitted by law, the total liability, in the aggregate, of SI CONTRACTOR, its officers, directors, partners, employees, agents, and subconsultants, to BATA, and anyone claiming by, through, or under BATA for any claims, losses, costs, or damages whatsoever including attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to the performance of the work pursuant to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by SI CONTRACTOR for the performance of the work pursuant to this Agreement or \$50,000 whichever is greater.</p>	Requested change is not acceptable.
10.	Request to add new Subarticle 9.4	<p>Proposed language:</p> <p>9.4 WAIVER OF CONSEQUENTIAL DAMAGE</p> <p>In no event shall either party or its subcontractors or vendors of any tier be liable in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchased or replacement equipment or systems.</p>	Requested change is not acceptable.
11.	RFP, Appendix A, Task 16, Page 34	Is there a system verification plan that is available? How does the proposer price for it?	See Addendum #1, Item # 1.

12.	RFP, Appendix A, Task 3, Page 27	Task 3: What kind of support will be done by the SI Contractor for the simulation modeling done by KH?	See Addendum #1, Item # 2.
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