



METROPOLITAN
TRANSPORTATION
COMMISSION

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August 10, 2012

REQUEST FOR QUALIFICATIONS
One Bay Area Grant Complete Streets: Policy Development and
Implementation Workshops, Design and Engineering Workshops, Public
Outreach Assistance and Technical Assistance

Dear Consultant, Community-Based, Not-for-Profit, or Non-Governmental Organizations:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to assist MTC with developing a robust and creative Complete Streets policy and implementation/design workshops, educational outreach and technical assistance program as it relates to the recently adopted One Bay Area Grant program requirements.

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

Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

I. Statement of Qualifications Due Date

Interested firms must submit an original and five (5) copies, as well as one electronic PDF version, of their Statements of Qualifications (SOQs) by **12:00 p.m., Friday, August 31, 2012. SOQs received after that date and time will not be considered.** SOQs shall be considered firm offers to provide the services described for a period of one hundred twenty (120) days from the time of submittal.

II. MTC Point of Contact

Annie Young will be MTC's Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFQ shall be submitted to Annie Young, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5754. E-mail inquiries may be directed to ayoung@mtc.ca.gov.

Annie Young, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
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Bill Dodd, Chair
Napa County and Cities

Scott Haggerty, Vice Chair
Alameda County

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

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

Chris Daly
City and County of San Francisco

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
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James P. Spering
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Adrienne J. Tissier
San Mateo County

Amy Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

III. Background

The Metropolitan Transportation Commission (MTC) is the transportation planning, coordinating and financing agency for the nine-county San Francisco. In May 2012, MTC created the One Bay Area Grant Program (OBAG) which establishes program commitments and policies for investing roughly \$800 million over the four-year Cycle 2 period (FYs 2012-13 through 2015-16).

OBAG is a new funding approach that better integrates the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy (Plan Bay Area). Funding distribution to the counties will consider progress toward achieving local land-use and housing policies.

More information about OBAG can be found at the regional agencies' joint website: www.onebayarea.com.

Among other provisions, to be eligible for OBAG, local agencies must adopt a Complete Streets resolution that incorporates MTC's required elements by January 31, 2013. A local agency can also meet this requirement through a general plan amendment that complies with the California Complete Streets Act of 2008. To assist local jurisdictions in meeting this requirement, MTC, in partnership with the County Congestion Management (CMA's) agencies, proposes to provide policy guidance, implementation and design workshops, educational outreach and technical assistance to local jurisdictions.

IV. Project Description

MTC will team with the county CMAs, local planning and public works directors, city and county managers, public transit agencies, nonprofit organizations, business and community groups, and interested residents to ensure that all those with a stake in the outcome are actively involved in the Complete Streets policy development and implementation. This partnership aims to address issues that may affect specific local jurisdictions (context sensitivity). Consultant will assist MTC to develop and implement a Complete Streets educational and technical assistance program to assist local jurisdictions in complying with the OBAG requirements. Local jurisdictions' are required to adopt a Complete Streets resolution that encompasses MTC's required Complete Streets required elements and/or a general plan amendment in compliance with the California Complete Streets Act of 2008. This can be accomplished by developing, facilitating and presenting a Complete Streets policy development, implementation and design/engineering workshops, webinars, videos, a Complete Streets outreach toolkit and technical assistance.

V. Areas of Consultant Experience

MTC may elect to contract with a single consultant to perform all of the necessary work, or may contract with a primary consultant for the Complete Streets policy and implementation workshops and break out the design and technical assistance in separate contracts.

Firms submitting SOQs for Tasks 1A and 1B must demonstrate experience in at least the following areas:

- Experience in planning and delivering Complete Streets policy and implementation workshops.
- Experience writing Complete Streets policy; in the form of resolutions, ordinances and/or general plan amendments.

Firms submitting SOQs for Tasks 2 must demonstrate experience in at least the following areas:

- Experience with street design including street classification, pedestrian and transportation connectivity plans for all modes.
- Experience with multimodal level of service (LOS) and/or other quantitative tools for measuring the impacts of various modes on the road network.
- Experience with pedestrian, bicycle, transit planning, design, engineering of facilities, circulation and transportation connectivity planning;
- Experience with streetscape design and engineering;
- Experience with the NACTO Urban Bikeway Design Guide and other design guides; ability to present key concepts;

Firms submitting SOQs for Tasks 3 must demonstrate experience in at least the following areas:

- Experience designing and producing collateral, handouts, posters, process charts, maps etc.;
- Experience producing webinars;
- Experience producing videos;
- Experience developing web sites/social media to facilitate online discussions and input.

Any firms selected under this RFQ, based on their SOQs, may be selected to perform under **Task 4, Other Services Related to the OBAG Complete Streets requirement**, based on the firm's qualifications and the nature of the services.

VI. Minimum Qualifications

To be eligible for SOQ evaluation, a firm must demonstrate that:

- The Consultant or Consultant team has a Project Manager who has played a similar role in the last five (5) years on a minimum of three (3) projects that are substantially similar to the tasks listed in *Appendix A, Preliminary Scope of Work* for which the firm is asking to be considered;
- Each project team member other than support staff has a minimum of two (2) years experience working on similar or comparable projects, with specific experience based on the tasks on which he or she is proposed to work; and
- The SOQ submitted demonstrates that the Consultant or Consultant team meets the above stated minimum Consultant qualifications **for each task** in the SOQ for which the proposer is interested in performing work.

VII. Scope of Work, Schedule, and Budget

A summary of anticipated work tasks for the project is provided in *Appendix A, Preliminary Scope of Work*, which includes tasks that illustrate the type of assistance that may be requested

of one or more firms or teams. All work will be assigned pursuant to MTC-initiated task orders. Payment for task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager. A sample task order form is attached hereto as part of *Appendix B, Task Order Process*.

MTC expects the work to commence on or about September 21, 2012 and to be completed by June 30, 2013. At MTC's sole option, the contract may be extended for additional work related to the *Preliminary Scope of Work* outlined in *Appendix A*.

Each Task Order awarded by MTC will include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work*.

The total budget by fiscal year will be established in each annual agency budget. A maximum of fifty thousand dollars (\$50,000) is currently available for this effort, although additional funds may be added prior to the end of the fiscal year. Overall funding will depend on the final agreed-upon scope of work and is subject to approval of MTC's Administration Committee.

VIII. Pre-Proposal Questions and Exceptions

Any requests for clarification, or questions regarding RFQ requirements, or requests for clarifications or exceptions to RFQ provisions must be received by MTC no later than **August 20, 2012** to guarantee response or consideration. Proposers are required to submit such requests on the form provided in *Appendix F, Requests for Exceptions or Modifications*. Contact the MTC Project Manager for an electronic copy of *Appendix F*.

Any addenda released for this RFQ and responses to questions will be published on MTC's Web site, www.mtc.ca.gov. No e-mail transmissions of any addenda will be provided. The Proposer is responsible for checking the Web site for any addenda and responses to questions released.

IX. Disadvantaged Business Enterprise (DBE) Policy

Effective July, 2012, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established a DBE goal for this Agreement of 2%.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, *Appendix E-3*, “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the SOQ. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. The proposer must document adequate good faith efforts on *Appendix E-5*. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

Appendix E-4, “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the SOQ. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

- 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:
 - A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or

maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

X. Form of Statement of Qualifications

Sections that should be included in each SOQ are described below. Proposers are encouraged to print double-sided copies to save paper.

1. Transmittal Letter: Include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name, telephone number and email of a contact person if different from the signatory. The letter should also indicate the tasks in *Appendix A, Preliminary Scope of Work*, for which the firm wishes to be considered (1A and B; 2; and/or 3). 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 one hundred twenty (120) days from SOQ submission.
2. Firm Qualifications: Provide a detailed statement of the firm's qualifications and previous experience in conducting work similar to one or more tasks described in *Appendix A, Preliminary Scope of Work* and short resumes of the personnel the proposer intends to use to perform the task(s), summarizing the individual's training and experience relevant to task(s) in relation to the areas of consultant expertise described below. This section should demonstrate experience and expertise of lead staff in **all tasks included in *Appendix A, Preliminary Scope of Work* for which the proposer wishes to be considered**. If subcontractors are used, include the resumes of key subcontractor personnel, as well.

Firms must clearly identify the tasks for which they wish to be considered. For clarity, two tables are requested: one table showing each proposed staff person and their applicable skills and/or areas of expertise and a second table indicating the tasks for which the firm wishes to be considered and naming the project manager for each named task.

3. Writing Sample: Provide at least one written work sample (one copy is acceptable) that is applicable to the elements identified in *Appendix A, Preliminary Scope of Work*.
4. Costs: Provide the fully loaded hourly rates of all project personnel and all other direct costs; describe the basis for any rate escalation during the contract term.
5. California Levine Act Statement: Submit a signed *Appendix C, Levine Act Statement*.
6. Insurance Provisions Document : Submit a signed *Appendix D-1, Insurance Provisions Document*.
7. Federal Requirements: As this project may be funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix E, Department of Transportation Requirements*, submit completed federal-required certifications related to lobbying and debarment (*Appendices E-1, E-2*).

XI. Evaluation Factors

The Project Manager, in consultation with the Office of General Counsel, will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out in Section VI above for each task for which the firm has asked to be considered. Firms or teams failing to meet the Minimum Qualifications in regards to the tasks for which they have submitted SOQs will not be considered.

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested above in Section X. *Form of Statement of Qualification* may be considered complete and generally responsive, if evaluation in every criterion is possible.

A selection panel comprised of staff from MTC will then evaluate the SOQs based on the criteria listed below, in descending order of relative importance.

1. Individual and team expertise in the task for which they are applying;
2. Specific qualifications of lead staff for indicated tasks;
3. Communication skills and presentation effectiveness, including the abilities to write and present both qualitative and quantitative information in a clear and illustrative manner. Oral communication skills will be evaluated if interviews are held; and
4. Cost effectiveness, including hourly rates and the basis for escalation over term of contract.

Following the evaluation, the panel may elect to recommend award to one or more Consultants or Consultant teams or may develop a “short list” of Consultants or Consultant teams in relation

to one or more tasks to interview. References may be checked for one or more of such short-listed firms prior to final evaluation.

MTC reserves the right to not convene interviews and 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.

The MTC Project Manager will then recommend one or more firms or teams to the Executive Director. If he agrees with the recommendation, he will request the approval of the Administration Committee.

XII. Consultant Selection Timetable

1:00 p.m., Thursday, August 16, 2012	Proposers' Conference in the 3rd Floor "Fishbowl" Conference Room of the MTC Offices, 101 8th Street, Oakland, CA.
4:00 p.m., Monday, August 20, 2012	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFQ provisions
12:00 p.m., Friday, August 31, 2012	Closing date/time for receipt of proposals
Friday, September 7, 2012	Interviews/Discussions (approximate date, if held)
Friday, September 14, 2012	Executive Director's approval (approximate date)

XIII. Selection Disputes

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

- No later than three (3) working days prior to the date proposals are due, for objections to the RFP's provisions; or
- Within three (3) working days after the date on which the contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to the Consultant(s) selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution. The evaluation record shall remain confidential until the MTC Executive Director authorizes award.

The MTC Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Should the protesting Proposer wish to appeal the decision of the MTC Section Director 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 Section Director. The Executive Director's decision will be the final agency decision.

Authorization to award a contract to a particular Consultant 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 Director, or by the Executive Director, should the MTC Section Director's resolution of the initial protest be appealed.

XIV. General Conditions

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

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

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

The selected consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of MTC's notice to firm that it is a successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFQ provisions above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

As this project may be funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix E - Department of Transportation Requirements*.

XV. Authority to Commit MTC

Based on the recommendation of the selection panel, the MTC Project Manager will recommend one or more Consultants to the Executive Director, who will commit MTC to the expenditure of funds in connection with this RFQ.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

SH:CA

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APPENDIX A PRELIMINARY SCOPE OF WORK

MTC seeks Consultant assistance to develop and implement a Complete Streets educational and technical assistance program to assist local jurisdictions in complying with One Bay Area Grant (OBAG) requirements. Consultant assistance entails: 1) Developing, facilitating and presenting Complete Streets Policy and Implementation workshop that assist local jurisdictions adopting a Complete Streets policy by January 31, 2013.

Local jurisdictions' are required to adopt a Complete Streets resolution that encompasses MTC's required Complete Streets required elements and/or a general plan amendment in compliance with the California Complete Streets Act of 2008. 2) Developing and implementing context sensitive Complete Streets design guidance and engineering workshops to complement the adopted Complete Streets policy. 3) Developing a Complete Streets outreach messaging program that local jurisdictions can use to inform elected officials and the general public. Other tasks may include providing technical assistance to specific jurisdictions with issues related to policy development, implementation, and design/engineering of pedestrian, transportation and bicycle facilities.

The services to be performed by one or more selected Consultant(s) shall consist of those directed by MTC through signed task orders. Each task order awarded by MTC will include a specific scope of work based on the areas identified below.

The Consultant(s) may be asked to complete Tasks including, but not limited to, the following:

Task 1: Develop, Facilitate and Present Complete Streets Policy Development and Implementation Educational Workshops

Under this task, the selected Consultant will develop and implement a Complete Streets policy and implementation workshop.

This task is divided into two subtasks: Task 1A: Develop a Complete Streets Policy and Implementation Workshop; and Task 1B: Facilitate up to (9) Complete Street Policy and Implementation Workshops.

Task 1A: Create a Policy Development and Implementation Workshop

Under this task, the selected consultant will create a Complete Streets policy development and implementation workshop that will assist local jurisdictions in adopting a Complete Streets policy that ideally results in the best practice of consideration of all road users specific to the local context in addition to including MTC's OBAG Complete Streets required elements.

Task 1B: Facilitate Complete Streets Policy and Implementation Workshops

Under this task, the selected Consultant will facilitate Complete Streets policy and implementation workshops developed in Task 1A.

Examples of the work that is likely to be included in approved task orders are:

- Complete Streets Policy Development and Implementation Workshop: Work with MTC staff to implement a policy development and implementation workshop that encompasses MTC's required elements to include in a resolution or general plan

amendment. This workshop should assist local jurisdictions to create a Complete Streets policy that best represents the needs of their respective communities by presenting the best practices for Complete Streets policy development and implementation strategies such as connectivity plans, multimodal level of service, etc.

- **Facilitate Policy Development and Implementation Workshop:** Assist MTC in facilitating workshops for local jurisdictions by County. The following schedule has been tentatively established:

SCTA/TAM	10/23/12
NCTPA	9/6/12
STA	8/21/12
CCAG	9/25/12
SFCTA	TBD
ACTC/CCTA	9/24/12
VTA	9/26/12

- **Outreach:** Work with MTC staff to refine communications messages that will appeal to key groups, including local elected officials, city and county planning directors, Congestion Management Agency directors, city and county managers, interested stakeholders, social equity groups, business leaders, environmental advocates and the public.
- **Graphics Support:** Design and produce documents (brochures, “process” charts to show key planning and decision milestones, reports and other collateral), displays, tool kits, maps etc., to support public outreach efforts.

Additional, related tasks may also be required.

Task 2: Develop and Implement Complete Streets Context Sensitive Design and Engineering Workshop Series Assist MTC in developing and facilitating a series of workshops in partnership with the county congestion management agencies (CMA's) in street design guidance and engineering from a context sensitive perspective. Present innovative and key concepts in pedestrian, transportation and bicycle facility design as related to the Highway Design Manual, NACTO, the Manual of Uniform Traffic Control Devices, etc.

- **Meeting Design and Facilitation:** Assist MTC and partner agencies in designing interactive workshops and meetings to promote dialogue and engagement among interested stakeholders. Assist in developing presentations, meeting materials, and innovative concepts in street design. Facilitate meetings as needed and assist in determining future Complete Streets educational needs.

Task 3: Complete Streets Outreach

Assist CMAs and local jurisdictions with Complete Streets outreach to the general public and to elected officials.

- **Webinars:** Assist in developing webinars for Complete Streets education.
- **Video Production:** Produce lively, interactive video segments for use at conferences, workshops and online.
- **Web Development/Social Media:** Assist in developing or updating an interactive Web site that can serve as a forum for online discussions and input; develop appropriate presence in social media.

- Toolkit: Develop a training tool kit for staff of interested cities and counties, as well as staff of nonprofit, community-based organizations, and advocacy groups to help them engage interested residents on the Complete Streets.

Task 4: Other Services Related to the OBAG Complete Streets requirement

This task may include other project tasks and technical assistance related to the OBAG Complete Streets requirements to be determined by MTC at a future date.

APPENDIX B, TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/11. Amendments will be numbered #1/11-1, 1/11-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order, and determines the DBE goal to issue to Consultant. The PM may solicit feedback from Consultant to facilitate drafting the Task Order.

Step 2* – Consultant prepares a proposal in response to the draft Task Order. If the Task Order is issued with a DBE goal the Consultant ***must*** complete the Local Agency Proposer DBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and DBE Information-Good Faith Efforts forms attached as *Appendices E-3, E-4 and E-5*, respectively, according to the instructions in their entirety. This applies even if a Consultant is a DBE/DBE. The proposal should follow the Task Order Form format specified herein Appendix B-1.

Step 3* – The MTC PM reviews Consultant’s proposal to determine if it meets the objectives of the draft Task Order, if Consultant’s proposed costs are reasonable, and if the DBE requirements have been met. The PM may solicit early feedback from the MTC Director of Legislation and Public Affairs at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Planning for review and approval.

Step 6* – The MTC Director of Legislation and Public Affairs signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to Consultant, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to Consultant that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM’s discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or Consultant may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX B-1,
Sample Task Order

1. Task Order No. (include FY)	Example: 1-09; 2-09
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations.</i> For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u> .
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Deliverables

8. Payment Terms
A. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
	Total:			\$2.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

B. Deliverables-based.

	<u>Deliverable</u>	<i>Total Cost*</i>
1.		\$1
2.		\$1
	Total:	\$2.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

_____, Director of Legislation and
Public Affairs
Date: _____

Signatory Name, Title
Date: _____

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work

**APPENDIX C
CALIFORNIA LEVINE ACT STATEMENT**

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

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. Sperring
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 D - SAMPLE
STANDARD CONSULTANT AGREEMENT**

APPENDIX D-1 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 boxes at left that required coverages will be provided within ten (10) days of MTC’s notice to firm that it is the successful proposer.
—	<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 may be waived, if and only for as long as Consultant 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 Consultant’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee’s defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Consultant’s operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by Consultant and Consultant’s officers, agents and employees, including but not limited to 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 Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, Consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of

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

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

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor 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. Contractor 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 Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

Subcontractor's Insurance: Contractor 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 is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to 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.

**APPENDIX E,
DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action 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. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
 - B. If the contract has an under-utilized DBE (DBE) goal, the Consultant must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women
 - C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
 - D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
 - B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.
 - 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - 2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.
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2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a DBE, purchases will count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
-

- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
 4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
 5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
 6. Subcontractors
 - A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.
 - B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
 - D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.
 7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
-

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)
-

**APPENDIX E-1, CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.
-

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX E-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2012.

By _____ (signature of authorized official)

(title of authorized official)



INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
 17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
 19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
 20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
 21. **Date** - Enter the date the Local Agency Representative signs the form.
 22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
 23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.
-

APPENDIX E-4
EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	\$ _____
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		15. Preparer's Signature _____	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		17. Preparer's Title	19. (Area Code) Tel. No.
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____	19. (Area Code) Tel. No. _____
30. Date _____			

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item “14. Total Participation Dollars Claimed” divided by item “4. Total Contract Award Amount”). If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
 29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
 30. **Date** - Enter the date that the DLAE signs this section the form.
-

APPENDIX E-5
DBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications:

Date of Advertisement:

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited:

Date of Initial Solicitation:

Follow Up Methods and Dates:

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items

normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Item of Work:	Bidder Normally Performs Item (Y/N):	Breakdown of Items:	Amount (\$):	Percentage of Contract:

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization:

Method/Date of Contact:

Results:

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

APPENDIX F
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS

RFQ Section	Relevant Provision	<i>Requested Action</i>
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

**REQUEST FOR PROPOSALS
APPROVAL SHEET**

AGENCY:	MTC		
PROJECT TITLE:	Complete Streets Technical Assistance		
FISCAL YEAR(S):	FY 2012-13	WORK ITEM #:	1125
BUDGET AMOUNT:	\$50,000	FUNDING SOURCE(S):	FTA, FHWA
ADDENDUM NO.:			

J:\CONTRACT\Procurements\Misc Professional Svcs\RFQs\Complete Streets Policy Workshops and Tech Assistance\Complete Streets Tech Assist RFQ_1.docx

REVIEW LIST

Project Manager:	_____	Date: _____
	Annie Young	
Section Director:	_____	Date: _____
	Ann Flemer	
Budget Review:	_____	Date: _____
	Suzanne Bode for MTC	
Contract Administration:	_____	Date: _____
	Denise Rodrigues ¹	
IT Review:	_____	Date: _____
	N/A	
	Teri Green ² /Valerie Campbell ³	
Office of the General Counsel:	_____	Date: _____
	Melanie J. Morgan/Cynthia Segal	
Deputy Executive Director:	_____	Date: _____
	N/A	
	Andrew Fremier ⁴	
Deputy Executive Director:	_____	Date: _____
	Ann Flemer ⁵	

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ IT review for information technology projects affecting BATA's network and computers.

⁴ Reviews all procurements from HOA, BOO, and TCI, and other BATA-funded contracts

⁵ Reviews all procurements from all sections.