



METROPOLITAN
TRANSPORTATION
COMMISSION

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Adrienne J. Tissier, Chair
San Mateo County

September 10, 2012

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

**REQUEST FOR PROPOSAL
TRANSIT PERFORMANCE MONITORING PROGRAM
Letter of Invitation**

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

Dear Consultant:

David Campos
City and County of San Francisco

The Metropolitan Transportation Commission (MTC) is the regional transportation planning and funding agency for the nine-county San Francisco Bay Area. MTC is issuing this Request for Proposal (RFP) for the Transit Performance Monitoring Program. The resulting contract will have a three year term. The Transit Performance Monitoring Program includes Transportation Development Act (TDA) performance audits, the Regional Measure 2 (RM2) program performance review, and other performance review professional services as needed.

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Mark Green
Association of Bay Area Governments

This letter, together with its enclosures, comprises the formal RFP for these projects. Responses to this RFP should be submitted in accordance with the instructions stated herein.

Scott Haggerty
Alameda County

Proposal Due Date

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Interested firms must submit an original and four (4) copies, as well as one electronic version (Word or PDF) of their proposal by **4:00 pm, Thursday, October 4, 2012**. **Proposals received after that date and time, will not be considered. Proposals shall be considered firm offers to provide the services described for a period of sixty (60) days from the time of submittal.**

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

MTC Point of Contact

Kevin Mullin
Cities of San Mateo County

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5869, Fax: (510) 817-5848; E-mail inquiries may be directed to cverdin@mtc.ca.gov.

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Christina Verdin, Transit Coordinator
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

The MTC Project Manager is the sole source of contact for inquiries related to this RFP. Proposers for this project are requested not to contact the operators for information regarding performance audits or this RFP.

Scope of Work, Schedule and Budget

A preliminary scope of work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP.

The contract resulting from this RFP will have the term of approximately three (3) years, beginning in December 2012 or January 2013 and ending on December 31, 2015. The audits of the transit operators, along with the audit of MTC, are divided into three tasks, as follows:

Task 1 – Transportation Development Act (TDA) Triennial Audits – California Public Utilities Code Section 99246 requires that transportation planning agencies, such as MTC, designate independent entities to conduct performance audits of their activities and of the activities of each transit operator to whom they allocate funds under Article 4 of the Transportation Development Act (TDA). These audits are required triennially and are to be submitted to the State of California. For this part of the work scope, the consultant shall be expected to conduct the required TDA performance audits of MTC activities and of the activities of each transit operator to whom MTC allocates funds under Article 4 of the TDA. The purpose of the audits is to systematically evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited.

Task 2 - Regional Measure 2 Program Performance Review (RM2) – For this part of the work scope, the consultant shall be expected to perform a performance measure analysis of transit operations projects that are identified in the Regional Traffic Relief Plan of Regional Measure 2.

Task 3 – Other Performance Review Professional Services – For this part of the work scope, the consultant may be asked to assist in reviewing progress in implementing or establishing Productivity Improvement Program Projects based on past TDA audits, specific agency standards, goals, and objectives, and recommendations from the MTC Transit Sustainability Project, MTC Resolution No. 4060. The consultant may be asked to provide the following types of services, including but not limited to: peer group performance and/or cost comparison; best practice review and synthesis for transit efficiency; independent assessment of cost reform options and review of current standards, goals, and objectives; recommendations on region-wide performance metrics; or recommendations on specific projects or progress in implementing Productivity Improvement Program Projects consistent with the Transit Sustainability Project, MTC Resolution 4060.

A budget not to exceed six hundred fifty thousand dollars (\$650,000) has been established, broken down as follows:

- For the TDA performance audit work, the estimated budget for each of the three years of the proposed contract is \$62,000 in year one, \$55,000 in year two, and \$63,400 in year three, for a total of \$180,400;
- For the RM2 Operating Program performance review work, the estimated budget for each of the three years is \$56,650 for a total of \$169,950; and
For the Other Performance Review Professional Services task, the total estimated budget is up to \$299,650. Sub-tasks under this task shall be separately negotiated and specified in the individual task orders.

The contract, if awarded, will be firm fixed price for Tasks 1 and 2, with payments made on the basis of receipt by MTC of satisfactory deliverables. For Task 3 all work will be assigned pursuant to MTC-initiated task orders, which will include a specific scope of work based on the tasks identified in *Appendix A, Scope of Work*. Payment for work performed under 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 Attachment A-2, Task Order Process to *Appendix D, MTC Standard Consultant Agreement*.

Proposer's Conference

A proposer's conference will be held at 10:00 a.m. on Monday, September 17, 2012, in the MTC 3rd Floor Fishbowl Conference Room, at 101 Eighth Street, Oakland, California.

Notice of Addenda and Requests for Clarification/Exceptions

Any addenda to this RFP 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 RFP provisions, including to any MTC standard contract provisions, must be received no later than 4:00 p.m., September 19, 2012 to guarantee consideration. Proposers are required to submit such requests on the form provided in *Appendix E, Requests for Exceptions or Modifications*. Contact the MTC Project Manager for an electronic copy of *Appendix E*.

Conflict of Interest Policy

A conflict of interest in the performance audits contract may exist if, on the date of issuance of this RFP, the proposer has a current or pending contract or subcontract (not including the current transit performance monitoring program contract) with the entity to be audited or its governing body. **If a Consultant has an existing or pending contract (not including MTC's current transit performance monitoring program contract) with MTC, it cannot be considered as a prime contractor for this audit contract.**

If a Consultant wishes to submit a proposal but has a current or pending contract or subcontract with one or more of the operators to be audited, the Consultant must fully delegate the individual audit to a subcontractor who does not have a conflict of interest with the entity being audited. In

the event that this is done, the Consultant shall have no review authority over the subject matter of the audit.

Additional information concerning MTC's conflict of interest policy for performance audits is detailed in Section III of the RFP.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

The schedule for the Consultant selection process is as follows:

Monday, September 17, 2012, 10:00 a.m.	Proposer's Conference
Wednesday, September 19, 2012, 4:00 p.m.	Closing Date for receipt of requests for clarifications/exceptions
No later than one (1) week prior to the date proposals are due	Closing date for protest of RFP provisions (see RFP Section VI.E)
Thursday, October 4, 2012, 4:00 p.m.	Closing Date and Time for receipt of proposals
Week of October 22nd, 2012	Interviews (if necessary)
Wednesday, November 14, 2012	MTC Administration Committee Review
December 3, 2012 (approximate)	Execution of Consultant Contract

General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting a proposal.

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

A copy of MTC's contract provisions is enclosed for your reference as *Appendix D*. 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 proposal.

The selected will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. By submitting an proposal, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1*, Insurance Requirements within ten (10) days of 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 RFP 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 an evaluation conducted by the selection panel, the Executive Director will recommend a Consultant or Consultant Team to the MTC Administration Committee, which will commit to the expenditure of funds in connection with this RFP. Thank you for your participation.

We appreciate your interest in this RFP and look forward to receiving your proposal.

Sincerely,



Ann Flemer
Deputy Executive Director, Policy

AF: CV

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REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for the

TRANSIT PERFORMANCE MONITORING PROGRAM

September 10, 2012

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

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I. BACKGROUND

A. TDA Performance Audits

California Public Utilities Code Section 99246 requires that transportation planning agencies, such as MTC, designate independent entities to conduct performance audits of their activities and of the activities of each transit operator to whom they allocate funds under Article 4 of the Transportation Development Act (TDA). The purpose of the audits is to systematically evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited. These audits are required triennially and are to be submitted to the State of California.

The performance audits will determine if the audited agency has:

- Complied with pertinent laws and regulations;
- Established goals and objectives for its activities and programs,
- Developed standards to measure agency performance,
- Achieved desired program results, and
- Conducted its activities and utilized its resources in an efficient and economical manner.

MTC and the transit operators are audited in a three-year “round”: over the three year term of the proposed contract, the performance of MTC and all of the transit operators receiving TDA assistance from MTC will be audited by the selected Consultant or team.

B. Regional Measure 2

On March 2, 2004, voters passed RM2, raising the toll for all vehicles on the seven State-owned toll bridges in the San Francisco Bay Area, with auto tolls increasing by \$1.00. This extra dollar is to fund various congestion-reducing transportation projects within the region making improvements to travel in the toll bridge corridors. MTC administers the implementation of RM2. The Bay Area Toll Authority (BATA) funds the RM2 projects and is responsible for transferring bridge toll funds to MTC for allocation by the MTC Commission. MTC has developed policies and procedures for the administration of the RM2 projects, adopted as MTC Resolution 3636, Revised. Project sponsors and/or implementing agencies are the responsible agencies for making operating decisions on the individual RM2 operating projects.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

A preliminary scope of work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP.

The contract resulting from this RFP will have the term of approximately three years, beginning in December 2012 or January 2013 and continuing through December 31, 2015. The audits of the transit operators, along with the audit of MTC, are divided into three tasks, as follows:

Task 1 – Transportation Development Act (TDA) Triennial Audits – For this part of the work scope, the consultant shall be expected to conduct the required performance audits of MTC activities and of the activities of each transit operator to whom MTC allocates funds under Article 4 of the TDA. The purpose of the audits is to systematically evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited.

Task 2 - Regional Measure 2 Program Performance Review (RM2) – For this part of the work scope, the Consultant shall be expected to perform a performance measure analysis of transit operations projects that are identified in the Regional Traffic Relief Plan of Regional Measure 2.

Task 3 – Other Performance Review Professional Services – For this part of the work scope, the Consultant may be asked to assist in reviewing progress in implementing or establishing Productivity Improvement Program Projects based on past TDA audits, specific agency standards, goals, and objectives, and recommendations from the MTC Transit Sustainability Project, MTC Resolution No. 4060. The consultant may be asked to provide the following types of services, including but not limited to: peer group performance and/or cost comparison; best practice review and synthesis for transit efficiency; independent assessment of cost reform options and review of current standards, goals, and objectives; recommendations on region-wide performance metrics; or recommendations on specific projects or progress in implementing Productivity Improvement Program Projects consistent with the Transit Sustainability Project, MTC Resolution 4060.

A budget not to exceed \$650,000 has been established, broken down as follows:

- For the TDA performance audit work, the estimated budget for each of the three years of the proposed contract is \$62,000 in year one, \$55,000 in year two, and \$63,400 in year three, for a total of \$180,400;
- For the RM2 Operating Program performance review work, the estimated budget for each of the three years is \$56,650 for a total of \$169,950; and
- For the Other Performance Review Professional Services task, the total estimated budget is up to \$299,650. Sub-tasks under this task shall be separately negotiated and specified in the individual task orders.

III. CONFLICT OF INTEREST POLICY – TDA Audits

A conflict of interest in the performance audits contract may exist if, at the date of issuance of this RFP, the proposer has a current or pending contract or subcontract with the entity to be audited or its governing body. **If a Consultant has an existing or pending contract with MTC (not including MTC’s current transit performance monitoring program contract), it cannot be considered as a prime contractor for this audit contract.**

The governing bodies of the entities to be audited are: the Boards of Directors of the Santa Clara Valley Transportation Authority (“VTA”), the Alameda-Contra Costa Transit District (“AC Transit”), the San Mateo County Transit District (“SamTrans”), the Bay Area Rapid Transit District (“BART”), the Golden Gate Bridge, Highway and Transportation District (“Golden Gate Transit”), the Central Contra Costa Transit Authority (“County Connection”), the Western Contra Costa Transit Authority (“WestCAT”), the Eastern Contra Costa Transit Authority (“Tri Delta Transit”), the Livermore/Amador Valley Transit Authority (“LAVTA”), the Napa County Transportation Planning Agency (“The Vine”), Solano County Transit (“Soltrans”); the San Francisco Municipal Transportation Agency Board of Directors in the case of the San Francisco Municipal Railway (“Muni”), the Sonoma County Board of Supervisors in the case of Sonoma County Transit; the city councils of the cities of Petaluma (for “Petaluma Transit”), Santa Rosa

(for “City Bus”), Union City (for “Union City Transit”), Fairfield (for “Fairfield And Suisun Transit”), Dixon (for “Readi-Ride”), Rio Vista (for “Delta Breeze”), and Vacaville (for “City Coach”), and the Commission of the Metropolitan Transportation Commission (not including the current Transit Performance Monitoring contract). Please note for Soltrans, a review of information related to the City of Vallejo (“Vallejo Transit”) and the City of Benicia (“Benicia Transit”) may be necessary to complete the audit.

If a Consultant wishes to submit a proposal but has a pending or current contract or subcontract with one or more of the operators to be audited, the Consultant must fully delegate the individual audit(s) to a subcontractor(s) who does not have a conflict of interest with the entity being audited. In the event that this is done, the Consultant shall have no review authority over the subject matter of the audit.

The proposer awarded the performance audit contract by MTC may bid on other MTC contracts during the three-year term of the contract. However, the performance audit contract would be taken into consideration during the evaluation to determine the potential for an actual or apparent conflict of interest between the performance audit contract and the new project the Consultant proposes to perform. Thus, obtaining the performance audit contract may adversely affect a firm’s competitive standing in future Consultant selections.

IV. FORM OF PROPOSAL

Proposals should be thorough and complete. Although no page limitation will be imposed, clarity and terse expression are essential and will be considered in assessing the proposers' capabilities.

In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

A. Transmittal Letter

A transmittal letter must be signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person, if different from the signatory. The transmittal letter should also include a statement that the proposal is a binding offer to contract in accordance with the terms of this RFP for sixty (60) days.

B. Title Page

The title page should show the RFP subject, the name of the proposer’s firm, proposer’s mailing address, proposer’s telephone number, the name of the proposer’s contact person, and the date.

C. Table of Contents

The table of contents should include a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken. In addition to demonstrating understanding of the role and function of a

transit operator, the proposal should demonstrate sufficient understanding of the role and function of a regional transportation planning agency and metropolitan planning organization and provide on the proposed audit team individuals who are knowledgeable of and have experience in auditing the performance of this type of organization.

The Overview and Summary should include, but is not limited to, the following:

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

E. Detailed Work Plan for Tasks 1 and 2

1. Discuss how the Consultant will conduct Tasks 1 and 2 of the Program, identify deliverables, and propose a preliminary schedule. The description of the proposed approach to performing the project should fully discuss the tasks in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks, subtasks, and important milestones. Note: The selected Consultant, in consultation with the MTC Project Manager, will develop a final work plan and schedule.
2. Provide a detailed staffing plan for Tasks 1 and 2 and their subtask. Identify all staff by name and the specific tasks for which each individual will be responsible.
3. Describe approach to managing resources and quality results, including a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised. Describe response mechanisms for dealing with problems and MTC concerns.

F. Qualifications and References

1. Provide brief resumes (one page maximum) for each key staff person assigned to the project, summarizing the individual's training and experience relevant to this project. Include resumes for key subcontractor personnel, as well.
2. Provide a brief description (one page maximum) of any previous projects similar in size and scope to the services requested herein *Appendix A, Scope of Work*, indicating the project title, timing, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Please include the name of the contact person, agency for whom the work was performed, telephone number, e-mail, and year that the work was done. References may be checked for one or more of the final candidates.
3. List any contracts with MTC or any of the audited transit operators entered into by the Consultant or any of its subconsultants in the past three years, including a brief description of the scope of work, the contract amount, date of execution, and the agency.
4. Proposer must demonstrate that the Consultant or Consultant team has successfully completed at least three (3) projects within the seven (7) years prior to the date of this RFP substantially similar to one or more tasks requested by MTC in Task 3 of the scope of work. Lead staff submitted for Task 3 shall have held a similar role in at least two (2) projects within five (5) years from the date of this RFP. Demonstrate that the Consultant

or Consultant team meets the above stated minimum consultant qualifications for Task 3 of this RFP.

5. Provide at least one sample of a written report prepared by key members of the Consultant team, identifying the authors. Only one copy is required, and the sample will be returned after proposal evaluation, upon request. Reports on projects similar in size and scope to the services requested herein *Appendix A*, Scope of Work, would be beneficial.

G. Description of Current and Pending Contracts with MTC and Operators to be Audited

The proposer shall list any current or pending contracts or subcontracts with MTC, an audited transit operator, or the governing board of such operator, as of the date of this RFP. MTC will review this information for potential conflicts of interest (See Section III, Conflict of Interest Policy, for a description of the prohibited interests).

H. Cost Proposal

Provide a full description of the expected expenditures of funds for Task 1 and 2 of *Appendix A*, Scope of Work. The cost proposal should include, but not be limited to, a task budget, a line item budget, and billing rates.

1. The task budget for each task should present a breakdown of hours and expenses by subtask and deliverable. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. The line item budget should present a breakdown of costs for Tasks 1 and 2 combined by cost categories, key personnel and job classifications. The line item budget should be set forth on the Cost and Price Analysis Form attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed subconsultants with contracts estimated to exceed \$25,000. (The Cost and Price Analysis Form is requested for evaluation purposes only. Payment for tasks 1 and 2 will be firm fixed price with payment made on the basis of receipt by MTC of satisfactory deliverables.)
3. Fully loaded hourly rates for key personnel, which may be used for payment of task orders under Task 3. Indicate rates over the three (3) year period of the contract.

I. California Levine Act Statement

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

J. Insurance

Submit a signed Insurance Provisions document (*Appendix D-1*).

V. PROPOSAL EVALUATION

A. Initial Evaluation

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 in *Section III, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

Responsive proposals will then be evaluated by a panel of MTC staff and representatives from the transit operators to be audited, on the basis of the following evaluation factors, listed in order of relative importance:

- Individual project staff and firm qualifications and experience with performance audits, particularly transportation agency audits, public transit, transportation planning, and the issues and functional area(s) to be analyzed;
- Understanding of the purpose and requirements of the project and approach to conducting and completing the project, including but not limited to: proposed work plans and schedules; strategy for managing resources, including subcontractors' personnel and project output; and approach to dealing with project challenges or obstacles;
- Resource allocation (personnel and expenditures), in terms of quality and quantity, to key tasks, including the hours and appropriateness of personnel assigned to each task;
- Cost effectiveness; and
- Writing ability.

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular proposer (with or without interviews), or to interview the “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any interviews. A proposer on the “short list” invited to participate in an interview will be expected to provide a presentation limited to 15 minutes consisting of an overview of its approach to the Project.

MTC reserves the right not to convene oral interviews, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

B. Recommendation of Consultant

The panel will recommend a Consultant or Consultant team to the MTC Executive Director, based on their evaluation of the written proposals and oral interviews (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Administration Committee for approval.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above. MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of sixty (60) days after the date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The selected Consultant will be expected to execute a contract similar to MTC Standard Consultant Agreement, which is summarized in *Appendix D*.

Particular attention should be paid to MTC's indemnification and insurance requirements, detailed in *Appendix D* and *Appendix D-1*, respectively.

Requests for exceptions or modifications to provisions of the RFP, including appendices, must be brought to MTC's attention no later than the date for specified in the Letter of Invitation. If exceptions or modifications to RFP provisions are requested, the Proposer must electronically submit *Appendix E, Requests for Exceptions or Modifications*. Contact the MTC Project Manager for an electronic copy of *Appendix E*. 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 submitted to MTC no later than the deadline for protests of RFP provisions in the Letter of Invitation. If such objections are not submitted by the deadline for protests, concurrence by the Proposer with all material provision of the RFP will be assumed.

The contract payment terms for Tasks 1 and 2 will be lump sum (firm fixed price) with payment made on the basis of receipt by MTC of satisfactory deliverables. For Task 3 all work will be assigned pursuant to MTC-initiated task orders, which will include a specific scope of work based on the tasks identified in *Appendix A, Scope of Work*. Payment for work performed under 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 Attachment A-2, Task Order Form to *Appendix D, MTC Standard Consultant Agreement*.

E. Selection Disputes

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

1. No later than one (1) week prior to the date Proposals are due, for objections to RFP 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 Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the appropriate MTC Committee, no later than three (3) working days after receipt of the written response from the MTC Executive Director. The appropriate MTC Committee's decision will be the final agency decision.

Authorization to award a contract to a particular Contractor by the appropriate MTC Committee 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 Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the appropriate MTC Committee's decision.

F. Public Records

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

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall require that MTC withhold from disclosure such proprietary materials by marking each page containing propriety information as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If a contract is awarded to the proposer submitting this proposal, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

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

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request. If the Proposal requests that MTC withhold such data from disclosure and MTC complies with the Proposer’s request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify MTC and hold it harmless from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting such Proposer information) and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees, or agents in connection with such disclosure.

APPENDIX A,
SCOPE OF WORK

I. GENERAL

The services to be performed by the selected Consultant (herein referred to as “Consultant”) consist of the following three projects:

1. TDA Triennial audits of MTC and transit operators;
2. RM2 Operating Program Performance Review; and
3. Other performance review professional services.

For this effort, the Consultant will report to the MTC Project Manager, who may establish one or more direct contacts with the project management staff in MTC’s Programming and Allocations Section.

A Description of MTC is attached as *Appendix A-1*, Special Considerations for Audits of Small Operators, is attached as *Appendix A-2*, and a Sample RM2 Operating Project Review Report is attached as *Appendix A-3*.

A. Implementation Schedule for TDA Triennial Audits

The contract resulting from this RFP for the Triennial Audits under Task 1 will cover audits for a three Fiscal-Year (FY) period. The audit of MTC will occur with the first of three groups audited. The audits of the transit operators are divided into three groups, with the audits for each conducted as follows:

Group 1: Year One Audits

Covering Audit Period FYs 2009-10, 2010-11 and 2011-12

Audited Entities:

MTC, San Francisco Municipal Transportation Agency (“Muni”); Santa Clara Valley Transportation Authority (“VTA”); Livermore Amador Valley Transit Authority (“LAVTA”); City of Union City (“Union City Transit”); City of Fairfield (“Fairfield And Suisun Transit”).

Completion Date: June 2013

Group 2: Year Two Audits

Covering Audit Period FYs 2010-11, 2011-12 and 2012-13

Audited Entities:

Alameda Contra Costa Transit Authority (“AC Transit”) and “East Bay Paratransit;” San Francisco Bay Area Rapid Transit District (“BART”); Central Contra Costa Transit Authority (“County Connection”); County of Sonoma (“Sonoma County Transit”); City of Santa Rosa (“City Bus”); and City of Petaluma (“Petaluma Transit”).

Completion Date: June 2014

Group 3: Year Three Audits

Covering Audit Period FYs 2011-12, 2012-13 and 2013-14

Audited Entities:

Golden Gate Bridge, Highway and Transportation District (“Golden Gate Transit”); San Mateo County Transit District (“SamTrans”); Solano County Transit (“Soltrans”); Eastern Contra Costa Transit Authority (“Tri Delta Transit”); Western Contra Costa Transit Authority (“WestCAT”); Napa County Transportation Planning Agency (“the Vine”); City of Vacaville (“City Coach”); City of Dixon (“Readi-Ride”); and City of Rio Vista (“Delta Breeze”).
Completion Date: June 2015

B. *Implementation Schedule for the RM2 Operating Program Performance Review*

The contract resulting from this RFP will cover RM2 Operating performance reviews for the previous Fiscal-Year (FY) period. The scope of work under Task 2 describes a series of tasks related to development and implementation of the MTC RM2 Operating Program Performance Review. The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative.

C. *Project Deliverables*

All references to written deliverables in this scope of work include one draft and one final version, unless otherwise specified. All draft deliverables will be reviewed and commented on by MTC with comments to be integrated into the final deliverable. A minimum of two (2) weeks is necessary to review any draft written deliverable prior to finalization. Final deliverables shall be completed three (3) working days after Consultant’s receipt of final MTC comments, unless otherwise noted. In addition to hard copies, and electronic versions of each draft and final deliverable shall be transmitted to the MTC Project Manager.

II. SCOPE OF WORK

TASK 1: TDA TRIENNIAL AUDIT OF MTC AND OF THE TRANSIT OPERATORS

A. *General*

California Public Utilities Code Section 99246 requires that transportation planning agencies, such as MTC, designate independent entities to conduct performance audits of their activities and of the activities of each transit operator to whom they allocate funds under Article 4 of the Transportation Development Act (TDA). The purpose of the audits is to systematically evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited. These audits are required triennially and are to be submitted to the State of California. The performance audits will determine if the audited agency has complied with pertinent laws and regulations. Chapter VI of the Supplement, “Final Audit Report Format,” provides details regarding the report preparation for transit operator performance audits, and should serve as the guide for the final MTC performance audit report.

The scope of work consists of:

1. A pre-audit consultation, audit survey and detailed audit of MTC, as outlined in Tasks 1.1, 1.2 and 1.3.

2. A pre-audit consultation and Compliance Audit for all TDA eligible transit operators as outlined in Tasks 1.3 and 1.4.

The Compliance Audit is based on an analysis of the five required TDA performance indicators and the operator's compliance with various requirements of TDA law. Upon completion of the fiscal year groups of audits, the MTC Project Manager and the management of the audited operators will evaluate the Consultant activities in order to determine if any revisions should be made to the scope of work for the next fiscal year group of audits. A notice to proceed with the next fiscal year group of audits will be issued by the MTC Project Manager upon completion of the evaluation.

B. Background for the TDA Triennial Audit of MTC

An overview of MTC's organization, functions and responsibilities is included in this RFP as *Appendix A-1, Description of MTC*. Also included in *Appendix A-1* is a list of documentation to be reviewed and external entities to be contacted in the course of conducting the audit. An overview of the organization can be found in the Statistical Summary of Bay Area Transit Operators for Fiscal Years 2006-07 through 2010-2011, which can be located online at http://www.mtc.ca.gov/library/statsum/StatSumm_2011.pdf.

C. Background for the TDA Triennial Audit of the Transit Operators

The compliance audits of transit operators in the MTC region shall consist of a systematic review to determine the extent to which operators of public transit systems have complied with pertinent laws and regulations. For the Technical Memorandum – Audit Survey, an evaluation shall be made of the goals, objectives and standards established for the organization and the auditor shall make recommendations to improve cost effectiveness and service. The audits of the transit operators pertain to both fixed route and demand responsive operations, whether operated directly or operated under contract.

D. References and Available Resources

A variety of reference materials including MTC's Transit System Performance Audit Guidebook and Supplement are on reserve at the MTC-ABAG Library:

- The MTC Transit System Performance Audit Guidebook ("Guide") was developed in two volumes in 1979 to assist consultants conducting performance audits of transit operators in the MTC region. A supplement to the Guide ("Supplement") was developed to provide updated assistance to Consultants, and supersedes Volume I of the Guide. The Supplement describes the process for performance audits of transit operators and is reflected in the scope of work contained in *Appendix A*. Volume II of the Guide contains sample audit work programs, questions and performance measures and indicators that may be useful to the consultant. The Supplement and Volume II of the Guide are available for review at the MTC-ABAG Library, or will be sent by mail upon request submitted to the MTC Project Manager.
- The Statistical Summary of Bay Area Transit Operators for Fiscal Years 2006-07 through 2010-2011 as well as copies of operators' Productivity Improvement Programs and prior year's Performance Audits are on reserve at the MTC-ABAG Library. The

Statistical Summary of Bay Area Transit Operators for Fiscal Years 2006-07 through 2010-2011 provides a detailed profile of the Bay Area transit operators that will be the subjects of the audit.

- MTC Resolution 4060 approves performance measures and targets and recommendations of the Transit Sustainability Project completed in May of 2012. Resolution 4060 can be found at http://www.mtc.ca.gov/planning/tsp/RES-4060_approved.pdf.

Task 1.1 Audit Survey of MTC

The Consultant shall perform an Audit Survey, which is intended to provide the Consultant with a thorough overview of MTC's goals and objectives, functions, programs, activities, and management control systems. During the survey, the Consultant should identify potential issues for further evaluation during the detailed audit.

There are eight major activities that should be completed by the Consultant during the Audit Survey:

- 1) Conduct preliminary activities;
- 2) Collect documentation;
- 3) Contact external entities;
- 4) Review documentation;
- 5) Meet with MTC's Administration Committee, Executive Director, Executive Management and staff;
- 6) Determine audit focus;
- 7) Develop scope of work and tailor audit procedures; and
- 8) Define audit requirements and schedule.

Appendix A-1, Description of MTC, of this RFP includes a list of the documentation that the Consultant should collect and the external entities that the Consultant should contact as part of the Audit Survey.

The Consultant shall prepare a written report documenting its findings from the Audit Survey. The Consultant shall then make an oral presentation of its findings and present them to MTC staff and MTC's Administration Committee. Based on the findings and guidance contained in Chapter VI of the Supplement, "Final Audit Report Format," a scope of work and audit plan will be finalized for Task 1.2 -- Detailed Audit of MTC.

Task 1.1 Deliverables: Written Report; Written Materials for Presentation; Scope of Work and Audit Plan

Completion Date: January 2013

Task 1.2 Detailed Audit of MTC

The Consultant shall accomplish the performance audit of MTC. In analyzing MTC's past activities, the Consultant should examine four separate but related areas of agency performance:

- Compliance Did MTC accomplish the tasks it is required to accomplish? Did MTC accomplish those tasks it committed itself to accomplish?
- Work Performance How well did MTC perform these tasks? Were MTC's products effective in achieving their purpose and did they represent an efficient use of resources?
- Management Performance Did MTC's Commission and management develop an effective and efficient management plan? Were available resources effectively organized and allocated to best achieve MTC's goals and objectives?
- Regional Impact To what extent has MTC had an impact on the development and performance of the regional transportation system?

The audit should present a reasonable picture of how MTC is performing in all four areas. However, depending on findings made during the Audit Survey, the Detailed Audit may focus on certain areas more than others. Such decisions should be discussed thoroughly with the MTC Project Manager and MTC Executive Management prior to finalizing the scope of work and audit plan for the Detailed Audit.

A balanced perspective should be maintained throughout the audit process, wherein agency achievements as well as potential areas for improvement are highlighted.

The Consultant shall prepare draft and final performance audit reports.

Task 1.2 Deliverables: Draft and Final Performance Audit Reports; and any and all working papers which supply data, analyses, or other relevant information supporting the conclusions and recommendations made in the draft and final reports.

Completion Date: June 2013

Task 1.3 Pre-Audit MTC and Transit Operator Consultation

At the beginning of each audit cycle, MTC will notify in writing each of the operators to be audited during the fiscal year. Prior to the beginning of each audit, the Consultant is required to schedule and conduct an audit entrance conference with MTC and the operator's management to discuss the scope of work and the schedule for the audit; and to identify any particular areas of concern that should be addressed. The entrance conference is to be held at the operator's offices. A final work plan should be developed based on comments received at the entrance conference. The MTC Project Manager must approve the audit work plan prior to the commencement of the audit.

The audit work plan will account for the different reviews necessary to conduct audits for the largest six (6) versus the other transit operators.

Task 1.3 Deliverable: Audit Work Plan

Completion Date: January 2013

Task 1.4 and 1.5 TDA Compliance Audit – All Operators

The compliance audit serves to verify the following five performance indicators, as required under Public Utilities Code (PUC) Section 99246(d) and defined in PUC Section 99247 of the TDA:

1. Operating Costs Per Passenger;
2. Operating Cost Per Vehicle Service Hour;
3. Passengers Per Vehicle Service Mile;
4. Passengers Per Vehicle Service Hour; and
5. Vehicle Service Hours Per Employee.

The Consultant is required to: (a) review and assess the operator's methods for collecting and reporting input variable data (i.e., validity, reliability); and (b) calculate the five TDA-mandated performance indicators using verified input variable data. (Note: PUC Section 99246(d) requires a three year trend; however, MTC requires that the trend depict the three FY's of the audit period and the preceding three FY's using data from the prior triennial performance audit of the operator. The trend analysis applies to fixed route and demand responsive services, whether directly operated or operated under contract.) In addition to this data, MTC requires the Consultant to track the annual change in component costs (labor, services, fuel, etc.) for the last six (6) years. This data is requested to better understand the cost drivers of each operator's total annual expenditures.

Base data for computing the performance indicators should be derived from the National Transit Database reports for the operators that are federal grantees; for other operators the Consultant should use "prior year actual" data from the MTC TDA-STA claim application submitted annually by the operator.

The Consultant is required to verify that that the operator's financial and service records are kept in accordance with the Uniform System of Accounts, and to review and assess the operator's compliance with each of the requirements listed in Figure 1 below.

The product of the Compliance Audit is a Preliminary Report on the trends in the five TDA performance indicators, and the results of the Consultant's review and assessment of the operator's compliance with the requirements listed in Figure 1. The Consultant is required to transmit one electronic copy and bound copies of the Compliance Audit Preliminary Report to the operator's management (number of copies to be agreed upon by the Consultant and the operator's management) and to the MTC Project Manager (one electronic report and one copy). The Preliminary Report should include:

- Appropriate graphic depictions of the six-year trends in the performance indicators and in the input variables (e.g., line graphs for performance indicator trends; tables for input variables). The trend analysis must reflect cost components adjusted for inflation, and also reflect cost components not adjusted for inflation, using the Bay Area Consumer Price Index for each of the six years of the trend. The intent is to identify where inflation has had an impact on performance trends;

- Appropriate graphic depictions of the annual change in component costs (labor, services, fuel, etc.) for the last six years. This data is requested to better understand the cost drivers of each operator’s total annual expenditures.
- The Consultant’s commentary and conclusions pertaining the trend analysis;
- The Consultant’s commentary and conclusions pertaining to the operator’s data collection and reporting procedures, including any of the operator’s accounting policies and practices which could materially affect the reliability of the data (e.g., capitalization of certain operating expenses);
- The Consultant’s commentary and conclusions pertaining the operator’s use of the Uniform System of Accounts; and
- The Consultant’s commentary and conclusions pertaining to the operator’s compliance with each of the requirements listed in Figure 1.

Figure 1 Performance Audit Compliance Checklist for Transit Operators
PUC 99251; The California Highway Patrol (CHP) has, within the 13 months prior to each TDA claim submitted by an operator, certified the operator's compliance with Vehicle Code Section 1808.1 (pull notice program) following a CHP inspection of the operator's terminal.
PUC 99264; The operator does not routinely staff public transportation vehicles designed to be operated by one person with two or more persons.
PUC 99314.5(e)(1)(2); If the operator receives STA funds, the operator is not precluded by contract from employing part-time drivers or from contracting with common carriers.
PUC 99155; For any operator who received TDA Article 4 funds, if the operator offers reduced fares to senior citizens and disabled persons, applicant will honor the federal Medicare identification card, the California Department of Motor Vehicles disability ID card, the Regional Transit Connection Discount Card, or any other current identification card issued by another transit operator that is valid for the type of transportation service or discount requested; and if the operator offers reduced fares to senior citizens, it also offers the same reduced fare to disabled patrons.
PUC 29142.4, Govt. Code 66516, MTC Res. Nos. 2310, 2927, 3866; The operator has current SB 602 "joint fare revenue sharing agreements" in place with transit operators in the MTC region with which its service connects, and has submitted copies of agreements to MTC.
PUC 99246 (d); The operator has an established process in place for evaluating the needs and types of the passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2(a). (Consultant should provide a brief description of the process and tools an operator uses to assess passenger needs, how often the service is evaluated and the procedures by which the operator reviews the results and responds.)

The Consultant should identify the operator’s goals and objectives, and related performance measures and standards. The Consultant should also identify the operator’s performance measures and standards relevant to sub-functional areas, such as those listed in Figure 2 on the following page. An operator’s goals and objectives, and related performance measures and

standards most likely are contained in the SRTP in effect during the audit period. However, goals and objectives, and related performance measures and standards can also be reflected in the operator’s internal management documents, and management reports to its governing body. The Auditor may also identify (and verify with the operator) any informal goals and objectives, and additional performance indicators used in practice.

The Auditor is required to evaluate the operator’s performance based on an analysis of the operator’s ability to meet its own internal performance standards, and on trend analyses of agreed upon functional area performance indicators, and on the basis of other information as warranted. The Auditor should investigate unfavorable trends in performance indicators, and work with the transit property to identify the likely causes.

Figure 2 Functional Areas of Transit Operators	
1. TRANSPORTATION OPERATIONS	<ul style="list-style-type: none"> • Service Delivery • Safety and Training
2. REVENUE VEHICLE MAINTENANCE	<ul style="list-style-type: none"> • Vehicle Effectiveness • Maintenance Activity Effectiveness • Maintenance Activity Efficiency
3. GENERAL MAINTENANCE	<ul style="list-style-type: none"> • Guideway and Station/Shop Maintenance • Power Distribution Systems Maintenance • Signal and Vehicle Control System Maintenance • Buildings, Grounds, and Equipment Maintenance • Non-Revenue Vehicle Maintenance
4. PLANNING AND MARKETING	<ul style="list-style-type: none"> • Service Planning and Market Analyses • Fare Policy • Scheduling • Public Relations and Advertising • Budgeting and Financial Planning • Capital Project Planning
5. GENERAL ADMINISTRATION	<ul style="list-style-type: none"> • Purchasing • Inventory Management • Risk Management and Insurance • Personnel Management and Labor Relations • Management Reporting and Administrative Services
6. MANAGEMENT AND ORGANIZATION	<ul style="list-style-type: none"> • Organizational Effectiveness • Management/Decision-Making Process

As part of the Compliance Audit, the Consultant is required to review and assess the operator's response to recommendations from its most recent TDA Triennial Performance Audit report. This review includes the Consultant's identification of the recommendations which served as the basis for MTC Productivity Improvement Program ("PIP") projects. The MTC Project Manager will provide the Consultant with copies of the PIPs covering the three fiscal year audit period.

The Consultant should review and assess the operator's implementation of its PIP projects, including, but not limited to, whether or not the implementation had the intended effect. The Consultant should compare the degree of implementation of the project to the progress reported by the operator on the "PIP Project Report" of the annual TDA-STA claim application submitted to MTC.

Any recommendation from the prior audit which was not developed as a PIP project during the ensuing three year period, or which was not otherwise fully acted on by the operator, is not to automatically be carried over by the Consultant as a recommendation in the audit performed under this RFP. Instead, the reason for a recommendation not being developed as a PIP project, or otherwise fully acted on by the operator must be ascertained, and the recommendation reconsidered by the Consultant based on the results of the audit conducted under this RFP, taking into account current circumstances and conditions. Specifically, the Consultant's interviews of the operator's management and key staff must address this review and assessment.

Under the final component of this work, the Consultant shall identify any potential key issues and audit recommendations. The key issues may be formulated as a result of conversations with operator and MTC staff, and/or as a result of the Compliance Audit findings.

Upon completion of the Compliance Audit, the Consultant will prepare a Draft Audit Report that presents the combined reviews, assessments, conclusions, commentary and recommendations from the audit. The Draft Final Audit Report will serve as the basis for an audit exit conference. The Consultant is required to schedule and conduct the exit conference with the operator's management and the MTC Project Manager to discuss the conclusions and recommendations contained in the Draft Final Audit Report. The exit conference is to be held at the operator's offices. The Consultant is required to transmit one electronic and bound copies of the Draft Audit Report to the operator's management (number of copies to be agreed upon by the Auditor and the operator's management) and to the MTC Project Manager (number of copies to be agreed upon by the Auditor and the MTC Project Manager).

The Consultant is required to consider comments received from the operator's management and/or the MTC Project Manager prior to issuing the Final Audit Report. Upon request by the operator or the MTC Project Manager, the Consultant is required to make an in-person presentation of the Final Audit Report to the operator's policy board.

The Audit Report must be formatted so that it presents a logical flow of information. The report format should be consistent with the Publication Standards for the Metropolitan Transportation Commission (available from the MTC-ABAG library), and with the format outlined in Chapter VI of the Supplement to the "MTC Transit System Performance Audit Guide," and shall include:

1. Cover and Title Page

The cover and title page must identify the report as: “[Draft or Final] Audit Report of the Triennial Performance Audit of [OPERATOR’S OFFICIAL NAME],” and include the three fiscal years which are covered by the audit, the name of the auditing firm, the statement “Prepared for the Metropolitan Transportation Commission,” and the month and year of publication.

2. Executive Summary

An Executive Summary of the compliance audit and audit results shall precede the formal report itself. This summary should extract the findings and recommendations of the audit and present them in such a way that their relative importance is clear. The findings and recommendations should cross-reference page numbers in the main report to enable a reader to easily locate additional information about items discussed in the summary.

3. Introduction

The main body of the report should start with an introduction, briefly stating the purpose of the audit and the content of the report. The introduction should include:

- A basic description of the operator and its services following the sample format in Figure 3, “Sample Format for the Description of a Transit Operator,” shown below;
- A brief description of the performance audit process, citing the legal requirements for conducting the audit; and
- A brief discussion of the structure and content of the report, including the topics covered in the Compliance Audit.

4. Results of the Compliance Audit

This section of the report should present the final TDA performance indicator analysis: both the graphic formats and the related narrative evaluation. This section should also include a narrative evaluation of the operator’s compliance with the TDA requirements, and with any other requirements specified in the audit scope of work, including conclusions, commentary and recommendations. Any recommendations must be well-substantiated by the content of this section. The report should include a statement that relative to system compliance testing, a finding must be reported regardless of materiality.

5. Results of the Review and Assessment of the Operator’s Response to Recommendations from its Most Recent TDA Triennial Performance Audit report

This section of the report should present the operator’s status in achieving its performance standards, and the related narrative evaluation, including conclusions, commentary and recommendations. This section should present the assessment of the operator’s progress in implementing prior audit recommendations: in graphic format (if appropriate) and in narrative form, including conclusions, commentary and recommendations. Any recommendations must be well-substantiated by the content of this section.

6. Conclusions and Recommendations

This section of the report should detail the final recommendations of the performance audit. For each recommendation, reference should be made to the conclusions and commentary presented in the Compliance Audit section of the report, which forms the basis for and substantiates the recommendation. Key issues that may merit more in-depth assessment should also be identified.

The Audit Report should be written so that in final form it will be easily understood by a variety of readers, including operator policy boards and management, and the general public who wish to understand the operator's primary operational issues generally review the audit report. It is important that the performance audit report is written in such a way that persons who may not have firsthand knowledge of the subject matter can understand the technical subjects addressed.

Figure 3
Sample Format for the Description of a Transit Operator

San Mateo County Transit District (SamTrans)

1250 San Carlos Ave., San Carlos, CA 94070 · tel. 650.508.6200

Establishment	Voter approval after enabling legislation was passed in 1974. Service commenced in 1975. Member of the Peninsula Corridor Joint Powers Board (JPB) which owns and operates CalTrain. SamTrans is the designated operator of CalTrain; staff provides planning, administrative, marketing and management support for CalTrain's operation and capital programs; sponsors BART service to and from Colma Station; and is a funding participant in the BART extension project to San Francisco Airport.
Board	Nine members; Jim Hartnett, chair. Five members are elected city and county officials, one is appointed by the board of supervisors, and three are appointed by the six members.
Facilities	Owens an administrative building in the City of San Carlos and three bus bases, two of which include maintenance facilities.
Service Data	<p>Fixed-route bus service in San Mateo County. Local and commute service provided along 83 bus routes, several of which extend from San Mateo County into Santa Clara and San Francisco counties. Provides service over the San Mateo Bridge and participates in a multi-operator consortium providing fixed-route service over the Dumbarton Bridge.</p> <p>"Redi-Wheels" complementary paratransit service provided under contract with the private sector. Subsidized taxi paratransit service also provided as part of its overall paratransit program. Provides one small bus to the Coastside Opportunity Center, a private non-profit paratransit operator to provide local trips on the County coast and to and from urbanized areas in San Francisco and San Mateo Counties.</p> <p>309 buses and 63 paratransit vehicles 57,801 average weekday fixed-route boardings 717 average weekday paratransit boardings</p> <p>(also include information about fares, hours and days of service...)</p>

Recent or Planned

Service Changes	(describe any service changes since last audit and any major planned service changes in the near future)
Staff	Employee positions: 636 district; 120 contract; Michael Scanlon, General Manager.*

**Where available, an organization chart should also be attached.*

Task 1.4 Deliverable: Preliminary Audit Report

Completion Date: Annually, with draft reports due to MTC in March/April of each year.

Task 1.5 Deliverable: Final Audit Report

Completion Date: Annually, with draft reports due to MTC in June of each year.

TASK 2 REGIONAL MEASURE 2 (RM2) OPERATING PROGRAM PERFORMANCE REVIEW

A. Background for Regional Measure 2 Operating Program Performance Review

The Consultant or Consultant team selected as a result of this RFP shall conduct a performance review of projects funded through the Regional Measure 2 Operating Program (RM2).

MTC has developed policies and procedures for the administration of the RM2 projects, adopted as MTC Resolution 3636, Revised. Project sponsors and/or implementing agencies are the responsible agencies for making operating decisions on the individual RM2 operating projects.

MTC's key objective for a project monitoring and reporting program for the RM2 operating program is to provide MTC and project sponsors with quantifiable measures on the performance of transit projects based on mandated performance measures. Consultant shall use the products of the project monitoring and reporting program to review project performance.

Pursuant to MTC Resolution No. 3636, Revised RM2 operating program project sponsors, transit operators, must submit Operating Assistance Proposals (OAPs). Operating program project sponsors must submit annual certifications of meeting performance objectives.

All project information required from the RM2 project sponsors to implement the program will need to be requested by the Consultant through MTC. Information made available to the Consultant may include, but is not limited to:

- Operating Assistance Proposal (OAPs)
- MTC Commission RM2 Allocation Resolutions
- Funding reimbursement data from MTC's accounting system
- Transit operator performance measure data specific to operating related allocations.
- MTC shall have access to the project data as collected, prepared, and compiled by the Consultant for this project.

All pertinent Consultant review and analysis work on the projects is to be included in the reports to MTC. The Consultant may represent progress through both textual and graphical representations with the approval of the MTC project manager. A sample of the report format is

provided as *Appendix A-3*. Note that the Consultant's expertise will be primarily targeted to identifying areas of risk in the following areas:

- Significant changes to project scope, cost, and schedule;
- Progress of the service in achieving performance objectives.

The prime responsibility for developing and implementing remedies to resolve those risks resides with the project sponsor.

Task 2.1: Review and Monitoring of Transit Operations Performance Measures

The Consultant shall assist MTC staff in assembling data from the transit operator financial and performance audits as well as other appropriate sources and reviewing annual performance of transit operators receiving operating assistance. The Consultant will prepare a summary report of transit performance, with a comparison to established performance measures.

The Consultant shall review transit operator performance data. The Consultant shall summarize the performance findings annually, with special emphasis on any operators who are unable to meet performance expectations as set by MTC's RM2 policies. If corrective action plans are developed by project sponsors, the Consultant shall evaluate those plans.

Deliverable 2.1: Draft Report on Annual Transit Operator Performance on RM2 Projects
Completion Date: Annually, with draft reports due to MTC 15 working days after September 30 of each year.

Deliverable 2.2: Final Report on Annual Transit Operator Performance on RM2 Projects
Completion Date: Annually, with final reports due to MTC 25 working days after September 30 of each year.

TASK 3: OTHER PERFORMANCE REVIEW PROFESSIONAL SERVICES

MTC may request, by Task Order, additional project and program management services outside the scope of Tasks 1 and 2. MTC will contact the Consultant in advance of issuing such a task order. Payment terms (either firm fixed price or hourly rates plus expenses with a not-to-exceed amount) shall be separately negotiated and specified in the individual task orders.

Pursuant to California Public Utilities Code (PUC) 99244, MTC is required to annually identify, analyze and recommend potential productivity improvements which could lower transit agency operating costs. The recommendations for improvements and productivity shall include, but not be limited to, those recommendations related to productivity made in the TDA performance audit conducted pursuant to PUC 99246.

As directed by the MTC Project Manager, for this part of the work scope, the Consultant may be asked to assist in reviewing progress in implementing or establishing Productivity Improvement Program Projects based on:

1. Agency Goals, Objectives and Standards established through Short Range Transit Plans or other agency adopted policy documents;
2. Past TDA audits
3. Recommendations from the MTC Transit Sustainability Project, MTC Resolution No. 4060.

Additionally, the Consultant may be asked to provide the following types of services, including but not limited to: peer group performance and/or cost comparison; best practice review and synthesis for transit efficiency; independent assessment of cost reform options and review of current standards, goals, and objectives; recommendations on region-wide performance metrics; or recommendations on specific projects or progress in implementing Productivity Improvement Program Projects and recommendations adopted in the MTC Transit Sustainability Project, MTC Resolution 4060.

Payment for work performed under 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 Attachment A-2, Task Order Form to *Appendix D, MTC Standard Consultant Agreement*.

Appendix A-1, Description of MTC

I. Authorities and Responsibilities

MTC is the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. Created by the state Legislature in 1970, MTC functions as both the Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Organization (MPO) for the Bay Area.

Over the years, state and federal laws have given MTC an increasingly important role in funding Bay Area transportation improvements. As the RTPA for the Bay Area, MTC is responsible for allocating and administering TDA and State Transit Assistance funds. Additionally, MTC administers certain local sales tax funds available to BART, AC Transit and Muni, and certain toll bridge funds available for transit capital purposes. In 1997, the state Legislature transferred to MTC (from Caltrans) the responsibility for administering the base \$1 toll from the Bay Area's seven state-owned toll bridges. A new entity, the Bay Area Toll Authority (BATA) was created for this purpose. BATA also oversees the Regional Measure 2 Traffic Relief Plan, which is funded by a voter-approved \$1 toll hike that went into effect on the region's state-owned toll bridges on July 1, 2004. With the passage of Assembly Bill 144 in 2005, BATA assumed responsibility for administering all toll revenue from the region's state-owned toll bridges. AB 144 also established a Toll Bridge Project Oversight Committee — consisting of BATA's executive director, the director of the state Department of Transportation, and the executive director of the California Transportation Commission — to manage the state Toll Bridge Seismic Retrofit Program, which includes construction of a new east span for the San Francisco-Oakland Bay Bridge.

To foster consensus on funding priorities, MTC created the Bay Area Partnership, a consortium made up of some three dozen transportation and environmental agencies with a stake in the region's future. With the cooperation of these partners, MTC programs state and federal funds available to the Bay Area.

With the authority over BATA has come the duty to oversee the efficiency and effectiveness of the region's transportation system. MTC monitors transit operators' budgets, conducts performance audits and adopts annual productivity/transit coordination improvement programs to ensure that the region's numerous bus, rail and ferry systems are in synch in terms of their routes, fares, transfer policies, schedules, passenger information and facilities. The region MTC serves is unique in that there are seven primary public transit systems as well as numerous other local transit operators, which together carry an average annual ridership of about 500 million. The combined annual operating budget of the transit agencies is nearly \$2 billion, placing this region among the top transit operating budgets in the nation. In addition, there are numerous specialized services for elderly and disabled travelers, some 20,000 miles of local streets and roads, 1,400 miles of highways, six public ports and three major commercial airports. The Bay Region includes nine counties and 101 cities. Over 7 million people reside within its 7,000 square miles.

To win state and federal support for regional priorities, whether in terms of funding or policy changes that may affect the Bay Area, MTC devotes considerable energy to advocacy efforts in both Sacramento and Washington.

In recent years, MTC also has added to its activities some “hands-on” projects to promote the efficient monitoring and operation of the regional transportation network. A pioneering, computer-based Pavement Management System developed by MTC staff is helping Bay Area cities and counties better maintain their local streets and roads. As the Service Authority for Freeways and Expressways (SAFE), MTC, in partnership with the CHP and California Department of Transportation (Caltrans), oversees the installation and operation of call boxes along Bay Area freeways and administers a roving tow truck service to quickly clear incidents from the region's most congested roadways. Through its Program for Arterial System Synchronization (PASS), MTC assists local jurisdictions with projects that help improve the safe and efficient operation of certain traffic signal systems and corridors.

A pioneer in new transportation technologies (referred to as intelligent transportation systems), MTC sponsors a number of high-tech programs to smooth commutes and take the kinks out of intersystem travel. The 511 Traveler Information System provides real-time traffic conditions via the phone and a companion Web site located at 511.org. The system relies on an elaborate data-gathering network that MTC and Caltrans have been installing along area freeways in recent years. The 511 Traveler Information System also serves transit riders, linking callers with the phone centers at every Bay Area transit agency and offering personalized transit trip planning via the Web. MTC has been testing a universal smart card for paying transit fares – known as Clipper® - on select transit systems and routes, and has paved the way for regionwide deployment of the smart card, beginning with AC Transit and Golden Gate Transit in 2006. And, acting in its role as BATA, MTC oversees the FasTrak® electronic toll collection system, which speeds motorists’ passage across all eight bridges in the region.

II. MTC Organization

MTC has 19 Commission members (16 voting and 3 non-voting members) appointed for four-year terms by local and regional governmental agencies throughout the region. Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara - the Bay Area's most populous counties - have two voting Commissioners each. Marin, Solano, Napa and Sonoma each have one, as do two regional entities: ABAG and the Bay Conservation and Development Commission (BCDC). Each of the three non-voting entities (the State Business, Transportation and Housing Agency; U.S. Department of Transportation, and the U.S. Department of Housing and Urban Development) has one representative.

An Executive Director is assisted by two Deputy Executive Directors. The Chair of the Commission heads the Commission and is voted upon by the Commission members. When fully staffed, MTC’s professional and support staff number approximately 130 employees, assigned to various departmental sections: Office of the Chief Financial Officer, Planning, Programming and Allocations, Legislation and Public Affairs, Administrative and Technology Services, Operations, Electronic Payments, the Bay Area Headquarters Authority, and the Office of the General Counsel.

Much of the Commission's work is initially performed in committees designated as Standing Committees, Special Committees and Advisory Committees. Standing Committees are composed solely of Commissioners. The task of each of the seven standing Committees relates to the operations of the Commission or to its basic organizational tasks as follows:

Administration Committee - Charged with the oversight of the general operations and performance of the agency. Specific tasks include the review of the agency operating budget and approval of fund allocations for contracts not delegated to the Executive Director.

Bay Area Toll Authority Oversight Committee - Considers matters related to the Toll Bridge Accounts and the Regional Measure 1 (RM 1) Bridge Improvement Program.

Programming and Allocations Committee - Reviews all applications for state or federal funds and recommends allocation of various state and federal funds among eligible claimants and applicants within the region.

Planning Committee - Develops the region's annual transportation work program and program budget. Reviews planning issues and proposes revisions to the Regional Transportation Plan (RTP) and coordinates the RTP to other regional plans. It also recommends approval of the annual Transportation Improvement Program (TIP).

Operations Committee - Considers matters related to transportation system management and operational activities.

Legislation Committee — Develops MTC's legislative proposals, policy positions on major legislative and regulatory proposals, and represents the Commission in the legislative process and oversees the Commission's public information and citizen participation program.

Executive Committee - Acts on matters of urgency brought before it by the Chair between Commission meetings and acts on other matters assigned by the Commission or Chair.

Advisory Committees are authorized by the Commission's enabling legislation and anticipate the participation of other interested individuals and public and private groups. These committees are established to assume responsibility for developing a particular element of the RTP, establish coordination with other regional agencies, or supervise the development of a specific task or program assigned to the Commission. Membership is not limited solely to Commissioners but depends upon the task to be performed by the Advisory Committee, and can involve the participation of private citizens or members of other public agencies. The Advisory Committees coordinate with the Commission through the Standing Committee appropriate for the type of policy being considered.

III. Documentation Review for MTC Performance Audit

The Consultant should request the documentation required for the audit of MTC, from MTC or other entities and operators. MTC management and staff will assist the Consultant in securing necessary, most current documentation, which should include:

- MTC policies, goals and objectives;
- MTC organization and staffing charts;

- Pertinent laws and regulations;
- MTC's Overall Work Program (OWP);
- Copies of management reports;
- MTC budget and annual reports;
- MTC procedural manuals;
- Previous performance audits or other reviews of the agency; and
- Key MTC products, including:
 - the Regional Transportation Plan (RTP)
 - the Transportation Improvement Program (TIP)
 - MTC Fund Application Manual
 - reports of special studies conducted within the past three years

IV. External Entities to be contacted

The Consultant should contact external entities interested in MTC and request their comments or concerns that may be addressed by the audit. Comments or requests for particular review must be provided in writing. Entities to be contacted should include, but not be limited to, the following:

Federal

- Federal Transit Administration
- Federal Highway Administration

Regional

- Association of Bay Area Governments
- Bay Conservation Development Commission
- Bay Area Air Quality Management District (BAAQMD)

State

- Caltrans (District 4 and Headquarters)
- California State Assembly (Transportation Committee)
- California State Senate (Transportation Committee)
- California Highway Patrol
- California Transportation Commission

Local

- Transit Operators
- Cities and Counties
- Paratransit Coordinating Councils
- Congestion Management Agencies
- Other members of the Bay Area Partnership

Appendix A-2, Special Considerations for Audits of Small Operators

Compliance audits are required of both multi-modal systems with more than 1000 vehicles and of one-vehicle, one-route operations. While the overall approach described in this supplement apply equally, in practice the focus and conduct of the audits of smaller scale systems must take into account their special needs and characteristics. Flexibility is allowed in determining the extent of the key issue analysis of the small operators. The audit process for small operators is described in detail below.

- **Compliance Audit**

The TDA performance measures analysis required under the compliance audit can be more challenging for small operations. The data management and reporting procedures are not sophisticated, often manual rather than computerized. The actual base data needed to construct the five TDA performance measures may not be systematically collected, may not conform to the formal TDA definitions, or in some cases, may not be available at all. Consequently, greater care must be taken to verify the validity and reliability of the data used to develop the performance measures.

However, once the Consultants are assured that the information is accurate, the performance measure analysis itself may prove more valuable for smaller scale systems. Compared to larger systems where many extraneous, intervening factors hinder the analysis, the reduced size and complexity of these operations often make it easier to identify the causes of observed trends. Therefore, if sound data are available to the Consultant, it may be useful to expand the performance indicator analysis beyond the five measures required under TDA law. The Consultant should discuss the possibility of an expanded analysis when setting the workscope with MTC.

- **Conduct of the Audit**

For small, municipally run systems, transit operations is often only one of many administrative responsibilities of the city or county.

Persons charged with various transit related tasks (e.g. data collection and reporting, finance, marketing) may be scattered throughout the city organization, and they are probably also responsible for many non-transit tasks. As a result, individuals dealing with transit functions may not possess extensive knowledge, and may have limited time to spend to address Consultant's questions, compared to the staffs of specific transit districts, authorities, or departments of large operations.

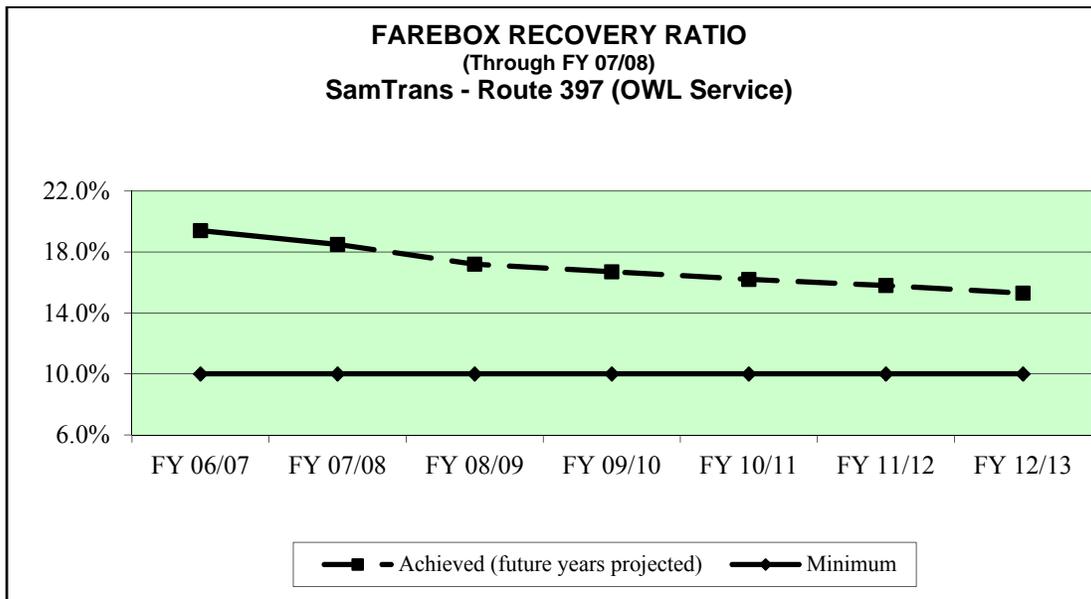
The Consultants should therefore take particular care to review the purpose and scope of the audit with city or county personnel, and identify the individuals within the administrative structure who are responsible for and will provide the needed information. This is especially critical in the case of contract services, where the private operator may possess data the city itself does not maintain. Consultants should also be considerate in defining terminology carefully, to assure that persons involved understand the nature of requests made of them. Early clarification should reduce unnecessary duplication of effort by both Consultants and city staff, and help to establish communication and cooperation between the two parties.

Appendix A-3, Sample RM2 Operating Project Review Report

**ANNUAL MONITORING REPORT for the
BAY AREA TOLL AUTHORITY for FY 07/08
REGIONAL MEASURE 2 OPERATING PROJECTS**

**Operating Project No. 10 (SB 916)
SamTrans Route 397 (OWL Service)
Between Palo Alto and SF Transbay Terminal**

Sponsoring Agency:	San Mateo County Transit District
Contact Person:	(Ms./Mr.) Fname Lname (XXX)XXX-XXXX
Date of This Report:	November 2008
Service Started:	Ongoing
First Allocation:	FY 2005/06
Period Covered:	Fiscal Year 2007/08 (July 1, 2007 through June 30, 2008)
Performance Standard for Service	To meet or achieve by FY 07/08: a) Meet 10% minimum farebox ratio b) Maintain positive annual change in productivity
Farebox ratio achieved:	18.5% for FY 07/08, down from 19.4% in FY 06/07.
Productivity achieved:	13.2 passengers/hour for FY 07/08, up from 11.9 in FY 06/07
Project Status:	MEETS required minimum farebox ratio for FY 07/08. Projections show maintaining required ratio.



**SAMTRANS - ROUTE 397 OWL SERVICE Between
Palo Alto Caltrain Station and SF Transbay Terminal - (Legislative Project #10)**

	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13
	<i>Prior Year audited*</i>	<i>Last Year actual **</i>	<i>projected</i>	<i>projected</i>	<i>Future Years</i>		
	<i>audited*</i>	<i>actual **</i>	<i>projected</i>	<i>projected</i>	<i>projected</i>	<i>projected</i>	<i>projected</i>
RM 2 Funding							
Start-Up Costs (not part of Oper. Costs)	none	none	none	none	none	none	none
BUDGET							
Total Oper. Cost	\$ 659,763	\$ 738,261	\$ 744,540	\$ 766,877	\$ 789,883	\$ 813,579	\$ 837,987
Fare Revenue	\$ 127,796	\$ 136,571	\$ 128,148	\$ 128,148	\$ 128,148	\$ 128,148	\$ 128,148
Reg. Measure 2 Funding	\$ 100,000	\$ 101,500	\$ 101,500	\$ 101,500	\$ 101,500	\$ 101,500	\$ 101,500
Other Sources	\$ 431,967	\$ 500,190	\$ 514,892	\$ 537,229	\$ 560,235	\$ 583,931	\$ 608,339
Total Revenues	\$ 659,763	\$ 738,261	\$ 744,540	\$ 766,877	\$ 789,883	\$ 813,579	\$ 837,987
SERVICE PARAMETERS							
Annual Ridership	60,476	67,401	60,500	60,500	60,500	60,500	60,500
Annual Rev Vehicle Hrs (RVH)	5,082	5,095	5,082	5,082	5,082	5,082	5,082
PERFORMANCE MEASURES							
Farebox Recovery Ratio	19.4%	18.5%	17.2%	16.7%	16.2%	15.8%	15.3%
Passengers/RVH	11.90	13.23	11.90	11.90	11.90	11.90	11.90
% Change in Pass./RVH	n/a	11.2%	-10.0%	0.0%	0.0%	0.0%	0.0%

* represent audited figures as reported in FY 06/07 Annual Monitoring Report.

Projected data (FY 08/09 and out) from latest OAP application (for FY 07/08 allocation). NOTE: FY 08/09 OAP not submitted at time of report.

** represents figures from agency invoices submitted to MTC

Performance Standards (MTC Policy)

Farebox Recovery Ratio - Minimum of 10% (Owl Service)

Change in Pass./RVH - Maintain Positive Annual Change

PROJECT BACKGROUND

Project Description	The San Mateo County Transit District was operating <u>Route 397-Owl Service</u> for several years prior to RM2 funding. The route, originating at the Palo Alto Caltrain station, operates along the BART corridor between the San Francisco International Airport and the Transbay Terminal in downtown San Francisco. At the terminal, the service connects through timed transfers with MUNI and AC Transit's Owl service.
Project Span of Service	Provides hourly service seven days a week, with three trips northbound and four trips southbound on weekdays, Saturdays, and Sundays. This allows the route to cover the periods when BART is not operating.
Recent Changes (if any)	As of the date of this report (November 2008), no significant changes have been made to the service since the last report.
Problem Areas	NONE. Service meets required farebox ratio. Projections show that service will continue to meet ratio. Projections for ridership show no growth over the five year period.
Proposed Actions to Improve Performance	No action proposed. Will continue to monitor ridership and revenue trends. Future fare increases undefined at this time, but will impact revenue and ridership.

Appendix B, Cost and Price Analysis Form

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.

The Metropolitan Transportation Commission (“MTC”) commissioners include:

Tom Azumbrado	Dorene M. Giacomini	Scott Weiner
Tom Bates	Federal D. Glover	Bijan Sartipi
Mark Green	Scott Haggerty	James P. Spering
Sam Liccardo	Anne W. Halsted	Adrienne J. Tissier
Jake Mackenzie	Steve Kinsey	Amy Rein Worth
Bill Dodd	Kevin Mullin	Dave Cortese
David Campos		

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

YES NO

If yes, please identify the commissioner or director: _____

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

YES NO

If yes, please identify the commissioner or director: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Appendix D,
MTC Standard Consultant Agreement

Instructions: Red
Choices: Blue or Purple

PROFESSIONAL SERVICES AGREEMENT

between

METROPOLITAN TRANSPORTATION COMMISSION

and

NAME OF CONSULTANT

for

TRANSIT PERFORMANCE MONITORING PROGRAM

FISCAL YEARS 201__-201__ to 201__-201__

PROFESSIONAL SERVICES AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And **INSERT NAME OF CONSULTANT**
For **TRANSIT PERFORMANCE MONITORING PROGRAM**

THIS AGREEMENT is made and entered into as of the **xx** day of **Month**, 20 ____, by and between the Metropolitan Transportation Commission (herein called "MTC "), a regional transportation planning agency established pursuant to California Government Code § 66500 and **INSERT NAME OF CONSULTANT**, (herein called "CONSULTANT"**"CONTRACTOR" MAY BE SUBSTITUTED, IF APPROPRIATE**), a **PICK ONE OF THE FOLLOWING:** partnership, _____[state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of _____.

RECITALS

WHEREAS, MTC intends to perform TDA Triennial audits of MTC and transit operators, RM2 Operating Program Performance Review, and other performance review professional services (herein called "the Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of MTC; and

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which CONSULTANT will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

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

CONSULTANT's point of contact and the individual authorized to communicate to MTC on behalf of CONSULTANT is **INSERT NAME OF CONSULTANT's PM** ("CONSULTANT

Project Manager”). A change in the CONSULTANT Project Manager requires MTC written approval.

1.1 PROGRESS REPORTS

CONSULTANT shall provide MTC with **monthly** progress reports according to the schedule and form approved by the MTC Project Manager.

2. PERIOD OF PERFORMANCE

CONSULTANT’s services hereunder shall commence on or after _____, 201__, and shall be completed no later than _____, 201__, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONSULTANT's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, MTC will pay CONSULTANT for its services as described in Attachment A a total amount including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee not to exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] (“Maximum Payment”). MTC shall make payments to CONSULTANT in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be made in writing and delivered or mailed to MTC as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

4. KEY PERSONNEL

The key personnel to be assigned to this work by CONSULTANT and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key

Personnel, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the Project Manager or a designee. CONSULTANT shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONSULTANT agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. MTC reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

MTC reserves the right to request changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONSULTANT and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. MTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed %, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed %, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONSULTANT shall be paid for hours worked, plus authorized expenses and reasonable termination costs, not to exceed the maximum amount payable under the terminated Task Order. If CONSULTANT has any property in its possession belonging to MTC, CONSULTANT will account for the same, and dispose of it in the manner MTC directs. Except as provided above, MTC shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

B. Termination for Default. If CONSULTANT does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONSULTANT fails to comply with any other material

provision of the Agreement, MTC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONSULTANT, setting forth the manner in which CONSULTANT is in default. If CONSULTANT does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the fifteen (15) day period, MTC may terminate the Agreement for default. In the event of such termination for default, CONSULTANT will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONSULTANT shall be paid for hours worked, plus authorized expenses, not to exceed the maximum payable under the terminated Task Order. Such reimbursement will be offset by any costs incurred by MTC to complete work required under the Agreement. In no event shall MTC be required to reimburse CONSULTANT for any costs incurred for work causing or contributing to the default. If CONSULTANT has any property in its possession belonging to MTC, CONSULTANT will account for the same, and dispose of it in the manner MTC directs. MTC shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

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

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and not an employee or agent of MTC and has no authority to contract or enter into any agreement in the name of MTC. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all

persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

To the maximum extent permitted by law, CONSULTANT shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees (“MTC Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any of the following:

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

CONSULTANT further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same. The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable.. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY 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 CONSULTANT by MTC for use by 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 CONSULTANT’s use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by CONSULTANT in the context of the Project shall be the property of MTC and subject to the provisions of Article 11.

10.1 NOT USED

10.2 NOT USED

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to MTC by CONSULTANT or its subconsultants pursuant to this Agreement shall be and are the property of MTC. MTC shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to MTC. CONSULTANT hereby assigns to MTC ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONSULTANT also agrees to execute all papers necessary for MTC to perfect its ownership of the rights in the Work Product. Notwithstanding the above, “Work Products” are not intended nor shall they be construed to include CONSULTANT’S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

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

CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. SUBCONTRACTS

A. Subconsultants approved by MTC for subcontract work under this Agreement are listed in Attachment F, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONSULTANT.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subcontractors, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to 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 CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from MTC's obligation to make payments to CONSULTANT.

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

D. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

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

14. RECORDS

CONSULTANT agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONSULTANT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Any conflicting language regarding retention of records contained in Attachment H, Federally-Required Clauses, shall supersede this Article.

15. AUDITS

CONSULTANT shall permit MTC, and its authorized representatives to have access to CONSULTANT's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

CONSULTANT further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONSULTANT further covenants that it has made a complete disclosure to MTC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. 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; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

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

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, MTC shall similarly notify CONSULTANT. In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with CONSULTANT to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

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

19. LAWS AND REGULATIONS

CONSULTANT shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT.

20. CLAIMS OR DISPUTES

CONSULTANT shall be solely responsible for providing timely written notice to MTC of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is MTC's intent to investigate and attempt to resolve any CONSULTANT claims before CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by MTC, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given MTC due written notice of a potential claim. The potential claim shall set forth the reasons for which CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to MTC prior to the time that CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONSULTANT's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or MTC may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event CONSULTANT fails to comply with the requirements of the Agreement in any way, MTC reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTC or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TEMPORARY SUSPENSION OF WORK

MTC, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as MTC may deem necessary. The suspension may be due to the failure on the part of CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONSULTANT. The CONSULTANT shall comply immediately with the written order of MTC to suspend the work wholly or in part. The suspended work shall be resumed when CONSULTANT is provided with written direction from MTC to resume the work.

If the suspension is due to CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by MTC.

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

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

23. WARRANTY OF SERVICES

A. In the performance of its services, CONSULTANT represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In

addition, CONSULTANT shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

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

1. The right to have CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the MTC that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default. CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. CONSULTANT and MTC shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that MTC provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, MTC's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONSULTANT's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, MTC may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONSULTANT, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty calendar (30) days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and CONSULTANT which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or

arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONSULTANT must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

29. NO THIRD PARTY BENEFICIARIES

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

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONSULTANT represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

NAME OF CONSULTANT

Steve Heminger, Executive Director

Insert Appropriate Name, Title

ATTACHMENT A
Scope Of Work
Outline of Services

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

- See Request for Proposal (RFP), Appendix A, Scope of Work.

MTC may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the Detailed Task Order Process described below. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subconsultant participation (if any), in a completed form as shown in Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference.

ATTACHMENT A-1, TASK ORDER PROCESS

Detailed Task Order Process:

Task Orders will be numbered sequentially. 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 (“MTC PM”) prepares a draft Task Order to issue to CONSULTANT. The MTC 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. A draft Task Order, as included in this Agreement as Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to CONSULTANT for review and comment.

Step 3* – The MTC PM reviews CONSULTANT’s proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT’s proposed costs are reasonable. The MTC PM may solicit early feedback from the MTC Director of Programming and Allocations 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. Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Programming and Allocations, for review and approval. The MTC Director of Programming and Allocations signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 5 – 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 6 – The MTC PM sends one copy of the fully executed Task Order to the MTC or MTC Task Lead who initiates work, and sends another copy to MTC Finance to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the MTC Director of Programming and Allocations and CONSULTANT. Revisions to Task Orders shall require written approval by both the MTC Director of Programming and Allocations and CONSULTANT.

Step 8 – 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 9 – 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 10 – 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 4.*

ATTACHMENT A-2
Task Order Form

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

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	<u>Deliverable</u>	Total Cost*
1.		\$1
2.		\$1
3.		\$1
4.		\$1
5.		\$1
6.		\$1
7.		\$1
	Total:	\$7.00

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

B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

	<u>Personnel/Expense</u>	<u>Duties</u>	<u>Rate</u>	<u>Est. Hours</u>	<u>Total Cost</u>
1.			\$		\$1
2.			\$		\$1
3.			\$		\$1
4.			\$		\$1
5.			\$		\$1
Total:					\$5.00

<u>Activity</u>	<u>Lead</u>	<u>Estimated Amount Budgeted</u>
		\$1
		\$1
		\$1
		\$1
		\$1
		\$1
TOTAL MAXIMUM PAYMENT		\$6.00

METROPOLITAN TRANSPORTATION
COMMISSION

CONSULTANT

Director of Programming and Allocations

Insert name and title of authorized individual

Date:

Date:

Task Order Schedule

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

Detailed Description of Work

Task Order #: Title

- 1. Description of subtask 1.
Deliverable – deliverable name
- 2. Description of subtask 2.
Deliverable – deliverable name
- 3. Description of subtask 3.
Deliverable – deliverable name
- 4. Etc.

ATTACHMENT B

Project Schedule

Task #	Work to be Performed/Deliverables (#)	Completion Date

ATTACHMENT C

Compensation and Method of Payment

A. Compensation. CONSULTANT shall be paid, as full compensation for the satisfactory completion of the work described in Attachment A, the firm fixed sum of agreed upon amount, which includes all labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors costs, travel, equipment, materials and supplies. Any amendments to this Agreement shall be based on the hourly rates set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Progress Payments. Payment for CONSULTANT's services shall be due in the amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

Task	Deliverables (#)	Amount Due
1	Do this (#1)	0
2	Do that (#2)	0
		0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.	0
		highlight #, hit F9

C. Method of Payment. CONSULTANT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone.

D. Withheld Amounts and Final Payment. MTC shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC. Final payment of any balance due CONSULTANT, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC of the reports and working papers, if any, which are required to be furnished under this Agreement, and after any post audit of contract costs which may be conducted by MTC. CONSULTANT acknowledges that certain costs may be disallowed as a result of such a post audit.

TASK ORDERS

A. Compensation. CONSULTANT shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form. Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. For time and materials Task Orders, MTC will reimburse CONSULTANT for all expenses deemed reasonable and necessary by MTC incurred by CONSULTANT in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONSULTANTS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. CONSULTANT shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by CONSULTANT.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONSULTANT shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, CONSULTANT shall specifying the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

ATTACHMENT D
Key Personnel Assignments

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

* Applicable to development of payment provisions in amendments only.

ATTACHMENT E

Insurance and Financial Security (Bond) Provisions

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONSULTANT's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONSULTANT authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONSULTANT's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, CONSULTANT shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of 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. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.

6. Property Insurance. 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), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

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

In the event that MTC seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or

any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. . If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, CONSULTANT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of 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 this Agreement.

G. Certificates of Insurance. 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.

H. Disclaimer. The foregoing requirements as to the types and 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 Article 9 of this Agreement.

2. NOT USED

3. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as MTC Indemnified Parties, pursuant to Article 9 of the Agreement.

ATTACHMENT F
Subconsultant List

	<u>Name/Address of Subconsultant</u>	<u>Amount of Subcontract</u>	<u>Description of Work</u>
1.			
2.			
3.			
4.			
5.			
6.			

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

ATTACHMENT G
Not Used

ATTACHMENT H
Not Used

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-VIII or better.

<p>Yes (√)</p>	<p>Please certify by checking the box below that required coverage's will be provided within five (5) days of MTCs notice to firm that it is the successful proposer.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><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. Such policy shall contain a Waiver of Subrogation in favor of MTC. MTC its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>—</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.</p>
<p>—</p>	<p><u>Property Insurance.</u> 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), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>

Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

Self-Insurance. CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that MTC seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONSULTANT shall:

- (4) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (5) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (6) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of 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 this Agreement.

Certificates of Insurance. 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.

Disclaimer. The foregoing requirements as to the types and 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 Article 9 of Appendix D.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) 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 RFP provisions. If such objections are not brought to MTC’s attention consistent with the protest provisions of this RFP compliance with the insurance requirements will be assumed.

Appendix E,
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS

RFP Section	Relevant Provision	<i>Requested Action</i>
	1.	
	2.	
	3.	
	4.	
	5.	