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*San Francisco Bay Conservation
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Marin County and Cities

SAM LICCARDO
San Jose Mayor's Appointee

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Napa County and Cities

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Sonoma County and Cities

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Association of Bay Area Governments

BIJAN SARTIP
*California State
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VACANT
Oakland Mayor's Appointee

SCOTT WIENER
San Francisco Mayor's Appointee

January 16, 2015

REQUEST FOR QUALIFICATIONS

for

Internal Project Auditing and Reporting Services

Dear Auditing Firm:

The Bay Area Toll Authority (BATA) invites your firm to submit a Statement of Qualifications (SOQ) to provide internal project auditing and reporting services.

The Request for Qualifications (RFQ) documents for this project are available for download on the website at <http://procurements.mtc.ca.gov/>. It is the Proposer's responsibility to check the website for any addenda to this RFQ and to comply with new or revised requirements that may be stated therein. Responses should be submitted in accordance with the instructions set forth in the RFQ.

Interested firms must submit an original and five (5) hard copies, as well as one (1) electronic PDF version, of their SOQs by **4:00 p.m. (PST), February 17, 2015** in accordance with the instructions contained in the RFQ. All inquiries relating to the RFQ shall be submitted to the BATA Project Manager at the contact information shown below.

Catherine Cam, BATA Project Manager

Bay Area Toll Authority

Joseph P. Bort MetroCenter

101 Eighth St.

Oakland, CA 94607-4700

Telephone: 510-817-5882; Fax 510-817-5934

Email: ccam@mtc.ca.gov

Thank you for your interest.

Sincerely,

Steve Heminger
Executive Director

SH: CC

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STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

REQUEST FOR QUALIFICATIONS
for
Internal Project Auditing and Reporting Services

Background

BATA was created by the California Legislature in 1997. BATA administers toll revenue, as well as the financing of improvement programs, for the following seven state-owned toll bridges in the San Francisco Bay area: the Antioch, Benicia, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco Oakland Bay Bridge (SFOBB), and San Mateo bridges (the “BATA Bridges”).

Regional Measure 1 (RM-1) Program

Bay Area voters approved RM-1 in 1988 and authorized a base toll of \$1 for all of the BATA Bridges. The toll revenues collected from the operation of the BATA Bridges were designed to fund certain highway and bridge enhancement and improvement projects (the “RM-1 Capital Projects”), the ongoing operations and maintenance of the toll facilities, bridge rehabilitation and operational improvement projects, and public transit and other congestion relieving activities on the BATA Bridges. The \$2.4 billion RM-1 program was completed in 2013.

Seismic Retrofit Program (SRP)

In 2005, California State Legislation approved Assembly Bill (AB) 144 which transferred certain Caltrans responsibilities to BATA. The responsibilities included consolidation of all the toll revenue from the BATA Bridges as well as funding and joint oversight responsibility (together with Caltrans and the California Transportation Commission) for the SRP. The SRP is approximately 94% complete, with completion expected no earlier than 2018.

A complete list of the projects, budgets and construction issues can be found on BATA’s website <http://bata.mtc.ca.gov/reports.htm>.

Auditing Services

BATA is seeking SOQs from firms qualified to provide internal project auditing and reporting services related to the SRP projects and potentially other BATA construction projects (including RM-1) as well.

BATA is selecting a pool of auditors to provide internal project auditing and reporting services for a period of five years with an option to renew at BATA’s sole discretion for two additional one year terms. During the five-year term, BATA will select from the pool of firms to work on various audit projects. The assignments of projects will be determined at the sole discretion of BATA.

Scope of Work, Schedule and Budget

The work scope for this RFQ is described in *Appendix A, Preliminary Scope of Work*. All work will be assigned pursuant to BATA-initiated Audit Orders, which will include a specific scope of work based on the tasks identified in *Appendix A, Preliminary Scope of Work*. Payment for work performed under audit orders may be deliverables-based or time and materials, as determined by the BATA

Project Manager. A sample task order form is attached hereto as Attachment A-2, Task Order Form to Appendix D, BATA Standard Consultant Contract.

The performance period resulting from this RFQ is expected to begin on July 1, 2015 and extend through June 30, 2020. The initial five-year term is subject to annual BATA budget approval and review as well as the right of BATA to terminate any engagement at any time with 30 days' written notice. BATA, at its sole discretion, may extend the performance period of any contract entered into during the five-year term for up to two additional one-year terms for work related to the tasks in Appendix A, Preliminary Scope of Work.

The total budget for BATA's internal project auditing and reporting services during the performance period has not been established and will be determined as part of the annual BATA budget approval process.

Minimum Qualifications

To be eligible to submit an SOQ, a firm must demonstrate that it meets the following minimum qualifications:

Firm must be a nationally recognized firm with a minimum of ten (10) years' experience in providing comprehensive capital project auditing and reporting, government audits, as well as state construction project audits which shall include:

- 1) Experience with independent audit and reporting on at least one (1) capital project in excess of \$500 million, in which your firm was the primary contractor.
- 2) Experience evaluating, testing and auditing and validating construction support and overhead costs.
- 3) Experience coordinating with state and federal transportation agencies in connection with a capital project auditing and reporting engagement.
- 4) Experience evaluating, testing and auditing project change orders.
- 5) Experience auditing and reporting on capital project contracts with multi-national construction firms and multi-national construction management firms.
- 6) Experience evaluating, testing and auditing project budgets for at least one capital project in excess of \$500 million.
- 7) Experience evaluating project and management responsibilities, management effectiveness and processing claims in connection with a capital project auditing and reporting engagement.

Proposer's Conference and Requests for Exceptions

A Proposer's conference will be held on January 28, 2015 at 1:30 p.m. in the First Floor Association of Bay Area Governments Conference Room B, at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, California.

Any requests for clarification of or exceptions to provisions in this RFQ must be received by BATA no later than 4:00 p.m. (PST), February 2, 2015 to guarantee response or consideration. BATA reserves the right to reject any SOQ that contains unauthorized conditions or exceptions.

Submittal of SOQ

Interested firms must submit an original and five (5) hard copies, as well as one electronic PDF version, of their SOQ by 4:00 p.m. (PST), February 17, 2015. **Submission of an electronic copy of the SOQ without hard copies will not satisfy the submission requirement.**

SOQs are to be addressed as follows:

Internal Project Auditing and Reporting Services
Attention: Catherine Cam
101 8th Street, 3rd Floor Receptionist
Oakland, CA 94607

Proposer's name and return address must also appear on the envelope. SOQs will be received only at the address shown above and **no later than the date and time indicated**. BATA is not responsible for deliveries delayed for any reason. Any SOQs received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

No SOQs submitted solely by email and no faxed SOQs will be considered.

All SOQs, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of SOQs

By submission of an SOQ, Proposer agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform.

A signed SOQ submitted to BATA in response to this RFQ shall constitute a binding offer from Proposer to contract with BATA according to the terms of the SOQ for a period of one hundred twenty (120) days after the SOQs are due to BATA.

An SOQ may be withdrawn at any time before the date and time when SOQs are due by submitting a written request for its withdrawal to the BATA Project Manager.

This RFQ does not commit BATA to award a contract or to pay any costs incurred by any Proposer in the preparation of an SOQ.

Only one SOQ will be accepted from any one person, partnership, corporation, or other entity.

BATA reserves the right to accept or reject all SOQs submitted, waive minor irregularities, request additional information, and negotiate with any or all Proposers.

BATA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

Form of SOQ

SOQs must be signed in ink and include a statement that the person or persons signing the SOQ is/are authorized to authorize and submit the SOQ on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper. SOQ content and completeness are most important to the overall evaluation. Clarity is essential and will be considered in assessing the Proposer's capabilities. Each SOQ shall include the following:

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. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFQ. The letter should indicate that the SOQs are firm offers to enter into a contract and performed work related to this RFQ for a period of one hundred twenty (120) days from the due date for SOQs.

B. Title Page

Title page showing the RFQ subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

C. Financials

In a separate sealed envelope: Provide a copy of Proposer's most current and prior year's financial statements. The most current cannot be dated prior to December 2013. The statements will not be considered part of the SOQs for purposes of the California Public Records Act and will be reviewed to determine responsibility only. Upon request, all statements will be returned to Proposers prior to panel selection.

D. Minimum Qualifications:

A description of the firm's qualifications specific to the minimum qualifications listed above under Minimum Qualifications above. Identify the project or personnel whose expertise or experience addresses each of the specified needs. The description shall be sufficiently detailed for the BATA Project Manager to determine whether your firm is in compliance with each of the qualification listed.

E. Experience and Availability

:

- 1) Demonstrate that your firm has sufficient number of qualified and available staff dedicated to BATA's account. Identify key staff and their qualifications, their anticipated roles for the BATA account, (attach resumes as appropriate) and office location. Demonstrate that assigned personnel have demonstrated experience in the following areas:

Construction accounting and auditing
Evaluation of construction contracts

Evaluation and development of construction claims
Construction management process review
Construction controls
Project planning and scheduling
Project management oversight
Dispute consulting
Risk assessment

Demonstrate that assigned personnel have qualifications, education and experience in the disciplines of building, accounting and construction.

- 2) A description summarizing the firm's experience specific to each of the minimum qualifications described above under Minimum Qualifications above with special emphasis on the following:
 - List all projects over \$500 million, your firm's role in each project, as well as the role of other firms recommended for the project.
 - All experience with major bridge projects.
 - Specific role of staff members assigned and how team meets minimum qualification items #6 and #7.
 - Role evaluating and auditing change orders and claims
 - Experience with state construction programs, including evaluating budget controls, overhead and support costs.
- 3) Describe the availability of recommended staff and how you would recommend deploying resources for project assignment, and provide office location of primary staff.
- 4) Describe your firm's role or "value added" component as it relates to a specific project.

F. Hourly Rates

List the hourly rates of all recommended and potential staff members and describe other costs that would be passed on to BATA.

G. References

Provide four (4) references that will include name of firm, name of contact and title, and phone number.

H. Forms

Submit a signed Levine Act Statement (Appendix B).

I. Insurance Provisions

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in

Appendix D, Insurance Requirements, within ten (10) days of BATA's notice to firm that it is the successful Proposer.

(See Proposer's Conference and Requests for Exceptions above for how to request exceptions to the minimum insurance requirements.)

SOQ Evaluation

The BATA Project Manager will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out under Minimum Qualifications above. Proposers failing to meet the Minimum Qualifications will not be considered. The BATA Project Manager, in consultation with the BATA Office of General Counsel, will conduct an initial review of the SOQs for responsiveness and inclusion of the items requested in *Appendix B*. Any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Form of SOQ above may be considered responsive, if evaluation in every criterion is possible. **BATA reserves the right to request additional information from responsive proposers prior to evaluation. Responsive SOQs will then be evaluated to determine whether they meet the minimum qualifications.** Proposers failing to satisfy the minimum requirements in this RFQ will not be considered.

Responsive SOQs meeting the minimum qualifications listed above will then be evaluated by an evaluation panel of BATA staff, based on the following evaluation factors, listed in order of relative importance.

- Firm and staff qualifications and experience with projects over \$500 million
- Experience with major bridge projects
- Experience with state construction programs, budget controls, overhead and support costs, and change orders
- Written and oral communication, as evidenced in the submitted proposal and through oral interviews, if held
- Client References

Following this evaluation, the evaluation panel may elect to recommend award to one or more qualified firm(s) or may elect to interview a "short list" of firms or teams with a reasonable likelihood of being selected for the panel.

Following interviews, if any, the evaluation panel will then recommend a list of final firms to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the BATA Oversight Committee for approval.

BATA reserves the right not to convene interviews and to recommend a panel of firms on the basis of written SOQs alone. Further BATA reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from the proposers at any stage of the evaluation. BATA reserves the right to award contracts to firms placed on the panel based on the SOQs alone, or to refer to additional information from one or more firms. References may be contacted at any point in the evaluation process.

Selection Disputes

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

1. No later than 4:00 p.m. on the third day prior to the date SOQs are due, for objections to RFQ provisions;
2. No later than 4:00 p.m. on the third day after the date the firm is notified that it failed to meet minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which panel selection 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 Consultant selection.

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

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

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

Authorization to award an agreement 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 BATA Executive Director or, if the decision of the BATA Executive Director is appealed, the issuance of the BATA Oversight Committee's decision.

Contractor Selection Timetable

1:30 p.m. (PST), January 28, 2015	Proposers Conference, Association of Bay Area Government's Conference Room B, Joseph P. Bort MetroCenter, 101-8 th St, Oakland, CA
4:00 p.m. (PST), February 2, 2015	Deadline for receipt of written requests for clarification and exceptions
No later than three (3) working days prior to the date SOQs are due.	Deadline for protest of RFQ provisions
4:00 p.m. (PST), February 17, 2015*	Closing date and time for receipt of SOQ
Week of March 2, 2015*	Interviews, if necessary
March 25, 2015*	Recommendation to BATA Oversight Committee

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

General Conditions

BATA reserves the right in its sole discretion not to enter into any contract as a result of this SOQ. BATA will not reimburse any firm for costs related to preparing and submitting a SOQ.

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

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 to determine which Contractor's qualifications, experience, available resources and ability to perform the required services best suit each project. Pre-qualification of a Contractor by the Oversight Committee will not necessarily result in award of a contract.

BATA's standard consultant agreement is enclosed for your reference as *Appendix C, BATA Standard Consultant Agreement*. If a Proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Proposer will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with the procedures listed above.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D, Insurance Requirements*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D, Insurance Requirements*, within ten (10) 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 RFQ provisions listed above. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

All audit engagements will be conducted by separate engagement letter detailing the proposed services, reports and costs associated with each audit.

Public Records

This RFQ and any material submitted in response to this RFQ 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 SOQs submitted to BATA will be made available for inspection consistent with its policy regarding Public Records Act requests.

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

“The data on the following pages of this SOQ, including financial information submitted under the RFQ 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 an agreement is awarded to the Proposer submitting this SOQ, BATA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

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

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

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

Conflicts Of Interest

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

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

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

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to the agreement resulting from this RFQ 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 such Agreement.

Personally Identifiable Information

AUDITOR agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Regarding Personally Identifiable Information of Appendix C, BATA Standard Consultant Contract.

Thank you for your interest.

APPENDIX A,
PRELIMINARY SCOPE OF WORK

Key activities anticipated for the auditor will include, but are not limited to, the following:

- Provide cost and compliance auditing
- Provide construction program evaluations, including but not limited to:

Cost management

Schedule management

Procurement management

Risk management and financial controls

Budget

Administrative overhead calculations and assessments

Contract processing

Billing methods

Cost and financial management

- Provide change order evaluation and approval process
- Perform project closeout audit with reports containing any findings recommendations, and management comments deemed appropriate to evaluate project cost and efficiencies
- Ongoing auditing and reporting services related to BATA capital projects, as needed.

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:

Alicia C. Aguirre	Federal D. Glover	Julie Pierce
Tom Azumbrado	Scott Haggerty	
Jason Baker	Anne W. Halsted	Bijan Sartipi
Tom Bates	Steve Kinsey	James P. Spering
David Campos	Sam Liccardo	Adrienne J. Tissier
Dave Cortese	Mark Luce	Scott Wiener
Dorene M. Giacomini	Jake Mackenzie	Amy Rein Worth

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 STANDARD CONSULTANT CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between the Bay Area Toll Authority (herein called “BATA”), established pursuant to Streets and Highways Code § 30950 *et seq.*, and **INSERT NAME OF AUDITOR**, (herein called "AUDITOR").

RECITALS

WHEREAS, BATA wishes to retain AUDITOR to provide internal auditing and reporting services for the Seismic Retrofit Program projects and potentially other BATA construction projects including Regional Measure 1 (herein called the “Project”); and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

AUDITOR's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. Specific audit engagements shall be described initially in Draft Audit Orders, in the form set forth in Attachment A-1, Audit Order: Proposed Workscope, Schedule and Compensation, attached hereto and incorporated herein by this reference and then agreed to by engagement letter, signed by the parties, a sample of which is included in the Agreement as Attachment A-2, Sample BATA Project Engagement Letter. AUDITOR agrees to perform or secure the performance of all services specified in signed engagement letters attached to each Audit Order in their entirety within the maximum payment set forth in such Audit Order and engagement letter. Audit Orders and engagement letters may be approved by Brian Mayhew, BATA’s Chief Financial Officer. As BATA Project Manager, Catherine Cam is responsible for communication with AUDITOR and the administration of this Agreement. BATA’S Executive Director or designated representative may substitute a new BATA Project Manager by written notice to AUDITOR.

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

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

1.1 PROGRESS REPORTS

AUDITOR shall provide BATA with progress reports as necessary according to the schedule and form approved by the BATA Project Manager.

2. PERIOD OF PERFORMANCE

AUDITOR's services hereunder shall commence on or after xx day of Month, 20__ and shall be completed no later than June 30, 2020, unless extended by amendment or earlier terminated, as hereinafter provided. AUDITOR's services shall be performed in accordance with the schedules included in each approved Audit Order.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. AUDITOR shall be paid, as full compensation for the satisfactory completion of the work described in approved Audit Orders (Attachment A-1) and engagement letters (Attachment A-2) signed by the Chief Financial Officer, which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors costs, travel, materials and supplies.

B. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid AUDITOR under this Agreement exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] per fiscal year, subject to the annual budgetary approval process, and will not exceed the sum of [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] (the "Maximum Payment") for the full term of this Agreement. Any unspent remaining balance in each fiscal year will be rolled into the following fiscal year.

C. Method of Payment. AUDITOR shall submit an invoice identifying the Audit Order number and (for deliverables-based audit engagements) the project deliverable or milestone for which payment is sought no later than thirty (30) days after BATA's acceptance of such deliverable/milestone. For time and materials based audit engagements, AUDITOR shall specify hours worked plus authorized expenses. Payment shall be made by BATA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

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

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

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

4. KEY PERSONNEL

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

5. AMENDMENTS

BATA reserves the right to request changes in the services to be performed by AUDITOR. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and AUDITOR and specifically identified as amendments to the Agreement. The BATA Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. BATA may terminate this Agreement, in whole or in part, at any time by thirty (30) days' prior written notice to AUDITOR. Upon receipt of notice of termination, AUDITOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BATA. For deliverables-based audit engagements, AUDITOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit, plus reasonable termination costs, not to exceed the maximum amount for the Audit Order and engagement letter so terminated. For time and materials audit engagements, AUDITOR shall be paid for hours worked and authorized expenses, plus reasonable termination costs, not to exceed the maximum amount payable for the Audit Order and

engagement letter so terminated. If AUDITOR has any property in its possession belonging to BATA, AUDITOR will account for the same, and dispose of it in the manner BATA directs.

B. Termination for Default. If AUDITOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if AUDITOR fails to comply with any other material provision of the Agreement, BATA may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on AUDITOR, setting forth the manner in which AUDITOR is in default. If AUDITOR does not cure the breach or describe to BATA's satisfaction a plan for curing the breach within the fifteen (15) day period, BATA may terminate the Agreement for default. In the event of such termination for default, AUDITOR will be entitled to be reimbursed for costs incurred, in accordance with 6.A above, offset by any costs incurred by BATA to complete work required under the Agreement, except that in no event shall BATA be required to reimburse AUDITOR for any costs incurred for work causing or contributing to the default.

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

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

AUDITOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

AUDITOR is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any other agreement in the name of BATA. AUDITOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by AUDITOR who are assisting in the performance of services under this Agreement. AUDITOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. AUDITOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

To the maximum extent permitted by law, AUDITOR shall indemnify, keep and hold harmless BATA and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees (“BATA Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any of the following:

- A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by AUDITOR caused by any breach of the Agreement or negligent act or omission or willful misconduct of the AUDITOR or its officers, employees, subconsultants or agents; or
- B. Any allegation that materials or services provided by AUDITOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

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

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

10. DATA TO BE FURNISHED BY BATA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“BATA Data”) made available to AUDITOR by BATA for use by AUDITOR in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement, provided that AUDITOR may retain a copy of such BATA Data or portions thereof to the extent that they are incorporated into its working papers. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by AUDITOR’s use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by AUDITOR in the context of the Project shall be the property of BATA and subject to the provisions of Article 11.

10.1 PERSONALLY IDENTIFIABLE INFORMATION

AUDITOR agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Regarding Personally Identifiable Information, attached hereto and incorporated herein by this reference.

10.2 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

BATA may be required to make available to CONSULTANT certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between BATA and AUDITOR, Confidential Information shall remain the sole and exclusive property of BATA, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of AUDITOR; b) AUDITOR can demonstrate to have had rightfully in its possession prior to disclosure by BATA or its contractors, vendors or licensors; c) AUDITOR rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

AUDITOR agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by BATA. AUDITOR further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of BATA, at any time and for any reason, AUDITOR shall destroy or return to BATA, at BATA’s option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by BATA.

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to BATA by AUDITOR or its subconsultants pursuant to this Agreement shall be and are the property of BATA. BATA shall be entitled to copies and access to these materials during the progress of the

work. Any such materials remaining in the hands of the AUDITOR or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BATA. AUDITOR hereby assigns to BATA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. AUDITOR also agrees to execute all papers necessary for BATA to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include AUDITOR'S pre-existing intellectual property secured, developed, written, or produced by AUDITOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; AUDITOR shall retain all right, title and interest in any such pre-existing intellectual property.

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

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

12. SUBCONTRACTS

A. No subconsultants are currently approved by BATA for work under this Agreement. Any subconsultants must be approved in writing by BATA's Project Manager in advance and engaged under written contract with AUDITOR with provisions allowing AUDITOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of AUDITOR.

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

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

13. ASSIGNMENT OF AGREEMENT

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

14. RECORDS

AUDITOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AUDITOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

15. AUDITS

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

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

16. NOTICES

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

To BATA:

Attention: Catherine Cam
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700
Email: ccam@mtc.ca.gov
Fax: 510.817-5934

To AUDITOR:

Attention: Insert Name of Appropriate Person
Auditor's name
Auditor's address
Auditor's address
Email: X
Fax: X

17. SOLICITATION OF CONTRACT

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

18. PROHIBITED INTEREST

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

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

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

19. LAWS AND REGULATIONS

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

20. CLAIMS OR DISPUTES

AUDITOR shall be solely responsible for providing timely written notice to BATA of any

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

AUDITOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by BATA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BATA due written notice of a potential claim. The potential claim shall set forth the reasons for which AUDITOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

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

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

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

21. REMEDIES FOR BREACH

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

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

22. TEMPORARY SUSPENSION OF WORK

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

of BATA to suspend the work wholly or in part. The suspended work shall be resumed when AUDITOR is provided with written direction from BATA to resume the work.

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

In the event of a suspension of the work, AUDITOR shall not be relieved of AUDITOR's responsibilities under this Agreement, except the obligations to perform the work which BATA has specifically directed AUDITOR to suspend under this section.

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

23. WARRANTY OF SERVICES

A. In the performance of its services, AUDITOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of AUDITOR's with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, AUDITOR shall provide such specific warranties as may be set forth in specific Audit Orders as agreed upon by the parties.

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

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

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

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. AUDITOR and BATA shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that BATA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, BATA's Project Manager shall

provide a written determination as to the dispute, which shall include the basis for its decision. Upon AUDITOR's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, BATA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

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

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

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

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

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

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

25. CHOICE OF LAW

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

26. ATTORNEYS' FEES

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

27. PARTIAL INVALIDITY

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

28. BENEFIT OF AGREEMENT

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

29. NO THIRD PARTY BENEFICIARIES

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

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. AUDITOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the AUDITOR and BATA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

BAY AREA TOLL AUTHORITY

NAME OF AUDITOR

Steve Heminger, Executive Director

[Insert Appropriate Name, Title](#)

ATTACHMENT A

Scope of Work

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

ATTACHMENT A-1
Audit Order: Proposed Workscope, Schedule & Compensation

1.	Audit Order No.:	
2.	Start Date:	
3.	Completion Date:	
4.	Scope of Work:	
5.	Maximum Payment	\$ _____
6.	Deliverables-Based Payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

7. Schedule and Compensation:

Initial Audit Phase	No. of Hours	Hourly Rate	Total Compensation	Personnel Assigned	Completion Date
Planning and risk assessment					
Fieldwork					
Draft audit report					
Final report					
Total					

6. Attach additional information/comments:

METROPOLITAN TRANSPORTATION
COMMISSION

AUDITOR

Brian Mayhew, Chief Financial Officer

Name, Title

Date: _____

Date: _____

Insert MTC pathname on AO

ATTACHMENT A-2
SAMPLE BATA PROJECT ENGAGEMENT LETTER

ATTACHMENT B
Not Used

ATTACHMENT C

Not Used

ATTACHMENT D
Key Personnel Assignments

	<u>Name</u>	<u>Description</u>	<u>Rate/hour</u>	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

* Applicable to development of payment provisions in amendments only

ATTACHMENT E
Insurance and Financial Security (Bond) Provisions

1. INSURANCE

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

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

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

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of AUDITOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as AUDITOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of AUDITOR and AUDITOR'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. Such policy shall contain a Waiver of Subrogation in favor of BATA.

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

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

4. Umbrella Insurance in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to BATA and having minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.

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

6. Property Insurance. Property Insurance covering AUDITOR's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA.

7. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering AUDITOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. AUDITOR shall

reimburse BATA for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BATA.

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

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

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

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

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

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

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

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

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

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

2. Not Used

3. **ADDITIONAL INSUREDS**

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

CALTRANS

ATTACHMENT F

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

1. Right to Audit

AUDITOR shall permit BATA and its authorized representatives to audit and inspect: (i) AUDITOR’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) AUDITOR’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 AUDITOR’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data

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

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

AUDITOR is prohibited from storing PII on portable media including, but not limited to, laptops, thumb drives, disks and so forth.

Notwithstanding anything to the contrary in Article 14. Records, of this Agreement, AUDITOR agrees to retain PII for no longer than necessary for AUDITOR to carry out its contractual responsibilities under this agreement. At the conclusion of this retention period, AUDITOR agrees to use Department of Defense (“DoD”) approved methods to permanently remove PII from any files. Discarded PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips (“Storage Media”). AUDITOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine. AUDITOR also agrees to use DoD approved methods to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, AUDITOR shall submit a

certification to the BATA Project Manager as follows: “All PII whether in electronic or hard-copy format, has been destroyed in accordance with the requirements contained in Section 2. General Confidentiality of Data of the Attachment F Special Conditions Relating to Personally Identifiable Information.” These requirements shall survive termination or expiration of this Agreement.

3. Compliance with Statutes and Regulations

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

4. Subconsultants

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

5. Consultant Guarantees

AUDITOR 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.

AUDITOR 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.

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

If requested by BATA, AUDITOR 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 AUDITOR substantially the same in its terms.

6. Notice of Security Breach

AUDITOR 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

ATTACHMENT G

Subconsultant List

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

APPENDIX D, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. AUDITOR 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> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Auditor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Auditor is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of AUDITOR and AUDITOR'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. Such policy shall contain a Waiver of Subrogation in favor of BATA.</p> <p>BATA, and its 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 AUDITOR's operations.</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by AUDITOR and AUDITOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
—	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to BATA and having minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage. The policy shall provide coverage for all work performed by AUDITOR and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the</p>

	AUDITOR. No contract or agreement between AUDITOR and any subcontractor/consultant shall relieve AUDITOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by AUDITOR and any subcontractor/consultant working on behalf of AUDITOR on the project.
—	<u>Property Insurance</u> covering AUDITOR's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("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.
—	<u>Employee Dishonesty/Crime Insurance.</u> An Employee Dishonesty insurance policy covering AUDITOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. AUDITOR shall reimburse BATA for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BATA.

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

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

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

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

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

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

“extended reporting” coverage for a minimum of three (3) years after completion of the work.

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

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

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

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 RFQ provisions. If such objections are not brought to BATA’s attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

REQUEST FOR QUALIFICATIONS

APPROVAL SHEET

AGENCY:	BATA		
PROJECT TITLE:	Internal Project Auditing Services		
FISCAL YEAR(S):	FY 15-20	WORK ITEM #:	1254
BUDGET AMOUNT:	\$5,000,000	FUNDING SOURCE(S):	BATA Tolls
ADDENDUM NO.:			

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REVIEW LIST

Project Manager:	Catherine Cam	Date:	
Section Director:	Brian Mayhew	Date:	
Budget Review:	Suzanne Bode	Date:	
Contract Administration	Denise Rodrigues ¹	Date:	
IT Review	NA	Date:	
Office of the General Counsel:	Cynthia Segal	Date:	
Deputy Executive Director:	Andrew Fremier ²	Date:	
Deputy Executive Director:	Alix Bockelman ³	Date:	

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² Reviews all procurements from Bridge Oversight & Operations and other BATA-funded contracts

³ Reviews all procurements from all sections.