

# Request for Proposals



**GOLDEN GATE BRIDGE**  
HIGHWAY & TRANSPORTATION DISTRICT

RFP No. 2012-D-1

for

*CUSTOMER COMMUNICATION SERVICES PLATFORM  
UTILIZING INTERACTIVE VOICE TECHNOLOGY*

**TABLE OF CONTENTS**

***RFP NO. 2012-D-1  
CUSTOMER COMMUNICATION SERVICES PLATFORM  
UTILIZING INTERACTIVE VOICE TECHNOLOGY***

<b><u>ITEM</u></b>	<b><u>PAGES</u></b>
1. Notice Inviting Proposals.....	N 1
2. RFP for Customer Communication Services Platform Utilizing Interactive Voice Technology .....	RFP 1-24
3. Attachment A: Cost Proposal Form.....	CPF 1-2
4. Attachment B: Sample Certificate of Insurance .....	CI 1
5. Attachment C: Sample Professional Services Agreement .....	SA 1-14
6. Attachment D: Acknowledgment of Addenda .....	AA 1



## 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, on **Tuesday, July 12, 2011, by 4:00 p.m., Pacific Standard Time**, for the following:

### REQUEST FOR PROPOSALS (RFP) NO. 2012-D-1, CUSTOMER COMMUNICATION SERVICES PLATFORM UTILIZING INTERACTIVE VOICE TECHNOLOGY

The District seeks proposals from qualified firms to provide a customer communication services platform utilizing interactive voice technology, interface components, and associated services, to augment the existing functions of its Customer Services Call Center. This platform will intercept calls placed to the existing Customer Services Call Center and provide certain automated information services to customers on a 24/7/365 schedule. It will also preserve access to Customer Service agents during that department's regularly scheduled operating hours.

A Pre-Proposal Conference will be held in the Conference Room at the Golden Gate Transit Administration Offices, District Division Administration Building, 1011 Andersen Drive, San Rafael, CA on **Monday, June 27, 2011, at 2:00 p.m., Pacific Standard Time**. Firms may participate by telephone upon request at least three days in advance of the Pre-Proposal Conference.

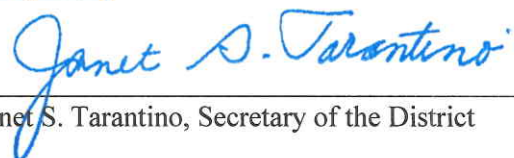
The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. Proposers are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation 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, July 5, 2011, by 4:30 p.m., Pacific Standard Time**.

Proposals will be evaluated 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 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 2012-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 RFP 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, please contact the Office of the Secretary of the District, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, by telephone at (415) 923-2223, by facsimile at (415) 923-2013, or by e-mail at [districtsecretary@goldengate.org](mailto:districtsecretary@goldengate.org).

  
Janet S. Tarantino, Secretary of the District

Dated at San Francisco, this 22<sup>nd</sup> day of June 2011.

**GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT**

**REQUEST FOR PROPOSALS**

**FOR**

***CUSTOMER COMMUNICATION SERVICES PLATFORM  
UTILIZING INTERACTIVE VOICE TECHNOLOGY***

**RFP NO. 2012-D-1**

**1. PROPOSAL REQUEST**

The Golden Gate Bridge, Highway and Transportation District (District) is requesting Proposals from qualified firms to provide a customer communication services platform utilizing interactive voice technology, interface components, and associated services, to augment the existing functions of its Customer Services Call Center. This platform will intercept calls placed to the existing Customer Services Call Center and provide certain automated information services to Customers on a 24/7/365 schedule. It will also preserve access to Customer Service agents during that department's regularly scheduled operating hours.

It is the District's intention to award a contract for a three (3)-year contract term with two (2) additional one (1)-year option terms to extend the contract for execution at the District's sole discretion.

**2. PROPOSAL TIME LINE**

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

Tuesday, June 21, 2011	RFP issued to public
Monday, June 27, 2011	Pre-Proposal Conference at 2:00 p.m., Pacific Standard Time
Tuesday, July 5, 2011	Requests for clarification due by 4:30 p.m., Pacific Standard Time
Thursday, July 7, 2011	Response to requests for clarification
Tuesday, July 12, 2011	Proposals due by 4:00 p.m., Pacific Standard Time
Week of July 25, 2011 (tentative)	Proposer interviews, if held

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

### 3. **SUBMITTAL OF PROPOSALS**

#### A. **Pre-Proposal Conference**

There shall be a Pre-Proposal Conference prior to the Proposal submission deadline. District staff will be available to answer general questions pertaining to the Request for Proposals (RFP) and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to the District in writing as described in Section B below. The Pre-Proposal Conference will be held on **Monday, June 27, 2011, at 2:00 p.m., Pacific Standard Time**, in the Conference Room at the Golden Gate Transit Administration Offices, District Division Administration Building, 1011 Andersen Drive, San Rafael, CA. Firms may participate by telephone upon request at least three days in advance of the Pre-Proposal Conference.

#### B. **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 by **Tuesday, July 5, 2011, at 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 **Thursday, July 7, 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.

#### C. **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. 2012-D-1, CUSTOMER COMMUNICATION SERVICES PLATFORM UTILIZING INTERACTIVE VOICE TECHNOLOGY,**" 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, July 12, 2011, by 4:00 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 **July 25, 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.

**D. 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 204 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.

#### **5. SCOPE OF SERVICES**

##### **A. Technical Services**

The District wishes to procure an automated multi-channel Customer Communication Services Platform (CCSP) utilizing Interactive Voice Recognition (IVR) technology to augment the operations of its existing Customer Service Call Center.

(1) **Communication Channels Support**

The CCSP design submitted by proposer shall minimally include the capability to respond to incoming communications via voice, touch-tone keypad (DTMF) and SMS messaging and deliver outgoing communications via automated voice, email, and SMS. Proposer shall utilize proven Text-To-Speech (TTS), Automatic Speech Recognition (ASR), and Computer Telephony Integration (CTI) protocols to provide communications over these channels.

(2) **Deliver Prompt and Efficient Caller Information**

The Service shall be user-friendly to allow callers to receive information and to interact with human-quality voice messaging. The Service must allow callers to access accurate information quickly and easily. The Service should allow callers to communicate through both speech and

touch-tone (DTMF) input. The Service should allow callers to identify stop locations by intersections or by landmarks. The Service shall allow callers to access smart card information by entering basic related data.

(3) Language Support

All functionality provided by the CCSP will be provided in both English and Spanish and operate with equal accuracy regardless of the language chosen. Services will be supplied in English as a default and the customer will be able to choose Spanish as an option.

(4) “Software as a Service” (SaaS)

Proposers will note that this procurement requires a “Software as a Service” (SaaS) design in which the defined services will be “hosted” by Proposer at a site maintained by them and inter-connected with the District and users of the service by high speed communications lines as appropriate to the design being proposed. Proposer shall define in detail the specifications of their CCSP including aspects such as bandwidth, processing power, response times, backup and failover capabilities.

(5) CCSP Interfaces

The District participates in the San Francisco Bay Area’s Regional 511 system which routes calls to all regional transit agencies, including the District, through trunk lines connected to the IVR system operated by the Metropolitan Transportation Commission (MTC). In addition to 511, the Call Center is also connected to three legacy numbers: (415) 455-2000, (415) 923-2000, and (707) 541-2000.

Proposers shall specify the interface(s) required to:

- route the District’s calls from MTC’s 511 system to the CCSP,
- route calls from the CCSP to the Customer Service Call Center, and
- provide a directed re-routing of calls from the CCSP back to the MTC’s 511 system.

Proposer’s shall specify the design of all interface components required to achieve functional integration with the District’s existing technical infrastructure so as to support the branching of Customer Calls from the CCSP to the Customer Service Queue at the District’s Call Center.

The telephone services of the District’s Call Center are provided by an Avaya CS1000 switch (Option 51) with CC7 Call Center (Symposium).

Further details can be provided at the specific request of the Proposer. Please see Section 3. B. above, *Requests for Modifications or Clarifications of the Proposal Specifications*, for information on submitting written requests for clarifications.

All costs of supplying these interface components shall be included in the proposed design and pricing of the proposal.

(6) System Capacity and Availability

Initial proposed CCSP design shall support a minimum call volume of 25,000 calls per month. Proposer will detail their capabilities to adjust the level of services dedicated to the CCSP and specify in detail any costs associated with an expansion of that capacity. The District's Call Center currently responds to approximately 10,000 – 15,000 calls per month seeking route, location and fare information via person-to-person contact.

The CCSP will maintain availability 24/7/365. Proposer will specify their "Up-time" performance guarantee and means of documenting.

(7) Schedule Data Interface

The District uses HASTUS software version 2009 to prepare and maintain Scheduling information for its fixed route service. Service information including routes serving particular stops and passing times of individual routes at individual stop locations can be provided statically via a Google Transit Data Feed or dynamically through Web Services. Proposers shall define the requirements for this CTI interface. (Note: Other scheduled data feeds, besides GTFS can be configured to provide data not included by the GTFS standard. Proposers should specify in their response the required structure for the Scheduling Data Interface.

Service will be operational 24/7/365 with a service desk available to remedy problems and to notify District in the event of service disruptions.

(8) CCSP Functionality

The CCSP will minimally provide the following functionality:

- a. System shall support the delivery of general information and service announcements accessible through a menu provided to callers via TTS. This functionality will be configurable by the District.
- b. Scheduled arrival times shall be provided for user-specified stop locations located by intersection, landmark or stop number. If the stop is served by only one route, the system will provide next 3 scheduled arrival times. If the stop is served by multiple routes,

- the system shall provide a list of the routes/destinations and prompt the caller to choose.
- c. Callers shall be able to request scheduled arrival data for future dates and times.
  - d. Scheduled arrival requests shall be accessible through Short Message Service (SMS) via cell phone by utilizing coded short cuts in both stop only and stop/route specific formats to access the information. Requested times will be returned by SMS.
  - e. Callers shall be able to interrupt automated service at any time and transfer to the Call Center lines for personal service.
  - f. Special messages shall be supported by user configuration in multiple menu tree locations. Messages shall be able to be created in advance and activated / deactivated by calendar date and time.
  - g. System shall include the capability of linking to designated voice mail boxes in order that customer's can leave voice mails for retrieval and response by the Customer Service Center.
  - h. System shall utilize Caller ID to track the individual use of the system and shall provide user the means of recording service requests for recurring usage at users option.
  - i. System shall provide the option of conducting user surveys and recording responses.
  - j. System should be able to send messages to District personnel regarding customer requests and messages utilizing email notifications.
  - k. System should have optional flexibility to send SMS messages to customers, at their request, of up to three of the next scheduled trips at their specified location.
  - l. System could be expanded to include routing services for administration phone lines.

**B. Project and Implementation Services**

In response to this RFP, proposer shall specify an individual to act as the Project Manager for implementation of the service and to provide a single point of contact for all communication with the District. Proposer will also provide a preliminary project plan in MS Project format which represents their best estimate of the time required completing this project relative to their past experience and the requirements contained herein. In addition to a timeline, the Project Plan will

outline the project's milestones and identify the expected tasks and responsibilities of Contractor and District respectively and specify the location of proposed activities whether at Proposers or District locations.

Contractor's Project Manager shall provide weekly status updates with the project team to ensure the entire scope of the project is delivered on-time and within budget. Status updates may be provided by teleconference.

(1) Service Design

Utilizing the requirements of this Scope of Services, Contractor shall develop an initial call flow design. Contractor shall provide an on-site design team for a minimum of three working days to meet with District's designated Telecommunications, Marketing, and Call Center staff to develop the initial call flow design. Once the initial call flow design is complete, a Design Review shall be conducted with key District Staff and the Contractor to review and approve the initial call flow design. This process will continue until a Final Design has been achieved. Once approved, this design shall become the foundation for the Service implementation which will commence when the District's Project Manager provides written acceptance of the final design.

(2) Design Narrative

Callers wishing to contact the District's call center can do so via five numbers 511, (415) 457-3110, (415) 455-2000, (415) 923-2000, and (707) 541-2000. The last three of these numbers, however, are legacy numbers and are no longer published. Most callers access the Call Center via MTC's 511 system which branches calls, at user's request, to (415) 455-2000. Contractor will use this number to branch to the CCSP at its hosted facility. The CCSP will communicate via 2 PRI circuits at the District's primary location in San Rafael California and from which connections to the Call Center will be routed via IP through our Avaya (formerly Nortel) CS1000 (option 51) switch to our Avaya CC7 Call Center Express system.

During the Call Center's regular business hours, callers will be connected to a Text to Speech (TTS) menu system directing them to different options of the CCSP. District shall, through the call-flow design mentioned above, dictate the content and flow of these prompts and the order in which they are presented to the caller. Callers selecting live support will automatically be switched to District's customer service representatives. Callers requesting automated schedule information shall be sent to appropriate prompts to form their query to the CTI data retrieval system for delivery via TTS.

The CCSP shall support multiple modes by which users can trigger a transfer from the CCSP to a live agent.

Calls requesting personal service during non-business hours shall receive a message stating that the customer service area is closed. These callers will then be given the option of accessing automated information, checking service hours, or releasing the call. The District shall dictate the structure of the CCSP through the call flow design.

The CCSP shall support the inclusion of messages at any point in the call structure to deliver Service, or emergency notifications such as the unscheduled closure of the Customer Service Center as appropriate. All other automated functions shall remain unchanged and available. In addition to targeted messages general or “floodgate” messaging should be supported by which messages can be placed for presentation to all callers.

**C. Testing**

The Contractor shall test all aspects of the Service prior to acceptance by District. The Contractor shall work with District to develop adequate test procedures and provide a testing plan to the District’s Project Manager for approval at least 14 (fourteen) days prior to any test. Contractor will provide testing materials to District’s selected staff.

(1) Test and Development Environment

The Service shall have a test and development environment where the District staff can try new call flows or make changes and test functionality prior to moving those changes into production.

(2) Test Plan

The Service must be tested prior to placement into production. Contractor shall submit a test plan outlining the tests to be performed to the District Project Manager for approval. Tests shall be developed by the Contractor that assess the Service's capability to meet each of the requirements in this document. Extensive testing shall be conducted by the Contractor on interfaces with District’s HASTUS and Avaya systems. District staff shall witness and approve the Service testing.

(3) Test Approval

Upon the successful approved testing set forth above, District’s Project Manager will give written approval to move to the beta test phase. The Contractor shall provide a local 415 area code test number to be used at District’s discretion during the beta testing phase. At a minimum, this number shall be provided to District’s selected test users and shall simulate all aspects of the production Service. The (415) 455-2000 will retain its current functionality during the beta test period.

The beta test shall consist of the new Service being deployed in District’s Call Center infrastructure for a week. During that week, the service shall be evaluated

as to its fitness for production. District's Project Manager shall evaluate the results of the tests including uptime, known bugs, and caller feedback and decide what, if any, changes need to be made. If no changes are required or known bugs uncovered during this period, the Service shall be placed into production by formal signoff from the District's Project Manager. If changes are made, then the beta test shall be re-scheduled and re-run for another one week period until a production level service is obtained. Contractor shall work with the District's telecommunications technical staff to follow District's change management process for placement of the Service into production. This placement shall include forwarding of the (415) 455-2000 number to a trunking environment supplied by the Contractor. If the Contractor requires ownership of the (415) 455-2000 number for this environment, an agreement specifically entitling District to reacquire the (415) 455-2000 number at the conclusion of the agreement shall be supplied and agreed upon.

Prior to production cutover, Contractor shall provide an overview to District management and staff at a location of District's choosing. The overview shall provide a visual presentation of the Service's features and include live calls into the Service. The overview shall be targeted to highlight the functionalities of the Service as they specifically relate to District's passenger base.

**D. Integration and Implementation**

Contractor shall integrate the tested Service with existing call center environment utilizing proper call handling to ensure the seamless transition of calls to/from the Service. Contractor shall oversee the implementation to ensure no downtime to the Call Center or inconvenience to the District's customers. Any changes must be made during non-production hours at District's sole discretion. Contractor shall work closely with District's Project Manager to develop an appropriate installation plan that will minimize inconvenience to District's callers. The installation plan shall be detailed including tasks, task owners, expected duration, task sequence, etc. There shall be a back-out plan for all implementations to restore the call center to the previous state. Under no circumstances shall any items be moved to production prior to successful testing.

**E. Service Final Acceptance**

After beta testing and cutover into production, final acceptance will occur once the production service is complete, the system has successfully passed all tests subject to District approval, and all training has been completed. The District may receive the benefit of the system prior to final acceptance.

**F. Final Design and Configuration Documents**

(1) Final Design Documents

Contractor shall supply copies of the final design electronically in either a Microsoft-based document or PDF format.

(2) Training Manuals

Contractor shall supply two hard copies of any and all training manuals. In addition to the two hard copies, the manuals shall be provided electronically in either a Microsoft-based document or PDF format. District shall have the right to print unlimited copies of the manuals for internal future training and support of the service.

**G. Management and Support Services**

(1) Administration & Configuration

The Service shall provide a suitable graphical user interface via web portal (GUI) through which complete administration and configuration of the CCSP can be achieved. Proposer shall provide an address at which this interface and its functionality can be viewed.

a. User Access Model

User access shall be controlled by password and levels of access further defined by role or group designations whose rights can be granted by Administrator to appropriate individual user accounts. Proposer should describe the user access model utilized by Service in detail, including the levels (granularity) of control which can be exercised over the systems various functions such as, call flow configuration, message placement, prompt or message text entry, report configuration, user access configuration, etc.

b. Macro Values

System shall support a directory of “macro” or substitution values by which common variables can have values assigned for use in multiple parts of the communications tree but be maintained centrally. When the Text to speech interprets these variables it will substitute and deliver the assigned value of the variable rather than the variable name. Examples of such variables are given in the table below.

<u>Macro</u>	<u>Value</u>
CCWkdayOpen	7:00 am
CCWkdayClose	7:00 pm
SeniorFare	\$3.00
YouthFare	\$1.50
AdultFare	\$6.00

c. Multiple Service Instances

The CCSP shall support multiple simultaneous instances for testing and configuration. At a minimum, one instance will be in production at all times and two stand-by instances shall be available for testing and configuration.

Once an instance has been thoroughly tested and is ready for production, Service shall provide a mechanism to substitute a replacement instance in production.

Instances shall be easily named and identified and shall be accessible for testing from the “callers” perspective whether by provision of a test access number or through association in the web portal design.

(2) Reporting

Standard and ad hoc reports are essential to the caller information function. The Service shall have the capability of logging details about the incoming calls in order to provide reporting to the Call Center staff. The reports shall be user friendly. Data shall be available for a period of two (2) years.

General requirements for reporting include:

- a. A user friendly tool for use by managers and non-management staff.
- b. Ability to produce reports as needed.

- c. Reports must consolidate information from all aspects of the Service.
- d. Contractor must include the following reports:
  - Standard reports provided by Contractor
  - Daily call count (total calls/day by quarter hour, 1 hour, daily and monthly intervals)
  - Trunk utilization (number of trunks busy by quarter hour, 1 hour, daily and monthly intervals)
- e. Contractor shall provide at a minimum the following pre-developed range reports:
  - Quarter hour
  - Hourly
  - Daily
  - Monthly
  - Range of Days
  - Annual
- f. Contractor shall provide at a minimum the following usage reports:
  - Number of incoming calls
  - Number of calls that transfer to a live agent
  - Number of requests by each individual route
  - Number of requests for smart cards
  - Call volume by time of day in quarter hour, 1 hour, daily and monthly intervals
  - Average call duration
  - Abandoned Call Rate
  - Agent Performance
  - Average Call Length
  - Application delay before answer
  - Application performance
- g. Service shall be capable of custom reports through District's existing Crystal Reports. Training shall be provided for accessing reports.
- h. All Service Data shall be capable of export for use in third-party systems such as Excel, or the District's Data Warehouse via Industry Standard protocols such as ODBC, XML, etc.

(3) Service Maintenance Requirements

Scheduled outages for maintenance shall not affect the Service during District's Customer Service hours of operation. In the event of an unscheduled outage, the Contractor shall track the cause of the failure and the resulting repair for future use. Contractor and authority Project Manager shall agree upon a contingency plan in the event unscheduled outages occur to the Service.

**H. Timelines**

The Contractor shall provide a timeline for system design and implementation within 7 days of District's "Notice to Proceed" (NTP). System design and implementation shall begin within 30 days of the NTP and take no longer than an additional 40 days such that final acceptance, including successful completion of the testing, must occur no later than 80 days from NTP. Upon final acceptance, the annual services shall commence.

**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 Proposer 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 during Proposal evaluation.

**A. Cover Letter** - The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, 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 Proposer to the proposed Scope of Services and cost proposal for **one hundred and twenty (120) calendar days**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 9.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer'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 Proposer's understanding of the proposed Scope of Services is required as part of the Proposal. The response should outline how the Proposer 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 the Proposer.

- C. **Life Cycle of the System** - Explain the life cycle of the system and disclose any foreseen upgrades of the system.
- D. **Proposer's Qualifications and Experience** - The following information should be included in the Proposal:
- (1) A brief description of the Proposer'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 Proposer'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 customer communication services platform;
    - b. A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
    - c. A description of their experience with public agency clients and transportation agencies, if any.
  - (3) Provide contact information for three references for which the Proposer 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 if not already detailed under 6.C(1) above.
- E. **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.
- F. **DBE Participation** - Proposers 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 applicable. If any subcontractors/sub-consultants/suppliers will be used, please identify which of the subcontractors/sub-consultants/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.

- G. Financial Stability** - Provide the Proposer's 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 the Proposer. Describe any administrative proceedings, claims, lawsuits, settlements, or other exposures pending against the Proposer.
- H. Acknowledgement of Addenda (Attachment D), if applicable**
- I. 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.
- J. Cost Proposal** - The Cost Proposal shall include all costs required for the successful design, implementation, testing, and operation of the proposed system and must minimally include an itemized listing of these costs as well as separate amounts for each service year proposed, including the specific annual costs of providing the service for the three-year contract period and the two-year option period.

A cost proposal based upon a fixed all-inclusive fee structure for the CCSP must be submitted on the *Cost Proposal Form*, attached herewith as Attachment A. Proposer must submit a binding annual fee proposal for its services for each year comprising the three (3)-year base term and the two (2) additional one (1)-year option terms, based on the associated requirements detailed in this RFP. Included in the annual fee shall be all labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs as required in the Agreement.

The District reserves the right, at its sole discretion, to exercise up to two additional one-year option terms to extend the contract, at the prices proposed by the successful Proposer in its Cost Proposal. If the District determines to exercise the first and/or subsequent option terms, the District will give the Contractor at least 30 days' written notice of its determination to do so.

## **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. Proposal Understanding and Approach 0 - 35 points**

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- (1) Knowledge of proposed services platform as it relates to the District’s needs.
- (2) Objectives of the services.
- (3) Scope of Services.

The Proposer’s overall approach to achieving the project purpose will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

### **B. Proposer’s Qualifications and Experience 0 - 35 points**

The capabilities of each responding Proposer will be evaluated in these specific areas:

- (1) Experience in providing the specified services for similar operations and/or entities;
- (2) The Proposer’s demonstrated experience in providing similar communication services platform solutions and performance on comparable government engagements, if any;
- (3) Experience and qualifications of staff assigned to the account, including the proposed staff to be committed to this project (identified by name), the quality of such staff, and the proper balance of relevant skills;
- (4) The nature and quality of work performed for recent clients; and
- (5) Financial stability of the firm.

### **C. Cost Proposal 0 - 30 points**

This portion of the proposal will be evaluated based on the grand total cost 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.

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 screening of the written Proposals, using the Selection Criteria described above, one or more companies *may at the District's sole discretion*, be invited to participate in the final selection process, which may include:

- (1) Participation in an oral interview.
- (2) Submission of any additional information as requested by the District.

References may also be checked during the final selection process.

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 firms, 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 in its sole discretion to accept the Proposal it considers most favorable 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 to the District, 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 Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer 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 Proposer 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 Proposer 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 Contractor'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) Contractor's Proposal, as accepted by the District

**10. PROTEST PROCEDURES**

The District maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive requirements or alleged improprieties in the RFP procedure shall be filed in writing with the Secretary of the District at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the District staff's recommendation for award of the Contract shall be submitted in writing to the Secretary of the District within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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 the 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 its Proposal. This duty applies to the Proposer, any member of its team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the Proposer's team. If the Proposer has made a contribution that needs to be disclosed, **the Proposer must include this information with its 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, employee or consultant, 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 Contractor will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require that the Contractor provide additional DBE information.

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

The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor 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 Contractor 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 Contractor 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 Contractor 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. 2012-D-1**

***CUSTOMER COMMUNICATION SERVICES PLATFORM  
UTILIZING INTERACTIVE VOICE TECHNOLOGY***

**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, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.**

**RFP NO. 2012-D-1**

***CUSTOMER COMMUNICATION SERVICES PLATFORM  
UTILIZING INTERACTIVE VOICE TECHNOLOGY***

ITEM	ONE-TIME SET-UP COST*			
1	All Costs for Successful Design, Implementation, Testing and Operation of System			\$
ANNUAL SERVICE				
ITEM	CONTRACT YEAR	PROPOSED MONTHLY FEE	MONTHS	PROPOSED ANNUAL FEE
2	YEAR ONE	\$	X 12	\$
3	YEAR TWO	\$	X 12	\$
4	YEAR THREE	\$	X 12	\$
5	OPTION YEAR ONE	\$	X 12	\$
6	OPTION YEAR TWO	\$	X 12	\$
GRAND TOTAL, NOT-TO-EXCEED, PROPOSED PRICE FOR SET-UP COST AND A FIVE-YEAR TERM (Add Items 1 through 6)				\$

\* **Include all costs required for the successful design, implementation, testing, and operation of the proposed system and attach an itemized listing of these costs.**

**The Cost Proposal Form must be signed on the next page (page CPF 2). 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-J 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	
<b>- S A M P L E -</b>			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.			
PRODUCER  NAMED INSURED AND ADDRESS			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
			COMPANY C			
COMPANY D						
<b>COVERAGES</b> 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	
	<b>GENERAL LIABILITY</b> <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)	\$
	<b>AUTOMOBILE LIABILITY</b> <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	\$
						\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHE-ER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	<b>OTHER</b> <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> 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 INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.						
<b>CERTIFICATE HOLDER</b>  Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601				<b>CANCELLATION</b> 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 ____		
					<b>VALID AS OF:</b> _____	

**ATTACHMENT C**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
**RELATIVE TO**  
**REQUEST FOR PROPOSALS (RFP) NO. 2012-D-1,**  
**CUSTOMER COMMUNICATION SERVICES PLATFORM**  
**UTILIZING INTERACTIVE VOICE TECHNOLOGY**

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 “Contractor”).

WHEREAS, the District desires to obtain professional services in connection with the automated attendant system relative to Request for Proposals (RFP) No. 2012-D-1, *Customer Communication Services Platform Utilizing Interactive Voice Technology*; and

WHEREAS, the District has issued an RFP dated \_\_\_\_\_, 2011, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Contractor 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 Contractor 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 Contractor 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 Contractor’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 Contractor shall commence work with the design and implementation of the system upon the District’s issuance of a written notice to proceed. Unless the Agreement is terminated sooner pursuant to Section 19, design and implementation shall be performed within the timelines set forth in Exhibit A unless otherwise mutually agreed upon by the

District and the Consultant. The annual services shall be for a three (3)-year period commencing upon final acceptance of the system.

The District may exercise its option, at the District's sole discretion, to extend this Agreement for two (2) additional one (1)-year terms by giving the Contractor thirty (30) days' written notice prior to the termination of the original term or first option period. Upon such notice, the Agreement shall continue under the same terms and conditions.

**4. 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 Contractor to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the District, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who may possess similar qualifications and experience for this position.

**5. COMPENSATION**

The Contractor agrees to perform all of the services included in Section 2 for \$\_\_\_\_\_ for Year 1 (including set-up, design, and implementation services), \$\_\_\_\_\_ for Year 2, and \$\_\_\_\_\_ for Year 3, 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 labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Contractor. In the event the District exercises its options, the fees will be \$\_\_\_\_\_ for Option Year 1 and \$\_\_\_\_\_ for Option Year 2. The District will pay the Contractor in accordance with Section 13.

**6. NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's \_\_\_\_\_ and the Contractor'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 Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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.

**7. 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 Contractor 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 Contractor 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 Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

The foregoing shall not apply to any Contractor intellectual property and no ownership rights are transferred or created by virtue of this Agreement including any derivative works created by Contractor hereunder. However, the Parties agree that any and all training materials, design templates, contract deliverables, or documents created by Contractor, its agents, employees, or subcontractors specifically for the District shall be and are the property of the District. Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared for submission to the District under this Agreement are hereby assigned to the District. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

The Contractor 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.

**8. CONFIDENTIALITY**

Any District materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

Contractor shall not retain records of any District customer information, including in particular any personal identifiable information. To the extent Contractor has access to any District customer information, including but not limited to telephone numbers, it shall not use any such information for any purposes other than for the performance of the services required herein.

The Contractor, 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.

**9. USE OF SUBCONTRACTORS**

The Contractor 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 contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

**10. 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 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Contractor 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 Contractor 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.

## **11. RESPONSIBILITY; INDEMNIFICATION**

The Contractor 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 Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Contractor 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 Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

## **12. INSURANCE**

### **A. Types of Insurance**

The Contractor 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 Contractor 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 Contractor on account of any incident connected to the Agreement, the Contractor shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subconsultants to procure and maintain, at the Contractor'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 Contractor (or its subconsultant(s)).

1) Commercial General Liability Insurance

The Contractor 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 Contractor 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 Contractor 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 Contractor employs any person to perform work in connection with this Agreement, the Contractor 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 Contractor shall also maintain Professional Liability Insurance covering the Contractor'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 Contractor 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 Contractor 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.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against

the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

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

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

**C. Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the District's property, the Contractor 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 Contractor 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 Contractor. Said policy shall protect the Contractor

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.

**13. MANNER OF PAYMENT**

The District shall pay Contractor as follows:

All costs specified by Contractor for design, implementation and testing shall be paid in one milestone payment upon receipt of an approved invoice following final acceptance commencing of the system..

Service costs for the three annual contract periods and the two additional annual option periods shall be paid in equal quarterly payments based on the annual sums as set forth in Section 5. Contractor shall invoice the amounts quarterly in arrears.

The District shall endeavor to pay all approved invoices within thirty (30) days of their receipt.

**14. CONTRACTOR'S STATUS**

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

**15. ASSIGNMENT**

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

**16. DISTRICT WARRANTIES**

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

**17. 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.

**18. DISPUTE RESOLUTION**

The District and Contractor 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 Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**19. 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 Contractor. Upon receipt of such notice, the Contractor 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 Contractor, the District shall pay to the Contractor in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Contractor to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Contractor in an amount to cover only those services performed in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

Upon receipt of a termination notice, the Contractor agrees to cooperate fully with District in the orderly transfer of business to the Contractor's successor.

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

**20. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Contractor and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its subconsultants shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Contractor'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 Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor 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 Contractor agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

**21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Contractor 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 Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor 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 Contractor 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 Contractor 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.

**23. CONFLICT OF INTEREST**

The Contractor 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 Contractor 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 Contractor 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, the Contractor and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Contractor may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Upon receipt, the Contractor 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 Contractor 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 Contractor 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 Contractor shall not engage the services of any subcontractor or independent Contractor on any work related to this Agreement if the subcontractor or independent Contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Contractor immediately shall provide the District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor'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 Contractor's performance of the work hereunder, the District shall similarly notify the Contractor. In the event a conflict is presented, whether disclosed by the Contractor or discovered by the District, the District will consider the conflict presented and any alternatives proposed and meet with the Contractor 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 Contractor must maintain lists of its employees, and the subcontractors and independent Contractor used and their employees. The

Contractor must provide this information to the District upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. The Contractor 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 Contractor shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The Contractor 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 Contractor to damages incurred by the District in addressing organizational conflicts that arise out of work performed by the Contractor, or to termination of this Agreement for breach.

**24. PUBLICITY**

The Contractor, 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.

**25. 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.

**26. 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.

**27. 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.

**28. NO THIRD PARTY BENEFICIARIES**

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

**29. APPLICABLE LAW**

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

**30. 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.

**31. 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 CONTRACTOR\*:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for the District

*\* If the Contractor 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**

**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: \_\_\_\_\_