

Request for Proposals



GOLDEN GATE BRIDGE
HIGHWAY & TRANSPORTATION DISTRICT

RFP No. 2011-D-1

for

ELECTRONIC RECORDS MANAGEMENT SYSTEM

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ELECTRONIC RECORDS MANAGEMENT SYSTEM

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 9000, Presidio Station, San Francisco, CA, 94129-0601; or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, 94129 on **Tuesday, February 1, 2011, by 2:00 p.m., Pacific Standard Time**, for the following:

REQUEST FOR PROPOSALS (RFP) NO. 2011-D-1 ELECTRONIC RECORDS MANAGEMENT SYSTEM

The District seeks proposals from qualified firms to furnish and install an electronic records management system. Proposals shall be submitted on the District's "Proposal Form" and enclosed in a sealed envelope marked, "**RFP NO. 2011-D-1, ELECTRONIC RECORDS MANAGEMENT SYSTEM,**" and plainly endorsed with the Proposer's name and address.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. Proposers are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal. For DBE assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

Requests for modifications or clarifications of any requirement must be submitted in writing on **Tuesday, January 18, 2011, by 4:30 p.m., Pacific Standard Time.**

Proposals will be examined and reported to the District Board of Directors within one hundred and twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred and twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if award is made.

The RFP Documents are available for download on the District's web site. To download the documents, go to the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to District Division and look for 2011-D-1. For those who wish to download the RFP Documents from the District's web site, your name will not appear on the District's "List of Potential Proposers" unless you notify the Office of the Secretary of the District. The District requests that all potential Proposers who download documents complete the "List of Potential Proposers" form in Word format, posted with the RFP Documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Proposer to check the District's web site for any Addenda that may be issued relative to this RFP.

To inspect and obtain the RFP Documents or for any additional information, please contact the Office of the Secretary of the District by telephone at (415) 923-2223, by facsimile at (415) 923-2013 or by e-mail at districtsecretary@goldengate.org.

A handwritten signature in blue ink that reads "Janet S. Tarantino". The signature is written in a cursive style.

Janet S. Tarantino
Secretary of the District

Dated at San Francisco, this 4th day of January 2011.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
REQUEST FOR PROPOSALS
FOR
ELECTRONIC RECORDS MANAGEMENT SYSTEM

RFP NO. 2011-D-1

1. PROPOSAL REQUEST

The Golden Gate Bridge, Highway and Transportation District (District) is requesting Proposals from qualified firms to furnish an electronic records management system (ERM). The primary purpose of the ERM will be to store paper and electronic files in a manner that allows for search and retrieval of various documents as needed. The Consultant will be responsible for the delivery and installation of the system and for conducting on-site training utilizing the train-the-trainer approach to District staff.

2. PROPOSAL TIME LINE

Listed below is the Proposal Time Line that outlines pertinent dates of which Proposers should make themselves aware:

Tuesday, January 4, 2011	RFP issued to public
Tuesday, January 18, 2011	Requests for clarification due by 4:30 p.m., Pacific Standard Time
Tuesday, January 25, 2011	Response to requests for clarification
Tuesday, February 1, 2011	Proposals due by 2:00 p.m., Pacific Standard Time
Week of February 28, 2011 (tentative)	Proposer interviews, if held

These dates are subject to revision at the District's discretion.

3. SUBMITTAL OF PROPOSALS

A. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Proposal specifications shall be submitted in writing to the Office of the Secretary of the District on **Tuesday, January 18, 2011, by 4:30 p.m., Pacific Standard Time**. Any interpretation, change, or correction of said specifications will be made by Addenda only, duly issued by the Secretary of the District no later than **Tuesday, January 25, 2011**. Proposers should check the District's web site at <http://www.goldengate.org> and click on Contract Opportunities for any Addenda that may be issued relative to this RFP. Copies of such Addenda will be mailed or otherwise furnished to each firm receiving a set of specifications. All oral modifications of these conditions or specifications are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

Proposers are requested to submit one (1) original, ten (10) hard copies, and two (2) CDs, each containing an electronic PDF copy, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal, and the electronic version is provided for the District's administrative convenience only. Proposals should be submitted in a sealed envelope marked, "**RFP NO. 2011-D-1, ELECTRONIC RECORDS MANAGEMENT SYSTEM,**" and plainly endorsed with Proposer's name and address. Proposals shall be sent or delivered to the following address:

Mail To:

Golden Gate Bridge, Highway and Transportation District
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601
Attention: Janet S. Tarantino, Secretary of the District

Hand Deliver To:

Golden Gate Bridge, Highway and Transportation District
Administration Building
Golden Gate Bridge Toll Plaza
San Francisco, CA
Attention: Janet S. Tarantino, Secretary of the District

Proposals must be received no later than **Tuesday, February 1, 2011, by 2:00 p.m., Pacific Standard Time**. Proposals received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received in the Office of the Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred and twenty (120) calendar days from the submission deadline for Proposals.

Should firms interested in submitting a Proposal have questions regarding the required services, the contents of the Proposal, the selection procedures, or any other requirements, these questions should be directed to Janet S. Tarantino, Secretary of the District, at (415) 923-2223.

Each Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve the week of **February 28, 2011**, as the tentative week planned for finalist interviews,

should interviews be conducted. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

C. Proposal Forms and Sample Documents

The following documents are included in this Request for Proposals (RFP). Attachments A, B, and D must be completed and submitted with the Proposal.

Attachment A	Cost Proposal Form
Attachment B	Sample Certificate of Insurance
Attachment C	Sample Professional Services Agreement
Attachment D	Acknowledgment of Addenda

4. DESCRIPTION OF DISTRICT

The Golden Gate Bridge, Highway and Transportation District is a California Special District created by the Legislature in 1923 and subject to regulation under the Bridge and Highway District Act, as amended (see California Streets & Highways Code Section 27000 et seq.). The District is governed by a 19-member board comprised of members representing the City and County of San Francisco, Marin County, Sonoma County, Napa County, Mendocino County and Del Norte County.

The District operates and maintains the Golden Gate Bridge and a fleet of buses and ferryboats. Golden Gate Ferry currently operates five passenger ferries between Larkspur and San Francisco and between Sausalito and San Francisco. An active fleet of approximately 198 buses operates in Marin, Sonoma, Contra Costa, and San Francisco counties. The District operates two retail operations, a gift shop and a café/snack bar. The District receives funds primarily from Bridge tolls, transit fares and federal, state and local grants.

The District is based in San Francisco and consists of four operating divisions, Bridge, Bus, Ferry, and Visitors Services & Concessions, as well as an administrative District Division. The District Division has no revenues and all its expenses are allocated to general and administrative expenses in the operating divisions.

Many departments within the District currently store documents in paper format. In addition, the District's Finance department is using a small version of the Captaris System to store documents and the District's Engineering department has developed an Excel based system to record indexing for documents that they scan and store electronically.

The District is interest in procuring an electronic document filing system for financial, procurement, contracts, engineering projects, workers compensation, payroll, bus maintenance records and miscellaneous records.

5. SCOPE OF SERVICES

The District estimates an annual storage volume of 50,000 pages. The District requests the Consultant to provide any System scaling requirements based upon other volumes. For example, if the initial System implemented supports a 50,000 page annual volume, at what increased volume should the District expect to incur additional costs in order for the System to successfully handle the increased volume.

Under the general direction of Marvin Miller, Business System Implementation Manager, the Consultant shall provide the following electronic records management system and necessary support and services:

A. Electronic Records Management System

(1) Required Features

- Capture e-mail documents by direct transfer from Outlook into the Records Management (RM) database.
- Capture Word, Excel, PDF electronic documents by direct transfer from the PC to the RM database.
- Direct integration with Office 2007 Suite (Outlook, Word, Excel, and PowerPoint) allowing the end user to interact directly with the RM database without leaving these products. This will need to include opening, saving, and querying the RM system from within the Office Suite without opening another application.
- Direct integration with Office 2010 or have a published plan when this integration will be available. The District will possibly upgrade to Office 2010 within the next three years.
- Able to capture drawings, schematics, and CAD files.
- Document size only limited to maximum size that a scanner can handle.
- Capability to retrieve an electronic copy of any document back into its original format and software provider.
- Capability to scan paper files, quality assure the receipt of the scanned paper files for completeness, index, and push directly into the RM database.
- Capability to add or update indexing information to documents before or after adding to RM database.
- Indexing configuration by type of document or by department with no limits to the number of fields and/or type of documents.
- Capability to search for documents using any combination of indexed fields along with wild card, multiple values, lists, and ranges.
- Optical character recognition software used to capture text information within paper documents when scanned.

- Capability to search all text within a document for a match with selection keywords.
- Capability to search all text within entire RM database for a match with selection keywords.
- Security restrictions at the document or folder level specifying user or department access to the documents.
- Automatic and manual document retention policies specifying when documents or folders can be purged from the database. The District's expectations are that each record stored in the ERM will have an "owner" who is responsible for determining when the record may be deleted. The District desires that the ERM will be able to handle front loading the deletion date as the document is entered into the ERM and will also support retaining records indefinitely until the owner of the record manually deletes it.
- Capability to provide document indexing and folder information as part of the paper scanning process thus allowing for documents to be batched for scanning.
- Support of desktop scanners dedicated to a single user.
- Support centralized high speed scanners for general use.
- Easily expandable to support additional functional departmental needs.
- Support desktop and web searching of documents in RM database.
- Web module must support document retention policies, version control, and all security policies.
- Complies with applicable State of California uniform statewide standards applicable to electronic records retention currently under revision. For more information, below is the link to the draft standards:

<http://www.sos.ca.gov/admin/regulations/proposed/tech/electronic-docs/docs/text-of-proposed-regulations.pdf>

- If a database is required, system must support either Microsoft SQL Server or Oracle.
- System must be operable in a VMWare and Citrix environment. The District is currently running VSphere 4, Windows Server 2008 with Citrix Xenapp 5 and Windows Server 2008 R2 with Xenapp 6. Data storage is on a Compellent SAN.
- The District will scan/enter documents from two physical locations, San Rafael and the Toll Plaza. These two locations are connected by a 20 megabit MPLS connection. The system must be able to operate in this environment with little or no impact to the District network. If the system must be two physical systems in order not to impact the District network, then the two systems must still be searchable from all District locations and an end-user search should show results from both systems without having to do 2 independent searches.

(2) Desired Features

- Support of a centralized scanning function and electronic workflow routing/distribution of documents to the proper department or person.
- Support of collaborative document preparation, including document sharing, version control.

B. Delivery and Installation

The Consultant shall deliver and install all software and hardware within six (6) months after the District's issuance of the Notice to Proceed.

C. Training

The Consultant shall conduct training utilizing a train-the-trainer approach to District staff. The training must be completed before the System Operations Approval test begins. The training shall be provided to District personnel who shall be responsible for administering the System. The training shall include complete knowledge transfer of system operations such that District personnel could operate and maintain, if necessary, the entire System without third party support, including installing the System for usage by other departments within the District. This shall include a comprehensive overview of the system software design. Training shall be provided to approximately twelve (12) individuals. All training must be conducted on-site at the District's locations. The Consultant must provide training material for each trainee and the material must be customized to the District's application. The Consultant must complete all training to the District's satisfaction.

D. Testing

The Consultant shall provide a plan for the initial testing of the System prior to implementation of the System at each District location. The District reserves the right to add additional items to the test plan.

When the System is implemented, there will be an additional System Operations Acceptance Test Period (SOATP) where the Consultant will continue to provide support for the System, identify and record defects found, and provide fixes for these defects in a timely manner. All serious and critical defects must be fixed before the completion of the SOATP.

The SOATP is initially the first ninety (90) days after implementation at both District locations. The SOATP can be extended by the District if there are any recurring or remaining serious or critical defects with the System.

Serious or critical defects are defined to be defects or issues which significantly impact the ability of the District to use the System efficiently to manage storage, indexing, and retrieval of documents.

Upon successful completion of the SOATP, and all other required deliverables, the District will issue Final Acceptance of the System, at which time the one-year warranty and maintenance and support period will commence.

E. Manuals and Documentation

The Consultant shall provide documentation for training as well as the normal operation and maintenance of the System. The documentation shall also be sufficient to enable the District to assume operations and maintenance of the System if necessary. The documentation shall include:

- Hardware maintenance manual - The hardware maintenance manual shall include all third-party maintenance manuals. The manual shall include the brand name, model number and quantity of each item specified. Periodic testing and maintenance requirements shall be specified.
- Software maintenance manual - This document shall include, at a minimum, file structures, message structures and protocol, third-party software manuals and a configuration and installation guide indicating step-by-step procedures for initializing replacement computers and reinstalling software from a backup copy. The manual shall include the brand name and version number of each third party software package utilized in the System.
- Database manual - This document shall include, at a minimum, a data dictionary that includes data maps, database scheme, database layout, data fields, description of the field, edit for the field, and table where field is located.
- User manuals – These documents shall provide instructions on how and when to use all features and functions of the System.

All documentation shall be supplied in hard copy as well as electronic format.

F. Project Milestones and Payment Schedule

The following milestones and project payment percentage shall apply.

Milestone	Payment %
Delivery and Installation	40%
Provision of Train-the-Trainer	10%
Successful Completion of Initial Testing and Delivery of Manuals and Documentation	20%
Successful Completion of SOATP and Any Other Remaining Deliverables – District Issues Final Acceptance	20%
One-Year Warranty/Maintenance and Support	10%

G. Final Acceptance

The District will issue its Final Acceptance following successful completion of the SOATP and the successful completion of all other required deliverables.

H. Warranty

The Consultant shall provide a minimum one-year warranty for all hardware components of the System, which shall begin upon Final Acceptance of the System. Subject to the paragraphs below, the precise terms of this warranty shall be as set forth in Consultant's proposal, as accepted by the District. The Consultant shall be fully responsible for all Maintenance and Support services, including software bugs and system design errors, during the warranty period.

In addition, the Consultant shall provide a one-year warranty on all software that shall begin upon Final Acceptance of the System. Subject to the paragraphs below, the precise terms of this warranty shall be as set forth in the Consultant's proposal, as accepted by the District.

Notwithstanding the above paragraph, the Consultant guarantees and warrants that all work shall (a) meet the requirements of the Contract Documents; (b) be free of defects in design, material and workmanship; (c) be fit for the purpose intended; (d) be new (at the time furnished, and subject to normal wear and tear); and (e) be free of all liens, encumbrances and other rights and interests of third parties. If corrective work is performed by the Consultant under this guarantee and warranty, the guarantee and warranty shall also apply to discrepancies and defects in the corrected work that are discovered after the corrected work is accepted within the warranty term.

These guarantee and warranty terms shall be extended for any period that work done or procured item(s) cannot be used for the purpose intended as a result of discrepancies or defects. This guarantee and warranty shall apply whether or not designs, data or information have been reviewed or approved by the District or the Project Manager, but shall not apply to normal wear and tear. The District shall, in its sole discretion, make all determinations as to wear and tear.

The District will notify the Consultant in writing, or by telephone or facsimile confirmed in writing, after discovery of a discrepancy or defect covered by this guarantee and warranty. As soon as practicable, and in any event within ten (10) days after telephone or facsimile notice, the Consultant shall propose a recommended method of correcting the discrepancy or defect which meets all requirements of the Contract and involves the least loss of operating time. The District, in its sole discretion, may select The Consultant's recommended method meeting such criteria or any other method of correcting the discrepancy or defect, and the Consultant shall correct the discrepancy or defect using the method

selected by the District. Provided that the Consultant has recommended a method of correcting the discrepancy or defect that complies with these Contract Documents, the District will reimburse the Consultant for any difference in cost to the Consultant (as determined by the District in its reasonable judgment) between the selected method and the proposed method.

In circumstances in which the District determines that it would be inefficient or impractical for the Consultant to perform the corrective work, or in which the District determines that the Consultant is not or might not perform the corrective work in the manner or within the time required by this Section, or by the time constraints of the situation, the District reserves the right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. Such corrective work by the District or another firm or entity shall be at Consultant's expense, provided that Consultant is kept informed as to the details and costs of any such corrective work. Any other party performing such corrective work shall warrant the corrective work performed to the Consultant under the terms of this Section; the Consultant's warranties to the District shall remain in full force and effect. Unless otherwise required by the District, the Consultant shall perform the corrective work required to satisfy this guarantee and warranty as rapidly as practicable.

6. **PROPOSAL CONTENT**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. The Consultant is expected to provide services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered in assessing the Proposer's capability.

- A. **Cover Letter** - The signed cover letter should be on company letterhead clearly stating the name of the Proposer's firm, business address, telephone and facsimile numbers, and e-mail address. The following information should be provided:
- Introduce the firm and summarize its qualifications.
 - Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
 - A statement that binds the Consultant to the proposed scope of services and cost proposal for **one hundred and twenty (120) calendar days**.
 - Confirm acceptance of the Sample Agreement. See Subsection 9.B.
 - Indicate whether there are any conflicts of interest that would limit the Consultant's ability to provide the requested services. See Section 11.
 - Provide any required disclosures pursuant to the Levine Act. See Section 12.

- B. Scope of Services** - A demonstration of the Consultant's understanding of the proposed Scope of Services is required as part of the Proposal. The response should outline how your firm plans to accomplish the required services, any information or assistance that it expects from the District to complete the requested work, and other services or specialties that may distinguish the abilities of your firm.
- C. Consultant's Qualifications and Experience** - The following information should be included in the Proposal:
- (1) A brief description of the Consultant's qualifications for this Scope of Services and previous experience on similar or related work performed for local governmental agencies, including transportation agencies, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Consultant's effort (i.e., cost and period of time).
 - (2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the scope of services. For each of these individuals, please submit:
 - (a) A description of their qualifications and background, and number of years of experience in providing electronic records management system;
 - (b) A list of references, including a brief description of the nature of the work performed by the individual; and
 - (c) Their experience with public agency clients and transportation agencies, if any.
 - (3) Provide contact information for three references for which the Consultant has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed.
- D. State the Size, Structure, and Location(s) of Firm** - Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.
- E. System Information** - Proposers shall provide information/data on the features of the System, including the required features, as well as desired features (if

available), listed in Section 5.A., Electronic Records Management System, of this RFP. Proposers shall also answer the following questions:

1. Does the proposed System support scanning from the following list of scanning devices:

Epson Perfection Model V500 Photo
Canon IR5075
Canon M4570
Canon IR 4080
Canon IR 3045
Epson Expression 10000XL
HP LaserJet M4345 MFP
Canon Imagerunner 50001
Xerox Workcenter 7665
Xerox 4595

2. If so, are there any additional costs, such as attachments, accessories, or other items, which the District must purchase before the proposed System can support these scanners? Please separately identify all additional costs within the Cost Proposal described below in Section M.

F. Itemized Hardware and Software List - Please include with your Proposal a complete itemized list of all hardware and software that make up the System. Include all additional attachments, accessories, other items, and additional software components necessary for the proposed System to support existing District scanners.

G. Licenses and Agreements – Please provide copies of applicable software licenses and maintenance and support agreements.

H. Warranty and Maintenance and Support Services - Please provide detailed information regarding warranties provided for all software and hardware components. Specify whether the warranty is a pass through of a manufacturer's warranty or is consultant provided. The District expects all warranties to be for a period of at least one year.

Please provide detailed information on the maintenance and support services, for both hardware and software, that will be provided during the one-year warranty period. Please also describe the maintenance and support services you can provide once the one-year warranty period has expired. Please also describe the relationship in time and coverage between your maintenance and support services and any software or hardware warranty provided with the System.

- I. Time and Material Rates for Additional Work** - During the term of the Agreement, software and System changes may be required to conform with new policies and improved functionality. The District may negotiate a fixed price for change order(s) or may elect to utilize a time and materials agreement. Please provide hourly rates for each job/staff category used on this Project. The hourly rate quoted shall be fixed for the first year and may be revised according to the Consumer Price Index (CPI-W for Selected Areas, West Urban Adjustment) published by the Department of Labor and statistics, with November 2010 as the baseline.
- J. DBE Participation** - Consultants are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal. Please indicate whether firm is a certified DBE and include a copy of the firm's DBE certification with the proposal. If any subcontractors/subconsultants/suppliers will be used, please identify which of the subcontractors/subconsultants/suppliers are DBEs and provide copies of their DBE certifications. For DBE questions or assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.
- K. Financial Stability** - Provide your latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the District to reasonably formulate a determination about the financial stability and strength of your company. Describe any administrative proceedings, claims, lawsuits, settlements, or other exposures pending against your company.
- L. Acknowledgement of Addenda (Attachment D), if applicable**
- M. Certificate of Insurance** - Provide a completed sample Certificate of Insurance (Attachment B) evidencing the coverage types and the minimum limits required as described in Section 12 of the Professional Services Agreement (Attachment C). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.
- N. Cost Proposal** – A cost proposal based upon a fixed all-inclusive price for all costs associated with the electronic records management system must be submitted on the *Cost Proposal Form*, attached herewith as Attachment A. Included in the price shall be all labor, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and other direct costs, including the cost of obtaining insurance, etc. as required in the Agreement.

Please break down this all inclusive price to describe separately the costs for software, software licenses, hardware, delivery, installation, training, documentations, warranty, and maintenance and support. Separately identify all costs which are required before the proposed System supports existing District

scanners identified in Section E, System Information, above. Separately identify all costs associated with the purchase of scanners needed to support the System.

A cost proposal must also be submitted for four years of optional maintenance and support services, which will commence upon expiration of the warranty period. Refer to page 2 of the *Cost Proposal Form*.

7. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred and twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the Secretary of the District. A telephone or email request is not acceptable.

8. SELECTION CRITERIA

The District intends to award a Contract to the firm that submits the proposal that provides the “best value” to the District. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the Proposals:

A. Proposed System and Approach 0 - 35 points

The District will evaluate Proposer’s proposed System, degree to which the proposed System exceeds capability of other systems, approach, robustness, intuitiveness, ease of use, System functionality and features, System performance (capacity/speed) and expandability, and degree to which the District can further implement the proposed System within other District departments without the aid of the consultant. System must comply with applicable laws, regulations, and standards.

B. Qualifications and Experience of Firm 0 – 20 points

The District will evaluate the experience level of the Consultant, the availability of resources and time for this project, and at its discretion, interview client references.

C. Qualifications and Experience of Team 0 - 20 points

The District will evaluate the qualifications and relevant experience of the team and/or individuals, including demonstrated prior experience in similar or related projects.

D. Cost Proposal

0 - 25 points

This portion of the proposal will be evaluated based on the fixed all-inclusive price as submitted by the Proposer on Attachment A, *Cost Proposal Form*. A Proposer's failure to submit a completed Cost Proposal may result in the District's determination that the proposal is non-responsive.

For purposes of evaluation of the Cost Proposal, the optional maintenance and support services will be considered along with the cost of providing the System.

The District may reject any Proposal in which the technical approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and scoring of the written Proposals, an Evaluation Committee shall review and score the written Proposals using the Selection Criteria described above. Those companies determined to be in the competitive range *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview, including a demonstration of the proposed System.
- B. Submission of any additional information as requested by the District.

Upon completion of the final selection process, the District will rank each firm in the competitive range in accordance with the Selection Criteria above. The District may accept the highest-ranked Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers offers the best

value to the District's interest, and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

9. CONTRACT AWARD

A. Recommendation for Contract Award

The Evaluation Committee shall make a recommendation to the District Board of Directors. If an award of Contract is made, the District Board of Directors reserves the right to award the Contract to the Proposer that it deems offers the best value, taking into consideration the overall combination of qualifications, price and technical approach.

B. Form of Professional Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment C. If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of agreement without modification. Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within fifteen (15) calendar days after receiving it for execution.

If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Directors, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Directors. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. Manner of Execution of Contract

If the Consultant is an individual, the Contract shall be executed by the individual personally. If the Consultant is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them. If the Consultant is a corporation, it must be executed by two (2) officers of the corporation, or by a person authorized by the corporation to execute written Contracts on its behalf, with the corporate seal affixed to the Contract. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than an officer or by only one (1) officer, there must be attached to the Contract a

certified copy of a resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the Consultant is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other authorized individuals.

E. Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- (1) Contract Amendments
- (2) Professional Services Agreement
- (3) Addenda (if any) to Request for Proposals
- (4) Request for Proposals
- (5) Consultant's Proposal, as accepted by the District

Notwithstanding the above order of precedence, in the event of a conflict among any of the listed documents, the more stringent provision shall apply. The determination of stringency shall be at the District's sole discretion.

10. PROTEST PROCEDURES

The District maintains written procedures that must be followed for all Proposal protests. The following procedures must be followed for all Proposal protests. Protests based upon the content of the RFP shall be filed in writing with the Secretary of the District within ten calendar days after the RFP is first advertised. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the District prior to the opening of Proposals. The District shall issue a written decision on the protest prior to the opening of Proposals. A protest may be renewed by refileing the protest within fifteen calendar days after the mailing of the notice of the recommended award.

Any proposer may protest the recommended award on any ground not based upon the content of the RFP by filing a protest with the Secretary of the District within fifteen calendar days after the mailing of the notice of the recommended award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the contract.

Copies of the complete Proposal Protest Procedures are available at the Office of the Secretary of the District, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, California.

Failure to comply with any of the requirements set forth in District's written Proposal Protest Procedures may result in rejection of the protest.

11. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

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

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

See Sample Agreement for additional conflict of interest provisions that will be in effect during the contract term.

12. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a Contract with the District to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before the District or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a District Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your Proposal.**

13. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication 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 shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

14. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and the District's General Manager, Board

Member, officer or employee, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

15. WAIVER

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Contract Documents; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

16. DIVERSITY PROGRAM FOR CONTRACTS

The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for Contracts in accordance with Federal Regulation 49 CFR Part 26, issued by the U.S. Department of Transportation (U.S. DOT).

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside the DBE Program. In connection with the performance of this contract, the Consultant will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require that the Consultant provide additional DBE information.

Pursuant to 49 CFR §26.13 and as a material term of any agreement with the District, the Consultant hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subconsultants in the performance of this Contract:

The Consultant shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the

Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Consultant shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.

By submitting a proposal, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

For DBE questions or assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

ATTACHMENTS:

- Attachment A: Cost Proposal Form
- Attachment B: Sample Certificate of Insurance
- Attachment C: Sample Professional Services Agreement
- Attachment D: Acknowledgment of Addenda

ATTACHMENT A
COST PROPOSAL FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**RFP NO. 2011-D-1
ELECTRONIC RECORDS MANAGEMENT SYSTEM**

COST PROPOSAL FORM

TO: GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
SAN FRANCISCO, CALIFORNIA

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof, and binds itself on award by the Golden Gate Bridge, Highway and Transportation District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, TAXES, PROFIT, ADMINISTRATIVE, OVERHEAD, INSURANCE, AND SUBCONSULTANT COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

**RFP NO. 2011-D-1
ELECTRONIC RECORDS MANAGEMENT SYSTEM**

a. Software	\$
b. Software Licenses	\$
c. Hardware	\$
d. Additional attachments, accessories, other items required in order to utilize and support existing District scanners	\$
e. New scanners required by the proposed System	\$
f. Documentations	\$
g. Tax (9.5%)	\$
h. One-Year Warranty for all Hardware Components	\$
i. One-Year Maintenance and Support Services (including applicable tax, if any)	\$
j. Delivery	\$
k. Installation	\$
l. Training	\$
TOTAL PROPOSAL PRICE (Add lines a through l)	\$

OPTIONAL MAINTENANCE AND SUPPORT SERVICES	
2nd Year Maintenance and Support Services (including applicable tax, if any)	\$
3rd Year Maintenance and Support Services (including applicable tax, if any)	\$
4th Year Maintenance and Support Services (including applicable tax, if any)	\$
5th Year Maintenance and Support Services (including applicable tax, if any)	\$

The Cost Proposal Form must be signed on the next page (page CPF 3). Proposals submitted in any other form will be considered non-responsive and may be rejected.

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

MANDATORY SIGNATURE(S)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract Proposal with full authority to do so.

IF CORPORATION, two corporate officers sign here*: The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State _____

**If the Consultant is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items 6 A-N of the Request for Proposal Documents must accompany the Cost Proposal for a Proposal to be deemed responsive.

ATTACHMENT B
SAMPLE CERTIFICATE OF INSURANCE

Sample Certificate of Insurance

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER	
PRODUCER <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">- S A M P L E -</div>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
INSURED NAMED INSURED AND ADDRESS			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
			COMPANY C			
COMPANY D						
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTH-ER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS THE GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS OR ASSIGNEES ARE ADDITIONAL INSUREDS ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.						
CERTIFICATE HOLDER Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601				CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.		
				BY: CATEGORY ____		
					VALID AS OF: _____	

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2011-D-1,
ELECTRONIC RECORDS MANAGEMENT SYSTEM

THIS AGREEMENT is made as of the _____ day of _____, 2011, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with electronic records management system relative to Request for Proposals (RFP) No. 2011-D-1, *Electronic Records Management System*; and

WHEREAS, the District has issued an RFP dated _____, 2010, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2011, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. SCHEDULE AND TIME OF COMPLETION

The Consultant shall commence work upon the District's issuance of a written notice to proceed and, unless the Agreement is terminated sooner pursuant to Section 20, shall perform all services within the deadlines set forth in Exhibit A unless otherwise mutually agreed upon by the District and the Consultant.

4. LIQUIDATED DAMAGES

It is agreed by the parties to the Agreement that time is of the essence, and in the event of delay in completion of the work beyond the completion date, or beyond authorized extensions thereof, damage will be sustained by the District and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay, and it is, therefore, agreed that the District shall be paid as liquidated damages in the amount of Five Hundred Dollars (\$500) for each and every calendar day that completion of the *Electronic Records Management System* project is beyond the Final Acceptance completion date set forth in the Project Schedule. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the Consultant, an extension of time without liquidated damages liability shall be granted by the District upon a proper showing and finding by the District that the extension is justified.

5. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who may possess similar qualifications and experience for this position.

6. COMPENSATION

The Consultant agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant. The hourly rate by personnel category shall be as set forth in Exhibit B. The District will pay the Consultant in accordance with Section 14.

7. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's _____ and the Consultant's _____.

All other notices and communications regarding interpretation of the terms of this agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Golden Gate Bridge, Highway and Transportation District
Administration Building
Golden Gate Bridge Toll Plaza
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601
Attention: _____

If to the Consultant: _____

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant 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.

9. CONFIDENTIALITY

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and

agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

10. USE OF SUBCONTRACTORS

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written agreement with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

11. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 6 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

12. RESPONSIBILITY; INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

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

The Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the District or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

A. Types of Insurance

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as

set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

B. General Insurance Requirements

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum “Best’s” rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers’ Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

C. Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District’s property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days’ notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.

- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

14. MANNER OF PAYMENT

Payments shall be made to the Consultant based on a deliverables-based payment plan. The District shall endeavor to make such payments within 30 days of receipt of an approved invoice following the District's acceptance of milestones according to the plan. Each invoice shall reference the contract number, specify the completed deliverable(s), state the District Project Manager's name, and state the amount of payment requested. The District reserves the right to withhold payment to the Consultant if the District determines that the quantity or quality of the work performed is unacceptable. The District shall provide written notice to the Consultant within 10 business days of the District's decision not to pay and the reasons for non-payment.

15. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Consultant, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

16. ASSIGNMENT

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

17. DISTRICT WARRANTIES

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

19. DISPUTE RESOLUTION

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

20. TERMINATION

The District shall have the right to terminate this Agreement at any time by cause or by convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 6 and 14 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

21. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subconsultants shall permit the District, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

22. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

23. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The Consultant shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Consultant shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the District deems appropriate.

24. CONFLICT OF INTEREST

The Consultant 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 §§ 1090 *et seq.* or §§ 87100 *et seq.* during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a Consultant of the District is subject to the same conflict of interest prohibitions that govern District employees and officials (Cal. Govt. Code Section 1090 *et seq.* and Cal. Govt. Code Section 87100 *et seq.* as well

as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, Consultant and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by the District.

No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other 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 the District; 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.

The Consultant shall not engage the services of any subcontractor or independent Consultant on any work related to this Agreement if the subcontractor or independent Consultant, or any employee of the subcontractor or independent Consultant, 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, the Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Consultant immediately shall provide the District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the District becomes aware of an organizational conflict of interest in connection with the Consultant's performance of the work hereunder, the District shall similarly notify the Consultant. In the event a conflict is presented, whether disclosed by the Consultant or discovered by the District, the District will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. The District's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the Consultant must maintain lists of its employees, and the subcontractors and independent Consultant used and their employees. The Consultant must provide this information to the District upon request. However,

submittal of such lists does not relieve the Consultant of its obligation to assure that no organizational conflicts of interest exist. The Consultant shall retain this record for five (5) years after the District makes final payment under this Agreement. Such lists may be published as part of future District solicitations.

The Consultant shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The Consultant shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

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

25. PUBLICITY

The Consultant, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

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, in addition to all court costs, reasonable legal fees.

27. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

28. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

29. NO THIRD PARTY BENEFICIARIES

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

30. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

31. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

32. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. 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 parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**FOR THE GOLDEN GATE BRIDGE,
HIGHWAY AND TRANSPORTATION
DISTRICT:**

FOR THE CONSULTANT*:

By: _____

By: _____

Title: President, Board of Directors

Title: _____

ATTEST:

By: _____

By: _____

Janet S. Tarantino

Title: Secretary of the District

Title: _____

APPROVED AS TO FORM:

By: _____

Attorney for the District

** If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2011-D-1
ELECTRONIC RECORDS MANAGEMENT SYSTEM

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____