



ADRIENNE J. TISSIER, CHAIR
San Mateo County

February 10, 2012

AMY REIN WORTH, VICE CHAIR
Cities of Contra Costa County

REQUEST FOR PROPOSALS
Credit Card Processing Services

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

Dear Merchant Banker:

TOM BATES
Cities of Alameda County

The Bay Area Toll Authority (BATA) invites your firm to submit a proposal to provide credit card processing services for the FasTrak[®] Electronic Toll Collection program for the Customer Service Centers of the Golden Gate Bridge Highway and Transportation District (GGBHTD) and the California Department of Transportation (Caltrans).

DAVID CAMPOS
City and County of San Francisco

DAVE CORTESE
Santa Clara County

BILL DODD
Napa County and Cities

This letter and its enclosures comprise the Request for Proposals (RFP) for this project. Responses should be submitted according to the instructions set forth in this RFP.

DORENE M. GIACOPINI
U.S. Department of Transportation

FEDERAL D. GLOVER
Contra Costa County

Any addenda to this RFP that may be issued by BATA will be posted at <http://procurements.mtc.ca.gov/>. It is the proposer's responsibility to check for addenda to this RFP and comply with new or revised requirements that may be stated therein.

MARK GREEN
Association of Bay Area Governments

SCOTT HAGGERTY
Alameda County

Proposal Due Date

Firms must submit an original and six (8) copies of their proposals by 4:00 p.m., Monday, March 12, 2012. Proposals received after that date and time will not be considered.

ANNE W. HALSTED
San Francisco Bay Conservation
and Development Commission

STEVE KINSEY
Marin County and Cities

SAM LICCARDO
Cities of Santa Clara County

Submitted proposals will be considered firm offers to enter into a contract to perform the work in connection with this RFP for a period of one hundred twenty (120) days from closing date.

JAKE MACKENZIE
Sonoma County and Cities

KEVIN MULLIN
Cities of San Mateo County

BATA Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager, at the address shown below. E-mail inquiries may be directed to mbrinton@mtc.ca.gov.

BIJAN SARTIPI
State Business, Transportation
and Housing Agency

JAMES P. SPERING
Solano County and Cities

SCOTT WIENER
San Francisco Mayor's Appointee

Michael Brinton, Project Manager
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700
Fax: (510) 817-5848

STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

Scope of Work, Schedule and Budget

The Scope of Work for this project is provided in *Appendix A, Scope of Work*. The initial period of performance for this contract will be five years, from July 1, 2012 to June 30, 2017, subject to the annual budgetary approval processes of BATA. At BATA's sole option, the contract may be renewed for up to two (2) additional years in one-year increments, subject to the annual budgetary approval processes of BATA. It is anticipated that a maximum of ten million dollars (\$10,000,000) per year would be available for the resulting contract.

Proposers' Conference, Requests for Clarification or Exceptions

A proposers' conference will be held at 10:00 a.m. on Friday, February 24, 2012 at the Joseph P. Bort MetroCenter Building, 101 Eighth Street, Oakland, in the Claremont Conference Room (Room 271). Attendance at the proposer's conference is not mandatory.

Any requests for clarification of, or exceptions to, RFP requirements must be received by BATA no later than **4:00 p.m. on Wednesday, February 29, 2012** to guarantee response or consideration.

Evaluation Factors

An evaluation panel will rate submittals in accordance with the evaluation factors listed in *Section IV* of the RFP. Interviews, if held, will occur during the week of March 19, 2012.

The panel will recommend a Contractor to the BATA Executive Director. If the Executive Director agrees with the panel's recommendation, he will forward the recommendation to the BATA Oversight Committee for approval. Thereafter, the BATA Oversight Committee may authorize the Executive Director to negotiate and enter into a contract.

BATA reserves the right to accept or reject any and all proposals submitted, to waive minor irregularities in proposal, and to request additional information from the submitters. Any awards made will be to a firm whose proposal is most advantageous to BATA, based on the evaluation factors in *Section IV*.

Contractor Selection Timetable

Friday, February 24, 2012, at 10:00 a.m.	Proposers' Conference at Joseph P. Bort MetroCenter Building, 101 Eighth Street, Oakland, Claremont Conference Room #271
Wednesday, February 29, 2012, by 4:00 p.m.	Closing date/time for requests for clarifications/exceptions
Monday, March 12, 2012, by 4:00 p.m.	Closing date/time for receipt of Proposals
Week of March 19, 2012 (approximate)	Interviews (if held)
April 11, 2012 (approximate)	BATA Oversight Committee Approval
July 1, 2012 (approximate)	Execution of Contract

General Conditions

BATA will not reimburse any Contractor for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

BATA reserves the right in its sole discretion not to enter into any contract as a result of this RFP. The boilerplate BATA's Professional Services Contract provisions are enclosed for your reference as *Appendix C*. If a Contractor 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, unless such language is protested in accordance with the procedures in Section V, General Conditions, Paragraph D, of this RFP. If a Contractor is unable to accept BATA's standard contract provisions, Contractor must submit the required document(s) listed in Section E.1 for BATA's consideration.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1*, Insurance Requirements, within five (5) days of BATA's notice to firm that it is the successful proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFP provisions listed below in the procedures contained in Section V, General Conditions, Paragraph D of this RFP. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit BATA

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

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

SH: SW: MB

REQUEST FOR PROPOSALS

to the

BAY AREA TOLL AUTHORITY

for

CREDIT CARD PROCESSING SERVICES

February 10, 2012

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

TABLE OF CONTENTS

I. BACKGROUND & PROJECT DESCRIPTION.....	1
A. BACKGROUND.....	1
B. PROJECT DESCRIPTION	1
C. MINIMUM QUALIFICATIONS	3
II. SCOPE OF WORK, SCHEDULE AND BUDGET.....	4
III. FORM OF PROPOSALS.....	4
A. TRANSMITTAL LETTER.....	4
B. TITLE PAGE	4
C. TABLE OF CONTENTS.....	4
D. QUALIFICATIONS AND EXPERIENCE.....	4
E. SUPPLEMENTAL DOCUMENTS	5
F. FEE SCHEDULES.....	5
G. WORK SAMPLES.....	6
H. FORMS	6
IV. PROPOSAL EVALUATION.....	6
A. REVIEW FOR GENERAL RESPONSIVENESS AND SATISFACTION OF MINIMUM QUALIFICATIONS	6
B. EVALUATION.....	6
C. RECOMMENDATION FOR AWARD.....	7
V. GENERAL CONDITIONS.....	7
A. LIMITATIONS	7
B. BINDING OFFER.....	7
C. CONTRACT ARRANGEMENTS	7
D. SELECTION DISPUTES	8
E. PUBLIC RECORDS.....	9
F. ORGANIZATION CONFLICTS OF INTEREST	9
G. PERSONALLY IDENTIFIABLE INFORMATION.....	10
APPENDIX A, SCOPE OF WORK.....	11
APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT	12
APPENDIX C, BATA’S PROFESSIONAL SERVICES AGREEMENT	13
APPENDIX C-1, INSURANCE REQUIREMENTS.....	14
APPENDIX D, SPECIAL CONDITIONS RELATING TO PERSONALLY IDENTIFIABLE INFORMATION	19

I. BACKGROUND & PROJECT DESCRIPTION

A. Background

In 1997, the California Legislature enacted Chapter 4.3 of Division 17 of the Streets and Highways Code of the State of California (commencing with Section 30950 *et seq.*, as amended from time to time the “Act”), and created the Authority for the purpose of transferring to the Authority certain duties and responsibilities previously performed by the California Transportation Commission (the “CTC”) and Caltrans with respect to the seven State-owned toll bridges in the San Francisco Bay Area. These State-owned toll bridges are the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge.

Pursuant to the Act, the Metropolitan Transportation Commission (“MTC”) was designated as the Bay Area Toll Authority (BATA). MTC is a public agency created in 1970 by the California State Legislature for the purpose of providing regional transportation planning and organization for the nine California counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma in the San Francisco Bay Area. Effective January 1, 1998, the Authority assumed the responsibility to program, administer and allocate toll revenues from the Bay Area Bridges.

B. Project Description

BATA and the Golden Gate Bridge Highway and Transportation District (GGBHTD) use electronic toll collection, under the brand FasTrak[®], to collect tolls on the eight Bay Area bridges. Electronic toll collection consists of processing FasTrak[®] customer transactions and toll evasion violations. FasTrak[®] is also used to collect tolls on Bay Area Express Lanes and for parking transactions at the San Francisco International Airport garages. FasTrak[®] customers mount transponders on their vehicles that are detected by the electronic toll collection equipment as they pass through the toll booths. Data from valid tags is sent from the plaza or host computer to the Regional Customer Service Center (RCSC), where the toll transaction is processed. Violations occur when a vehicle passes through the toll lane without paying cash and have no tag or an invalid tag, which is defined as a tag with insufficient funds or that has been reported lost. Cameras at the toll lanes capture images of the violator’s license plate and the images are transmitted to the RCSC for processing.

BATA contracts with ACS State and Local Solutions, Inc. to operate and maintain the RCSC. The RCSC provides customer service and account management which includes payment processing via credit/debit cards as well as recurring automatic credit/debit card payment transactions associated with replenishment of ETC usage for credit/debit card patrons of both Caltrans and GGBHTD. Additionally, the RCSC processes credit/debit card payments for toll violations.

The RCSC uses the ClearCommerce software engine to interface with a host of third party processors. The ClearCommerce Hosting engine is a commercial off-the-shelf (“COTS”) software for online processing of financial transactions that include credit and debit cards. The COTS software acts as a gateway between an end user application and the financial institutions such as banks (both issuers and acquirers), and third party processors and the credit card networks such as VISA, MasterCard, Discover and AMEX. The ClearCommerce software has the capability to process transactions with

processors such as FDMS South, CMS, and VITAL. Details of the ClearCommerce software engine can be found at www.clearcommerce.com.

The selected bank will process Visa, Mastercard, and Discover transactions through the MAP (Merchant Acquiring Program) program and authorize American Express transactions, which will be settled and billed through a direct relationship with American Express. The Discover MAP program allows respondent to assume processing responsibilities for Discover Card transactions.

BATA maintains PCI Data Security Standards rating under the Level II category.

Credit card processing is needed for the following ETC transactions:

- Account enrollments – walk-in, phone, mail, and batch
- Account online payments
- Account automatic replenishments
- Online via the secure website

RCSC requires two basic credit card payment processing methods in the form of online payment processing and batch payment processing, with the majority of transactions processed as “Card not Present” transactions.

Online payment processing is used for single credit card payment processing as part of the enrollment for walk-in customers.

Batch payment processing is for automatically replenishing accounts when patron accounts go below a certain threshold level. It is anticipated that most of the banking activity will originate with account replenishment.

Current monthly credit card activity for the RCSC is as follows:

BATA Fastrak Transaction #'s
Average - 07/01/11 - 09/30/11

Card Type	# of Monthly Transactions	Total Monthly \$ Amount of Transactions	# of Monthly Credit Transactions	Total Monthly \$ Amount of Credit Transactions	Average Transaction Amount
Visa	385,311	\$ 21,989,481.31	888	\$ 56,303.78	\$ 57.69
Mastercard	111,610	6,907,460.05	296	17,262.00	60.43
Discover	13,690	727,171.65	29	1,438.52	53.40
Totals	510,611	\$ 29,624,113.01	1,214	\$ 75,004.30	\$ 57.17

C. Minimum Qualifications

To be eligible to submit a proposal, a proposer must demonstrate that it meets **all** of the following Minimum Qualifications:

1. Bank must have a minimum of ten (10) years experience in providing credit and debit card services;
2. Bank must currently provide services to ten (10) client accounts that have at least 300,000 monthly transactions per account; three (3) of which must be clients from the government sector;
3. Bank must currently have an asset base of at least \$5 billion;
4. Bank must either process credit card authorizations and settlements in-house or contract out these services to a credit card provider that provides the services in-house;
5. Bank must have a significant presence in the State of California as demonstrated by the following:
 - Bank must have at least three (3) active California government entity accounts;
 - Bank must provide access to phone, internet and technical support service Monday through Friday, excluding bank holidays, between the hours 8:00 A.M. and 5:00 P.M. (PST);
6. Bank must have the capability to provide online access to merchant services reporting. Online capabilities are to include reports providing information for the reconciliation of all transactions, including chargeback and rejected items;
7. Bank must have the capability to process credit card transactions using ClearCommerce software and must be on the certified list of processors by ClearCommerce;
8. Bank must be able to accept the following credit cards for ETC payment:
 - VISA
 - MasterCard
 - American Express
 - Discover
9. Bank must have the capability to maintain PCI Data Security Standards compliance;
10. Bank must have the capability to provide settlement in full on a daily basis with all fees/charges billed to BATA monthly. Daily settlement net of fees will not be accepted and will disqualify proposers from consideration;
11. Bank must have the capability to refund interchange fees on all credit transactions;
12. Bank must have the capability to provide banking services, including, but not limited to maintaining deposit accounts for credit card related transactions and provide access to

overnight sweep funds for the deposits. Wire, account transfer and check issuance capabilities are also required. Bank must have the capability to provide online services and information reporting with regards to the deposit accounts.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

The Scope of Work for this project is provided in *Appendix A, Scope of Work*. The initial period of performance for this contract will be five (5) years, from July 1, 2012 to June 30, 2017, subject to the annual budgetary approval processes of BATA. At BATA's sole option, the contract may be renewed for up to two (2) additional years in one-year increments, subject to the annual budgetary approval processes of BATA. It is anticipated that a maximum of ten million dollars (\$10,000,000) per year would be available for the resulting contract.

III. FORM OF PROPOSALS

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Proposers are encouraged to print double-sided copies to save paper.

Each proposal should include:

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name, telephone number and email of a contact person if different from the signator. The letter should indicate that the proposals are firm offers to enter into a contract to perform work related to this RFP for a period of one hundred twenty (120) days from proposal submission due date.

B. Title Page

Title page showing the RFP subject, the name of the proposer's firm, address, telephone number, fax, name of contact person, title, email, and the date.

C. Table of Contents

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

D. Qualifications and Experience

A detailed statement of the firm's qualifications, staffing and previous experience should address the following:

1. Provide a description of the proposer's qualifications relative to the Minimum Qualifications listed above. The description shall be sufficiently detailed for the BATA Project Manager to determine whether your firm is in compliance with the qualifications.

2. Provide a statement identifying the Account Relationship Manager and other qualified and available staff that will be dedicated to BATA's account. Describe their qualifications, and identify the locations of all such staff.
3. Provide a description of the bank's experience over the past ten years in providing credit card processing services, focusing particularly on government entity accounts with regard to: a) customer service; and b) bank flexibility in resolving issues or customer disputes.
4. Provide references from three (3) credit card processing clients, two (2) of which are from government sector clients. Include the name, title, company, telephone number, and email address for each reference.

E. Supplemental Documents

1. Provide a copy of your bank's proposed merchant services and banking applications, agreements and contracts for BATA's consideration, if you are unable to accept BATA's standard contract provisions.
2. Provide your bank's privacy policy and procedure with regards to the use and collection of personally identifiable information.
3. Detail your bank's security practices and procedures on protecting personally identifiable information.
4. Provide your bank's most current and prior year financial statements. The most current financial statement must be no more than twelve (12) months old.
5. Provide compliance certificate as evidence of PCI Data Security Standards compliance along with a description of system breaches and steps taken to remedy the breaches, if any such breaches have occurred.

F. Fee Schedules

1. Provide a merchant services fee schedule based on the activity and volume detailed on Page 2 of this RFP that details any and all fees related to the proposal, including the following:
 - Application Fee (if applicable)
 - Monthly Discount Minimum
 - Monthly Maintenance
 - Annual Fee
 - Chargeback Fee
 - Authorization Fee (all card types)
 - Credit Card Processing Equipment
 - Training related costs (if any)

2. Provide a depository fee schedule for a bank account for credit card transactions based on the following monthly activity:

Number of Deposits/Credits:	223
Number of Debits	187
Amount of Deposits/Credits	\$37.5 million
Average Balance	\$25.0 million

Include per item charges for wire transfers, account transfers, ACH debits/credits, information reporting as well as the potential Earnings Credit/Allowance Rate.

G. Work Samples

1. Provide samples of daily and monthly reports that your bank provides your credit card processing clients.
2. Provide samples of daily and monthly statements available through online information reporting tools.

H. Forms

1. A signed California Levine Act statement (*Appendix B*)
2. A signed Insurance Provisions document (*Appendix C-1*).

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness and Satisfaction of Minimum Qualifications

The Project Manager, in consultation with the BATA Office of General Counsel, will conduct an initial review of the proposals for responsiveness and verification of Minimum Qualifications. Any proposal that does not meet the Minimum Qualifications in Section I, C. Minimum Qualifications, or include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below, will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section III, Form of Proposals may still be considered responsive, if evaluation of every criterion is still possible. **BATA reserves the right to request additional information from responsive firms prior to evaluation.**

B. Evaluation

Responsive proposals meeting the Minimum Qualifications will then be evaluated by a panel of staff representatives from BATA, based on the following evaluation factors listed in descending order of relative importance:

- Bank and individual staff qualifications and experience in credit card processing, with an emphasis on government entity accounts
- Accuracy and clarity of RFP response
- PCI compliance history and system security
- Technological And Reporting Capabilities
- Settlement Capabilities
- Cost Effectiveness

Following the evaluation, the panel may elect to recommend award to one Contractor or may develop a “short list” of Contractors with a reasonable likelihood of being awarded a Contract for interviews. References may be checked for one or more of such short-listed firms prior to final evaluation.

BATA reserves the right not to convene interviews and to make an award on the basis of written proposals alone. Further, BATA reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the firms at any stage of the evaluation.

C. Recommendation for Award

The BATA Project Manager will recommend one firm to the Executive Director. If the Executive Director agrees with the recommendations, he will forward the recommendation to the BATA Oversight Committee for approval. Thereafter, the Executive Director or the BATA Oversight Committee may authorize a contract.

V. 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. 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 twenty (120) days after RFP closing date, which shall be the date proposals are due to BATA.

C. Contract Arrangements

A synopsis of BATA’s contract provisions is enclosed for your reference as *Appendix C*. 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, unless such language is protested in accordance with the procedures in Section V, General Conditions, Article D, of this RFP.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within five (5) days of BATA's notice to firm that it is the successful proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFP provisions listed below in Paragraph D. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

D. Selection Disputes

A firm 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 three (3) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the firm is notified that it did not meet the minimum qualification, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the BATA Oversight Committee or the date the firm 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 must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a BATA review officer. Authorization to award a contract to a particular firm by the BATA 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 BATA Oversight Committee's decision will be the final agency decision.

E. 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.

F. Organization Conflicts of Interest

Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BATA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BATA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever BATA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Contractor, and if so, whether any potential bias can be mitigated acceptably by BATA and the Contractor.

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

G. Personally Identifiable Information

Contractor agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in *Appendix D*, Special Conditions Regarding Personally Identifiable Information.

APPENDIX A, SCOPE OF WORK

The selected bank is expected to commence services on or before July 1, 2012. The selected bank shall provide a dedicated Account Relationship Manager and staff to service BATA's account. The Account Relationship Manager shall be available for project questions and/or issues between 8:00 A.M. to 5:00 P.M. (PST), Monday through Friday. The selected bank shall perform the following key services, which include, but are not limited to the following:

1. Provide credit and debit card processing services and account maintenance for the Regional Customer Service Center (RCSC). Credit cards accepted and processed by the bank contractor will include Visa, MasterCard, Novus (Discover), and American Express.
2. Provide any necessary equipment, materials, training and technical support for the RCSC or its agents to interface with the current system for the processing of credit card transactions. Credit card transactions shall include point of sale via point of sale terminals and batch processing (multiple transactions sent in one (1) file).
3. For point of sale transactions, both credit cards swipes (credit card present) and key data entry processing (credit card not present) shall be performed at the RCSC. The RCSC operational facility is located at 475 The Embarcadero, San Francisco, California.
4. Bank must provide a dedicated Account Relationship Manager and customer service team in California to assist with overall management of contract, billing and fee related issues and to provide support for all transaction related research.
5. Provide technical support to ensure that all batch file transmission sent by the RCSC will interface properly with the bank contractor's data system.
6. Provide online access to merchant services reporting, which shall include reports providing information for the reconciliation of all transactions, including chargeback and rejected items. Daily reports should provide detailed data on credit card transactions that are processed. Minimum requirements of the reports shall contain the following information:
 - Process date
 - Transaction amount
 - Merchant number and cardholder account number
 - Any other information necessary for identifying and tracing processed transactions
 - Chargebacks, rejects/errors
7. Provide banking services, including, but not limited to maintaining deposit accounts for credit card related transactions and provide access to overnight sweep funds for the deposits. Wire, account transfer and check issuance services are also required. Bank shall provide online services and information reporting with regards to the deposit accounts.
8. Provide technical support for the annual PCI Data Security Standards compliance process and other ongoing services, as needed.
9. Additional projects as assigned.

APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

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

BATA’s commissioners include:

Tom Azumbrado	Mark Green	Kevin Mullin
Tom Bates	Scott Haggerty	Bijan Sartipi
David Campos	Anne W. Halsted	James P. Spring
Dave Cortese	Steve Kinsey	Adrienne J. Tissier
Bill Dodd	Sam Liccardo	Amy Rein Worth
Dorene M. Giacomini	Jake Mackenzie	Scott Weiner
Federal D. Glover		

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, BATA'S PROFESSIONAL SERVICES AGREEMENT

Please visit <http://procurements.mtc.ca.gov/> to download and/or view Appendix C.

APPENDIX C-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BATA's notice to firm that it is the successful proposer.
—	<p><u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor with no employees.</p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>BATA, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.</p>
—	<p><u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONTRACTOR agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONTRACTOR and any work performed or conducted by any subcontractor/Contractor working for or performing services on behalf of the CONTRACTOR. No contract or agreement between the CONTRACTOR and any Subcontractor/Contractor shall relieve the</p>

	<p>CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONTRACTOR and any subcontractor/Contractor working on behalf of the CONTRACTOR on the project.</p>
_____	<p><u>Property Insurance</u> covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA. If such insurance coverage has a deductible, the CONTRACTOR shall also be liable for the deductible.</p>
<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BATA.</p> <p>Notice of Termination: CONTRACTOR shall give written notice to BATA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BATA and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions: Inclusion of BATA, its directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. Endorsement providing that such insurance is primary insurance and no insurance of BATA will be called on to contribute to a loss.</p> <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONTRACTOR shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONTRACTOR agrees, upon written request by BATA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification, listed in <i>Appendix C</i>.</p> <p>Subcontractor's Insurance: CONTRACTOR shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the BATA Project Manager.</p>	

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BATA’s notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA’s attention no later than the date for protesting RFP provisions. If such objections are not brought to BATA’s attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX D, SPECIAL CONDITIONS RELATING TO PERSONALLY IDENTIFIABLE INFORMATION

CONTRACTOR will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement resulting from this RFP. PII is any information that is collected or maintained by BATA or CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual, including that individual’s credit card or debit card account. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, credit card information, bank account number, and travel pattern data. The following special conditions related to the confidentiality and use of PII apply to the Agreement:

1. Right to Audit

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

2. General Confidentiality of Data

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

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

CONTRACTOR agrees to retain PII for any credit or debit card transaction no longer than 4 years and 6 months after transaction has been processed. At the conclusion of this retention period, CONTRACTOR agrees to use Department of Defense (“DoD”) approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. CONTRACTOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations

CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*) and in California Streets and Highways Code Section 31490. In addition, CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and BATA relating to 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.

4. Subcontractors

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

5. Contractor Guarantees

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

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

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

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

6. Notice of Security Breach

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

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