

# FasTrak® Regional Customer Service Center RFP

## Responses to Requests for Clarification – Set 2

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#	RFP Section	Relevant Provision	Requested Action	Response
1.	RFP III. G. Cost Proposal p.8	Provide a full description of the expected expenditures of funds for the work described in Appendix A. Scope of Work to this RFP...	<p>This section requires that all project cost be included and submitted as part of Appendix B of the Technical Proposal and provides Reviewers with price information in advance of scoring the technical proposal. We find this to be unusual for a best value procurement.</p> <p>In order to ensure technical scores are not unduly influenced by the pricing, will BATA please consider requiring Proposers to submit Pricing in a sealed package separate from the technical response to only be opened after technical scores have been determined?</p>	Pricing will remain part of the proposal and there will be no requirement to separately seal the price information.
2.	III. Proposal Form; E.2, E.3 and E.4; p. 5-7	E.2: Project Approach and Work Plan (a-g) E.3: Sample document requirements E.4: Schedule and Work Plan	<p>To provide Proposers sufficient space to respond to the 148-page Appendix A: Scope requirements, as well as the response requirements in III.E. 2 a-g, E.3 and E.4, will BATA please consider excluding the following documents from the 200-page count?</p> <ol style="list-style-type: none"> <li>1. Data Migration Plan</li> <li>2. Quality Management Plan</li> <li>3. Transition and Implementation Plan</li> <li>4. Work Plan</li> </ol>	<p>Sample Data Migration Plan, Quality Management Plan and Transition and Implementation Plan are not included in the page count. See Addendum.</p> <p>The Work Plan is included in the page count.</p>
3.	III. Proposal Form; D and F; p.6-7	D: Team Structure and Organization F: Qualifications and References, which requires responding to Section I.E and evaluation requirement #3 “Team and Key personnel experience and Qualifications”.	<p>To provide Proposers sufficient space to respond to the 148-page Appendix A: Scope requirements, as well as the response requirements in III.E. 2 a-g, E.3 and E.4, will BATA please consider the response to the referenced sections (D and F) separate from the 200-page limitation and impose separate page-count limitations for each of these sections (i.e., 6 pages for D and 20 pages for F.)?</p>	F.3, References and F.4, Resumes may be excluded from the 200 page limit. See Addendum.
4.	Appendix A: Scope of Work 1. General Description of Project Responsibilities 5th	“Transaction processing, call answering, payment processing, CTOC file transfers, Toll Tag status updates, Toll Tag file downloads, account replenishments, data storage and archiving, website services,	<p>This section seems to require that all of these services be physically performed at the RCSC facility location. Please clarify whether that is the intent, i.e. can certain services (image review or notice generation and distribution for example) be performed at an alternate location?</p>	All operations services shall be provided within the 390 Main Street building, except third party financial services, printing and mailing services, and software development and helpdesk services which may be provided at alternate location or at the 390 Main Street

	paragraph (page 1 of 169)	Interactive Voice Response (IVR) setup and interface, Toll Tag inventory control system and ordering, account notice generation and distribution, image review, invoice and violations processing, performance measurements and invoice preparation, and system administration and maintenance management shall be performed <u>at the RCSC location in the Bay Area.</u>		building.  Contractors must submit a proposal against the RFP requirements.
5.	RFP, Section V.D. "Contract Arrangements" p.12	BATA's contract provisions are enclosed for your reference as <i>Appendix D</i> , BATA's Contractor Agreement. 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 listed above. If no such change is requested, the Contractor will be deemed to accept BATA's standard contract provisions.	This paragraph indicates that Contractor will be deemed to accept the standard contract provisions IF Contractor does not provide exceptions.  Question a: If Contractor provides exceptions prior to the deadline for such requests, will BATA review the requests and issue an Addendum to the RFP reflecting which changes requested are acceptable and incorporated into the final contract?  Question b: If so, on what date would the amendment be issued?	a. BATA will review the exceptions and get back to the firm with an answer whether the changes are acceptable or not. If a change is acceptable, an Addendum will be issued revising the contract boilerplate only if the change is considered material.  b. Addendum will be issued in sufficient time for a proposer to respond.
6.	RFP, Sections V.G through V.K. p.14-17	Intellectual Property and Work Product Ownership Rights, Examination of Specifications and Sites, Prevailing Wage Rates, Subcontractors, Organizational Conflicts of Interest	The provisions of the RFP noted here are also included in the standard form of contract; however, the provisions in the contract may slightly vary from those in the RFP. This duplication of provisions with variations creates the opportunity for ambiguity. For example, Section V.G of the RFP requires code to be escrowed every 6 months and the standard form of contract requires the escrow every 12 months. The provisions also contain slight variations in wording.  Question: Will BATA remove provisions from the RFP that are covered in the standard form of contract in order that the intent of BATA with regard to the specific contract terms be wholly contained within the standard form of agreement provided?	The Proposer may not take exceptions in its proposal. The final contract will be the form of contract provided by BATA prior to the proposal date, or, if discussions are held, as may be changed by amendment along with a request for best and final offers.
7.	RFP, Section III.D., "Team Structure and Organization" p.6	Describe the firms that make up the project team and the distribution of work among them. For each firm and major subcontractor	Question: If the Proposer is a new entity (such as an LLC) or a joint venture of two or more firms, what information should the Proposer provide to evidence the entity's creation? For example, will the articles of organization be acceptable to indicate formation of a limited	Such information is not currently required by the proposal submission requirements; however, BATA reserves the right to request additional information from responsive firms prior to evaluation. BATA would

		include number of years in business; size of company (employees, annual revenue); and type of organization (individual, partnership, corporation). Include descriptions of the roles of any subcontractors and their specific responsibilities and how their work will be supervised.	liability company?	likely request a copy of the Joint Venture Agreement for any proposer offering as a joint venture.
8.	RFP, Section I.F. "Letter of Credit" p.4	Letter of Credit	Will BATA accept an annually renewable performance and payment bond in the amount of one year's value of operational service in lieu of the Letter of Credit?	No.
9.	IV. PROPOSAL EVALUATION	Clarification Question	What is the formal selection process that will be used to evaluate the proposals, i.e., two step, negotiated procurement, best value or other?	The selection process is as stated in the RFP. BATA refers to this as a negotiated procurement.
10.	Appendix A – Section 3.2	Bidders are required to move into 390 Main. What should bidders do as a contingency plan should the building not be ready?		Contractors should anticipate the building will be available as noted in the RFP.
11.	Appendix A – Section 3.2	Please clarify exactly what functions are to be located at 390 Main and is there any leeway to suggest an alternative more cost effective location. Functions include Call Center, Help Desk, Software Development / Support, 3 <sup>rd</sup> Party management and fulfillment, Mail facility, Collections, Finance and Settlement. Equipment would include servers for backend, IVR, Website, Phone System, etc.		All operations services shall be provided within the 390 Main Street building, except third party financial services, printing and mailing services, and software development and helpdesk services which may be provided at alternate location or at the 390 Main Street building.  Contractors must submit a proposal against the RFP requirements.
12.	Appendix A- Section 3.24.2	In the Scope of Work required KPIs are listed in section 3.24.2. Under the RCSC Specifications section, Section IV, a "Revised Performance Standards Table" p.64/65 shows Performance standards KPIs that differ from the Scope of Work. Are the KPIs in the Revised Performance... section meant to be a complete replacement of the		No. Attachment B provides information and is the basis for the AET program under the current contract. See Addendum for revised KPI's.  Attachment B provides business rules and other specifications for implementation by the current RCSC vendor to accommodate the Golden Gate Bridge (GGB) upgrade to All Electronic Tolling (AET) in 2013. This

		KPIs listed in 3.24.2, or are they replacing only those KPI areas to which they refer? i.e. what is the current, comprehensive list of required KPIs/performance standards?		RFP supersedes Attachment B except where specific reference is made to Attachment B. Business rules for the new RCSC, including GGB AET, will be developed during system design for implementation by the new RCSC vendor. See Scope of Work Section 4.4.2
13.		What are the 2012 year-to-date volumes for the statistical indicators found in the BATA Annual RCSC Statistics section?		See Addendum for the updated Attachment I, Statistics.
14.		The Scope of Work p. 10 states “the Contractor shall provide only new furnishings, fixtures, equipment, communications, hardware and signage”. This would imply that everything, including all assets installed as part of the Tis, must be new. Does this preclude the deployment of all serviceable but used equipment that is required to support the service?		Yes.
15.		In the Scope of Work p. 10 it states “a server room on a separate floor will be available.” During the Proposer’s Conference it was stated that each tenant in 390 Main would have a server room on their floor. Since the actual placement will drive costs, which is accurate?		See Term Sheet. See Addendum.
16.	Letter of Invitation, Scope of Work <i>and</i> I.C Project Description	Length of term of contract	The letter of invitation indicates that the operations and maintenance may extend up to 10 years while the Project Requirements and Resources/Project Description indicates that the potential extension is only 5 years. Please clarify which is correct.	See answer to Question 50. See Addendum.
17.	III. Proposal Form	E.3 Sample Documents	As these plans might be quite large, please clarify (1) whether they are exempt from the page count and (2) if they might be submitted as attachments rather than be included in the middle of the proposal.	Sample documents are exempt from the page count and may be submitted as attachments. See Addendum.
18.	SOW Section 3.2 Facility	General Facility Requirement	Please clarify: the cost of facility space should not be included in the pricing sheet but will be a separate line item to be included at a later point once facility space pricing is established by BATA.	See Addendum for revised Price Form.

19.	SOW Section 3.20	Collateral Material	Will BATA provide a list and type of collateral material the vendor is to print and distribute (or samples) and estimated annual usage?	<p>The vendor will be responsible for printing and distributing the following:</p> <p>1. FasTrak® Customer Handbook (8”H x 4”W, color, double-sided) – to be printed and included as part of online enrollment Toll Tag Kits, or upon customer requests. Estimated usage is approximately 13,000 per month. A copy of the current Customer Handbook can be found online at:  <a href="https://www.bayareafastrak.org/vector/static/forms/docs/handbook.pdf">https://www.bayareafastrak.org/vector/static/forms/docs/handbook.pdf</a></p> <p>2. Materials to construct a “generic” Retail Toll Tag Package – an envelope, insert, and FasTrak® Customer Handbook are used to construct a “generic” Retail Toll Tag Package for sale at small independent retail locations. Estimated quantities: approximately 500 packages every two years.</p>
20.	SOW 3.2.2, 3.3.1.2, 3.21.1, 3.4.3, 3.6.1, 3.4.3	Various customer service requirements	Some of these requirements indicate Chinese language requirements and some specifically indicate Cantonese. Will BATA please review and clarify.	When referring to the spoken language, the Chinese language is called Cantonese. When referring to the written language (e.g., printed materials or on Web site), translation must be in Traditional Chinese.
21.	SOW Section 3.19	Public Relations and Media Interaction	In the third paragraph, please clarify what types of public relations activities will be supported; provide an estimated frequency that these activities occur; and clarify that these activities only pertain to those related to FasTrak® or the RCSC.	Contractor shall support BATA public relations activities by assisting as requested by BATA in responding to media requests. RCSC support for PR activities is infrequent.
22.	SOW Section 3.18	Training, 2 <sup>nd</sup> paragraph	The first sentence indicates, “... present a <i>training</i> plan...”, while the second sentence says, “... review the <i>staffing</i> plan...”. Please clarify that the second sentence should state “training plan, and that there is not a staffing plan required by this section.	See Addendum.
23.	Request For Proposal Chapter III Section D “Team Structure and Organization” Page 6	Describe the firms that make up the project team and the distribution of work among them.	<p><u>Question:</u>  Would the BATA please confirm that it is possible to respond to the RFP in the form of a consortium and that it is possible to change such a consortium into an incorporated joint venture (e.g. LLC) after bid submission and/or on the date of the award of the Contract?</p>	This is not acceptable. The proposing entity must be formed by the time of proposal submission.

24.	Request for Proposal Chapter III Section F Page 7	Qualification and experience	<u>Clarification:</u>  Would the BATA please confirm that each individual reference must meet all of the qualification criteria or whether the qualification criteria can be met with the bundling of the three references?	These are two separate issues. Per Section III.F.1 of the RFP, a proposer must demonstrate that it meets each of the Minimum Qualifications set out in Section I.E. of the RFP. Per Section III.F.3, a proposer must provide three references from previous projects.
25.	Request for Proposal  Chapter IV Section B Page 10	Evaluation factors	<u>Modification :</u>  We would recommend that BATA keep the financial evaluation and the technical evaluation separate, as well as to keep the financial price confidential until the technical evaluation is done. Could BATA kindly confirm that it will modify the RFP accordingly?	BATA does not intend to keep the information separate.
26.	Request For Proposal Chapter V Section C “Binding Offer” Page 12	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 120 days after the due date for submission of proposals to BATA.	Our understanding is that the Contract will be in accordance with the terms of the proposal submitted by the selected Proposer. This would mean therefore that the exceptions set out in the bidder’s proposal are factored in the final Contract at the time of the selection of the proposer as prime contractor.  <u>Question:</u> Could BATA please explain how it intends to address such exceptions in the final Contract? In particular, how does BATA intend to deal with further exceptions or modifications incorporated in the bidder’s proposal which may not have been included in this Appendix E?	Proposers must submit exceptions by the due dates specified. BATA will get back to the proposers in sufficient time to let them know whether the exceptions are acceptable. If so, they will be incorporated into the contract. Proposers should not incorporate contract exceptions that haven’t been approved in their proposals.
27.	Request For Proposal Chapter V Section D “Contract Arrangements” Page 12	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 listed above	<u>Question:</u> Could BATA please explain how it will process the requests for exceptions prior to bid submission? In which time frame? N.B. Some of our requests recommend a change to the wording to contract provisions, or the need to add provisions. On some occasions, we have provided wording proposals. The table provided however is not necessarily the appropriate format to provide detailed wording. We remain at BATA’s disposal therefore to develop some aspects of our recommended changes to wording, as BATA sees fit.	Please provide all requested language by the deadline specified in the RFP to receive consideration.
28.	Appendix D : Terms and Conditions Article 4.3 Page 14	Insurance	<u>Questions :</u>  1. Will BATA allow the Contractor to provide separate insurance policies for the Implementation phase and for the Operation and	1. Yes, as long as the contractor complies with all the insurance provisions in the contract. 2. The Contractor may provide insurance on behalf of its Agents at Contractor’s expense.

			<p>Maintenance phase?</p> <p>2. Will it be possible for the Contractor to provide any insurance policy obtained by one of its agents at the Contractor own expense? (this is slightly different from the conditions specified in §1 of 4.3.1)</p>	
29.	Appendix D : Terms and Conditions Article 15.2.1 (iii) Page 52	Cure period for any breach before termination	<p><u>Modification :</u> We believe that the cure period for any breach before termination is too short. Would BATA please consider an increase of this period therefore to sixty (60) days.</p>	No. The Contractor needs to either cure the breach or submit a plan to cure breach within 15 days (or other reasonable period to be determined by BATA).
30.	Appendix I: Statistics	Traffic forecasts for the next 5 to 10 years	Could BATA please provide us with the traffic forecasts for the next 10 years?	See revised Attachment I, Statistics
31.	Appendix A : Scope of work  Page 1	General Description of project responsibilities	<p><u>Question 1 :</u> We understand that, while BATA’s preference is for a delivered RCSC solution, that BATA will consider hosted or other solutions to the requirements of the SOW, if the solutions are presented as an alternative which may result in cost savings to BATA. Our objective would also be to implement a cost-efficient project by taking advantage of economies of scale where and when possible by exploring solutions with external but very competent local service providers. . Therefore, for the following requirements, if BATA would please confirm if we could employ a subcontracting option, either in whole or in part:</p> <ul style="list-style-type: none"> <li>a) customer notifications</li> <li>b) outgoing customer communications</li> <li>c) on-site mailing</li> <li>d) incoming customer correspondence - return mail processing</li> <li>e) invoice processing</li> <li>f) toll tag inventory management - receiving, placing in inventory, distribution of toll tag kits</li> <li>g) website support</li> <li>h) <u>Manual</u> image review</li> <li>i) Debt collection</li> </ul> <p><u>Question 2:</u> Are there incentives for exceeding performance targets and deliverables?</p>	<p>All operations services shall be provided within the 390 Main Street building, except third party financial services, printing and mailing services, and software development and helpdesk services which may be provided at alternate location or at the 390 Main Street building.</p> <p>Contractors must submit a proposal against the RFP requirements.</p> <p>The road side equipment will perform to the requirements and service levels specified in those contracts.</p>

			<p><u>Question 3:</u> Would BATA consider solutions to the Scope Of Work requirements that can either increase revenue or mitigate risks?</p> <p><u>Question 4:</u> The Contractor level of service may depend on the Road Side Equipment (RSE) level of service. Could you please confirm that the contractor wouldn't be consider responsible in case his level of service is lowered due to RSE underperformance?</p> <p>Would it be possible for the contractor to be informed about the RSE service level agreement?</p>	
32.	<p>Appendix A : Scope of work</p> <p>Chapter 3.1.4</p> <p>Page 8</p>		<p>Could BATA please provide some examples of these "unique situations"?</p>	<p>Unique situations are infrequent situations for which no specific procedure or business rule may have been defined but which fall under the scope of customer service and system management for which the Contractor should reasonably expect to occur and for which no extra compensation is warranted.</p>
33.	<p>Appendix A : Scope of Work</p> <p>Chapter 3.2</p> <p>Page 11</p>	Facilities	<p><u>Question 1 :</u> Will BATA be providing the walk in facility and satellite facilities or will the Contractor need to provide these facilities?</p> <p><u>Question 2 :</u> Will BATA provide the power supply for the building? Or will the Contractor be in charge to pay for the power supply subscription and usage?</p> <p><u>Question 3 :</u> Where is the communication demarcation line marked, which consequently determines where the Contractor's accountability over communication lines begins? This information will be used in ascertaining overall cost of investment in communication infrastructure from the lanes to the operations center.</p> <p><u>Question 4 :</u> In order to ascertain the extent of physical improvements to be made on the facility and subsequently estimate the potential capital expenditure cost, would it be possible to evaluate (or obtain a copy of)</p>	<p><u>Question 1:</u> The walk-in facility shall be located at 390 Main Street. Contractor shall provide any satellite facilities.</p> <p><u>Question 2 :</u> Power will be submetered. Tenants will be responsible for the power supply subscription and usage.</p> <p><u>Question 3 :</u> Contractor is responsible for obtaining their own telecom provider and data communication to their work space. Conduit will be provided between the MPoE and the server room and tenant floor. Contractor is responsible for all wiring in the work space.</p>

			<p>the actual blueprints and building plans (mechanical, cabling, electrical, etc.) pertaining to the area designated for the operations center (walk- in facility, RCSC, Call center), as well as server room and street level storefront space?</p> <p><u>Question 5:</u> 3rd Paragraph starting with: Upon execution of the Contract,...</p> <p>In this paragraph, BATA mentions the “BATA’s building design and construction contractors”. Is the Contractor of RCSC need to sub-contract the arrangement of the building to these contractors? What kind of coordination do we have to plan with these companies?</p>	<p><u>Question 4 :</u> See attached floor plan in pdf format. Electrical, mechanical and plumbing drawings are not available. Tenant floors will be left as a cold shell.</p> <p><u>Question 5:</u> The Contractor may use its own construction contractor to complete its tenant improvements, but the construction contractor must sign a letter of assent to the existing Project Stabilization Agreement.</p>
34.	<p>Page 2, Letter of Invitation (2<sup>nd</sup> paragraph, SOW, Schedule, Budget)</p> <p>Page 2, RFP (3<sup>rd</sup> bullet point section C)</p>	4. Contract Term	<p>There are conflicting statements regarding the term of the contract extensions:</p> <p><u>Located under Scope of Work, Schedule and Budget</u> ‘The Operations and Maintenance period shall begin upon start of operation on July 1, 2014 and continue for a five (5) year period and shall be annually renewable at BATA’s discretion for up to ten (10) additional years, subject to the annual budgetary approval processes of BATA.’</p> <p><u>Located under C. Project Description (bullet point three)</u> “Extension Options: At BATA’s election, BATA may annually extend the maintenance and operations for up to five (5) years.”</p> <p>Can BATA please confirm the length of the extensions?</p>	See answer to Question 50. See Addendum.
35.	Appendix D: Contract, section 5.3.3 <i>Compliance with Statutes and Regulations</i>	Contractor agrees to comply with the information handling and confidentiality requirements outlined in the <i>California Information Practices Act (Civil Code sections 1798 et seq.) and in the California Streets and Highways Code Section 31490</i> . In addition, Contractor warrants and certifies that in the performance of this Agreement, <i>it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of</i>	<p>We have earned a global reputation for compliance and take very seriously our obligations to operate our business in compliance with the applicable laws wherever we operate. Nonetheless, we would propose that BATA and its legal advisors provide specific guidance on compliance with laws and regulations that are applicable to BATA and for which the bidder and its subcontractors would be responsible.</p> <p>Question: Will BATA provide guidance regarding laws and regulations applicable to its operations, and agree that the bidder and its subcontractors’ responsibility would be limited to complying with such guidance?</p>	BATA expects the Contractor to comply with all applicable laws, rules and regulations. Also, see Contractor responsibilities under Article 1.5, <u>Governmental Rules and Approvals</u> of Appendix D.

		<i>California and BATA</i> relating to information handling and confidentiality of PII and agrees to indemnify BATA against any loss, cost, damage or liability by reason of Contractor's violation of this provision.		
36.	Appendix D: Contract, section 8.5 <i>Warranty of Services</i>	In the event that any services provided by Contractor hereunder are deficient because of Contractor's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, BATA shall report such deficiencies in writing to the Contractor <i>within a reasonable time</i> . BATA thereafter shall have...The right to have Contractor re-perform such services at the Contractor's expense...	We would propose a defined process for BATA to review service deliverables and to either accept or reject them based on objective criteria. Following acceptance, deliverables would remain subject to a warranty for a specified period. The periods for acceptance and warranty will allow BATA and the bidder a reasonable period of time to test and inspect deliverables and to identify material defects.  Question: Will BATA agree to a 90-day warranty period and a defined acceptance process?	Warranties shall extend for one year from the completion of the implementation phase. See Addendum  Also, see Section 4.2, <u>Deliverables and Approvals</u> for the deliverable approval process.
37.	Appendix D: Contract, section 11.2 <i>Indemnification</i>	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") <i>against any and all demands, claims, suits or actions</i> 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 Contractor caused by any breach of the Agreement or negligent act or omission or willful misconduct of the Contractor or its officers, employees, subconsultants or agents.	We would seek to limit our indemnity obligations to third-party claim for specified risks that are customarily subject to indemnification, such as IP infringement, bodily injury and damage to property.  Question: Will BATA agree to replace the indemnities in the proposed contract with market appropriate indemnities for specified risks?	No.
38.	Appendix D: Contract, section 15.2 <i>Termination for Default</i>	The contractual remedy of <i>termination for default is not available to Contractor</i> , Contractor's sole remedies against BATA are under Article 12 and 13.	We believe that a defined standard for when failure to pay undisputed amounts due constitutes a material breach of the agreement provides critical clarity on the rights and obligations of both parties.  Question: Will BATA accept a provision to allow for the bidder and	No.

			its subcontractors to terminate for default if it performs services without compensation for longer than three months?	
39.	Appendix D: Contract, section 2.2 <i>Guaranteed Completion Dates and Liquidated Damages</i>	Contractor shall commence CSC Operations on July 1, 2014. Time is of the essence with respect to such date. <i>Failure to meet this date will result in liquidated damages of \$250,000 per month or any portion thereof.</i>	<p>We propose to limit this remedy to delays caused by the bidder and its subcontractor's failure to perform and to cap the number of months for which BATA could impose liquidated damages.</p> <p>Question: Will BATA agree to (a) adjust due dates without penalty to the bidder if the bidder and its subcontractor's performance is delayed by factors outside their reasonable control and limit the number of months for which liquidated damages may be imposed?</p>	No. Also, see Article 2.5.1.
40.	Appendix D: Contract, section 12.1 <i>Change Orders</i>	BATA reserves the right to make alterations to and permit deviations from the Contract and to require such changes in the extent or manner of performance of the Work <i>as are determined by BATA to be necessary</i> , subject to the provisions of this Article 12. All changes to the Contract shall be implemented by means of a Change Order signed by both parties.	<p>We recognize the importance of flexibility with regard to our proposed solution and are committed to working with BATA to determine appropriate modifications and extensions. We would seek to define and implement a detailed change control process and to require the mutual agreement of the parties prior to implementing changes to the solution or services.</p> <p>Question: Will BATA and the bidder agree to a formal change control process under which the parties implement only those changes to the solution or Services upon which the parties have reached mutual agreement regarding scope and price prior to implementation?</p>	No.
41.	Appendix D, Contract N/A <i>Limitation on Liability</i>	<i>None</i>	<p>We propose customary limitations on the liability of both parties with respect to any claims arising under our agreement as a critical means to manage risks and drive effective resolution of any disputes. Specifically, we propose to limit each party's aggregate liability for claims arising under this agreement to two times the amount of fees paid by BATA for the services giving rise to the claim during the 12-month period preceding such claim, as well as a full disclaimer of indirect, consequential, special and punitive damages. Such limitations would be subject to customary exclusions, including for fraud, willful misconduct and violations of intellectual property and confidentiality obligations.</p> <p>Question: Will BATA agree to such a limitation of liability?</p>	No.

42.	Appendix D: Contract, section 11.3.1 <i>Risk of Loss of Toll Collection Revenue</i>	At all times, <i>Contractor shall bear all risk of loss to the tolls collected by the CSC System</i> and lost while in the possession of the Contractor, except for loss caused by the sole negligence or wrong-doing of BATA or an Agency.	We would be responsible for performance of protective measures described in the agreement, but cannot guarantee that such measures will ensure no losses.  Question: Will BATA agree to exclude loss of tolls due to service interruption from the bidder or its subcontractors, except to the extent arising from willful misconduct or fraud?	No.
43.	Attachment J: BATA SDD 10 External Interfaces v1.5.1	10.1.6.9 Violation Data Files and Images Sent to the RCSC	The quality of Violation Images significantly affects the efficiency of back-office automated second-level processes to read/identify the license plates.  Question: Would BATA please share Violation Image samples, per each toll plaza, for transactions performed during the day and night, as part of the RFP?	Sample images will be provided for BATA and GGB bridges upon request.
44.	Appendix A: Scope of Work 3.2. Facility	3.2.1 General Facility Requirements ... The Bay Area Headquarters Authority (BAHA) is the owner of the 390 Main Street building. The Contractor shall specify the square footage of the operations center. <u>A server room on a separate floor will be available.</u>	Question 18: Can the mentioned server room serve as the primary data center for the RCSC system?  Question 19: Will the current system be installed and running in the mentioned server room?	Question 18: Yes. See Term Sheet. Contractor shall specify size and requirements per SOW section 3.2.1.  Question 19: No.
45.	Appendix A: Scope of Work 3.6. Customer Service Web Services	3.6.1 General Requirements The Contractor shall design, develop, implement, manage, and maintain the RCSC website. The Contractor shall use the BATA-owned domain, www.bayareafastrak.org, for the website.	The RFP calls for robust web-enabled Customer Self Service functionality, see Section 3.6 of Appendix A Scope of Work, including the requirement to use the existing domain www.bayareafastrak.org.  Question 21: Does the incumbent manage the existing domain and all the functionality therein? If not, what entity currently does?  Question 22: Also, would BATA and participating agencies be willing to continue to utilize this website and its features, instead of replacing it with a new implementation? The intent would be to maintain the current user experience but replace the integration layers behind the website in order to integrate with a new overall system.	21: Incumbent manages the existing domain and functionality.  22: BATA intent is to have a website that meets best practices and modern standards for e-commerce sites. It is unclear this would be met reusing the existing site. BATA would be willing to discuss providing the BATA developed Cascading Style Sheets for the current website in order to maintain the current user experience (i.e. look-and-feel and features) as long as it meets the contract requirements for the website. This decision will be finalized during the design and development phase.

46.	Appendix A: Scope of Work 3.1.2 DATA AND FINANCIAL SECURITY, INTEGRITY, AND ACCOUNTABILITY 3.24.1 KEY PERFORMANCE INDICATORS (KPI) - SYSTEM	The System shall accurately and correctly process 100% of all data collected.  h.   100% of transactions are processed correctly.   One or more incorrectly processed transactions per event.  100 points per event plus actual tolls lost and costs incurred  i.   100% of all file transfers are assembled and transmitted, or received and processed, correctly and on time.   One or more incorrectly processed file transfers per event.   100 points per event plus actual tolls lost and costs incurred.	Tolling systems rely on multiple layers of equipment and systems that begin with the lane equipment. As a result, transactions, at times, can experience transmission delays or require manual intervention to ‘push’ and/or recreate transactions. Also, setting a 100% service level is quite unusual. It also attracts significant costs from a bidder in order to mitigate a certain risk. Generally, service levels are set with some number of 9’s.  Question: In setting, the 100% standard for transactions and file transfers is BATA acknowledging that the vendor at times will need to invoke alternative processes that could result in the delayed delivery of transactions?  Question: Would BATA be willing to set a performance standard for transactions and file transfers based on some number of 9’s – e.g., 99.9%, 99.5% to be consistent with other stated performance measures?	See Addendum.
47.	Section 14.7 Prohibited Interests	Prohibited interests	Question: What is the process for disclosure of potential conflicts as referenced in that section?	Notify the Project Manager of any potential conflicts in writing.
48.			Are you planning on sharing the current database architecture and schemas for the preparation work for migration?	Please refer to the Succession Plan.
49.			Are you flexible with the requirements of the performance bond?	Other than to allow a proposer to substitute a letter of credit for the performance bond, no.
50.	RFP pg. 2, C. Project Description	At BATA’s election, BATA may annually extend the maintenance and operations for up to five years.	There is a discrepancy between the Project Description on page 2 of the RFP and the Letter of Invitation and the Scope of Work. The Project Description states, “At BATA’s election, BATA may annually extend the maintenance and operations for up to five years.” However, the Letter of Invitation, Scope of Work, and Terms and Conditions state that the maintenance and operations period can be extended for up to ten (10) years. Please confirm that the maintenance and operations period may be extended for up to ten (10) years for a potential fifteen (15) year term.	Yes, the maintenance and operation period may be extended up to 10 years past the initial 5 years on a year by year basis. See Addendum.

51.	RFP pg. 3, F. Performance and Payment of Bonds, and Appendix D Contractor Agreement, 4.2 Letter of Credit	Contractor... has provided additional security for the performance of its obligations for maintenance and operations hereunder through a letter of credit...	Please confirm and amend to read that an annually renewable performance bond is acceptable in lieu of a letter of credit during maintenance and operations.	Change is not acceptable.
52.	RFP pg. 20, Appendix B-1 Bill of Materials	Replacement unit price will be used for equipment replacement costs during the maintenance period.	Please confirm that consistent with other pricing in the RFP, these figures are to be stated in 2013 dollars. Additionally, please confirm that the amounts will be increased each year after 2013 by the California CPI, also consistent with other pricing requested.	Yes.
53.	SOW 3.1.1 System Accuracy, Reliability, Maintainability, Flexibility, and Scalability	14. The System shall support RCSC operations over the life of the project:	Please confirm that "life of the project" is the initial 60 month operational period and does not include the optional extension periods.	Life of the project includes all contract extensions.
54.	SOW 3.3.1.2 Account Applications	15. The Contractor shall make printed Applications available at toll booths, the Walk-in Facility, BATA offices, and other remote locations designated by BATA.	Will BATA please provide the estimated annual volume of customer materials by type?	<p>1. Full brochure w/ application – BATA prints and provides to Contractor.</p> <p>2. Mini-brochure w/o application – Spanish and Chinese available online in PDF format. English version is printed by BATA and provided to Caltrans, Bay Crossing, and other outlets.</p> <p>3. Application portion only (with T&amp;Cs on back) - available online in all three languages in PDF format.</p>
55.	SOW 3.18 Training	20. Paragraph two, sentence two states, "BATA may review the staffing plan and reserves the right to request modifications to the plan."	Please confirm that the second sentence of this paragraph should read, "BATA may review the training plan and reserves the right to request modifications to the plan."	The word should be training, not staffing. See Addendum.
56.	SOW 3.24.2 Key Performance Indicators - Operations	21. Image Review – First 90 Days Item a. 75% of all images identified for manual image review to be processed within 3 days of the transaction receipt from the Agency.	Please confirm that the measurement starts upon receipt of the image from the BATA lane provider and not the lane transaction date.	Yes.
57.	SOW 3.24.2 Key Performance Indicators - Operations	22. Image Review – First 90 Days Item b. 100% of all images identified for manual image review to be processed in 15 days of the transaction occurring in the lane	The CSC Contractor cannot begin manual image review until the files are received from the lane system, which is outside of the CSC Contractor's control. Please confirm that this KPI should read: "100% of all images	<p>See Addendum for revised KPI.</p> <p>Images and transactions are transmitted within 24 hours except in unusual occurrences.</p>

			identified for manual image review to be processed within 15 days of receipt of the image and transaction files from the Agency.” Within how many business days of the occurring date can we assume all images and associated transaction files will be received?	
58.	Appendix B Price Form, pg. 1	26. Contractor’s price shall include... rent...utilities	In Paragraph 2 the instructions state, “Unless specifically stated otherwise in the RFP, Contractor’s Price shall include... rent... utilities...” However, Price Form Line L1 indicates rent will not be part of the evaluation. Can BATA please clarify how Proposers are to capture the cost of rent in their price submission?	See Addendum for revised Price Form.
59.	Appendix B Price Form, pg. 3	27. P5 Qualifying Event: Customer Communication Plan	The delivery timing of this plan seems out of place in the Data Migration section. Could it be moved to the P7 Commencement milestone?	Yes. See Addendum
60.	Appendix D, 4.3.14 Certificates of Insurance; Appendix D-1, Insurance Requirements	31. Prior to commencement of any work hereunder, Contractor shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages.	Please confirm and amend to read that ACORD Standard Certificates of Insurance are acceptable.	ACORD certificates are the standard that most entities use and are acceptable. No amendment to contract is necessary.
61.	Appendix D 15.3 Termination for the Convenience of BATA	32. BATA may terminate this Agreement, in whole or in part, at any time by written notice to Contractor.	Please confirm that BATA will provide written notice of at least 90 days prior to termination for convenience.	BATA will give the Contractor reasonable notice in the event of a termination for convenience, but cannot commit to a minimum time to give notice.
62.	Appendix A, SOW, section 2.4, #11	Collections	Please provide a copy of the current collections vendor’s agreement with the agency.	A copy of the collection vendor agreement is available upon request.
63.	Appendix A, SOW, section 3.1.4, item #1	Unscheduled Time	Please explain what BATA means by the vendor devoting both scheduled and “unscheduled” time to this work effort. How will BATA judge the use of unscheduled time?	The Contractor is expected to devote the time necessary to complete work and services under the Scope in a timely manner without the expectation of extra compensation.
64.	Appendix A, SOW, section 3.2.1	Facility Space Pricing	In order to understand all pricing components, the price for the facility usage would need to be known during the proposal pricing phase. Please provide the monthly facility space charges.	See Addendum for Term Sheet.
65.	Appendix A, SOW, section 3.20	Collateral Material	Please provide a monthly estimate of the type and quantity of collateral material anticipated by BATA to be printed by contractor.	See response to question 19.

66.	Appendix B, Price Forms		Will BATA please provide the price sheets in Excel or Word format?	Price sheets will be provided in Excel or Word format.
67.	Appendix D, page 2 1.1.1 Documents Comprising Contract	Currently, the requirement is as follows: The FasTrak® Regional CSC Contract consists of the following signed documents, in order of precedence: a. Change Orders; b. Contract Terms and Conditions; c. Approved Final System Design Document; d. Approved Preliminary System Design Document; e. Appendix A, including its Attachments; f. The Request for Proposal dated May 25, 2012, as revised by any Addenda issued; g. Contractor's Proposal dated ____.	It is respectfully requested that the order of precedence be amended as follows: a. Change Orders; b. Contract Terms and Conditions; c. Approved Final System Design Document; d. Approved Preliminary System Design Document; g. Contractor's Proposal dated ____. f. Appendix A, including its Attachments; g. The Request for Proposal dated May 25, 2012, as revised by any Addenda issued;  <u>Justification:</u> This reflects the fact that this is a negotiated procurement wherein the proposal submission may differ from the original requirement, as opposed to a sealed bid where there is no negotiation or deviation from the stated requirements. If the order is not thus amended, it would imply that notwithstanding what was included in the proposal as the offered solution, Appendix A and the RFP would always take precedence. BATA still retains the right to not accept a proposer's solution by its award determination.	BATA notes the concern and will deal with the issue in the final contract, depending on the content of the selected proposer's proposal.
68.	Appendix D, page 10 3.3 INVOICES  3.4 PAYMENT FOR LUMP SUM ITEMS 3.5.1 Determination Of Unit-Based Costs	Currently, the requirement is as follows: 3.3 "Contractor shall provide any <i>appropriate documentation</i> relating to the Contractor's invoice, reasonably requested by BATA." 3.4 "Contractor shall provide supporting documentation relating to Contractor's invoice, ..." 3.5.1 Contractor shall provide any <i>appropriate documentation</i> relating to Contractor's invoice, ..."	Given that the implementation portion of the contract will be fixed price and the maintenance portion will be a monthly fee, please delineate what would comprise "appropriate documentation" or "supporting documentation" so that there will be no delays in the preparation and payment of the invoices.	Appropriate documentation will be agreed upon during development of Project Management Plan and Operations Plan and shall demonstrate receipt of approval of deliverables for fixed price items and quantities for operation unit price items along with required reports on KPI's and other operational deliverables defined in SOW.
69.	Appendix A, Section 4.5.1.3.4 & 4.6.1.3		Is the Data Migration testing described in Appendix A sections 4.5.1.3.4 and 4.6.1.3 one and the same, or does BATA view it as two distinct tests with the same procedures?	The same. The difference is that Section 4.5 describes the planning requirements, and Section 4.6 describes the testing requirements, which rely on the material developed in Section 4.5. Please note, however, that the

				referenced section in Section 4.6.1.3 should be to “Section 4.5 Data Migration”, <u>not</u> to Section 4.4 as noted. See Addendum.
70.	RFP, Section I – B. FasTrak® Operation  Appendix B – Price Form – Price Proposal	Section I of the RFP states that the lease terms will be agreed, implying that negotiations will occur at some point in the future.  Appendix B – Price Form, Price Proposal states that rent, leases, tenant improvements must be included in pricing.  These sections appear to be in conflict. The RFP states that lease terms will be negotiated, while the price form provides instructions to include costs that are yet to be negotiated. Without having a better understanding of the lease terms and level of tenant improvements required it is not feasible to provide accurate pricing.	Can BATA consider removing the requirement to include pricing for lease, rent, utilities, tenant improvements, etc. until such time there is a more clear understanding of the lease terms and related costs or work required to occupy 390 Main Street for CSC operations?	See Addendum for Term Sheet and revised Price Form.
71.	RFP, Section I – B. FasTrak® Operation  Appendix B – Price Form – Price Proposal	If BATA maintains that Proposers are required to provide pricing on fulfilling requirements in the RFP related to locating the CSC at 390 Main Street, San Francisco, then additional information is required to allow for accurate pricing.	Can BATA provide answers / information to satisfy the following: <ul style="list-style-type: none"> <li>• Please provide CADD drawings of the existing building identifying areas to be used for CSC operations.</li> <li>• Please indicate whether the current building meets all relevant building codes.</li> <li>• Please state whether the building’s prior use is consistent with its intended future use. For example, were the areas intended to serve as the customer service center used previously as office space?</li> <li>• Please indicate whether the proposers will be responsible for any of the building systems. For example, is the A/C shared for the building or will proposers be required to install this or any other type of system as part of the tenant improvements?</li> <li>• Please indicate the age of the current ceiling grid, duct system, lighting system, sprinkler system, etc. Are these required to be upgraded as part of tenant improvements?</li> <li>• Will BATA (BAHA) be making general building or structural improvements prior to proposers taking responsibility of space to commence tenant improvements and operations?</li> <li>• Please indicate what date the building is expected to be available</li> </ul>	<ul style="list-style-type: none"> <li>• See attached floor plan in pdf format. Electrical, mechanical and plumbing drawings are not available. Tenant floors will be left as a cold shell.</li> <li>• The building will meet all relevant building codes when BAHA’s renovation project is complete.</li> <li>• The building’s prior use is consistent with its intended future use.</li> <li>• See Term Sheet.</li> <li>• Tenant must upgrade all systems as part of tenant improvement.</li> <li>• BAHA will be making general building and structural improvements prior to proposers taking responsibility of space to commence tenant improvements and operations.</li> <li>• The building is expected to be available to the Contractor in January 2014.</li> </ul>

			to the Contractor.	
72.	RFP, Section I – B. FasTrak® Operation Appendix B, Price Form – Price Proposal		Can BATA please provide a copy of the draft lease agreement?	See Term Sheet.
73.	Attachment I, Statistics	Toll Violation Payments Processed	Does the number of payments processed include only payments by mail? If not, will BATA please provide data for the number of violation payments processed through the mail?	Approximately 16,000 violation payments through mail are processed each month.
74.	Appendix A, Section 3.1.3		Can BATA clarify what level of security will be provided by BATA at the 390 Main Street entrance? Will any security be provided on holidays?	See Term Sheet.
75.	Cover letter/ RFP (p. 2)	<p>The Cover Letter states: “The initial work shall be completed and the operations and maintenance period shall begin upon start of operation on July 1, 2014 and continue for a five (5) year period and shall be annually renewable thereafter at BATA’s discretion for up to ten (10) additional years, subject to the annual budgetary approval processes of BATA. “</p> <p>While the RFP page 2 states:  “The scope of the contract to be entered into will consist of:</p> <ul style="list-style-type: none"> <li>• Development - Develop, test and migrate to the Regional CSC.</li> <li>• Maintenance and Operations – Maintain and operate the Regional CSC for a five-year period.</li> <li>• Extension Options – At BATA’s election, BATA may annually extend the maintenance and operations for up to five years”</li> </ul> <p>Comment: There seems to be a contradiction in relation to the renewable maintenance period after the 5-year period</p>	Please clarify which of these statements should be considered as valid.	See answer to Question 50. See Addendum.

		for maintenance services established.		
76.	III.E.3. (page 6)	1. Proposer shall provide sample documents from similar projects for the following: a. Data Migration Plan b. Quality Management Plan c. Transition and Implementation Plan	Request confirmation that these documents are not included in the 200 page limit.	Sample documents are not included in the page count. See Addendum.
77.	2.5 Item 7 (Page 6)	System Interfaces “Interface to Third Party Collections – Forward negative balance FasTrak® accounts, and unpaid toll violations not on DMV hold, to BATA's designated collection agency.”	Please provide the contractor’s requirements for documentation packets to be sent to BATA’s collections agency. Can copies of the required packet, the collection agency’s scope of work and/or standard operating procedure be made available?	Collection Agency Agreement is available upon request.
78.	3.1.3 (page 8)	Physical Security “The Contractor shall be responsible for the physical security of the RCSC facilities and all property within it.”	Is the RCSC security system to be integrated with BAHA’s or separate/stand alone?	See Term Sheet.
79.	3.2 (page 10/11)	Facility “The Contractor shall specify the square footage of the operations center.” And “Storefront space may be available at street level.” And “The Contractor shall specify size and requirements of the server room and a street level Walk-In Center.” And ” The Contractor shall compensate BATA monthly for facility space at the 390 Main Street building at a price to be determined by BAHA prior to contract execution. The compensation shall be a separate line item.” And “It is anticipated that the Contractor will be able to occupy the space in Fall 2013 to begin any tenant improvements.” And	<ul style="list-style-type: none"> <li>• Can a CAD file of the proposed floor/spaces be made available? What is BAHA’s method of measurement for the space?</li> <li>• Is there parking available?</li> <li>• Will Power (wattage psf) and Data (fiber) be available on the floor?</li> <li>• Please define all costs that will be charged to the tenant including janitorial and facility charges related to occupying the building after hours and on weekends (HVAC, lighting, security, etc.)</li> <li>• Please define the provided “Warm Shell” referenced at Proposers’ Conference?</li> <li>• What are the conditions for access to the building, physical security presence (or lack thereof) and HVAC/lighting after hours and on Sunday?</li> <li>• Should retail space be unavailable in 390 Main St. are there geographic parameters for an alternate site?</li> <li>• Is BATA or the Contractor responsible for the City’s permitting and related processes for the “signage visible for passing traffic” and any other permits needed for the walk-in center, the RCSC and/or the call center?</li> </ul>	<ul style="list-style-type: none"> <li>• See attached floor plan in pdf format.</li> <li>• There is no tenant parking available.</li> <li>• Contractor is responsible for their own data connectivity and cables.</li> <li>• See Term Sheet.</li> <li>• See Term Sheet.</li> <li>• See Term Sheet.</li> <li>• Walk-In space will be provided at 390 Main Street.</li> <li>• Contractor is responsible for getting City of San Francisco permits for all its tenant improvements.</li> </ul>

		<p>“Upon execution of the Contract, the Contractor shall comply with the lease terms and price established by BAHA’s building manager of the 390 Main Street building.”</p> <p>And</p> <p>“The Contractor shall clearly identify services it proposes to perform outside the BATA-provided facility.”</p> <p>And</p> <p>“The Contractor shall provide BATA-approved signage visible for passing traffic.”</p>		
80.	3.2 (pages 10-14)	Facility	<ul style="list-style-type: none"> <li>• Please provide the current plan for UPS system, including capacity. Please clarify if the floor UPS can be used by the FasTrak® contractor or if they will need their own independent UPS system.</li> <li>• Please clarify who will be maintaining operability of the MPOE. Please clarify if the contractor is to provide UPS units in the MPOE.</li> <li>• Please provide the electrical capacity for the areas of operation. Please clarify if the existing outlets will be stripped. Please provide electrical plans.</li> <li>• Please provide preliminary floor plans. Please provide plans that include locations of risers and communications closets.</li> <li>• Please provide details of the fire suppression system that will be in place. Please clarify if we have ready access to a “kill” switch.</li> </ul>	<ul style="list-style-type: none"> <li>• CSC server room will be adjacent to the BAHA computer room but secured separately. UPS, HVAC, generator power will be provided to the server room. Contractor will be responsible for any desk side UPS in the tenant area. Use of commercial grade UPS in the tenant space must be disclosed and approved before installation.</li> <li>• MPOE will be covered by building UPS. Access to the MPOE will be managed by building security. Contractor is responsible for obtaining their own telecom provider.</li> <li>• See attached floor plan in pdf format. Electrical, mechanical and plumbing drawings are not available. Tenant floors will be left as a cold shell.</li> <li>• See attached floor plan in pdf format.</li> <li>• Fire suppression will be provided for server room equipment in the CSC server room which will be adjacent to the agency server room.</li> </ul>
81.	3.2.2 (page 12) 3.3.1.2 (page 14) 3.4.3 (page 37) 3.21.1 (page 90)	<p><b>WALK-IN SERVICES PROVIDED</b></p> <p>The Contractor shall provide services to Customer in English, Spanish, Chinese, and Vietnamese.</p>	Please clarify Chinese or Cantonese.	See response to question 20.

		<p>Account Applications BATA will design printed Applications and terms and conditions in English, Spanish, Chinese, and Vietnamese and provide print-ready files of Applications.</p> <p>LANGUAGES SERVICED The Contractor shall provide call center services in English, Spanish, Cantonese, and Vietnamese both conversationally and with written forms and other Customer service material.</p> <p>GENERAL WEBSITE REQUIREMENTS The website shall provide general tolling information and account services as defined by BATA. At a minimum, this information shall be provided in English, Spanish, Chinese, and Vietnamese.</p>		
82.	3.3.1.2 (page 14)	<p>Account Applications “BATA will design printed Applications and terms and conditions in English, Spanish, Chinese, and Vietnamese and provide print-ready files of Applications. There may be different applications for varying account types.”</p>	In addition to provision of designed applications, is BATA or the Contractor responsible for providing web-ready files of those applications and terms and conditions for posting in the appropriate Web site locations?	BATA is responsible for providing web-ready files of the application forms and Terms and Conditions for the Contractor to post on the Web.
83.	3.3.1.8 (page 21)	<p>Toll Tag Kit The Contractor shall provide all Toll Tag Kit materials with the exception of the following items, which BATA will provide to the Contractor: retail packaging, Toll Tags, and Mylar bags.</p>	What is required to be in the Toll Tag Kit beyond what BATA is providing as listed? How many Toll Tag Kits are mailed per month?	Toll Tag Kits are sent out to customers enrolling by web, phone, mail, or fax. Toll Tag Kit items to be provided by Contractor include the mailing envelope, a FasTrak® Customer Handbook, and an account information letter.
84.	3.3.2.14 (page 29)	<p>Lost or Stolen Tag Processing “The Contractor shall deactivate a lost or stolen Toll Tag reported by Customer via USPS or courier, SMS text message or email...”</p>	What is the required and/or current procedure to confirm the identity of the account holder reporting a lost or stolen tag? What is the volume of reported lost and stolen tags per month?	The procedures should be same as used to identify any accountholder. The volume is approximately 1,500 lost/stolen tags per month.
85.	3.4.1 (page 36)	<p>“The Phone System shall handle all concurrent incoming and outgoing calls. The Phone System shall process high-volume, peak periods without degradation</p>	Please provide call statistics from the current system to show average and peak call volumes as well as the peak periods for calling and how long the peaks are.	This data is not available.

		of hardware or software performance.”		
86.	3.6.2 Item 17 (page 43)	Customer Secure Web Login Services “Promotion Code – Customers shall be able to enter a promotional code for future marketing offers.”	Please further explain the relation of this promotional code with the tolling services (account registration; payments). Please provide an example.	From time to time, BATA may run an online marketing promotion that could require a customer to enter a promotional code upon online enrollment to qualify for a particular giveaway. For example, between X date and Y date, any customer who opens a new account and enters the promotional code ABC123 will be eligible to win free tolls.
87.	3.12.6.2 (p.58)	Image Review and Processing “The Contractor’s image review processes shall include procedures that result in the level of accuracy required by the Key Performance Indicators (KPI), such as blind reviews, quality checks, and escalation procedures.” Can you also clarify automation rate and false positive error rate for image processing? Comment: Not able to find these requirements mentioned in KPIs for Image Review.	Please clarify KPI requirements.	See Addendum.  Per Appendix I, 57% of images are automatically reviewed. False positive rate is less than 2%.
88.	3.12.6.2 (p.58)	Image Review and Processing “The Contractor’s image review processes shall include procedures that result in the level of accuracy required by the Key Performance Indicators (KPI), such as blind reviews, quality checks, and escalation procedures.”	Please clarify automation rate and false positive error rate for image processing.	Per Appendix I, 57% of images are automatically reviewed. False positive rate is less than 2%.
89.	4.2.3 (page 121)	DOCUMENT DELIVERY AND CONTROL FTP is a proven process for transfer of large-sized files, but there are other tools that are more efficient for document storage in this environment.	Please confirm that other proven commercial documents storage methods are acceptable.	Yes, proven commercial document storage methods are acceptable, subject to meeting BATA’s security requirements and BATA’s approval.  See Addendum.

90.	3.24.2 (Page 104-111)	<p>7. KPIs:</p> <p>Customer Satisfaction First 90 Days and Ongoing  “Monthly customer service satisfaction survey rating of at least 80% satisfactory or equivalent for each Customer contact point (survey results)”</p> <p>(d) “Complaints, Toll and Toll Violation 1st and 2nd Notice disputes <u>resolved</u> within 3 days less than 90% of total (excludes DMV and Collections referred transactions)”</p> <p>(e) “Toll complaints and Toll Violation 1st and 2nd Notice Disputes <u>resolved</u> within 10 days = 100% (excludes DMV and Collections referred transactions)”</p> <p>(f) “The number of repeat or unresolved Customer complaints initiated by phone or in-person contact for the same Customer issue is less than 25% of all phone or in person complaints.”</p> <p>Customer Satisfaction First 90 Days and Ongoing  “Call abandoned rate less than 10% of total calls”</p> <p>Image Review - First 90 Days and Ongoing  (a) “75% of all images identified for manual image review to be processed within 3 days of the transaction receipt from the Agency  (d) “Number of images processed with correct reason codes (based on a quality audit results and system reports)”</p> <p>Fulfillment – Ongoing  “Number of Customer tag orders sent within 2 days of the receipt of the orders for the month (system report)”</p> <p>Statements, Bills and Notices – First 90 Days and Ongoing  (a) “100% of statements, invoices, and Violation Notices mailed or emailed within</p>	<p>Customer Satisfaction First 90 Days and Ongoing  (a) Is the customer service satisfaction survey rating a cumulative score of all 5 customer touch-points or does each touch point need to meet or exceed the measurement?  (d, e,) What is the definition of “resolution” – that the business rules are adhered to or as the customer defines “resolution?”  (f) What are the business rules and or procedure pertaining to resolving a customer complaint wherein they received an invoice as a result of GGB cashless tolling but a violation for the same behavior on the other bridge/s?</p> <p>Customer Satisfaction First 90 Days and Ongoing  (b) What is the definition of an “abandoned call” – after the 180 second defined wait time or any call that is registered by the phone system? What are the metrics for abandoned calls due to dropped phone connection (technological issue on user’s end), user initiated abandonment (took another call, changed mind, etc.)</p> <p>Image Review - First 90 Days and Ongoing  (a) Definition of 3 days – 3 business/working days, or calendar days.  (d) Please clarify that “reason codes” are only needed for images that are rejected and provide the business rules detailing the acceptable reasons for rejecting images.</p> <p>Fulfillment – Ongoing  (a) Please clarify that 2 days mean 2 business/working days with postal service. Will the building have Saturday mail service?</p> <p>Statements, Bills and Notices – First 90 Days and Ongoing  (a) “Due Date” or “Statement Date?”</p> <p>Reports and Reconciliation (First 90 Days and Ongoing)</p>	<p>(a) The rating is cumulative. See Addendum.  (d,e) Resolution is defined as performance consistent with the business rule. See Addendum.  (f) The business rules for this will be developed as AET on GGB is implemented.  Customer Satisfaction First 90 Days and Ongoing:  (b) An abandoned call is one that is disconnected before reaching a CSR. The requested metrics are unavailable.  Image Review - First 90 Days and Ongoing:  (a) Please refer to the last sentence of section 3.24.2 of the Scope of Work.  (d) The reason codes will be developed in accordance with section 4.4.2 of the Scope of Work.  Fulfillment – Ongoing:  (a) Regarding “days”, please refer to the last sentence of section 3.24.2 of the Scope of Work. Regarding postal service, Contractor shall be responsible for all CSC mail services and for reaching agreement with the USPS on these services. See Addendum.  Statements, Bills and Notices – First 90 Days and Ongoing:  (a) The due date for each item will be established accordance with section 4.4.2 of the Scope of Work.</p>
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		the <u>due date</u> (as set out by BATA for issuing the statement, invoice or Violation Notice)” Reports and Reconciliation (First 90 Days and Ongoing)		
91.	General - Images	Comment: Attachment B mentions that 5 color images in JPEG format and 1 black and white in BMP format are required for CALTRANS facilities (7 bridges); and 4 JPEG black and white for the GGB. There is no information in the Attachment B as to file size and quality either for CALTRANS facilities or GGB images. This information is necessary for sizing estimation purposes.	Please provide size and quality specifications of all images transferred to the RCSC.	Sample images will be provided for BATA and GGB bridges upon request.
92.	2.5.1	Schedule Slippage Comment: The first paragraph of this section provides for 7 days to submit a cure plan, but Article 15.2.2 provides for 15 days to submit a cure plan in case of threatened default.	To avoid any confusion, we request that the 7 days timeframe in section 2.5.1 be changed to 15 days, to match that provided in section 15.2.2.	Change is not acceptable. The 7-day period specified under Article 2.5.1 relates to Contractor’s duty to let the BATA Project Manager know how it intends to return to compliance with respect to a schedule slippage. The 15 day period specified in Article 15.2.2 relates to a cure period in the event that BATA wishes to terminate the Contractor for default.
93.	5.1.3, 5.1.5, and 5.3.3	Comment: Contractor is confident that the parties can work together reach agreement on acceptable language that provides BATA what it needs for this project, while protecting Contractor’s intellectual property rights in its products.	Contractor requests to negotiate modifications to these sections to account for the Contractor solution being commercial-based and containing pre-existing intellectual property, including that of third parties.	Contractor shall provide language by date specified in RFP to receive consideration.
94.	Appendix D. 4.1		Q. Reference to "surety acceptable to BATA" in 4.2 BATA provides criteria for a Bank, would it be possible to clarify what conditions will make surety acceptable to BATA? Comment: Current clause allows too much discretion to BATA.	See RFP at Section III.L, <u>Bonding Assurance</u> .
95.	RFP I.G.	In order to promote equitable competition during the procurement process, BATA will make available to the extent possible documents to help Proposers understand the operations, policies and business rules.	"In order to promote equitable competition during the procurement process, BATA will make available, to the extent possible, documents to help Proposers understand the operations, policies and business rules."	Resolution 52, FasTrak® Policies Resolution 96, Privacy Policy Application and License Agreement

96.	Appendix A 3.1.3	Security of the facility	Does an existing secure access system exist or does the contractor need to provide?	See Term Sheet.
97.	Appendix A 3.2.1	The Contractor shall ensure that all facilities are ADA compliant.	Can you advise if 390 Main Street building is ADA compliant without modifications?	The building will be ADA compliant when the BAHA renovation is complete.
98.	Appendix A 3.3.1.8	The Contractor shall provide all Toll Tag Kit materials with the exception of the following items, which BATA will provide to the Contractor: retail packaging, Toll Tags, and Mylar bags.	What are the additional materials or components do you expect to be provided by the Contractor?	The Contractor is responsible for the envelope, postage, and printed materials such as Customer Handbook that includes license agreement and mounting instructions.
99.	Appendix A 3.24.3	Table 14: KPI Non-Compliance Point Threshold	Can you explain how are calculated those thresholds? For example the threshold for Website is reached at the first occurrence.	The KPI thresholds indicate what is important to BATA and should be evaluated in combination with the points that can be assigned for that category and the number of times in a 12-month period that the threshold might be reached by the Contractor. Note that reaching the threshold in any one category does not automatically result in a deduction of compensation as the total points assigned must exceed 25 points for the period, inclusive of any multipliers due to reaching the threshold (see Table 13).
100.	Appendix A 3.3.1.8	Tag Tag Kit	What is the size and weight of a tag/package and marketing material? How many pages of marketing material are required – full color? Double Sided?	The size of the Toll Tag Kit can be any size, as long as it is large enough to hold the contents specified in the RFP (for contents, see response to question 243). The FasTrak® Customer Handbook is currently 8”H x 4”W. A PDF version of the Customer Handbook can be found online at: <a href="https://www.bayareafastrak.org/vector/static/forms/docs/handbook.pdf">https://www.bayareafastrak.org/vector/static/forms/docs/handbook.pdf</a> Information about the weight is not available.
101.	Appendix A 4.5	Data migration	Please describe how the current vendor will participate in the data migration effort?	The current vendor’s role is described in the succession plan.
102.	Appendix B Price L1	Total Lease Price	Do you expect that the Contractor will pay for the 390 Main Street building lease?	See Term Sheet.

103.	Appendix B Price L1	Total Lease Price	Do you expect that the building lease price will not suffer escalation during the 60 months?	See Term Sheet.
104.	RFP Appendix D-1 “Umbrella Insurance” p24.	Umbrella Insurance in the amount of \$10,000,000 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.	Will BATA please confirm that the limits requirement can be satisfied with any combination of Primary and/or Excess Policies?	Yes, this is fine.
105.	Appendix A: Scope of Work Section 2.4; “Rental/Fleet Vehicle Processing” p. 5	3) Process transactions incurred by rental car agencies and fleets according to the terms of the existing agreements with BATA and the existing ICD.	In order for proposers to accurately price this requirement, will BATA please provide the existing agreements and the existing ICD?	The ICD is provided as Appendix F. The Agreement is available upon request by potential bidders.
106.	Appendix A: Scope of Work Section 2.4; “Third Party Collections” p. 5	11) Forward negative balance FasTrak® accounts and unpaid toll violations not on DMV hold, to BATA's designated collection agency. The system shall have the ability to accept payments from the collection agency and post them to the appropriate account. Record any additional fees or interest that result from collections activity, and reconcile all activities between the RCSC and the collection agency.	This section indicates that BATA will provide the collection agency. However, it is not included in the list of BATA provided items in Appendix B – Price Form.  Will BATA please confirm that BATA will provide the collection agency?	Please see Addendum for clarification to Appendix B.
107.	Appendix A: Scope of Work Section 3.1.2 “Data and Financial Security, Integrity, and Accountability” p.7	The System shall include features to assure the security and integrity of all data collected and processed by the RCSC. The System shall accurately and correctly process 100% of all data collected.	The statement that the System shall accurately and correctly process 100% of all data is overly broad and onerous.  Will BATA please delete the second sentence in the first paragraph?	No.
108.	Appendix A: Scope of Work Section 3.1.3 “Physical Security” p.8	The Contractor shall be responsible for the physical security of the RCSC facilities and all property within it.	Will BATA please confirm that this requirement is specific to only the area controlled by the Contractor?	See Term Sheet.

109.	Appendix A: Scope of Work Section 3.1.5 “BATA and Toll Agency Access” p.9	BATA shall be granted unrestricted access to the RCSC facilities. BATA shall have the right to inspect the facilities at any time and shall have full access for any purpose including internal audit and general observation or monitoring.	Understanding that BATA requires access to their facility, unrestricted access could create PCI compliance issues.  Will BATA please consider revising the language such that any access by BATA will not create a PCI compliance violation except in the case of an emergency?	No. Procedures will be established during design and development that meet PCI, however BATA staff and BATA representatives shall never be denied access to the Contractor areas of the BATA project locations.
110.	Appendix A: Scope of Work Section 3.1.8 “CTOC Rules and Regulations” p.10	...(the most recent CTOC Technical Specifications for Interagency Electronic Data Interchange is currently Rev. G.4.1).	Will BATA please confirm the most recent CTOC version is G.4.4 rather than G.4.1.?	Yes, that is correct.
111.	Appendix A: Scope of Work Section 3.1.8 “CTOC Rules and Regulations” p. 10	The Contractor shall keep current with the most recent published CTOC specifications to ensure full interoperability and reciprocity with all other CTOC member agencies, at no additional cost to BATA (the most recent CTOC Technical Specifications for Interagency Electronic Data Interchange is currently Rev. G.4.1).	To maintain compliance throughout the term of the contract may require software modifications. Although it may be reasonable to require the contractor to support minor changes over the term, the obligation to support all changes within the scope cannot be accurately estimated (the significance of the required change and the frequency of required changes is unknown).	See revisions shown on Revision page of CTOC Technical Specification to get a sense of the types of change that have been made. These changes are required by all systems within California toll agencies, as such, the revisions tend to be minor small steps.
112.	Appendix A: Scope of Work Section 3.2.1 “General Facility Requirements” p.10	The Bay Area Headquarters Authority (BAHA) is the owner of the 390 Main Street building. The Contractor shall specify the square footage of the operations center. A server room on a separate floor will be available. Storefront space may be available at street level. The Contractor shall specify size and requirements of the server room and a street level Walk-In Center.	This section states that storefront space “may” be available at street level. The contract requires that a walk-in facility be provided. If storefront space is not provided by BATA at 390 Main Street, the Contractor’s cost will increase, e.g. may require two armored car pickups, additional supervision, etc.  Question 1: Can BATA confirm that space will be provided at this location? Question 2: If not, can BATA please confirm that additional compensation will be provided if a walk-in facility must be provided in a separate facility? Question 3: Will BATA please provide the form of lease agreement contemplated under this agreement inclusive of terms and conditions?	Question 1: Walk-In space will be provided at 390 Main Street.  Question 2: No.  Question 3: See Term Sheet.
113.	Appendix A: Scope of Work Section 3.2.1 “General Facility Requirements” p.11	Upon execution of the Contract, the Contractor shall comply with the lease terms and price established by BAHA’s building manager of the 390 Main Street building.	Question 1: Will BATA please provide the form of lease agreement contemplated under this agreement inclusive of terms and conditions?	See Term Sheet.

114.	Appendix A: Scope of Work Section 3.2.2 “Walk-In Services Provided” p.12	14) Provide a secure area to hold administrative reviews	<p>Contractor is obligated to provide an estimate of space necessary to accommodate the walk-in services. Without an understanding of the administrative review process (frequency of reviews, number scheduled, etc.), it is difficult to estimate the space requirement.</p> <p>Question: To ensure consistency between proposers, will BATA please provide the amount of square feet that should be reserved to hold administrative reviews?</p>	<p>Administrative reviews are to be held in the Contractor’s space.</p> <p>Approximately 4 administrative reviews are held each month.</p>
115.	Appendix A: Scope of Work Section 3.2.2 “Walk-In Services Provided” p.12	The Contractor shall provide services to Customer in English, Spanish, Chinese, and Vietnamese.	<p>More information is required in order to evaluate whether it is more efficient to use a language line service or self-perform the language service and in order to accurately price this task.</p> <p>Question 1: Will BATA please provide historical walk-in customer volume data for each language for a minimum of a one year period?</p> <p>Question 2: Will BATA please provide historical call center customer volume data for each language for a minimum of a one year period?</p>	<p>Question 1: This information is not available.</p> <p>Question 2: 30-60 calls are received each month that use language line service.</p>
116.	Appendix A: Scope of Work Section 3.3.1.2 “Account Applications” p.14	The Contractor shall print and maintain a sufficient level of printed Applications in each language.	<p>Question 1: How many pages are included for the various language applications?</p> <p>Question 2: Are the forms required to be in color or is black and white acceptable?</p> <p>Question 3: Are the forms one sided or two sided?</p>	See response to question 54.
117.	Appendix A: Scope of Work Section 3.3.1.2 “Account Applications” p.15	The Contractor shall make printed Applications available at toll booths, the Walk-in Facility, BATA offices, and other remote locations designated by BATA.	<p>Question 1: Will BATA please confirm that applications must be available at all Bay Area bridge toll booths?</p> <p>Question 2: In order to provide an accurate price for this task, will BATA please provide historical volumes and frequency of delivery to each of the Bay Area bridges in the last year?</p> <p>Question 3: Will BATA please describe what is meant by other remote locations?</p>	See response to question 54.
118.	Appendix A: Scope of Work Section 3.3.2.17.1 “Current Outgoing Customer Correspondence List” p.31-32	Table 9	<p>Question: Because Table 9 indicates in some cases that First Class Mail is only required if no Email but in other cases both First Class Mail and E-mail contain a “yes”, should proposers assume that wherever there is a “yes” that method of delivery is required in addition to other methods that reflect a “yes”?</p> <p>For example, in the case of Low Balance, are all methods of delivery required or just one of the methods?</p>	Yes, that is correct. For critical customer account notifications BATA sends USPS mail in addition to e-mail and other methods.

119.	Appendix A: Scope of Work Section 3.12.1.1 “BATA/Caltrans Facilities” p.54	Each of the seven Caltrans toll facilities transmits their Toll Tag and image-based transactions to the BATA host computer which will combine them and forward a single transaction file onto the RCSC for processing. The System shall receive and process these transactions. For image-based transactions, License Plate images captured at the lane level are processed through an Optical Character Recognition (OCR) engine. These images are compressed at the lane level for transfer due to current bandwidth issues.	Question 1: Will BATA please provide the frequency of the transfer of image based transaction file from the BATA Host computer to the RCSC?  Question 2: What is the specified OCR accuracy rate for the lane level systems? (This information is critical for an operator to estimate manual image review staffing levels)  Question 3: Will BATA please describe the type of image compression used e.g. Lossless/Lossy? (Knowing the potential loss of resolution is critical in understanding the possible accuracy loss in a secondary OCR that might be intended to implement and could impact manual reviews as well.)	Question 1: Per ICD, images are transferred every 3 hours.  Question 2: Currently 57% of images bypass manual image review.  Question 3: Sample images will be provided upon request.
120.	Appendix A: Scope of Work Section 3.13.1 “General Requirements” No.8-9 p.67	8) Respond to requested changes in BATA accounting policies, procedures, and treatment immediately, adjusting and reclassifying activity as necessary. 9) Resolve any reconciling differences immediately upon discovery.	The requirement to immediately respond would seem to be an unreasonable standard.  Question 1: Will BATA please revise this time frame to something more appropriate?  Question 2: Will BATA please confirm that any work effort necessary to respond to BATA directed policy changes will be subject to compensation under the change provisions if the work requirements are in excess of what could reasonably be expected?	Question 1: See Addendum.  Question 2: Any work required to comply with GAAP, GASB or BATA accounting policies shall be done as part of the contract at no additional cost.
121.	Appendix A: Scope of Work Section 3.20 “Collateral Material” p.89	The Contractor shall print and distribute all collateral material, as designated by BATA. BATA shall provide the Contractor with print ready electronic files of the existing collateral material for the Contractor's use. The Contractor shall submit samples of all collateral material for BATA approval prior to printing.	The requirement to print all of this material seems to be in conflict with “BATA Provided Items” on page 9 of Appendix B – Price Form. Question 1: Please clarify who is responsible. Question 2: If Contractor is required to print and distribute collateral materials, will BATA please provide quantities so that proposers can accurately (and consistently) price this item?	BATA’s printing responsibility: - Full brochures with application - Mini-Brochures without application Contractor’s printing responsibility: - FasTrak® Customer Handbooks - Generic Retail Toll Tag packaging (envelope, insert, and FasTrak® Customer Handbook)
122.	Attachment I- Statistics	Transaction Statistics	Question 1: It appears as though “Home on Away Facilities” data for FY 2008 through 2011 is not included in the “Total FasTrak® Transactions”. Will BATA please clarify if this is correct? Question 2: If yes, will BATA please clarify why “Home on Away Facilities” is not included in the “Total FasTrak® Transactions”.	See updated Attachment I, Statistics.

123.	Attachment I - Statistics	Tag Statistics	If you take the Total Tags in Circulation (and assume that means at fiscal year-end same as Total Accounts Opened above), you would expect to be able to add Tags Assigned and subtract Tags Returned for the following year to equal Total Tags in Circulation at the end of the following year. However, this calculation is off by as many as 50,000 tags in certain years. Question: Will BATA please explain the apparent discrepancy?	This is related to the date the various data was pulled. In addition, tags that are deactivated but not returned may also contribute to discrepancies.
124.	Attachment I-Statistics	N/A	Question: Will BATA please provide the penetration rates for FY 2008 through 2011?	See updated Attachment I, Statistics.
125.	Appendix B – Price Form	General	Contractor will incur a significant amount of up-front costs providing the required insurances, bonding, personnel mobilization, etc. These costs will be incurred prior to the first milestone payment provided in the current pricing table. Question: Will BATA please consider providing a mobilization payment not to exceed a given percentage of the Total Implementation Price?	No.
126.	Appendix B – Price Form p.5	Table 1 footnote	The footnote on Table 1 concerning 5% retention could be understood to mean the amount filled in should exclude 5% retention. Question: Will BATA please delete the footnote and provide an explanation that final contract will include a 5% retention provision for payments made during the Implementation Period?	See revised Appendix B, Price Form.
127.	Appendix B – Price Form “Operations and Maintenance Price “ p.5	Contractor shall propose Tier 2 through Tier 5 (B through E) transaction ranges and unit price for each range.	This section requests that Contractor propose transaction ranges for Tiers 2-5, but the transaction ranges are already listed within the table. Question: Will BATA please clarify?	Section is revised. See Addendum.
128.	Appendix B – Price Form “Operations and Maintenance Price “ Table 2	General	Table 2 does not include a price for 2 <sup>nd</sup> violation notices. There is reference in the scope to the need to issue 2 <sup>nd</sup> notices. Question: Will BATA please confirm that this is intended?	Yes, it is intended that all payment for violation processing is included in the first notice price item, including but not limited to issuing delinquent notices (2 <sup>nd</sup> notices) and resending or transferring 1 <sup>st</sup> notices.
129.	Appendix B – Price Form “BATA Provided Items “ p.9	General	Question: Will BATA please add an item to the list of BATA provided items: 1) tolling equipment and systems required at the various facilities operating to a defined specification level of accuracy.	See Addendum.
130.	Appendix A: Scope of Work Section 3.3.1.6.1 “FasTrak® Account Opening Payment	The contractor shall be responsible for calculating, tracking, applying, invoicing, and collecting for promotional funds.	Question 1: Will BATA please describe promotional fund activity already in place and indicate current and future anticipated volumes. Question 2: How are uncollectible promotional funds handled?	Question 1: Promotional fund activity currently in place includes \$5 in free tolls (funded by BATA) for any customer who opens a new account using a retail toll tag. Current volume is approximately 8,000 qualified

	Amounts” p18			<p>new accounts per month. Future volumes are anticipated to be about the same as current.</p> <p>Question 2: Uncollectable promotional funds are not applicable at this time. However, should such a promotion occur in the future, Contractor could invoice the promotional partner (e.g., Company ABC gives free tolls to new FasTrak® account holders who also make a purchase at Company ABC) with the total free tolls amount due from Company ABC. Any unpaid invoices would be collected in the same manner as any other unpaid invoice.</p>
131.	Appendix A: Scope of Work Section 5.1.6 “Communication Network Support” p.142	The Contractor shall establish, operate, and maintain the communication network that is required to support the Services and Systems of the Contract. This may include, but not be limited to, connections for the System, Customer Service Centers, customer service storefronts, Web, mobile/smart phone applications, phones, interactive voice response system, BATA Facilities, Golden Gate Bridge, Express Lane facilities, CTOC Agencies, credit/debit card clearing house, SFO Airport, cash payment network, collection agency, California and out-of-state DMV vehicle registration providers, BATA financial system, web hosting facility (if applicable) and other third-party systems as required by the Contract.	<p>Will BATA please confirm that the Contractor is not obligated to bear the cost of network interfaces located at facilities not operated by the Contractor, e.g. at the Golden Gate Bridge Facility, at Express Lane facilities, at the CTOC agencies, at the clearing house, etc.?</p> <p>What network capacity is planned to be run into 390 Main Street?</p> <p>Is the Contractor responsible to share in the cost or to pay for separate ISP account for the necessary service to support the needs of the RCSC?</p>	<p>Contractor does not bear cost of BATA, Express Lane, or CTOC network interface. Contractor is responsible for GGB and clearinghouse network interface.</p> <p>Contractor is responsible for their own telecom services.</p> <p>Contractor is responsible for their own Internet presence and WAN equipment and connectivity to the desktop</p>
132.	Appendix A: Scope of Work Section 3.24 “Performance Management Standards” p.100-112	General Observation/Concern	<p>We have significant concerns about the KPI’s and the number of KPI non-compliance points being assessed for many of the performance elements being monitored. For example performance metrics that require the contractor or system to achieve an accuracy of 100% are unachievable. In the questions that follow, we will provide a few examples of but it will not be an exhaustive list.</p> <p>Will BATA please reevaluate the performance metrics and associated payment reductions for reasonableness or make these items negotiable with the selected Contractor?</p>	<p>Please see revised KPIs in the Addendum.</p> <p>With regard to the question of negotiating KPIs, BATA will not entertain this idea.</p>

133.	Appendix A: Scope of Work Section Table 11: Key performance Indicators – System Item h.	h. 100% of transactions are processed correctly. One or more incorrectly processed transactions per event. 100 points per event plus actual tolls lost and costs incurred.	This is an example of 100% of a requirement to achieve perfection. A single error with any one transaction could result in the Contractor's compensation being reduced by 2.5% in a given month. This is a significant risk to the Contractor. Will BATA please reconsider the requirement?	See Addendum. Additionally, please note that 100 points assessed in Table 13 would result in 0.75% deduction, not 2.5%.
134.	Appendix A: Scope of Work Section Table 11: Key performance Indicators – System Item i.	i. 100% of all file transfers are assembled and transmitted, or received and processed, correctly and on time. One or more incorrectly processed file transfers per event. 100 points per event plus actual tolls lost and costs incurred.	In this example the Contractor is subject to the possibility of a 2.5% reduction in the monthly invoice amount for a delay in processing one file transfer without regard for whether there was an actual loss of data or revenue. Will BATA please reconsider the requirement?	See Addendum. Additionally, please note that 100 points assessed in Table 13 would result in 0.75% deduction, not 2.5%.
135.	Appendix A: Scope of Work Section Table 12: Key performance Indicators – Operations – Other Compliance On-Going Operations item e.	e. Zero violations of operational policies and procedures and internal controls as identified in the standard operating procedures and internal controls documentation Violations identified through discovery or internal/external audits 150 points each verified violation	A requirement for zero findings requires perfection. The assessment of 150 non-compliance points for any single violation is without any consideration for the actual impact if any does not seem reasonable. Will BATA please reconsider the requirement?	See Addendum.
136.	Appendix A: Scope of Work Section Table 12: Key performance Indicators – Operations – Customer Satisfaction First 90 Days items b&d.	b. Logging complaints and Toll or Violation disputes by entering into the toll system within 3 day of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone d. 90% of complaints, Toll and Toll Violation 1st and 2nd Notice disputes are resolved within 3 days (excludes DMV Hold and Collections referred transactions)	The time frames on these two requirements are the same allowing for no time between logging of the event and resolving it. Will BATA please reconsider the requirement?	See Addendum.
137.	Appendix A: Scope of Work Section Table 12: Key performance Indicators – Operations – Reports and Reconciliation First 90	c. 100% of all financial and transactional monthly reports are available, reviewed and reconciled within 10 days after month end. Number of days in excess of due date to produce accurate reports 5 points per day for each report in excess of	Item c. allows for 10 days for delivery of the Financial Transaction Reports with points being assessed for each report for each day beyond the 10 day requirement. However, items j, k, l, and m (all financial reports) are subject to a different metric – 7 days. This seems to place the Contractor in a double jeopardy situation. (The same situation exists in Reports and Reconciliation – On-Going Operations; Item c.	See Addendum.

	Days item c.	threshold	requires delivery of monthly financial reports within 5 days of month end. Items j, k, l and m also penalize for specific financial reports at an even higher point level.) Will BATA please reconsider the requirement?	
138.	Appendix A: Scope of Work Section Table 12: Key performance Indicators – Operations – Image Review First 90 Days item b.	100% of all images identified for manual image review to be processed in 15 days of the transaction occurring in the lane.	This holds the Contractor responsible for transactions that might be stuck in the lane. The metric should be based on the number of days from which the image was received from the lane. Similar problem exists under On-Going Operations. Will BATA please reconsider the requirement?	See Addendum.
139.	Appendix A: Scope of Work Section Table 11: Key Performance Indicators	Reports and Reconciliation	There are several metrics concerning delivery of reports where the requirement is within 24 hours. Will BATA please reconsider the requirement to be within a certain number of business days?	See Addendum.