



February 6, 2015

REQUEST FOR PROPOSAL (RFP)

**Cash Counting and Armored Car Services for Toll Bridges
in the San Francisco Bay Area
Letter of Invitation**

AMY REIN WORTH, CHAIR
Cities of Contra Costa County

DAVE CORTESE, VICE CHAIR
Santa Clara County

ALICIA C. AGUIRRE
Cities of San Mateo County

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

JASON BAKER
Cities of Santa Clara County

TOM BATES
Cities of Alameda County

DAVID CAMPOS
City and County of San Francisco

DORENE M. GIACOPINI
U.S. Department of Transportation

FEDERAL D. GLOVER
Contra Costa County

SCOTT HAGGERTY
Alameda County

ANNE W. HALSTED
*San Francisco Bay Conservation
and Development Commission*

STEVE KINSEY
Marin County and Cities

SAM LICCARDO
San Jose Mayor's Appointee

MARK LUCE
Napa County and Cities

JAKE MACKENZIE
Sonoma County and Cities

JULIE PIERCE
Association of Bay Area Governments

LUAN SARTIP
*California State
Transportation Agency*

LIBBY SCHAAF
Oakland Mayor's Appointee

JAMES P. SPERING
Solano County and Cities

ADRIENNE J. TISSIER
San Mateo County

SCOTT WIENER
San Francisco Mayor's Appointee

NOTICE IS HEREBY GIVEN that the Bay Area Toll Authority (BATA), invites your firm to submit a proposal for the Cash Counting and Armored Car Services for Toll Bridges in the San Francisco Bay Area.

The Request for Proposal (RFP) documents for this project are available for download on the BATA website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their proposal by **4:00p.m., Friday, March 6, 2015**, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Bank Selection Timetable of the RFP.

BATA Point of Contact
Russell Yuen, Project Manager
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Tel: 510- 817-5961
E-mail: ryuen@mtc.ca.gov

Thank you for your interest.

Sincerely,


Steve Heminger
Executive Director

SH: RY

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STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

JOSEPH P. BORT METROCENTER | 101 EIGHTH STREET | OAKLAND, CA 94607-4700
TEL 510.817.5700 | TTY/TDD 510.817.5769 | FAX 510.817.5848 | E-MAIL info@mtc.ca.gov | WEB www.mtc.ca.gov

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I. BATA AND PROJECT DESCRIPTION

A. Description of BATA

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission.

B. Project Description

The purpose of this RFP is to solicit a bank for banking services, cash counting, cash reporting services, cashiering services, armored car services and depositing the cash toll receipts collected at the seven state-owned bridges in the San Francisco Bay Area.

An armored car service whose services will be procured through this RFP will pick up cash toll receipts from the San Francisco-Oakland Bay Bridge (SFOBB), and the, Carquinez, Dumbarton, Richmond-San Rafael, Antioch, Benicia-Martinez, and San Mateo bridges seven days a week including holidays. The carrier will also deliver and pick up change funds, and return bags and property or other valuables to and from each of the bridges seven (7) days a week including holidays. The carrier will also pick up or deliver return bags, property or other valuables from BATA offices located at 101 Eighth Street, Oakland, to the depository bank five days a week (Monday – Friday) excluding BATA holidays. Commencing on or about January 2016, BATA offices will be located at 375 Beale Street, San Francisco.

Each day's cash toll receipts for each bridge are contained in sealed bank deposit bags. The sealed collector bags are stored in a locked Sergeant's bag. In addition to the collector bags, the Sergeant's bag will contain a manifest that will list the number of items in the bag with collector ID number. Each collector bag will contain currency or coin and each bag will have a deposit slip identifying the collector number with a cash count. The currency is counted and sorted and bundled with a rubber band. On average, there is one (1) Sergeant's bag per bridge per day. Additionally, on any given business day, each bridge has the following:

Antioch has 16 sealed collector bags. The total cash in the bags will range from approximately \$13,000 to \$25,000 in currency and \$185 to \$429 in coin. The total cash for an average day's collection is estimated to be from \$13,000 to \$25,000.

Richmond has between 34 and 38 sealed collector bags. The total cash in the bags will range from approximately \$52,000 to \$76,000 in currency and \$880 to \$1000 in coin. The total cash for an average day's collection is estimated to be from \$53,000 to \$77,000.

SFOBB has between 90 and 98 sealed collector bags. The total cash in the bags will range from approximately \$171,000 to \$287,000 in currency and \$2,600 to \$4,300 in coin. The total cash for an average day's collection is estimated to be from \$174,000 to \$292,000.

San Mateo has between 38 and 40 sealed collector bags. The total cash in the bags will range from approximately \$69,000 to \$103,000 in currency and \$1,200 to \$1,700 in coin. The total cash for an average day's collection is estimated to be from \$70,000 to \$105,000.

Dumbarton has 28 sealed collector bags. The total cash in the bags will range from approximately \$48,000 to \$63,000 in currency and \$980 to \$1,300 in coin. The total cash for an average day's collection is estimated to be from \$49,000 to \$64,000.

Carquinez has between 42 and 54 sealed collector bags. The total cash in the bags will range from approximately \$100,000 to \$166,000 in currency and \$1,500 to \$2,400 in coin. The total cash for an average day's collection is estimated to be from \$102,000 to \$169,000.

Benicia has between 48 and 58 sealed collector bags. The total cash in the bags will range from approximately \$84,000 to \$140,000 in currency and \$1,400 to \$2,100 in coin. The total cash for an average day's collection is estimated to be from \$86,000 to \$142,000.

The cash counted on a weekday daily average is \$620,000 and the cash collected on a weekend daily average is \$770,000.

II. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal ("Proposer") meets the following Minimum Qualifications to be eligible for consideration for this project.

To be eligible to submit a proposal, a proposer must demonstrate that it meets the following minimum qualifications:

- 1) Proposer shall have a minimum of ten (10) years experience providing cash counting services.
- 2) Proposer must currently provide cash counting services to at least five (5) client accounts that have at least \$700,000 in daily transactions; two (2) of the cash counting client accounts must be governmental agencies.
- 3) Proposer shall have an asset base of at least \$1 billion.
- 4) Proposer shall have a cash counting facility that includes a bank vault. The vault shall meet all State and Federal rules, regulations and licensing requirements applicable to a commercial bank vault.
- 5) Proposer's in house cash counting services must be located in the San Francisco Bay Area.
- 6) Proposer shall have at least ten (10) California government entity banking accounts.
- 7) Proposer shall have an established relationship with an armored car service company that is licensed by the California Highway Patrol (CHP).

- 8) Proposer's armored car service must be insured and bonded in accordance with Attachment D-1, Insurance Requirements.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The scope of work for the project is provided in *Appendix A, Scope of Work*.

B. Period of Performance

The contract resulting from this RFP is expected to begin on or prior to July 1, 2015 and end June 30, 2020, and may be renewed at BATA's sole option for an additional five-year period. The initial five-year contract is subject to annual review as well as the right of BATA to terminate at any time with 30 day's written notice.

C. Budget

The contract value will be based on the volume of activity on each of the bridges and the cost to service the account activities as described under scope of work. The cash collected on a weekday daily average is \$620,000, and the cash collection on weekend daily average is \$750,000.

IV. PROPOSERS' CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Proposers' Conference will be held at 2:00 p.m. on Friday, February 13, 2015 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in conference room 171.

Any addenda will be posted on BATA's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by BATA no later than 4:00 p.m., on Wednesday, February 18, 2015, to guarantee response or consideration. BATA reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. BANK SELECTION TIMETABLE

2:00 p.m. on Friday, February 13, 2015	Proposers' Conference, at 101 8 th Street, Oakland, CA 94607, First Floor Conference Room 171.
4:00 p.m., on Wednesday, February 18, 2015	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions

4:00p.m., Friday, March 6, 2015

Closing date/time for receipt of proposals

Week of March 16, 2015*

Interviews/Discussions (if held)

March 23, 2015*

Date for receipt of Best and Final Offers
(if required)

April 22, 2015

BATA Oversight Committee Approval

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

VI. SUBMITTAL OF PROPOSALS

1. Interested firms must submit an original and five (5) copies, as well as one electronic PDF version, of their proposal by 4:00 p.m., Friday, March 6, 2015. **Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.**
2. Proposals are to be addressed as follows:

Russell Yuen, Project Manager
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Telephone: 510-817-5961; Fax 510-817-5934
Email: ryuen@mtc.ca.gov

3. Proposer's name and return address must also appear on the envelope.
4. Proposals 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 proposals 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.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. All proposals, 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 proposals
7. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.

8. A signed proposal submitted to BATA in response to this RFP shall constitute a binding offer from Proposer to contract with BATA according to the terms of the proposal for a period of 120 days after the proposals are due to BATA.
9. A proposal may be withdrawn at any time before the date and time when Proposals are due by submitting a written request for its withdrawal to the BATA Project Manager.
10. This RFP does not commit BATA to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
12. BATA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
13. BATA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected Proposer fails to enter into a contract with BATA in a timely manner as determined by BATA, in accordance with the terms and conditions of this RFP, BATA reserves the right to reject the proposal and enter into a contract with the next highest scoring firm.

VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal 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.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in BATA's sole discretion.

Each proposal must include the following:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signatory. 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 RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

B. Title Page

Proposals must include a title page that includes the RFP 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. Table of Contents

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

D. Overview and Summary

This section should clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and
3. The assumptions made in selecting the approach.

E. Work Plan

This section should present a work plan for the tasks described in *Appendix A, Scope of Work*. The proposed work plan should:

1. Discuss how the Proposer will conduct the identified task, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between BATA, Proposer's bank staff, armored car service, and subcontractors, if any.

3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe Proposer's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Identify the Account Relationship Manager and all other qualified and available staff that will be dedicated to BATA's account. Identify key staff as well as their role and their qualifications (attach resumes as appropriate).
3. Provide a description of the Proposer's experience over the past ten years in providing cash counting services, focusing particularly on government entity accounts with regard to: a) customer service; and b) bank flexibility in resolving issues or customer disputes. Include the name of the agency/company for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide a listing of Proposer's government cash counting accounts. For each account, state the average cash collected and processed per day.
5. Demonstrate your ability to develop and provide reports by bridge and collector. Please include a sample report that your bank provides to your cash counting clients.
6. Provide references from five (5) cash counting clients with at least \$700,000 in daily transactions, two (2) of which are clients from the government sector. Include the names, email, and telephone number for a contact person from each reference.
7. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, MTC SAFE, BATA or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.
8. Provide a copy of a standard banking contract for these services, and a copy of the banks contract with the armored car service provider.

G. Cost Proposal

Provide an estimate of the cost of providing service based on the description in *Appendix A, Scope of Work* and a schedule of fees. Please itemize all costs by task listed in *Appendix A, Scope of Work* with fees estimated on a week-day average of \$620,000 daily, a week-end average of \$750,000 daily and 332 collector bags.

Please include information (date and outcome) on firm's most recent pre-award audit, if applicable.

H. California Levine Act Statement

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

I. Insurance Provisions

Submit a signed acknowledgement that your firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of BATA's notice to firm that it is the successful proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

J. <Not Used>

K. Iran Contracting Act

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission that proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix E*).

L. Financial Responsibility

In a separate sealed envelope: Provide a copy of Proposer's most recent annual and past quarterly financial filing. The statements will not be considered part of the Proposals for purposes of the California Public Records Act and will be reviewed to determine responsibility only. All statements will be returned to all Proposers prior to BANK selection.

M. <Not Used>

VIII. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the BATA's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications and Requirements listed in this RFP or satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal 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.

C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of BATA staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the BATA Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by a proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, in the final order of priority:

1. Proposer and staff qualifications and experience in cash counting with an emphasis on government entity accounts
2. Accuracy and clarity of RFP response
3. Reporting capabilities by bridge and collector
4. Client References
5. Cost Effectiveness

D. Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a "short list" of

Proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s the specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

BATA reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

The panel will recommend a BANK to the BATA Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the appropriate BATA Committee for approval (if required).

IX. GENERAL CONDITIONS

A. Award

Any award made will be to the Proposer whose proposal is most advantageous to BATA based on the evaluation criteria defined in Section VIII, Proposal Evaluation. If the selected Proposer fails to enter into a contract with BATA in a timely manner as determined by BATA, in accordance with the terms and conditions of this RFP, BATA reserves the right to reject the proposal of the selected Proposer and enter into a contract with the next highest scoring Proposer.

B. Contract Arrangements

BATA’s Standard Consultant contract is attached as *Appendix D*. 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. 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 Section C below.

The selected bank will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1, Insurance Requirements* within ten (10) days of BATA's notice 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. 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 pursuant to the protest provisions of this RFP must be brought to BATA's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be based on a schedule of fees, and payments shall be made on a monthly basis.

C. Selection Disputes

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

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the Proposer is notified that it did not meet the 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 the Proposer is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Bank selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the BATA Executive Director or appropriate BATA 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 Executive Director or Section Director, as appropriate.

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 BATA, no later than 4:00 p.m. on

the third business day after receipt of the written response from the BATA Executive Director. BATA's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by BATA 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 BATA's decision.

D. Public Records

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

If the Proposer believes any proposal 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 Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section ___ of this RFP, 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 proposal, BATA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

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

E. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of BATA. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of BATA is in any manner interested directly or indirectly in the proposal 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 RFP 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 Bank 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 RFP 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.

G. <Not Used>

H. <Not Used>

APPENDIX A
SCOPE OF WORK

The selected Bank is expected to commence services on or before July 1, 2015. The selected Bank shall provide a dedicated Account Relationship Manager and staff located in the San Francisco Bay Area to service BATA's account. The selected Bank will perform the following key services:

- Provide daily armored car service to pick up cash toll revenue receipts from the seven (7) state-owned toll bridges. The bridges include the SFOBB, Carquinez, Dumbarton, Richmond-San Rafael, Antioch, Benicia-Martinez, and San Mateo bridges between the hours of 6:00 a.m. and 4:00 p.m. seven (7) days a week including holidays.
- Provide daily pickup and delivery services from the Accounting Office of BATA to the depository bank between 9:00 a.m. and 3:00 p.m. weekdays, excluding BATA's holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and day after Thanksgiving, Christmas Eve and Christmas Day.
- Provide change funds and armored car services for daily pickup and delivery services of change funds to and from each bridge seven (7) days a week including holidays.
- Provide count and verification of toll receipts within two (2) business days of receipt of deposit by Bank.
- Provide bank depository accounts for the toll receipts and change funds.
- Provide a daily collector cash report spreadsheet within one (1) business day of deposit credit date with the cash count identifying the bridge plaza ID, the collector number, the bag number, the business date, the total cash received for each bridge plaza, and the cash variance computed between what was declared and the actual count per collector, per bridge, and per business day. Bank shall send .csv files of this info to BATA via FTP.
- Follow standard banking procedures for informing the United States Department of the Treasury of counterfeit notes and follow up if necessary. The Bank shall also provide notice to BATA via email a copy of the any counterfeit bills within one (1) business day of deposit credit date. The notice will identify the bridge plaza, collector number, bag number, and collection date.
- Provide daily notices to BATA (via email) of any variances/adjustments to BATA's accounts. The notices will include bridge ID, business date, and the amount of declared shortage or overage.

- Follow up with a detailed notification of the adjustment notice via mail. The notification will identify the bridge ID, deposit date, total currency by denominations, and the reason for the adjustment.
- Provide bank deposit bags for the collected cash.
- Provide electronic transmission of daily collector cash report with bridge ID, business date, and total collected in a format easily uploaded to BATA's accounting system.
- Provide daily change fund services to the bridges. BATA faxes to the Bank daily change fund orders with various currency denominations for each bridge. The change funds are then delivered daily by armored car service when it picks up the toll revenue receipts.
- Provide daily confirmation of the change funds that are delivered via facsimile.
- Provide any ongoing services or tasks as required and negotiated by BATA.
- Provide BATA electronic transmission of daily collector cash report, by collector and totaled by bridge, for BATA to upload to BATA's accounting system.
- Send and receive .csv files to and from BATA via FTP. (see Appendix F)
- Provide BATA web-based on line access to depository and change fund accounts and daily cash activity reports.
- In the event of additional research/investigation regarding any cash variance requested by BATA, the Bank shall complete its findings and respond to BATA within three (3) business days.
- Respond promptly to other related BATA information or service requests.

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

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

BATA’s commissioners include:

Alicia C. Aguirre	Federal D. Glover	Julie Pierce
Tom Azumbrado	Scott Haggerty	Libby Schaaf
Jason Baker	Anne W. Halsted	Bijan Sartipi
Tom Bates	Steve Kinsey	James P. Spring
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 D, BATA STANDARD CONSULTANT CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Between

BAY AREA TOLL AUTHORITY

And INSERT NAME OF BANK

For CASH COUNTING AND ARMORED CAR SERVICES

THIS AGREEMENT is made and entered into as of the xx day of Month, 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 BANK, (herein called "BANK")

RECITALS

WHEREAS, BATA wishes to retain BANK to provide cash counting and armored car services (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 an agreement (the "Agreement") pursuant to which BANK will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

BANK's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. BANK agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by **Russell Yuen**, (herein called "BATA Project Manager"). As BATA Project Manager, is responsible for communication with BANK and the administration of this Agreement. BATA'S Executive Director or designated representative may substitute a new BATA Project Manager by written notice to BANK.

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

2. PERIOD OF PERFORMANCE

BANK's services hereunder shall commence on or after July 1, 2015, and shall be completed no later than June 30, 2020, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. BANK's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

3. COMPENSATION AND METHOD OF PAYMENT

Bank shall invoice BATA monthly, including with such invoice an Account Statement detailing fees included in the invoice, which shall be consistent with Attachment C, Fee Schedule, attached hereto and incorporated herein by this reference. 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. If BATA reports any inaccuracies, errors, or questioned entries within thirty (30) days of receipt of an invoice, Bank agrees to resubmit such invoice with a corrected Account Statement; otherwise, except for the final monthly invoice of the Contract Term, any adjustments to the invoice and Account Statement may be made in the next monthly invoice.

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.

3.1 MAXIMUM PAYMENT

Fee payments under this Contract in excess of \$900,000 per fiscal year (July 1-June 30) require an amendment of this Contract, pursuant to Article 5 herein.

4. KEY PERSONNEL

The key personnel to be assigned to this work by BANK and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D, Key Personnel 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. BANK shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. BANK 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 BANK. 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 BANK and specifically identified as amendments to the Agreement. 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 for convenience, in whole or in part, at any time by 30 day written notice to BANK. Upon receipt of notice of termination, BANK 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. BANK shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. If BANK has any property in its possession belonging to BATA, BANK will account for the same, and dispose of it in the manner BATA directs. Except as provided above, BATA shall not in any manner be liable for BANK's actual or projected lost profits had BANK completed the services required by this Agreement.

B. Termination for Default. If BANK 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 BANK 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 BANK, setting forth the manner in which BANK is in default. If BANK 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, BANK will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: BANK shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. Such reimbursement will

be offset by any costs incurred by BATA to complete work required under the Agreement. In no event shall BATA be required to reimburse BANK for any costs incurred for work causing or contributing to the default. If BANK has any property in its possession belonging to BATA, BANK will account for the same, and dispose of it in the manner BATA directs. BATA shall not in any manner be liable for the BANK's actual or projected lost profits had the BANK completed the services required by this Agreement.

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

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

BANK 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

BANK is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any agreement in the name of BATA. BANK has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by BANK who are assisting in the performance of services under this Agreement. BANK 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. BANK 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, BANK 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 BANK caused by any breach of the Agreement or negligent act or omission or willful misconduct of the BANK or its officers, employees, subconsultants or agents; or

B. Any allegation that materials or services provided by BANK under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

B. Any allegation that materials or services provided by BANK under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

BANK 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, BANK 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 BANK by BATA for use by BANK 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. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by BANK’s use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by BANK in the context of the Project shall be the property of BATA and subject to the provisions of Article 11.

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 BANK 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 BANK or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BATA. BANK 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. BANK 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 BANK'S pre-existing intellectual property secured, developed, written, or produced by BANK prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; BANK shall retain all right, title and interest in any such pre-existing intellectual property.

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

BANK 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. Subconsultants approved by BATA for subcontract work under this Agreement are listed in Attachment G, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with the BANK with provisions allowing the BANK 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 BANK.

B. Nothing contained in this Agreement or otherwise shall create any contractual relationship between BATA and any subcontractors, and no subcontract shall relieve BANK of his/her responsibilities and obligations hereunder. BANK 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 BANK. BANK's obligation to pay its subcontractors is an independent obligation from BATA's obligation to make payments to BANK.

C. Any substitution of subcontractors listed in Attachment G must be approved in writing by BATA's Project Manager in advance of assigning work to a substitute subcontractor.

D. 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

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

14. RECORDS

BANK 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. BANK 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

BANK shall permit BATA, and its authorized representatives to have access to BANK'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. BANK shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

BANK 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 its 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 BANK 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: Russell Yuen
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700
Email: ryuen@mtc.ca.gov
Fax: 510.817-5961

To BANK:

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

17. SOLICITATION OF CONTRACT

BANK warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for BANK, 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 BANK, 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 BANK's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

BANK 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. BANK 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, BANK 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

BANK 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.

BANK 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 BANK becomes aware of an organizational conflict of interest in connection with the work performed hereunder, BANK shall immediately provide BATA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. BANK'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 BANK's performance of the work hereunder, BATA shall similarly notify BANK. In the event a conflict is presented, whether disclosed by BANK or discovered by BATA, BATA will consider the conflict presented and any alternatives proposed and meet with BANK 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 the BANK to damages incurred by the BATA in addressing organizational conflicts that arise out of work performed by BANK, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

BANK shall comply with any and all applicable 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 BANK.

20. CLAIMS OR DISPUTES

BANK 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 BANK claims before

BANK has performed any disputed work. Therefore, BANK's failure to provide timely notice shall constitute a waiver of BANK's claims for additional compensation and/or time.

BANK 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 BANK 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 BANK has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, BANK 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. BANK shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves BANK'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 BANK 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 BANK 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 BANK 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 BANK to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of BANK. The BANK shall comply immediately with

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

If the suspension is due to BANK'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 BANK, all costs shall be at BANK's expense and no schedule extensions will be provided by BATA.

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

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

23. WARRANTY OF SERVICES

A. In the performance of its services, BANK represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of BANKS 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, BANK shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

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

1. The right to have BANK re-perform such services at the BANK's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the BANK if within 30 days after written notice to BANK requiring such re-performance, BANK fails to give satisfactory evidence to the BATA that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default. BANK 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. BANK 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 BANK'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 BANK, 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 BANK which 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. BANK must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. BANK 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 terminations 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. BANK 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 BANK 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 BANK

Steve Heminger, Executive Director

Insert Appropriate Name, Title

ATTACHMENT A
Scope of Work
Outline of Services

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

- 1.
- 2.

ATTACHMENT B
Project Schedule

Not Used

ATTACHMENT C
Fee Schedule

ATTACHMENT D

Key Personnel Assignments

	<u>Name</u>	<u>Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.		\$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

* Applicable to development of payment provisions in amendments only.

**COMPLETE AS NECESSARY; IF NO KEY PERSONNEL OR HOURLY RATES,
 LABEL AS “Not Applicable”**

ATTACHMENT E

Insurance and Financial Security (Bond) Provisions

Property insurance is required for all contracts.

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover BANK'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 BANK authorizes to work under this Agreement (hereinafter referred to as "Agents.") BANK 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.

BANK 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, BANK 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 BANK's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event BANK 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 BANK's insurance be primary without right of contribution from BATA. Prior to beginning work under this contract, BANK 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 BANK'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 BANK 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 BANK and BANK'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 BANK's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by BANK and BANK'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 \$1,000,000 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.

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

6. Property Insurance. Property Insurance covering BANK'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.

(a) An Employee Dishonesty insurance policy covering BANK's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (1) Employee Dishonesty - \$1,000,000; and (2) Client Property Blanket Bond - \$1,000,000.

(b) Money and Securities insurance covering BATA's money, securities, tokens and other property while on or away from the premises against disappearance, theft, robbery while on or off described premises and while in transit, with a minimum limit of \$250,000.

Regarding both coverages, BANK 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. BANK'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. BANK shall be responsible for payment of any deductible or retention on BANK'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 BANK insurance policy that contains a deductible or self-insured retention, BANK 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 BANK, subconsultant, subcontractor, or any of their employees, officers or directors, even if BANK 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, BANK 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, BANK 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 BANK’s personnel, subcontractors, and equipment have been removed from BATA’s property, and the work or services have been formally accepted. BANK 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, BANK 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 BANK are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by BANK pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

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.

NONE

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.			

LIST "None" ABOVE IF NO SUBCONTRACTORS ARE BEING USED.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. BANK 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-VIII or better.

Yes (√)	Please certify by checking the box below that required coverages will be provided within ten (10) days of BATA’s notice to firm that it wishes to contract with the firm.
—	<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 BANK’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 BANK is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of BANK and BANK’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 its 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 BANK’s operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by BANK and BANK’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.
—	<u>Umbrella Insurance</u> in the amount of \$1,000,000 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.
—	<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. The policy shall provide coverage for all work performed by BANK and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the BANK. No contract or agreement between BANK and any

	<p>subcontractor/consultant shall relieve BANK of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by BANK and any subcontractor/consultant working on behalf of BANK on the project.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering BANK'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.</p>
<p>—</p>	<p><u>Employee Dishonesty/Crime Insurance.</u> (a) An Employee Dishonesty insurance policy covering BANK's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (1) Employee Dishonesty - \$1,000,000; and (2) Client Property Blanket Bond - \$1,000,000. (b) Money and Securities insurance covering BATA's money, securities, tokens and other property while on or away from the premises against disappearance, theft, robbery while on or off described premises and while in transit, with a minimum limit of \$250,000. Regarding both coverages, BANK 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.</p>
<p>All policies will be issued by insurers acceptable to BATA, generally with a Best's Rating of A-VIII or better.</p> <p>Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BATA.</p> <p>Consultant shall be responsible for payment of any deductible or retention on BANK'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.</p> <p>In the event that BATA seeks coverage as an additional insured under any BANK insurance policy that contains a deductible or self-insured retention, BANK 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 BANK, subconsultant, subcontractor, or any of their employees, officers or directors, even if BANK or subconsultant is not a named defendant in the lawsuit.</p>	

If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, BANK 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, BANK 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 BANK’s personnel, subcontractors, and equipment have been removed from BATA’s property, and the work or services have been formally accepted. BANK 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.

Prior to commencement of any work hereunder, BANK 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 BANK are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by BANK pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this 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 ten (10) days of BATA’s notice to firm that it wishes to contract with the firm.

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 closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BATA’s attention consistent with the provisions of this RFP, compliance with the insurance

requirements will be assumed.

APPENDIX E – IRAN CONTRACTING ACT of 2010
(Public Contract Code Section 2200 *et seq.*)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Bay Area Toll Authority (BATA), contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

APPENDIX F
SAMPLE CSV FILE

SAMPLE csv file

Bridge	Collector	Currency/C Business Bag #s	12/11/2014 1	2	Processing 5	10	12/15/2014 20	50	100	Currency	Coin	Cash	Declared	Received	Variance
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Include Subtotals by bridge.