



BILL DODD, CHAIR
Napa County and Cities

SCOTT HAGGERTY, VICE CHAIR
Alameda County

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

TOM BATES
Cities of Alameda County

DEAN J. CHU
Cities of Santa Clara County

DAVE CORTESE
Association of Bay Area Governments

DORENE M. GIACOPINI
U.S. Department of Transportation

FEDERAL D. GLOVER
Contra Costa County

ANNE W. HALSTED
San Francisco Bay Conservation
and Development Commission

STEVE KINSEY
Marin County and Cities

SUE LEMPert
Cities of San Mateo County

JAKE MACKENZIE
Sonoma County and Cities

JON RUBIN
San Francisco Mayor's Appointee

BIJAN SARTIPI
State Business, Transportation
and Housing Agency

JAMES P. SPERING
Solano County and Cities

ADRIENNE J. TISSIER
San Mateo County

AMY WORTH
Cities of Contra Costa County

KEN YEAGER
Santa Clara County

VACANT
City and County of San Francisco

January 16, 2009

REQUEST FOR PROPOSAL

for

New Advanced Toll Collection and Accounting System (ATCAS II) for the Seven State-owned Toll Bridges in the San Francisco Bay Area

Letter of Invitation

Dear Contractor:

The Bay Area Toll Authority (BATA) invites your firm to submit a proposal to design, build and maintain a New Advanced Toll Collection and Accounting System (ATCAS II) at the seven toll bridges managed by BATA.

The ATCAS II will replace the existing ATCAS system currently in operation at each of the BATA operated bridges. This project will include replacement of the existing toll collection and accounting system, including in-lane equipment, hardware, and software systems for each lane, plaza, and host environment, and communications systems as described in this Request for Proposal (RFP). The ATCAS II will be required to integrate with other existing systems (e.g. FasTrak[®] Customer Service Center, banking systems, existing financial accounting systems, Violation Enforcement System (VES), etc.). The project includes maintenance services for ATCAS II and related in-lane equipment.

This letter and enclosures comprise the RFP for this project. You may download a copy of the RFP from BATA's website at www.mtc.ca.gov/jobs. Responses must be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Proposers interested in performing the work required under this RFP must submit one signed original, nine (9) hard copies, and three (3) electronic copies (MS WORD or unrestricted PDF on CD) of their proposal, no later than **March 30, 2009, at 4:00 PM PST**. ***Proposals received after that date and time will not be considered.***

A submitted proposal shall be considered a firm offer to provide the services described for a period of one hundred eighty (180) days from the date of submittal.

BATA Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager

STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

JOSEPH P. BORT METROCENTER | 101 EIGHTH STREET | OAKLAND, CA 94607-4700

TEL 510.817.5700 | TTY/TDD 510.817.5769 | FAX 510.817.5848 | E-MAIL info@mtc.ca.gov | WEB www.mtc.ca.gov

at the address shown below. For telephone inquiries, call (510) 817-5726. Email should be directed to khsieh@mtc.ca.gov.

Kathy Hsieh
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Scope of Work, Schedule, and Budget

A preliminary scope of work is set out in *Appendix A - ATCAS II Scope of Work*, which describes the required work tasks, system requirements and required deliverables under this RFP.

BATA is interested in having the design, development, and implementation of ATCAS II take place as quickly as possible. The work shall be completed and the new system shall be implemented at the BATA operated bridges in accordance with the selected contractor's approved work plan and schedule.

A Warranty period shall begin when the first lane of the first plaza is installed and shall end twelve (12) months after the last lane at the last plaza has started operation. At that time, the Maintenance period shall begin and extend for six (6) years. BATA will have the sole option to extend the maintenance services under the resulting contract for an additional six (6) years, in increments of BATA's choosing.

The budget for this contract has not been established and will be based on the selected Proposer's price proposal submitted in response to this RFP.

Mandatory Proposers Conference

BATA will hold a Proposers Conference on February 10, 2009 at noon PST at the BATA Offices or nearby facilities (Please check BATA's website at www.mtc.ca.gov/jobs for the exact location of the Conference after February 1st, 2009). **Attendance at this conference is mandatory for all firms bidding as prime Contractors.**

Two (2) Day Site Visit/Tour

BATA will host tours of each of the bridges on Wednesday and Thursday, February 11 and 12, 2009. The bridges are some distance apart, thus requiring two days to visit all toll plazas. The site visit/tour is not mandatory. BATA can only accommodate a maximum of two people per Proposer, and Proposers need to provide their own vehicle for transport to the toll plazas. For planning purposes, potential Proposers must reserve space on the tour by contacting Kathy Hsieh at khsieh@mtc.ca.gov or by (510) 817-5726 no later than 4 p.m. on February 3, 2009. The schedule and directions will be provided when space on the tour is reserved.

Requests for Exceptions and Addenda

This RFP and any addenda will be posted on BATA's website < <http://www.mtc.ca.gov/jobs>>. To receive email notice of any addenda to this RFP or responses to questions that may be issued by BATA, interested firms must attend the Proposers Conference.

All questions regarding RFP requirements including requests for exception, modification and objections to provisions of this RFP must be received by BATA no later than 4 p.m., February 23, 2009, to guarantee response or consideration. If exceptions or modifications to RFP provisions are requested, please electronically submit the Form in *Appendix E, Requests for Exceptions or Modifications*. Contact the BATA Project Manager for an electronic copy of *Appendix E*.

Minimum Contractor Qualifications

In order to be eligible for consideration, Proposers must demonstrate to BATA's satisfaction that they meet the Minimum Qualifications set out in Section III of this RFP.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section V of this RFP. BATA reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, or negotiate with any or all Proposers. Any contract award will be to the Proposer who presents the proposal that, in the opinion of BATA, is the most advantageous to BATA, based on the evaluation criteria specified in Section V.

ATCAS II Contractor Selection Timetable

Issue Request for Proposal	January 16, 2009
Mandatory Proposers Conference	February 10, 2009 at noon PST.
Optional Site Visit/Tour	February 11 and 12, 2009
Closing date for receipt of questions, requests for exceptions or modifications, and objections to RFP provisions	4 p.m. PST, February 23, 2009
Closing date/time for receipt of proposals	4 p.m. PST, March 30, 2009
Interviews/Discussions (<i>if necessary</i>)	The week of April 20, 2009
Recommend Award to BATA Oversight Committee	June 10, 2009
Execution of Contract	June 30, 2009 (approximate)

General Conditions

BATA will not reimburse any individual or firm for costs related to preparing a response to this RFP. Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code Section 6250 *et seq.*).

The selected Proposer will be required to sign a contract with BATA, the Terms and Conditions of which are provided in *Appendix D, BATA-Contractor Agreement*. Particular attention should be paid to the insurance and bonding requirements set out in *Appendix D*. Any objections to the specified coverage levels must be submitted to the BATA Project Manager in *Appendix E*,

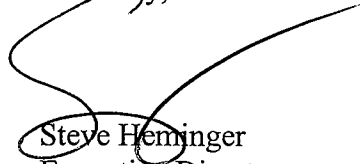
Requests for Exceptions or Modifications on or before February 23, 2009; otherwise compliance with the insurance and bonding requirements will be assumed.

Authority to Commit BATA

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Contractor to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

SH: KH/CS/DR

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\ATCASII\ATCAS II RFP_final.doc

REQUEST FOR PROPOSALS

to the

BAY AREA TOLL AUTHORITY

for

A NEW ADVANCED TOLL COLLECTION AND ACCOUNTING
SYSTEM (ATCAS II)

January 16, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

This page intentionally left blank.

Table of Contents

I. Project Requirements and Resources	1
A. Project Background/Description of BATA and Bridges.....	1
B. Project Description	2
C. Documentation	5
II. Scope of Work, Period of Performance and Budget.....	5
A. Scope of Work	5
B. Period of Performance	6
C. Budget.....	6
III. Minimum Qualifications.....	6
IV. Form of Proposal.....	7
A. General Instructions	7
B. Letter of Transmittal	8
C. Title Page	8
D. Table of Contents.....	8
E. Firm Description, Team Structure and Organization.....	8
F. Project Approach and Work Plan	9
G. Qualifications and References	10
H. Project Budget, Price Proposal and Payment Schedule	11
I. Writing Sample	12
J. California Levine Act Statement	12
K. Financial Responsibility Qualifications.....	12
L. Bid Guaranty.....	12
V. ATCAS II Proposal Evaluation	12
A. Review for General Responsiveness.....	12
B. Evaluation Factors	13
C. Proposer Discussions	14
D. Request for Best and Final Offers (BAFO)	15
VI. General Conditions	15
A. Limitations	15
B. Proposer Responsibility	15
C. Award.....	15
D. Binding Offer	15
E. Contract Arrangements	15
F. Selection Disputes.....	16
G. Public Records	16
H. Intellectual Property and Work Product Ownership Rights	17
I. Bid Bond	19
J. Performance and Labor and Materials Bond	20
K. Liquidated Damages, Reimbursement for Lost Revenue and Performance Payment Adjustments	20

Appendix A, ATCAS II Scope of Work.....	21
Appendix A-1, Performance Milestones and Standards, and Payment Deductions.....	23
Appendix B-1, Stage 1 & 2 Price Forms	26
Appendix B-2-1, Stage 1 & 2 Bill of Materials for Miscellaneous Equipment.....	28
Appendix B-2-2, Bill of Materials for Lane and Plaza IT Hardware and Software.....	30
Appendix B-2-3, Bill of Materials for Host Systems IT Hardware and Software	31
Appendix B-3, Resource Rate Schedule.....	32
Appendix C, California Levine Act Statement.....	33
Appendix D, BATA-Contractor Agreement.....	34
Appendix E, Requests for Exceptions or Modifications.....	35
Appendix F, Bank Interface Requirements.....	36
Appendix G, IFAS Interface Requirements	37
Appendix H, Customer Service Center (CSC) Interface Requirements	38
Appendix I, ATCAS II List of Acronyms	39
Appendix J, ATCAS II List of Key Terms	40
Appendix K, Violation Enforcement System (VES) Requirements	41
Appendix L, Open Road Tolling (ORT) Requirements	42
Appendix M, Response Matrix	43
Appendix N, Sample Bond Language	44

I. PROJECT REQUIREMENTS AND RESOURCES

A. Project Background/Description of BATA and Bridges

The Bay Area Toll Authority (BATA) is responsible for the collection and administration of the toll revenue collected on the seven State-owned toll bridges in the San Francisco Bay Area. The California Department of Transportation (Caltrans) retains ownership and operational responsibility for the bridges. BATA is charged with the funding and oversight of the Regional Measure 1 toll bridge capital improvement program, the funding and oversight of the Toll Bridge Seismic program and funding the operation and maintenance services for the seven bridges. The bridges under BATA's management are:

- Benicia-Martinez Bridge
- Antioch Bridge
- Carquinez Bridge
- Dumbarton Bridge
- Richmond-San Rafael Bridge
- San Mateo-Hayward Bridge
- San Francisco-Oakland Bay Bridge

BATA is responsible for the operation of the FasTrak® Regional Customer Service Center (RCSC) for the state-owned bridges and the Golden Gate Bridge. BATA is also responsible for the maintenance and system administration of the existing legacy Advanced Toll Collection and Accounting System (ATCAS) currently in operation on the State-owned toll bridges. BATA has existing contracts with third party providers for these services. BATA is responsible for network and telecommunication systems. Caltrans is responsible for toll collector staffing, traffic operations and facility maintenance and repair, which includes civil work in the toll plaza lanes and facilities.

Each year, nearly 130 million vehicles cross the seven Bay Area toll bridges, generating approximately \$500 million in total toll revenues. Tolls are collected manually or electronically in one direction at each of the seven State-owned bridges, according to a toll fee schedule established by BATA. The bridge toll is collected from eastbound motorists on the Antioch, Benicia-Martinez and Carquinez bridges, whereas motorists pay tolls on the Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay and San Mateo-Hayward bridges going westbound.

The current per axle toll schedule is:

- 2 axles \$4.00
- 3 axles \$6.00
- 4 axles \$8.25
- 5 axles \$11.25
- 6 axles \$12.00
- 7 or more axles \$13.50

The volume of traffic and toll collections for fiscal year 07-08 at the seven bridges is:

Bridges	Toll Revenues Paid by Cash		Toll Revenues Paid by ETC		Toll-Free
	Count	Amount	Count	Amount	Count
	FY 07 - 08	FY 07 - 08	FY 07 - 08	FY 07 - 08	FY 07 - 08
Antioch	1,527,565	\$ 6,585,320	838,272	\$ 3,959,740	194,099
Benicia	9,329,416	38,788,454	8,110,804	34,874,846	1,067,783
Carquinez	11,382,681	47,901,184	8,492,530	37,324,451	1,920,076
Dumbarton	4,761,063	19,350,764	4,432,768	18,239,222	1,573,982
Richmond	5,646,984	23,323,951	6,135,297	26,066,011	745,967
SFOBB	19,303,279	78,384,287	20,251,972	82,950,760	5,584,262
San Mateo	7,278,346	29,937,691	7,079,370	29,690,418	2,018,867
Total	59,229,334	\$ 244,271,654	55,341,013	\$ 233,105,450	13,105,036

B. Project Description

The project description is divided into two sections: Description of the Existing ATCAS system and General Description of the Scope of development for the ATCAS II System.

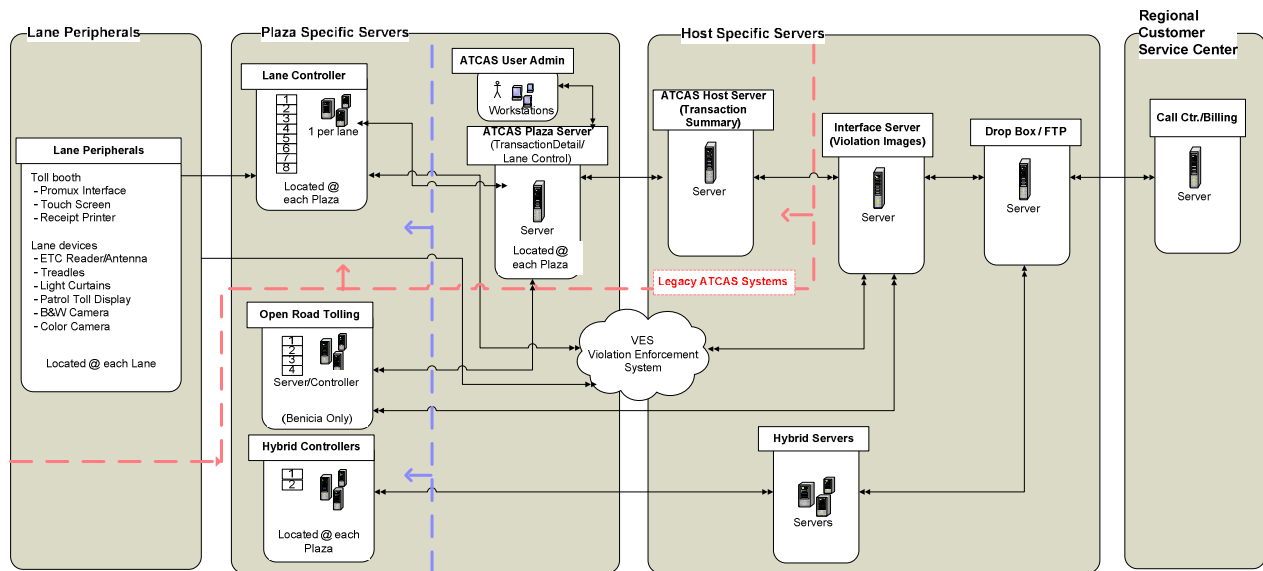
1. Description of the Existing ATCAS System

The existing ATCAS system was designed in 1997 to support toll collection, bridge operations and financial accounting of collected monies at the seven State-owned Bay Area bridges. ATCAS performs the following functions:

- Records electronic toll collections (FasTrak)
- Records cash tolls collected by lane toll collectors
- Records violations
- Records non-revenue vehicles
- Captures images of each vehicle and its rear license plate when a toll is not paid
- Collects financial, cash deposit, and statistical data used for revenue reports and traffic data
- Interacts with in-lane operations equipment
- Provides traffic management, congestion relief and HOV travel data
- Interfaces with the RCSC for ETC (Electronic Toll Collection, or FasTrak) and violation transactions
- Provides toll collection data for entry through a manual interface with Integrated Financial and Administrative Solution System (IFAS), BATA's financial accounting system for the accounting of cash and ETC revenues
- Performs cutoff of transactions by tour, shift and business day
- Provides status update by close of business day of bank cash deposits and RCSC posted ETC revenues for each bridge

- Registers and classifies all vehicles by cash, ETC, carpool, violations and other payment types
- Receives ETC toll tag status information downloaded from the RCSC
- Maintains traffic counts and volumes
- Records equipment maintenance activities
- Provides automated cash receipt information directly to the bank for reconciliation

ATCAS SYSTEM OVERVIEW



ATCAS is a multi-tiered environment consisting of subsystems and components, including:

- In-Lane Level Equipment (one set of equipment per lane)
 - Lane Peripherals
 - Loops, Treadles, and Light Curtains (AVC)
 - Color and Black and White Cameras (VES)
 - Reader Control Card, Antennas, and Toll Tags (AVI)
- Plaza/Bridge Level Equipment (one set of equipment per plaza unless otherwise noted)
 - Lane Controller System (per lane at each plaza)
 - Plaza Server
 - Plaza Workstations
 - Video Transaction Data Multiplexer (VTDM)
 - Violation Network Server
- Host Level Equipment (one set of equipment located at BATA Headquarters)
 - Host Transaction Server
 - Interface Server
 - Hybrid Servers

Toll lanes are configured in various operating modes such as FasTrak-only, including open road tolling (ORT) at the Benicia-Martinez Bridge, mixed use (FasTrak and cash), high occupancy vehicles (HOV), and maintenance modes.

The hardware and software systems deployed for the current ATCAS system are summarized as follows:

Hardware

Location	Hardware Specification	CPU
Host Production Server -1 Test Server – 1 (at Disaster Recovery site)	DEC ASVR 1200	5/533 Alpha RISC - 64 bit
Plaza Production Servers -7 Test Servers – 2	DEC ASVR 1200	5/400 Alpha RISC – 64 bit
Plaza Lane Controller (one per lane)	PC	386-based
Plaza Workstations	PC	Pentium

Software (Operating System and Databases)

Location	OS/ Version	Database
Host Production Server -1 Test Server – 1 (at Disaster Recovery site)	True64 Unix (rev 878)	IBM Informix Database Server (IDS) v7.31
Plaza Production Servers -7 Test Servers – 2	True64 Unix (rev 878)	IBM Informix Database Server (IDS) v7.31
Plaza Lane Controller (one per lane)	Microsoft DOS	
Plaza Workstations	Microsoft Windows (2000 or XP)	

2. General Description of Scope of ATCAS II

The selected Contractor shall design, develop, test, install and maintain a highly accurate and reliable new toll collection and accounting system for the seven Bay Area bridges under BATA's administration. The ATCAS II shall include existing and new in-lane equipment along with new lane, plaza and host hardware and software systems, necessary to support the business requirements set forth within this RFP. The new toll collection system shall run on the BATA network to facilitate connectivity, communication, and security of the overall system.

ATCAS II shall continue to support toll payments by both manual and electronic methods and track and record all revenues in accordance with Generally Accepted Accounting Principles (GAAP) standards. Please note that BATA is in the process of replacing the VES in all lanes except the Benicia Bridge ORT lanes.

The bulleted items below as well as the structure of the Appendix A – *ATCAS II Scope of Work*, assume the existing three-tiered structure of ATCAS, which includes lane, plaza, and host components. A Proposer may propose a different type of system architecture; however, it is critical that the resulting system provides a fully functioning toll collection system that meets the functional and performance criteria as set forth in the RFP. The general scope of the project is summarized as follows:

- Developing and installing new in-lane system components (may include limited civil work).
- Developing a zone level system for the Benicia-Martinez Bridge ORT system, including VES.
- Developing and installing lane, plaza and central host hardware and software systems
- Developing and installing a lane, plaza, and host test environment.
- Developing and installing an integrated video surveillance system.
- Developing and installing a fully functional ATCAS II backup system at a BATA specified disaster recovery site.
- Removing existing lane and toll system components.
- Providing real-time status monitoring and an automated alert notification system for all production systems and peripherals (hardware, software and connectivity).
- Providing testing, training and documentation of the new toll system.
- Developing a wide array of traffic, audit, accounting, and maintenance reports.
- Developing an interface to the VES lane level equipment.
- Developing an interface to the FasTrak Regional Customer Service Center
- Developing an interface to the bank for declaring and confirming daily deposits.
- Developing an interface to Integrated Financial and Administrative Solution (IFAS).
- Providing ongoing comprehensive maintenance services for the toll collection in-lane equipment, hardware, and software systems.

C. Documentation

BATA will make available, to the extent possible, detailed documents to help Proposers understand the existing facility infrastructure, hardware, power, and conduits at the seven toll plazas. These materials and drawings are available on disk. Proposers must contact the BATA Project Manager in writing to make arrangements for a copy to be sent, or it can be picked up from BATA at the Proposers conference if prior arrangements have been made.

II. SCOPE OF WORK, PERIOD OF PERFORMANCE AND BUDGET

A. Scope of Work

A scope of work is set out in *Appendix A - ATCAS II Scope of Work*, which describes the required work tasks, system requirements and required deliverables under this RFP. Appendix A

includes references to RFP Appendix K - VES Requirements and RFP Appendix L - ORT Requirements.

B. Period of Performance

The schedule for this project has not been established. BATA is interested in having the design, development, and implementation of ATCAS II take place as quickly as possible. The work shall be completed and the new system shall be implemented at the BATA operated bridges in accordance with the selected contractor's approved work plan and schedule. Proposers should note that while expediency is desired, the schedule must be reasonable. Project Approach and Work Plan, Section IV.F below, provides key milestones that must be included in the proposed schedule.

System maintenance services as described in Section 8.0 of *Appendix A - ATCAS II Scope of Work* shall be provided at the end of the Warranty period and extend for six (6) years. The Warranty period shall begin when the first lane of the first plaza is installed and shall end twelve (12) months after the last lane at the last plaza has started operation. BATA will have the sole option to extend the maintenance services under the resulting contract for an additional six (6) years, in increments of BATA's choosing.

C. Budget

The budget for this contract has not been established. It will be based on the selected proposer's price proposal, as submitted in response to this RFP.

III. MINIMUM QUALIFICATIONS

To be considered for this project, Proposers must demonstrate that they meet the minimum qualifications described below:

1. The Proposer serving as the prime contractor, shall have successfully designed, developed, tested and installed two or more toll collection systems with ETC and video (violation) components in the past five (5) years. For purposes of these minimum qualifications, a toll collection system includes hardware, software, in-lane tolling equipment and toll collection, accounting and auditing functions.
2. The Proposer serving as the prime contractor, shall have successfully designed, developed, tested and installed one or more Open Road Tolling systems, including in-lane equipment and toll collection hardware and software systems, in the past five (5) years.
3. The Proposer shall have provided a minimum of two (2) years of maintenance and system administration services for in-lane toll collection equipment and provided toll accounting and auditing support for at least one (1) toll collection system in the past five (5) years. Minimums may be met by Proposer's direct firm experience or the experience of a subcontractor for which the prime contractor is responsible.

4. The Project Manager proposed for the ATCAS II project shall have been employed by the Proposer for a minimum of two (2) years and shall have served as project manager/lead staff for the design, development, testing and installation of at least two toll collection systems, one of which was completed within the past five (5) years.
5. The System Development Manager (lead staff member for the system design, development and testing) proposed for the ATCAS II project shall be employed by the Proposer and shall have served as a System Development Manager for at least two toll collection systems, one of which was completed within the past five (5) years.
6. The On-site Installation Manager & Maintenance Manager (may be one or more individuals proposed for the ATCAS II project) shall be employed by the Proposer and shall have at least eight (8) years experience installing and maintaining systems and peripheral equipment, in the toll industry. If more than one individual is proposed, each shall have at least eight (8) years experience installing and maintaining systems and peripheral equipment in the toll industry.
7. The Financial Oversight Manager proposed for the ATCAS II project shall have a financial background, and have at least three (3) years of experience related to toll collection financial transactions, internal controls, GAAP, revenue and financial reporting and internal audit functions.

IV. FORM OF PROPOSAL

A. General Instructions

Proposers must submit one (1) original, nine (9) hard copies, and three (3) electronic copies (MS WORD or unrestricted PDF on CD) of their proposal no later than 4 p.m. PST, on **March 30, 2009. Proposals received after that date and time will not be considered.** Proposals shall be submitted to:

Kathy Hsieh
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

In furtherance of BATA's resource conservation policy, Proposers are asked to print proposals front and back, and are encouraged to use recycled paper for all proposals and reports.

Proposals should be typed with a minimum 12-point font and submitted on 8 ½" x 11" paper. Electronic copies of proposals must be submitted in MS WORD or non-restricted PDF on CD. Proposal content, completeness and clarity are essential and will be considered in assessing the Proposer's capabilities.

Proposers may propose refinements or modifications to the system architecture described for ATCAS II if the refinements/modifications meet the functional and performance requirements of the project. When proposing such changes, the proposer must clearly explain the benefits of the

modifications and any tradeoffs associated with them. Functional and performance requirements are provided in *Appendix A - ATCAS II Scope of Work*. The successful Contractor will be contractually obligated to meet the measurements and targets included in the contract. Failure to meet requirements may result in contract termination.

All proposals should contain the following:

B. Letter of Transmittal

An official authorized to bind the Proposer must sign the transmittal letter. The transmittal letter should identify the project team, including proposing firm and any subcontractors. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal is a binding offer to contract with BATA according to the requirements of this RFP for a period of one hundred eighty (180) days from the due date for submission of proposals.

C. Title Page

The title page should include the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, and the date.

D. Table of Contents

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

E. Firm Description, Team Structure and Organization

1. Describe the Proposer's firm and all other firms that make up the project team, and the distribution of key tasks among them. For the firm and each major subcontractor (defined as a subcontractor providing work accounting for \$100,000 or more of the project budget) include number of years in business; size of company (employees, annual revenue and assets); and type of organization (individual, partnership, corporation). Include an organization chart for the team and descriptions of the roles of each subcontractor and their specific responsibilities and how their work will be supervised.
2. Identify the Project Team. (In addition to being used for evaluation purposes, the information provided in response to this Section E.2 shall be used to determine compliance with Minimum Qualifications 4 through 7 in Section III of this RFP.)
 - Identify the Project Manager and briefly explain how and why this individual was selected for this position. Clearly identify the experience of the Project Manager in regards to managing design, development, testing and installation of toll collection systems.
 - Identify all key staff proposed to work on the project and the proposed project position or title of each. Identify the specific project tasks for which each key staff member will be responsible. At a minimum, key personnel shall include the Project Manager, Systems Development Manager, Onsite Installation Manager, Financial Oversight Manager and Maintenance Manager.

- For each of the key personnel:
 1. Describe the role(s) s/he has had on similar projects.
 2. Provide the percentage of his/her time that will be dedicated to this project.
 3. Provide his/her hours and hourly rates by task.
 4. Provide the name and location of other projects s/he will be working on concurrent with this BATA assignment, and describe how you intend to guarantee resources pledged to this project.
 5. Provide the percentage of time that s/he will spend on-site.
- Provide resumes for each key staff assigned to the project, summarizing the individual's experience, training, and certifications.
- Provide a project organization chart – include positions (and names of staff filling positions, if possible) for the entire project team, in addition to key staff.

F. *Project Approach and Work Plan*

1. Approach Overview: Provide an overview of your approach to the project, including how the system will be designed to meet performance criteria, system requirements, and implementation processes and schedules, while providing the best value to BATA.
2. Description of Technical Approach and Work Plan: Provide a detailed description of the proposed approach, describing how all of the functions and components of the proposed ATCAS II system will be designed, built, tested and implemented, including how the project will be managed and implemented. The description shall include a clear, concise explanation of how the Proposer plans to address the implementation at both the system-wide and individual plaza and lane levels. Your description shall also include, the following:
 - a. Address each requirement, milestone and deliverable listed in *Appendix A - ATCAS II Scope of Work*, indicating whether or not you can meet the requirements. This portion of the complete proposal response shall be addressed by completing the matrix form attached hereto as *Appendix M, Response Matrix*. As indicated on the matrix form, if a Proposer does not directly meet a specified requirement, the proposal should explain any alternative solutions proposed to meet or mitigate that requirement.
 - b. Provide all information required to clearly and completely describe the ability of your proposed approach to accomplish program goals and objectives as well as performance standards, whether or not there is a related requirement or milestone in the Scope of Work. Provide information on additional functionality not addressed in *Appendix A - ATCAS II Scope of Work* that your firm can provide which would benefit the project.
 - c. Provide a complete systems diagram detailing hardware type, physical location, communication method, all required software and O/S specifications (including an indication of whether embedded or installed) for development, test, and production environments.
 - d. Address the flexibility of your proposed equipment and system design in regards to hardware and software scalability and the ability to accommodate new functions (e.g. added ORT lanes, video tolling, etc.).

- e. Describe your approach for transitioning from the current system to ATCAS II system including planning, testing, training, installation and operational conversion at lane, plaza, and host levels as well as your plan to coordinate with BATA, Caltrans, and BATA's legacy equipment maintenance provider.
 - f. Describe your approach for various phases of testing as the ATCAS II system is developed, deployed and operated.
 - g. Describe your approach to managing the ATCAS II warranty program and implementing the 6 year maintenance and support program.
3. Proposers shall provide a sample Work Plan(s) prepared for a similar project, which addresses all or majority of the following areas:
 - Work Breakdown Structure (WBS)
 - Schedule Management Plan and Project Schedule
 - Communication Plan
 - Risk Management Plan
 - Configuration Management Plan
 - Quality Management Plan
 - Change Management Plan
 - Transition and Implementation Plan
 - Warranty and Maintenance Plan
6. Provide a project schedule addressing project milestones, including the project deliverables listed in Section 7.8 of *Appendix A - ATCAS II Scope of Work*.
7. Provide a representative sample System Design Document which includes a description of the System Development Life Cycle (SDLC) methodology.
8. Describe Proposer's recommended approach for providing maintenance for in-lane equipment as well as ATCAS II system software and hardware. This should be a comprehensive description of the services to be provided and the frequency with which they will be conducted, the facilities to be provided and the management of facilities and equipment, and the staffing that will be deployed to conduct the required maintenance services. The proposal shall also include a discussion of the coordination between BATA, Caltrans and the Proposer's warranty and maintenance activities as specified in Section 8.0 of *Appendix A - ATCAS II Scope of Work*.

G. Qualifications and References

1. Demonstrate how the Proposer meets Minimum Qualifications 1 through 3 in Section III of this RFP. Include a contactable reference per project who can verify each project described.

2. Describe the Proposer's experience and qualifications in completing projects on time and within budget with minimum change orders, relative to the evaluation criteria listed in **"Qualifications and Experience of Proposer and Subcontractor(s)"** and **"Qualifications and Experience of Key Staff"** sections of the ATCAS II Proposal Evaluation (Section V). Also describe experience, if any, with projects that were over budget and had one or more change orders. Provide an explanation as to why the project(s) were over budget and required change orders.
3. List all similar projects, ongoing or completed, in the last five years.
4. Provide references from at least three (3) previous completed projects. References shall include the project title, a brief description (one page maximum per project) of the project, the period of performance, performance standards required by the project and whether they were met, the project budget, the sponsoring agency and sponsor Project Manager, and roles played by individuals proposed for this RFP. Include the name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done. At least two (2) of the project references should be for the development and installation of a toll collection system. Please note that BATA will be likely to request the facility owner of the referenced projects for site visits. BATA may also request the Proposer to participate in the visits.
5. Provide at least one (1) reference for each major subcontractor. References shall include the same information required under G.4. above.
6. List any contracts with BATA or Caltrans entered into by the Proposer or any of its major subcontractors in the past three (3) years, including a brief description of the scope of work, the contract amount, and date of execution.

H. Project Budget, Price Proposal and Payment Schedule

Provide a full description of the expected expenditures for the work described in *Appendix A - ATCAS II Scope of Work* portion of this RFP, as follows:

1. Price Form, *Appendix B-1*: This form shall be used to submit price information. Unit prices shall be multiplied by the quantities to arrive at the total costs for the project. For purposes of the Contract and payments due the Contractor for work performed under the Contract, the Unit Price is the governing amount. In the event of a discrepancy, BATA reserves the right to recalculate the Total Price based on the Proposer's unit price and the estimated quantity. The prices in *Appendix B-1* should represent the Proposer's full proposed compensation (including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, Subcontractor's costs, travel, and ordinary materials and supplies) for all work performed under the resulting contract.
2. Bill of Materials, *Appendix B-2*: Proposer shall provide the required information for all proposed equipment and software and licenses included in the equipment price items submitted in B-1, Price Form. Bill of Materials shall also include component

replacement price to be used for equipment replacement costs during the maintenance period.

3. Resource Rate Schedule, *Appendix B-3*: Proposer shall provide price information as shown in the Resource Rate Schedule. Subject to BATA approval, the Contractor shall use listed resource rates as a basis for pricing additional work or change orders.
4. Contractor Payments/Invoice: Proposer shall include a proposed schedule for BATA payments to the Contractor. Each item in the payment schedule shall include its proper share of overhead and profit. The proposed payment schedule will serve as a basis for the final payment schedule to be included in the contract of the selected contractor. BATA, at its option, may make changes to the payment schedule proposed by the selected contractor prior to contract execution.

I. Writing Sample

Provide a technical document written by or under the leadership of the proposed Project Manager.

J. California Levine Act Statement

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

K. Financial Responsibility Qualifications

In a separate sealed envelope provide two years of your firm's most recent audited financial statements. The statements will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine responsibility only. All statements will be returned to all Proposers prior to contractor selection.

L. Bid Guaranty

Bids must be accompanied by a bid bond as detailed in Section VI.I of this RFP.

V. ATCAS II PROPOSAL EVALUATION

A. Review for General Responsiveness

BATA will conduct an initial review of the proposals for general responsiveness and satisfaction of the minimum qualifications listed in Section III. Any proposal that does not meet the minimum requirements or include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in **Section IV, Form of Proposal**, may be considered complete and generally responsive, if evaluation in every criterion is possible.

BATA RESERVES THE RIGHT AT ITS SOLE DISCRETION TO ACCEPT OR REJECT ANY OR ALL PROPOSALS SUBMITTED, WAIVE MINOR IRREGULARITIES IN PROPOSALS, REQUEST ADDITIONAL INFORMATION OR REVISIONS TO OFFERS, OR NEGOTIATE WITH ANY OR ALL PROPOSERS.

B. Evaluation Factors

Responsive proposals that meet the minimum qualifications will be evaluated based on the following evaluation factors, listed in descending order of relative importance. Listed under each evaluation factor are aspects of each that the panel will consider in its evaluation. These bulleted items are not weighted and may not be evaluated independently.

Proposed Approach:

- Plan for overall management of the project to ensure that project is delivered effectively and according to project schedule.
- Response to and compliance with the requirements in *Appendix A - ATCAS II Scope of Work*.
- Specificity, logic, completeness, and reasonableness of the proposed ATCAS II Transition and Implementation Plan.
- Responsiveness to reporting and other deliverable requirements.
- Ability of the Work Plan to accomplish program goals and objectives as well as meet performance standards.
- Sufficiency, feasibility, appropriateness, thoroughness and clarity of proposed technical approach.
- Sufficiency, feasibility, appropriateness and thoroughness of the proposer's approach to managing the Warranty and Maintenance requirements.
- Thoroughness of approach to testing.
- Quality of proposed materials.
- Soundness of strategy for handling lane anomalies.
- Clarity, completeness and accuracy of written proposal.

Qualifications and Experience of Key Staff:

- Experience on projects of similar scope and complexity to *Appendix A - ATCAS II Scope of Work*.
- Experience in project management, especially in developing and maintaining a Project Management Plan, Work Plan, Technical Approach, Schedule, Transition Plan and Project Budget.
- Demonstrated commitment to quality, client satisfaction, cooperative working relationships, and timely completion of work within budget.
- Experience with electronic toll collection systems.
- Experience in a mixed-mode toll environment.
- Experience in replacing an existing toll system.
- Experience with design, development, testing, installation and support of toll collection systems within the past ten years.
- Written and oral communication skills (oral skills shall be evaluated during interviews and discussions, if held).
- Depth of proposed staff and qualifications, soundness of staffing approach, aligning skills with tasks and clearly describing the role of BATA personnel.

Qualifications and Experience of Proposer and Subcontractor(s):

- Experience on projects of similar scope and complexity to *Appendix A - ATCAS II Scope of Work*.
- Past performance demonstrating a commitment to quality, client satisfaction, cooperative working relationships, and timely completion of work within budget.

Project Implementation Schedule:

- Overall completion date for an installed and functional ATCAS II system in all of the lanes on each of the seven Bay Area bridges.
- Logic, completeness, risk and appropriateness of the project schedule.
- Sufficiency of the proposed resources to meet the schedule.

Proposed System Flexibility:

- Flexibility of the proposed system to adapt to future changes.
- Scalability of the system to accommodate such items as an increase in processing volumes, the additional of a new plazas and/or lanes, etc.
- Expandability of the system to accommodate the addition of new functionality, such as a High Occupancy Toll (HOT) lane network.

Price Proposal:

- Price reasonableness.
- Cost effectiveness.
- Appropriateness of hourly rates and their impact on proposed number of labor hours.
- Appropriateness of overhead / profit rates.
- Ongoing maintenance cost.

Following the initial evaluation, BATA may elect to recommend award to a particular proposer, with or without interviews, or may enter into discussions with a “short list” of proposers including interviews and demonstrations, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract

C. Proposer Discussions

The purpose of discussions with each Proposer on the “short list” will be to identify specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them in a Best and Final Offer (BAFO). These deficiencies or weaknesses may include but are not limited to such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The Project Manager, as well as other key personnel identified by the evaluation panel, will participate in any discussions.

BATA reserves the right not to convene discussions and to make an award on the basis of initial proposals, with or without interviews.

D. Request for Best and Final Offers (BAFO)

If discussions are held, BATA may give Proposers with whom discussions were held the opportunity to revise their written proposals to address concerns raised during discussions through issuance of a Request for BAFO. A Request for BAFO may also revise the RFP or Contract provisions. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the BATA Oversight Committee for approval.

If BATA is unable to recommend a proposer based on the review of the BAFOs, at BATA's sole discretion, it may request multiple BAFOs from the short-listed Proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit BATA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Proposer Responsibility

Award shall only be made to a proposer who has been determined by BATA to be responsible. "Responsibility" addresses the question of whether proposer is inherently capable of performing the contract. Determination of responsibility takes into consideration a firm's history of completing other similar contracts, its trustworthiness, whether it has the necessary facilities and equipment or the ability to obtain them, and its financial stability. To determine financial stability, BATA will consider the financial statements submitted under Section IV. K. Financial Responsibility Qualifications. To assist BATA in assessing the other elements of responsibility, BATA will contact Proposers' references.

C. Award

Any award made will be to the responsible Contractor whose proposal is deemed most advantageous to BATA, based on the evaluation criteria outlined above.

D. Binding Offer

A signed proposal submitted to BATA in response to this RFP shall constitute a binding offer from Contractor to contract with BATA according to the terms of the proposal for a period of one hundred eighty (180) days after its date of submission, which shall be the date proposals or BAFOs, if applicable, are due to BATA.

E. Contract Arrangements

The selected Contractor will be expected to execute a contract based on the terms and conditions in *Appendix D, BATA-Contractor Agreement*.

The contract resulting from this RFP will be a fixed price contract. Payment shall be made based on the agreed-upon payment schedule.

F. Selection Disputes

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

- 1) No later than **five (5) working days** prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than **three (3) working days** after the date on which the proposer is notified that it was found to be non-responsive or failed to meet minimum qualifications; or
- 3) No later than **three (3) working days** after the date on which contract award is authorized or the date the Proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

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

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

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by BATA's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than **three (3) working days** after receipt of the written response from the Executive Director. The Oversight Committee's decision will be the final agency decision.

G. Public Records

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

Each proposer must clearly mark each page of the proposal that the proposer considers to contain trade secrets or other commercial or financial information that the proposer believes would cause

substantial injury to the proposer's competitive position, if disclosed, and include the following notice at the front of its proposal:

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

Failure to include this notice with relevant page numbers shall render any individual markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request and given the opportunity to provide to BATA a detailed statement indicating the reasons it believes the information should be withheld from disclosure. The proposer may be asked by BATA, as a condition of non-disclosure, to indemnify and hold BATA harmless, in the event of claims made as a result of non-disclosure.

H. Intellectual Property and Work Product Ownership Rights

1. BATA Data

All data, reports, surveys, studies, drawings, software, database or file data, and any other information, documents or materials (“BATA Data”) made available to the Contractor by BATA for use in the ATCAS II system development remains the property of BATA. No license to such BATA Data, beyond the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by Contractor in the context of the Project shall be the property of the owner of the original data.

Neither the Contractor nor its Subcontractors will be permitted to use or disseminate any BATA Data outside of the context of the ATCAS II project without the prior written approval of BATA. All authorized uses of BATA Data by the Contractor outside of the context of the ATCAS II project shall include a copyright notice on behalf of BATA.

2. Ownership and Use of Work Products and Deliverables

All work products and deliverables, as defined herein, prepared or assembled for BATA and/or furnished to BATA by Contractor or any of its subcontractors shall be the property of and owned by BATA. The term “Work Product” or “Deliverable” as used in this RFP means recorded information, whether or not copyrighted, developed in whole or in part with Project funds and/or delivered or specified to be delivered under the Agreement, including but not limited to Contractor-generated enhancements, modifications, fixes, or upgrades to BATA Data. “Work Product” and “Deliverables” include, but are not limited to: software and software

enhancements developed and paid for under the ATCAS II contract, reports, surveys, manuals, technical reports and memoranda, electronic data, and related information. “Work Products” or “Deliverables” do not include financial, administrative, and cost and pricing information incidental to the Work. “Work Product” or “Deliverables” do not include software and related documentation developed by the selected Contractor and proposed to be used under a license that meets the terms of Section VI.H.3 below.

Copies of Work Products or Deliverables must be delivered to BATA promptly upon satisfactory completion of the Work, upon early termination of the ATCAS II contract, or at any time during the term of the contract at the request of BATA. In the case of software developed and paid for (in whole or in part) under this contract, the Contractor will be required to make available to BATA, upon such request, the source code and source code documentation for such software, along with a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers, as well as any other items not readily available to BATA in the commercial marketplace.

BATA’s contract with the Contractor will include an assignment to BATA of all right, title and interest in and to Work Products or Deliverables, including ownership of the entire copyright in the Work Products or Deliverables, and an agreement to execute all papers necessary for BATA to perfect its ownership of the entire copyright in the Work Products and/or Deliverables. Proprietary information used to create Work Products and/or Deliverables is not included.

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

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

3. Contractor Software

The Contractor or its subcontractors and/or third party licensors of software will be expected to retain ownership of the copyright to any software programs, code, materials or data used in the performance of this project that pre-exist this RFP; are developed outside its scope of services; or are a new translation, version or derivative of an existing program, code, material or method that is the intellectual property of the Contractor, its subcontractors, or a third party licensor of software, subject to the following conditions.

PROPOSERS MUST IDENTIFY ANY PROPRIETARY MATERIALS OR SOFTWARE REQUIRED FOR THE PERFORMANCE OF THIS PROJECT IN THEIR PROPOSALS. The selected Contractor will then be required to provide to BATA and Caltrans a nonexclusive, royalty-free, irrevocable, perpetual license to use Contractor Data for the benefit and operation of

the ATCAS II project, effective upon payment to Contractor for such materials, provided that BATA agrees that it will not publish or disclose Contractor Data to which the “trade secret” privilege, as defined in California Evidence Code Section 1061 would apply.

With the exception of commercially available third-party software, all source code, including source code to modifications, updates, and fixes, as well as detailed source code documentation, shall be deposited in escrow prior to System Acceptance. Source code documentation shall be sufficient to allow for compiling and testing of the source code including at a minimum a list of applicable proprietary software development tools. Additionally, the Contractor agrees to include in the escrow the identities of and most current available contact information for one or more qualified programmers who had or have responsibility for the creation of the Software and the methodology such that they can explain the source code and the methodology. With the exception of those costs related to BATA-requested deposits (see below) the selected contractor shall be responsible for paying all costs for the escrow account. Such costs shall be reflected on *Appendix B-1*. Every year for the duration of the maintenance contract and within 30 days following a major software change, the latest version of the source code and detailed source code documentation shall be placed in escrow. Additionally, BATA may request additional escrow deposits at BATA’s cost. If BATA requests such a deposit, it shall be complete within 30 days of request by BATA. BATA shall have the right to retain the services of a reputable expert to compile and test the source code and documentation deposited in the escrow account to determine that they are sufficient to permit BATA to exercise its rights to access such source code and documentation, at BATA's cost, subject to such expert’s signing a nondisclosure agreement with the Contractor or subcontractor owning the software.

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

I. Bid Bond

Bids must be accompanied by a bid bond executed by an admitted surety insurer (“A” Rating or better), in the amount of 10% of the total price proposal amount, payable to BATA. Such bond shall be given as a guaranty that the Bidder will, within the time period specified by BATA, enter into a contract and provide the required performance and payment bonds and certificates of insurance. The Bidder’s bond must conform in all material respects to the form provided in *Appendix N, Sample Bond Language* of this RFP.

If the Bidder to whom the work has been awarded refuses or fails to enter into a contract and/or provide the required bonds or certificate of insurance within the specified time, the principal and surety on the bond shall be liable to BATA for the principal amount thereof in accordance with its terms. Bid bonds will be held until the contract is fully executed, after which all Bidders’

guarantees except any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompany, but in no event will Bidder's securities be held by BATA beyond one hundred eighty (180) days from the time set for receiving bids.

J. Performance and Labor and Materials Bond

The Proposer awarded the Contract shall be required to furnish a performance bond and a labor and materials bond satisfactory to BATA, at the time of Contract execution. The successful Contractor will also be required to provide a two-year maintenance bond when the contract goes into the maintenance period. See *Appendix D, BATA-Contractor Agreement*, Article 4.1 of the Terms and Conditions for specific provisions relating to the bonding requirements. The bonds shall be held until the contract is fully executed, after which all Bidders' guarantees except any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompany, but in no event will Bidder's securities be held by BATA beyond one hundred eighty (180) days from the time set for receiving bids.

Full compensation for furnishing the contract bonds referenced in the paragraph above, is included in the prices paid for the various contract items of work and no separate payment will be made for the bonds.

K. Liquidated Damages, Reimbursement for Lost Revenue and Performance Payment Adjustments

1. Liquidated Damages

The resulting contract shall include a provision for liquidated damages related to late re-opening of ramp, freeway, or toll booth lane closures. Under the liquidated damages provision, BATA may deduct the sum of liquidated damages from progress or final payment(s) due under the Contract. More specifically, for each 10-minute interval or fraction thereof past the time specified to reopen a closure, BATA may deduct \$8,500 per interval from moneys due or that may become due the Contractor under the contract.

2. Reimbursement for Lost Revenue

In the event Contractor negligence results in lost toll revenue, BATA, at its sole discretion, will deduct the amount of lost revenue from Contractor payment, except for loss caused by the sole negligence or wrong-doing of BATA.

3. Performance Milestones and Standards and Payment Deductions

For specific milestone dates, and during the Warranty and Maintenance portion of the project, BATA intends to link Contractor performance to payment by reducing the Contractor's payment if scheduled completion dates, or performance requirements are not met as described in *Appendix A-1, Performance Milestones and Standards and Payment Deductions*.

APPENDIX A, ATCAS II SCOPE OF WORK

SEE ATTACHED DOCUMENT

This page intentionally left blank.

APPENDIX A-1,
PERFORMANCE MILESTONES AND STANDARDS, AND PAYMENT DEDUCTIONS

1. Performance Milestones

BATA has established the following Contractor performance milestones:

1. Satisfactory completion and acceptance of Factory Testing, within the project schedule; and
2. Satisfactory Completion and acceptance of each of the toll plaza conversions within the project schedule.

At the sole discretion of the BATA Project Manager the following reduction(s) will be implemented if Contractor fails to meet Performance Milestone 1 and/or 2.

If Milestone 1 is not met, BATA may reduce Contractor's payment for work associated with Milestone 1 by \$2,500 per day for each day that the completion of the work is delayed from the approved schedule. If Milestone 2 is not met, BATA will reduce Contractor's payment for work associated with Milestone 2 by \$2,500 per day for each day that the completion of the work is delayed from the approved schedule. These reduction(s), if taken, will be taken from the first invoice(s) submitted after the date performance becomes delinquent and will not be reimbursed to the Contractor.

2. System Acceptance

For system acceptance, the performance criteria for the ATCAS II system shall include, but not be limited to, the criteria in the table below. The full set of performance criteria will be developed by BATA and the Contractor during the design phase of the project.

Item	Performance Area	Performance Criteria
	<i>Equipment / Systems Performance</i>	
1.	AVI	The error rate for each lane is no more than 5 in 1000 tags passing through the lane per day.
2.	AVC	The error rate for each lane is no more than 5 in 1000 vehicles passing through the lane per day.
3.	VES	Failure to capture violation transaction and image shall not exceed 1 in 1000
4.	System Accuracy	Accurately record and report all vehicles passing through the toll system with no more than 5 cumulative errors per 1000 vehicles for AVI, AVC and VES performance.
5.	Surveillance System	Consistent, one-to-one alignment of surveillance video and data with transaction database.
6.	Report System	Priority reports, as defined in the SDD, generate within 60 seconds of request.

3. System Warranty and Maintenance

During the Warranty and maintenance periods of the project, payment deductions will be made from the payment due if the Contractor fails to meet the key performance indicators defined below. During the warranty period, BATA has the right to subtract the amounts indicated below from the warranty payment(s). During the maintenance period, BATA has the right to subtract the amounts indicated below from the Contractor's next monthly invoice for each performance standard not achieved in a given month. Such deductions are not recoverable in future months. BATA is entitled to make such deductions even if the inability to achieve the standard was due to a subcontractor, a service provider, or a project partner (Caltrans, etc.). It is BATA's intent that the Contractor will aggressively work with such third-parties to ensure that standards are met. However, causes defined as a Force Majeure in *Appendix D, BATA – Contractor Agreement*, Article 10.1, will not result in a payment deduction.

Item	Performance Area	Performance Criteria	Monthly Payment Adjustment for Unmet Standards
<i>Service Performance</i>			
7.	Response Time	Contractor responds to calls within the minimum time for the defined priority.	Priority 1 = \$3,500 per incident per month Priority 2 = \$2,000 per incident per month Priority 3 = \$500 per incident per month
8.	Repair Time	Contractor repairs functions within the minimum time for the defined priority.	Priority 1 = \$3,500 per incident per month Priority 2 = \$2,000 per incident per month Priority 3 = \$500 per incident per month
9.	Scheduled Maintenance	Each scheduled maintenance and testing task is performed as required.	\$100 per occurrence
10.	System Administration	Each system administration task is performed as required.	\$100 per occurrence
11.	Reports	Each required report is submitted to BATA on time.	\$100 per occurrence
<i>Equipment / Systems Performance</i>			
12.	AVI	The error rate for each lane is no more than 5 in 1000 tags passing through the lane per day.	Twice the car toll rate per vehicle exceeding 0.5% per day per lane
13.	AVC	The error rate for each lane is no more than 5 in 1000 vehicles passing through the lane per day.	Twice the car toll rate per vehicle exceeding 0.5% per day per lane
14.	VES	Failure to capture violation transaction and image shall not exceed 1 in 1000	Twice the car toll rate per vehicle exceeding 0.1% per day per lane
15.	System Accuracy	Accurately record and report all vehicles passing through the toll system with no more than 5 cumulative errors per 1000 vehicles for AVI, AVC and VES performance.	\$1,000 per day

Item	Performance Area	Performance Criteria	Monthly Payment Adjustment for Unmet Standards
16.	Surveillance System	Consistent, one-to-one alignment of surveillance video and data with transaction database.	\$500 per day
17.	Host/Plaza System Availability	Host and plaza servers and applications availability requirements are met. One hour unavailability per month allowed across entire system (excluding scheduled maintenance).	\$1,000 per hour
18.	Lane System Availability	Lane availability requirements are met. 7 ½ hours of unavailability per month allowed across entire system (excluding scheduled maintenance).	\$1,000 per hour
19.	Report System	Priority reports, as defined in the SDD, generate within 60 seconds of request.	\$1,000 per day
20.	CSC, Bank and IFAS File Accuracy	File exchange meets specifications set forth in the interface control documents.	\$1,000 per day
21.	Transaction Processing	Each transaction shall be processed and stored in accordance with the SDD.	\$ 10 per transaction

APPENDIX B-1,
STAGE 1 & 2 PRICE FORMS

Add more lines if necessary in each category. The detailed list of equipment, software or other items included in the price shall be listed on Appendix B-2, Bill of Materials.

ID	PRICE ITEM	QTY	TOTAL PRICE
1.0	Lane Equipment (Appendix B-2-1 Stage 1 and 2)		
	Antioch	Lump Sum	\$
	San Francisco-Oakland Bay Bridge (include HOV lanes)	Lump Sum	\$
	Benicia- Martinez (include ORT and ORT VES)	Lump Sum	\$
	Carquinez	Lump Sum	\$
	Dumbarton (include HOV lanes)	Lump Sum	\$
	Richmond-San Rafael	Lump Sum	\$
	San Mateo-Hayward	Lump Sum	\$
	Spares (10%)	Lump Sum	\$
	<i>Lane Equipment Purchase Total</i>	Total	\$
2.0	Lane/Plaza/Host & Host Backup System Development		
	Systems Analysis and Design	Lump Sum	\$
	Systems Development and Factory Testing	Lump Sum	\$
	Computing Hardware (Itemized on Form B-2-2 & B-2-3)	Lump Sum	\$
	Computing Software (Itemized on Form B-2-2 & B-2-3)	Lump Sum	\$
	Communication Equipment (Itemized on Form B-2-2 & B-2-3)	Lump Sum	\$
	Training	Lump Sum	\$
	Documentation	Lump Sum	\$
	<i>Lane/Plaza/Host & Host Back up System Development Total</i>	Total	\$
3.0	On-Site Installation and System Testing		
	Antioch	Lump Sum	\$
	San Francisco-Oakland Bay Bridge	Lump Sum	\$
	Benicia- Martinez	Lump Sum	\$
	Carquinez	Lump Sum	\$
	Dumbarton	Lump Sum	\$
	Richmond-San Rafael	Lump Sum	\$
	San Mateo-Hayward	Lump Sum	\$
	<i>On-Site Installation and System Testing Total</i>	Total	\$
4.0	Project Management		
	Project Management	Lump Sum	\$
	Performance Bond	Lump Sum	\$
	Insurance	Lump Sum	\$
	<i>Project Management Total</i>	Total	\$
	Project Sub-Total	Total	\$
5.0	Warranty and Maintenance		
	Warranty Period (Includes Maintenance, System Administration and Software Escrow Fees)	Lump Sum	\$
	6-Year Maintenance Program (Preventative, Remedial , Unanticipated, and Software Escrow Fees) Total	Lump Sum	\$
	6-Year IT System Administration Program Total	Lump Sum	\$
	<i>Warranty and Maintenance Total</i>	Total	\$
6.0	TOTAL PROJECT COSTS(include Warranty and Maintenance)		\$

I, the undersigned, on behalf of the Proposer, _____, do certify that I am authorized to commit the Proposer to the terms and conditions of the Bay Area Toll Authority's Request for Proposal for the ATCAS II, dated _____, and that the Total Project Costs in Line Item 6.0 above includes all costs to BATA for the design, implementation, warranty and maintenance of the ATCAS II described in the RFP.

Signature:	
Date:	Name and Title of Authorizing Official

APPENDIX B-2-1,
STAGE 1 & 2 BILL OF MATERIALS FOR MISCELLANEOUS EQUIPMENT

Please provide detailed information. Add more lines if necessary in each category. Replacement unit price will be used for equipment replacement costs during the maintenance period.

Stage 1 and 2 Bill of Materials

<i>Stage 1 and 2--Lane and Plaza Miscellaneous Equipment</i>				
ID	Equipment	Manufacturer/ Part Number	Qty	Replacement Unit Price
1	AVI Equipment			
1.1	Specify part name. Add rows as needed.			\$
1.2	Specify part name. Add rows as needed.			\$
<i>AVI Equipment Total</i>				\$
2	Booth A Cabinets			
2.1	Specify part name. Add rows as needed.			\$
2.2	Specify part name. Add rows as needed.			\$
<i>Booth A Cabinets Total</i>				\$
3	AVC Equipment			
3.1	Specify part name. Add rows as needed.			\$
3.2	Specify part name. Add rows as needed.			\$
<i>AVC Equipment Total</i>				\$
4	VES System			
4.1	Specify part name. Add rows as needed.			\$
4.2	Specify part name. Add rows as needed.			\$
<i>VES System Total</i>				\$
5	Benicia ORT VES System			
5.1	Specify part name. Add rows as needed.			\$
5.2	Specify part name. Add rows as needed.			\$
<i>Benicia ORT VES System Total</i>				\$
6	Proxcard Reader			
6.1	Specify part name. Add rows as needed.			\$
6.2	Specify part name. Add rows as needed.			\$
<i>Proxcard Reader Total</i>				\$
7	Receipt Printer			
7.1	Specify part name. Add rows as needed.			\$
7.2	Specify part name. Add rows as needed.			\$
<i>Receipt Printer Total</i>				\$
8	UPS			
8.1	Specify part name. Add rows as needed.			\$
8.2	Specify part name. Add rows as needed.			\$
<i>UPS Total</i>				\$
9	Touch Screen with Arm			
9.1	Specify part name. Add rows as needed.			\$
9.2	Specify part name. Add rows as needed.			\$
<i>Touch Screen with Arm Total</i>				\$
10	Patron Fare Display			
10.1	Specify part name. Add rows as needed.			\$
10.2	Specify part name. Add rows as needed.			\$
<i>Patron Fare Display Total</i>				\$
11	Surveillance System			
11.1	Specify part name. Add rows as needed.			\$

11.2	Specify part name. Add rows as needed.		\$
Surveillance System <i>Total</i>			\$
12	Light Curtain Equipment		
12.1	Specify part name. Add rows as needed.		\$
12.2	Specify part name. Add rows as needed.		\$
<i>Light Curtain Total</i>			\$
13	Maintenance Facility equipment		
13.1	Specify part name. Add rows as needed.		\$
13.2	Specify part name. Add rows as needed.		\$
Maintenance Facility equipment <i>Total</i>			\$
14	Other: exceeding \$20k per unit		
14.1	Specify part name. Add rows as needed.		\$
<i>Other: exceeding \$20k per unit Total</i>			\$
15	All other misc.		
15.1	Specify part name. Add rows as needed.		\$
<i>All other misc. Total</i>			\$
Equipment Purchase Total			\$

APPENDIX B-2-2,
BILL OF MATERIALS FOR LANE AND PLAZA IT HARDWARE AND SOFTWARE

Please provide detailed information. Add more lines if necessary in each category. Replacement unit price will be used for equipment replacement costs during the maintenance period.

<i>Lane and Plaza IT Hardware and Software</i>				
ID	Equipment	Manufacturer/ Part Number	Qty	Replacement Unit Price
1	Lane Computer Equipment			
1.1	Specify part name. Add rows as needed.			\$
1.2	Specify part name. Add rows as needed.			\$
<i>Lane Computer Equipment Total</i>				\$
2	Lane Computer Software (Separate and specify if 3rd party software)			
2.1	Specify part name. Add rows as needed.			\$
2.2	Specify part name. Add rows as needed.			\$
<i>Lane Computer Software Total</i>				\$
3	Lane Connectivity Equipment			
3.1	Specify part name. Add rows as needed.			\$
3.2	Specify part name. Add rows as needed.			\$
<i>Lane Communications Equipment Total</i>				\$
4	Plaza Computer Equipment			
4.1	Specify part name. Add rows as needed.			\$
4.2	Specify part name. Add rows as needed.			\$
<i>Plaza Computer Equipment Total</i>				\$
5	Plaza Computer Software			
5.1	Specify part name. Add rows as needed.			\$
5.2	Specify part name. Add rows as needed.			\$
<i>Plaza Computer Software Total</i>				\$
	IT Hardware and Software Purchase Total			\$

APPENDIX B-2-3,
BILL OF MATERIALS FOR HOST SYSTEMS IT HARDWARE AND SOFTWARE

Please provide detailed information. Add more lines if necessary in each category. Replacement unit price will be used for equipment replacement costs during the maintenance period.

<i>Host Systems IT Hardware and Software</i> <i>(Separate and specify for: Production, Development, Testing, or Disaster Recovery environment)</i>				
ID	Equipment	Manufacturer/ Part Number	Qty	Replacement Unit Price
1	Host Computer Equipment			
1.1	Specify part name. Add rows as needed.			\$
1.2	Specify part name. Add rows as needed.			\$
<i>Host Computer Equipment Total</i>				\$
2	Host Computer Software			
2.1	Specify part name. Add rows as needed.			\$
2.2	Specify part name. Add rows as needed.			\$
<i>Host Computer Software Total</i>				\$
	Host Systems IT Hardware and Software Purchase Total			\$

APPENDIX B-3,
RESOURCE RATE SCHEDULE

Proposers shall provide the following price information as a basis for pricing additional work or change orders for the initial six year term of the Agreement. Proposer shall provide appropriate and additional position types as necessary.

Staff Position	Fully Burdened Hourly Rate at Time of Proposal					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

BATA reserves the right to negotiate changes to the proposed hourly rates with one or more “short-listed” Proposers, prior to Contractor selection.

Signature:	
Date:	Name and Title of Authorizing Official

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

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

MTC’s commissioners include:

(San Francisco TBD)
Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

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

☐ YES ☐ NO

If yes, please identify the commissioner: _____

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

☐ YES ☐ NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D, BATA-CONTRACTOR AGREEMENT

SEE ATTACHED DOCUMENT

APPENDIX E, REQUESTS FOR EXCEPTIONS OR MODIFICATIONS

RFP Section	Relevant Provision	Requested Action
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	
	11.	

APPENDIX F, BANK INTERFACE REQUIREMENTS

SEE ATTACHED DOCUMENT

APPENDIX G, IFAS INTERFACE REQUIREMENTS

SEE ATTACHED DOCUMENT

APPENDIX H, CUSTOMER SERVICE CENTER (CSC) INTERFACE
REQUIREMENTS

SEE ATTACHED DOCUMENT

APPENDIX I, ATCAS II LIST OF ACRONYMS

SEE ATTACHED DOCUMENT

APPENDIX J, ATCAS II LIST OF KEY TERMS

SEE ATTACHED DOCUMENT

APPENDIX K, VIOLATION ENFORCEMENT SYSTEM (VES) REQUIREMENTS

SEE ATTACHED DOCUMENT

APPENDIX L, OPEN ROAD TOLLING (ORT) REQUIREMENTS

SEE ATTACHED DOCUMENT

APPENDIX M, RESPONSE MATRIX

SEE ATTACHED DOCUMENT

APPENDIX N, SAMPLE BOND LANGUAGE

SEE NEXT THREE PAGES

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as principal, hereinafter called "the Principal," and _____ of _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called "the Surety," are held and firmly bound unto the Bay Area Toll Authority as Obligee, hereinafter called the Obligee, in the sum of _____ dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materiel furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount of which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, other wise to remain in full force and effect.

Signed and sealed this ____ day of _____ A.D., 2009.

(Seal)

Witness

Principal

(Seal)

Witness

Surety

(Seal)

Witness

Attorney in Fact

PAYMENT BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Bay Area Toll Authority has awarded to

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this __ day of ____ A.D., 2009.

Contractor

Surety

Attorney in Fact

[SEAL]

PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it maybe liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.

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

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

SIGNED, this _____ day of _____ A.D., 2009.

Principal

[Name of Surety]

Attorney in Fact

[SEAL]