



METROPOLITAN
TRANSPORTATION
COMMISSION

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April 25, 2012

**AIRPORT PLAN PROJECT MANAGER
REQUEST FOR QUALIFICATIONS**

To: Interested Parties

The Metropolitan Transportation Commission (“MTC”) invites your firm to submit a Statement of Qualifications to act as an Airport Plan Project Manager (“Project Manager”) on behalf of the Regional Airport Planning Committee (“RAPC”), MTC, the Association of Bay Area Governments (“ABAG”), the San Francisco Bay Conservation and Development Commission (“BCDC”), Oakland International Airport (“OAK”), Mineta-San Jose International Airport (“SJC”) and the San Francisco International Airport (“SFO”). The initial contract would be for a one-year period, with the option to renew for up to an additional three (3) years, subject to the parties’ agreement on renewal terms.

This letter, together with its enclosures, comprises the Request for Qualifications (RFQ) for this project. Statements of Qualifications should be submitted in accordance with the instructions set forth in this RFQ.

Statement of Qualifications Due Date

Interested firms must submit an original and four (4) hard copies of their Statement of Qualifications (SOQs) no later than 4 p.m., Wednesday, May 16, 2012, as specified below. **SOQs received after that time and date will not be considered.** SOQs submitted before the deadline shall be considered firm offers to provide the services described in this RFQ for a period of ninety (90) days from the date of submittal.

MTC Point of Contact

Statements of Qualifications and all inquiries relating to this Request shall be submitted to MTC’s Planning Director, Doug Kimsey, who is the Project Manager, at the address shown below. For telephone inquiries call (510) 817-5790. Email inquiries may be addressed to: dkimsey@mtc.ca.gov.

Doug Kimsey, Planning Director
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 8th Street
Oakland, CA 94607-4700

Adrienne J. Tissier, Chair
San Mateo County

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Tom Azumbrado
U.S. Department of Housing
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Cities of Alameda County

David Campos
City and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

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Mark Green
Association of Bay Area Governments

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Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Scott Wiener
San Francisco Mayor’s Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Scope of Work, Budget and Method of Payment

The firm selected as a result of this RFQ will be expected to work under the direction of staff from MTC, ABAG, BCDC and three international airports (SFO, OAK, and SJC) to act as the main liaison to RAPC and to oversee implementation of the recently adopted RASPA workplan (see *Appendix A, Workplan*).

The initial contract will be for a one-year period, covering FYs 2011-12 and 12-13, with the option to renew for an additional three years, subject to the parties' agreement on renewal terms, and subject to MTC approving future respective agency budgets. The amount the agency has budgeted for FYs 2011-12 and 12-13 of the contract is up to \$42,000, which is Option 1 of *Appendix A* workplan; this amount could increase should RAPC and the regional agencies and airports staff wish to increase the Project Manager's oversight responsibilities as outlined in *Appendix A*. Subsequent years' budgets will at a minimum be comparable to Option 1 of *Appendix A*, and subject to agreed upon workplan tasks and agencies' operating budget approval processes.

Consultant will be paid on a labor-hour basis. Total compensation for all services shall not exceed \$42,000 during the initial one-year term. Consultant's services shall be billed on a monthly basis, and payment shall be made within thirty (30) days of receipt of an acceptable invoice, approved by MTC, describing the work performed, the hours worked by task, authorized expenses, and the payment requested.

Notice of Addenda and Requests for Clarification/Exceptions

Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.procurements.mtc.ca.gov>.

Please note that it is each proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

Requests for clarification or exception to RFQ provisions, including to any MTC standard contract provisions, must be received no later than 4:00 p.m., May 9, 2012 to guarantee consideration.

Minimum Qualifications

To be eligible for SOQ evaluation, firms must meet the minimum qualifications (MQs) described in Section II of the RFQ.

Contents of SOQ

Each Statement of Qualifications should include the information set forth in Section IV of the RFQ, Form of SOQ.

Evaluation

SOQs meeting the MQs and not demonstrating impermissible organizational conflicts of interest will be evaluated based on the evaluation factors set forth in Section V.B.

Selection Timetable

(Note that MTC may change the selection timetable if necessary)

4 p.m. (PST), May 16, 2012	Closing date and time for receipt of Statements of Qualifications at MTC offices
Week of May 21, 2012 (approx.)	Interviews (if needed)
By May 28, 2012	Recommendation of airport planning project manager to MTC's Executive Director
June 4, 2012 (approximate)	Execution of Contract

General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting an SOQ

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) after the MTC Executive Director selects a firm for award.

MTC reserves the right to cancel this RFQ, accept or reject any and all submittals, negotiate with any or all firms submitting SOQs, waive minor irregularities in SOQs, and request any additional information from firms submitting SOQs. Any award made will be to the firm whose SOQ is the most advantageous to MTC, based on the evaluation criteria listed above.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix B*. A complete copy of the standard contract may be requested from the Project Manager. If a firm wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted by the deadline specified above for requests for exception. If no such change is requested, the firm will be deemed to accept MTC's standard contract provisions based on its submission of an SOQ.

The selected will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D*. By submitting an SOQ, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D*, Insurance Requirements within ten (10) days of MTC's notice to a firm that it is prepared to enter into a contract with the firm. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date for requesting exceptions to RFQ provisions. If such objections are not brought to MTC's attention by that deadline, compliance with the insurance requirements will be assumed.

Authority to Commit MTC

Based on the recommendation of the selection panel, the Executive Director of MTC will authorize staff to enter into a contract with the recommended firm and has the authority to commit to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your Statements of Qualifications.

Sincerely,



Steve Heminger
Executive Director

SH: DK

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REQUEST FOR QUALIFICATIONS

to the

METROPOLITAN TRANSPORTATION COMMISSION

AIRPORT PLAN PROJECT MANAGER

April 25, 2012

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

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I. PURPOSE & PROJECT DESCRIPTION

The Regional Airport Planning Committee (“RAPC”) is made up of elected officials from MTC, ABAG, and BCDC and staff from the region's airports (SFO, OAK, and SJC). RAPC’s main purposes are: (1) represent the broad interests in air travel in the San Francisco Bay Area (Bay Area); (2) provide a cooperative process for the development of the Regional Airport System Planning Analysis (RASPA or the Plan) for the Bay Area that becomes the aviation element of MTC’s Regional Transportation Plan; (3) provides a forum for public discussion of regional aviation issues; and (4) serves as an advisory committee to the regional agencies.

RAPC recently culminated a four-year process of updating the RASPA and its recommended workplan. The purpose of the Plan is to provide analysis and policy level guidance on aviation requirements for commercial and general aviation airports in the region. The Plan is considered by the airports and the Federal Aviation Administration (FAA) during the course of preparing airport master plans and environmental documents for proposed airport improvements.

MTC uses RASPA to guide decisions about surface transportation investments that provide access to airports. BCDC’s Bay Plan airport policies refer to the Plan for guidance when evaluating proposals for airport improvements that would require Bay fill. The Bay Area Air Quality Management District will consider the aviation emission estimates in preparing federal and state air quality plans for meeting adopted air quality standards.

MTC seeks a firm to work under the direction of staff from MTC, ABAG, BCDC, SFO, OAK and SJC to act as the main liaison to RAPC and to oversee implementation of the recently adopted RASPA work plan (see *Appendix A, Workplan*).

II. MINIMUM QUALIFICATIONS

To be eligible for Statement of Qualifications (SOQ) evaluation, firms must meet the following minimum qualifications (MQs):

1. Firms must have at least five (5) years experience in airport planning, developing airport master plans and several of the work elements outlined in *Appendix A, Workplan*.
2. The designated Project Manager in charge must have at least ten (10) years relevant experience.
3. Firms must have substantial experience working with government sector clients, including at least one of the following:
 - Firm served as lead firm for at least one regional airport plan update
 - Firm has experience implementing workplans developed as a result of an airport regional plan during the last three (3) years

III. SCOPE OF WORK, BUDGET AND METHOD OF PAYMENT

The scope of work for the project is set forth in *Appendix A, Workplan*.

The initial contract will be for a one-year period, covering FYs 2011-12 and 12-13, with the option to renew for an additional three (3) years, subject to the parties’ agreement on renewal terms, and subject to MTC approving future respective agency budgets. The amount budgeted for FYs 2011-12 and 12-13 of the contract is up to \$42,000, which is Option 1 of *Appendix A, Workplan*; this amount could increase should RAPC and the regional agencies and airports staff wish to increase the Project Manager’s oversight responsibilities as outlined in *Appendix A*. Subsequent years’ budgets will at a minimum be

comparable to Option 1 of *Appendix A*, and subject to agreed upon workplan tasks and agencies' operating budget approval processes.

Consultant will be paid on a labor-hour basis. Total compensation for services performed during the initial one-year contract period shall not exceed \$42,000. Consultant's services shall be billed on a monthly basis, and payment shall be made within thirty (30) days of receipt of an acceptable invoice, approved by MTC, describing the work performed, the hours worked by task, authorized expenses, and the payment requested.

IV. FORM OF STATEMENT OF QUALIFICATIONS

Sections that should be included in each SOQ are described below. Page limits, where specified, are for each side of print. Proposers are encouraged to print double-sided copies to save paper.

A. Transmittal Letter

A transmittal letter signed by a partner or official of the firm authorized to solicit business and enter into contracts for the firm indicating your firm's interest in providing the services required by this RFQ. The transmittal letter should include the name and telephone number of a principal contact person, if different from the authorizing official. The letter should indicate that the SOQs are firm offers to enter into a contract to perform work related to this RFQ for a period of ninety (90) days from SOQ submission.

B. Title Page

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

C. Qualifications and Experience

A detailed statement of the firm's qualifications relative to the MQs stated above and the areas outlined in *Appendix A*, including resumes of the staff likely to work on the resulting contract and the designation of the lead staff, referred to as Project Manager in the MQs.

D. References

References attesting to your firm's previous experience in performing work substantially similar or related to the services requested. Please provide the names of current clients, along with the names and telephone numbers of client contact person(s) for each reference.

E. Contracts with RAPC Agencies

List any contracts with MTC, ABAG, BCDC, SFO, OAK, or SJC entered into during the five (5) years preceding this RFQ, including:

- Subject of contract
- Period of performance
- Amount of compensation
- Lead staff
- Agency Contact

F. Price Proposal

Provide your firm's hourly rates, including a description of all charges that would be passed on to MTC. For hourly rates, indicate when rates are due to change and approximately how much they can be expected to change each year.

G. Forms and Certificates

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

V. EVALUATION

A. Review for General Responsiveness and Satisfaction of Minimum Qualifications

The MTC Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the SOQs for responsiveness to ensure that each SOQ meets the minimum qualifications set out in Section II, Minimum Qualifications (MQs). Proposers failing to meet the MQs will be considered non-responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Section IV, Form of Statement of Qualifications, may be considered responsive, if evaluation in every criterion is possible.

MTC reserves the right to request additional information from responsive proposers prior to evaluation.

B. Evaluation

Responsive SOQs meeting the MQs will then be evaluated by a panel of staff representatives from MTC, ABAG, BCDC, and the airports (SFO, OAK, SJC), based on the following evaluation factors, listed in order of relative importance.

1. Overall experience and qualifications, including references, in relation to the efforts described in *Appendix A, Workplan*; and
2. Hourly rates and expenses passed through to MTC.

Following the evaluation, the panel may elect to recommend award to a firm or may develop a “short list” of firms with a reasonable likelihood of being awarded a contract for interviews. MTC reserves the right to review and evaluate the references of short-listed firms only.

During this phase of the selection, any potential conflicts of interest (see Section VI.G) will be considered. MTC may request additional information from any firm that appears to have an organizational conflict of interest, including a plan to mitigate any such conflicts.

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

C. Recommendation for Award

After completion of Evaluation, the MTC Project Manager will recommend a firm or team to the Executive Director.

VI. GENERAL CONDITIONS

A. Limitations

This RFQ does not commit MTC to award a contract or to pay any costs incurred in the preparation of a SOQ in response to this RFQ. MTC will not reimburse any firm for costs related to preparing and submitting an SOQ

B. Selection for Panel

MTC intends to enter into a contract with a firm whose SOQs are most advantageous to MTC, based on the evaluation criteria outlined above. MTC reserves the right in its sole discretion to determine which firm's qualifications, experience, available resources and ability to perform the required services best suit this RFQ, and reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

C. Binding Offer

A signed SOQ submitted to MTC in response to this RFQ shall constitute a binding offer from proposing firms to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date SOQs are due to MTC.

D. Contract Arrangements

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix B*. A complete copy of the standard contract may be requested from the Project Manager. If a firm wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted by the deadline specified above for requests for exception. If no such change is requested, the firm will be deemed to accept MTC's standard contract provisions based on its submission of an SOQ.

The selected firms will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D*. By submitting an SOQ, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D, Insurance Requirements*, within ten (10) days of MTC's notice to a firm that it is prepared to enter into a contract with the firm. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date for requesting exceptions to RFQ provisions. If such objections are not brought to MTC's attention by that deadline, compliance with the insurance requirements will be assumed.

E. Selection Disputes

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

1. No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the MTC Executive Director or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Executive Director authorizes award.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the Proposer wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no less than three (3) working days after receipt of the written response from the Executive Director. The Executive Director's decision will be the final agency decision.

F. Public Records

This RFQ and any material submitted by a proposer in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Statements of Qualifications will remain confidential until the MTC Executive Director has authorized award.

G. Organizational Conflicts Of Interest.

Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC 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 MTC, ABAG, BCDC, SFO, OAK, AND/OR SJC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Consultant, and if so, whether any potential bias can be mitigated acceptably by MTC, ABAG, BCDC, SFO, OAK, AND/OR SJC and the Consultant.

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

APPENDIX A, WORKPLAN

Work for the remaining part of the Fiscal Year 2011-2012 will be led in-house by MTC's current project manager, but would begin transitioning over to the selected consultant during June 2012. For Fiscal Year 2012-2013 and beyond, the selected consultant would continue the work from the last RASPA, pending MTC FY 2012-13 budget approval. The contract will be for time and materials not to exceed \$42,000 in the first year of the project. The actual amount of hours required and cost would depend on the level of work desired:

Option 1-RAPC continues largely as an informational forum until next RASPA update

- Quarterly RAPC meetings; schedule current topics of interest to Committee
- Follow up items from Fiscal Year 2011-2012, as needed
- Take legislative positions, as required
- Prepare annual Tracking Report
- Monitor developments at Travis AFB, Moffett Federal Airfield, out-of-region commercial airports, HSR, and General Aviation airports
- Discuss RASPA recommendations and traffic redistribution concept with outside groups
- Attend various outside meetings to keep abreast of issues (e.g., SFO Airline Delay Forum)

Option 2-Airports request specific projects/studies from RAPC; new airport planner could manage one or more these studies

- Prepare updated regional and airport passenger forecasts
- Develop an airport choice model for use in next RASPA update (choice of airports and ground access modes)
- Refine airfield capacity estimates to take into account latest information on NextGen
- Update long-range noise forecasts for each airport for use by airports and ALUCs
- Conduct an annual public survey of Bay Area residents to determine attitudes about air service and their preferred airport (s) --as part of the Traffic Redistribution strategy
- Evaluate congestion pricing levels at SFO needed to shift traffic to other airports
- Conduct follow on studies for Moffett/Travis
- Develop information on relationship between airport service levels and economic benefits
- Maintain a regional airport planning website where the public can comment and ask questions (similar to the one created for the last RASPA study).

The following work scope includes all the tasks recommended in the current RASPA. However, as noted above this RFQ assumes the lowest level of effort (Option 1); as such, staff anticipates RAPC would continue largely as a forum to exchange information until the next major RASPA update is conducted. If the airports and/or RAPC desire a higher level of effort as described in Option 2, a contract amendment would be sought to add work tasks mutually agreed to be above and beyond the Option 1 level of effort.

Task 1: RAPC Meetings

Objective: Maintain adequate staffing support for RAPC; responsible for developing agenda items with input from the airports.

- Consult with airports and regional agency staff to develop agenda for meetings
- Organize/prepare presentations
- Write memos for meetings as required
- Meeting follow-up as required

Task 2: Air Passenger Survey (assumes airports fund and manage 2012 survey)

Objective: Conduct the next regional airport passenger survey at Bay Area airports as well as out-of-region airline service airports. The survey will provide essential information to advance the region's interest in air passenger redistribution and to improve MTC's modeling tools for assessing air passenger behavior in choosing airports and ground transportation modes.

- Obtain copies of past RFP, consultant mailing lists, consultant selection criteria etc. from MTC
- Assist with reviewing the Request for Proposal (RFP) for a survey firm
- Assist with evaluation of Proposals submitted by survey firms and consultant selection
- Assist with developing questions for survey instrument itself

Task 3: Prepare first Tracking Report

Objective: The tracking report will provide information on the accuracy of the latest regional aviation forecasts, progress with redistribution of air passenger traffic, and severity of delays at SFO. The report will assist RAPC and the airports in determining the effectiveness of regional policies and initiatives to address forecasted runway and airspace congestion issues.

- Coordinate with airports to obtain information for Tracking Report
- Prepare outline and circulate proposed report outline to airports for review
- Assemble data and write report
- Coordinate with MTC Graphics and Public Information staff to prepare an attractive report for public and media consumption
- Work with airports to foster media interest
- Present report to RAPC

Task 4: Develop Regional Approach for Traffic Redistribution

Objective: Working with the airports, develop new ideas for programs and strategies that could help shift more airline passenger service from SFO to OAK and SJC

- Review current airport efforts to attract more service to OAK and SJC
- Review airport marketing programs and discuss potential for a more coordinated regional approach
- Develop list of most underserved airline markets at OAK/SJC
- Regularly apprise RAPC of airline service additions/ deletions at each Bay Area airport
- Track changes in air fares at each airport in competitive markets (airport assistance required)
- Discuss ways that SFO's up gauging approach and FAA's Level 2 slot control program might be leveraged to increase airline interest in OAK and SJC
- Identify key marketing questions for the next air passenger survey (above)
- Participate in discussions with airports and airline route planning staffs to convey regional interests in traffic redistribution
- Consult with business community to obtain their ideas

- Consult with out-of-region airports to understand their airline marketing objectives
- Possibly develop a marketing brochure that explains the region's long-term aviation goals and the need for traffic redistribution; have this ready to send out to the airlines and public if major delays arise at SFO in the future
- Develop media Op Ed material from RAPC Chair for publication when delays at SFO increase

Task 5: Implement a Legislative Advocacy Program

Objective: Develop a legislative strategy whereby Bay Area airport capacity and delay issues are given greater attention in Washington and there is a unified Bay Area legislative approach to addressing important issues such as Reauthorization and NextGen.

- Convene periodic meetings of MTC and airport legislative staffs to identify and discuss current legislative issues of importance to the Bay Area
- Develop position papers for RAPC and MTC's Legislative Committee
- In particular, develop positions that will help expedite NextGen deployment in the Bay Area, including incentives for airlines to equip with the latest technologies
- Explore forming NextGen legislative coalitions with other major metro areas experiencing airport and airspace congestion
- Engage airport and MTC lobbyists in Sacramento and Washington, DC in support of these positions
- Develop media interest in these issues
- Write letters from RAPC/MTC to Bay Area Congressional delegation as needed

Task 6: Airfield and Airspace Capacity

Objective: Monitor airport capacity and delay problems as well as implementation of runway and airspace improvements.

- Monitor Design and Implementation phase of FAA's Northern California Airspace and Procedures Optimization Study and schedule periodic briefings by FAA staff
- Identify any Bay Area airport issues or concerns with the above program and discuss with RAPC
- Provide regular progress reports to RAPC on SFO's key technology initiatives to improve capacity in poor weather conditions
- Assess impact of future airfield and air traffic control improvements on runway capacity as estimated in the latest RASPA update
- Monitor aircraft flight delays at SFO and report any significant increases in delays to RAPC

Task 7: Demand Management

Objective: Monitor the effectiveness of new demand management programs, both at SFO as well as other airports around the country

- Attend SFO airline delay forum meetings
- Provide regular reports to RAPC on SFO's Fly Efficient program (up gauging aircraft size)
- Monitor changes to airline schedules resulting from FAA's Level 2 slot control program
- Develop information for airports/RAPC on any new demand management programs around the country, particularly any that involve congestion pricing
- Monitor changes in federal legislation affecting an airport's ability to engage in demand management programs
- Attend meetings of general aviation airports and discuss strategies to increase their ability to serve in a reliever capacity

Task 8: Noise/Noise compatibility

Objective: Reduce long-term population exposure to airport noise, monitor the effects of air passenger traffic redistribution (to the extent that it is occurring) on airport noise levels at OAK/SJC , and have RAPC become more engaged in supporting ALUC decisions that would prevent new land use compatibility problems.

- Work with ABAG to ensure airport noise compatibility issues are given attention in their next regional land use forecasts being prepared as part of the Sustainable Community Strategy
- Monitor any significant changes/updates to current ALUC plans
- Discuss with ALUC staffs the possibility of RAPC becoming engaged inland use compatibility discussions they are having with local jurisdictions
- Monitor annual changes in airport 65 CNEL noise contours and population exposure
- Participate in any updates to airport Noise Exposure Maps (NEMs)
- Prepare case study report for RAPC on how current land use compatibility conflicts are being addressed by ALUCs, airports, and local jurisdictions

Task 9. Monitor and report to RAPC as needed.

Various studies being conducted by Bay Area airports, as outlined in their “work program” information provided to RAPC

- HSR developments
- New legislation/regulations affecting aircraft GHGs and criteria pollutants
- New airport programs to reduce GHGs

APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

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

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Mark Green
Sam Liccardo
Jake Mackenzie
Bill Dodd
David Campos

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Kevin Mullin

Scott Weiner
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Dave Cortese

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected Consultant will be required to sign Agency's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of Agency's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No

substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D, INSURANCE REQUIREMENTS

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

Yes (✓)	Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability is waived, as long as contractor is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultants officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be inside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The policy(ies) covering Commercial General Liability will contain an endorsement to include MTC, BCDC, ABAG, SJC, SFO, OAK and their commissioners, directors, officers, representatives, agents and employees as additional insureds. Also, the endorsement must specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss.
—	<u>Business Automobile insurance</u> for all automobiles used or maintained by Consultant and Consultants officers, agents and employees, including but not limited to any owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence
—	<u>Umbrella</u> insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Property Insurance</u> covering Consultant's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the Consultant shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All Consultant policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Consultant agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

Subcontractor's Insurance: Consultant shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

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