



**METROPOLITAN
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COMMISSION**

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February 26, 2013

**REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTANT ASSISTANCE
ELECTRONIC PAYMENT IMPLEMENTATION AND OPERATIONS**

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To: Interested Parties

The Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA) (collectively "MTC") invite your firm to submit a Statement of Qualifications (SOQ) to provide on-call Consultant Assistance to the Electronic Payment Systems group. These professional services are needed to support implementation and system operations for the Clipper® fare payment system and other similar electronic payment programs, such as the Fastrak® toll payment system. Through this Request for Qualifications (RFQ), MTC will select one or more eligible consultants ("Consultant Bench") with which MTC may contract to provide these services on an as-needed basis for a three-year period ending in June 2016.

This letter, together with its enclosures, comprises the RFQ for this project. SOQs should be submitted in accordance with the instructions set forth in this RFQ.

I. Statement of Qualifications Due Date

Interested firms must submit an original and six (6) hard copies of their Statement of Qualifications (SOQs) no later than **12:00 p.m., Tuesday, March 26, 2013**. **SOQs received after that date and time will not be considered.** SOQs submitted before the deadline shall be considered firm offers to provide the services described in this RFQ for a period of one hundred eighty (180) days from the date of submittal.

One (1) electronic copy of the full SOQ in PDF format, and one (1) separate PDF file containing all relevant forms must also be submitted to the Project Manager. Submission of the electronic copy will not satisfy the requirement to submit hard copies of the SOQ by the submission deadline.

II. MTC Point of Contact

SOQs and all inquiries relating to this RFQ shall be submitted to Michele Gillaspie, Project Manager at the address shown below. For telephone inquiries call (510) 817-5718. Email inquiries may be addressed to: mgillaspie@mtc.ca.gov.

Michele Gillaspie, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 8th Street
Oakland, CA 94607-4700

III. Scope of Work, Method of Payment, Term, and Funding

The firm(s) selected for contracts as a result of this RFQ will be expected to work under the direction of staff from MTC and/or BATA (collectively, “MTC”) as outlined in *Appendix A, Preliminary Scope of Work*. All work will be assigned pursuant to MTC-initiated contracts and task orders, which will include a specific scope of work based on the preliminary work scope and tasks identified in *Appendix A*.

Payment for work performed under contracts and task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager and specified in signed contract or task orders. A sample task order form is attached hereto as part of *Appendix C, MTC Standard Consultant Agreement*, Attachment A-2, Task Order Form.

Contracts resulting from this RFQ will be for up to an approximate three-year period, ending June 30, 2016, with the option on the part of MTC to extend contracts with incomplete work beyond June 30, 2016 to allow for its completion. . Selection to be on the Bench does not guarantee that a contract will be awarded. MTC reserves the right to award contracts based on the experience of the Bench consultants and the needs of particular projects.

The resulting contracts may be funded in part with federal funds, including funds that may have California State Department of Transportation requirements. Federal and state requirements are included as contract provisions in *Appendix C* at Attachment H, Federally Required Clauses, and Attachment I, State Required Clauses. *Appendices D-1 and D-2* also apply. DBE goals may apply to such federally-funded contracts (see Section VII.H of this RFQ.)

IV. Addenda

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

V. Minimum Qualifications

To be eligible for SOQ evaluation, firm(s) must meet the Minimum Qualifications (MQs) for the relevant Service Categories described in Section III of this RFQ.

VI. Organizational Conflict of Interest

See Section VII.G of this RFQ for a discussion of conflict of interest.

VII. Contents of SOQ

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

VIII. Evaluation

Responsive SOQs that meet the MQs and do not demonstrate any impermissible conflict of interest will be evaluated based on the evaluation factors set forth in Section VI.B.

MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in an SOQ, and to request additional information from the proposers. Any awards made will be to the firm(s) whose qualifications are best suited to the program and most

advantageous to MTC, based on the evaluation factors in Section VI. MTC reserves the right to award a contract at the time the recommendation is approved.

IX. Selection Timetable

2:30 p.m. (PST), Tuesday, March 5, 2013	Proposers’ Conference in the Joseph P. Bort Metro Center Building, 101 8 th Street, Oakland, CA, Claremont Conference Room
2 p.m. (PST), Tuesday, March 12, 2013	Closing date and time for requests for clarifications/ exceptions to RFQ provisions
No later than one (1) week prior to the date SOQs are due	Closing date for objections to RFQ provisions
12:00 p.m. (PST), Tuesday, March 26, 2013	Closing date and time for receipt of Statements of Qualifications at MTC offices
April 22-26, 2013 (approximate)	Interviews (if conducted)
May 10, 2013	MTC Operations Committee Approval

MTC may change the selection timetable if necessary.

X. General Conditions

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

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

MTC reserves the right to cancel this RFQ, accept or reject any and all submittals, negotiate with any or all firms submitting SOQs, waive minor irregularities in SOQs, and request any additional information from firms submitting SOQs. Inclusion on the Consultant Bench will be to the firm(s) whose SOQs are the most advantageous to MTC, based on the evaluation criteria listed in Section VI.B. Award of contracts will be based on the experience of the Bench consultants and on the needs of specific projects.

MTC’s standard consultant contract is attached for your reference as *Appendix C*. 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 for requests for clarifications/exceptions to RFQ provisions as specified in the selection timetable above. If no such change is requested, the firm will be deemed to accept MTC’s standard contract provisions based on its submission of an SOQ. MTC reserves the right, in its sole discretion, to issue contracts in other formats based on specific programmatic needs and the scope of work to be performed.

The selected firms will be required to maintain insurance coverage during the term of the contract at levels to be determined at the time of contract issuance. Firms must be prepared to obtain and maintain insurance at the levels described in *Appendix C-1*. By submitting an SOQ, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1*, Insurance Requirements within ten

minimum insurance requirements listed in *Appendix C-1, Insurance Requirements* within ten (10) days of MTC's notice that it wishes to contract with the firm. Requests to change MTC's insurance requirements must be brought to MTC's attention no later the deadline for requests for clarifications/exceptions to RFQ provisions as specified in the selection timetable above. If such exceptions are not brought to MTC's attention by that deadline, compliance with the insurance requirements will be assumed.

XI. Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director or his designee will make recommendations for selection of the eligible Consultant Bench to the MTC Operations Committee. In addition, the Executive Director or his designee may recommend individual contracts from the Consultant Bench for award.

We appreciate your interest in this RFQ and look forward to receiving your SOQ.

Sincerely,



Steve Heminger
Executive Director

SH: MG

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FOR

ON-CALL CONSULTANT ASSISTANCE
ELECTRONIC PAYMENT IMPLEMENTATION AND OPERATIONS

TO

METROPOLITAN TRANSPORTATION COMMISSION

February 26, 2013

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I. PURPOSE AND PROJECT DESCRIPTION

A. Agency Description

The Metropolitan Transportation Commission (MTC) was created by the California Legislature in 1970 to plan the transportation network for the nine Bay Area counties. MTC functions as both the regional transportation planning agency – a state designation – and, for federal purposes, as the region's metropolitan planning organization (MPO).

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission.

B. Purpose and Need

The mission of the Electronic Payment Section is to increase the efficiency of regional transportation by providing Bay Area travelers with convenient, standardized, customer-service oriented, and cost-effective products and services to pay for bridge tolls, Express Lane fees, transit fares, and related transportation services, such as parking. The purpose of this RFQ is to select a bench of consultants to provide planning, implementation, and operations related consulting services for the programs administered by the Electronic Payments Section, specifically (but not limited to) the Clipper regional fare payment system and the FasTrak toll collection system.

Clipper

Clipper is the regional transit fare payment system for the nine-county San Francisco Bay Area. Transit riders can use a reloadable Clipper card to pay fares on eight of the largest transit systems in the Bay Area: AC Transit, BART, Caltrain, Golden Gate Transit and Ferry, San Francisco Municipal Transportation Agency, SamTrans, the Water Emergency Transportation Agency, and Valley Transportation Authority. These eight transit systems provide about 1.4 million transit rides on a typical weekday. The Clipper fare payment system charges customers by deducting value from a Clipper card in accordance with fare policies established by each transit operator. The system provides the associated revenue to each transit operator through an automated financial settlement process. As of December 2012, there were more than 1,300,000 active Clipper cards accounts, and the Clipper system processed more than 500,000 transactions on a typical weekday (a transaction occurs when a customer pays a fare using a Clipper card or adds value to a Clipper card); generally, Clipper handles about 35% of the fare payment transactions on the eight participating systems.

The Clipper system includes more than 5,000 Clipper fare payment devices (as well as other equipment types) currently in operation on the transit operators' fleets. The system includes a telephone customer service center, three in-person customer service centers, a website (clippercard.com), a financial clearinghouse that distributes transit fare revenue to the participating transit systems, an equipment maintenance program, a pre-tax transit benefit program and other services. MTC expects to expand Clipper to additional transit systems in the coming years.

MTC is the Clipper Program Manager responsible for managing and administering the Clipper program on behalf of the participating transit operators. MTC works in close partnership with the transit operators that accept Clipper for fare payment, and MTC holds the contract with the design-build-operate-maintain (DBOM) contractor, Cubic Transportation Systems, Inc (Clipper Contractor).

FasTrak

FasTrak is an electronic toll collection (ETC) system that allows drivers to prepay their bridge tolls, eliminating the need to stop at the toll plaza. FasTrak also allows solo drivers to pay to use Bay Area Express Lanes. The system has three components: a toll tag, which is placed inside your vehicle; an overhead antenna, which reads the toll tag and collects the toll; and video cameras to identify toll evaders. In fiscal year 2010-11, approximately 122 million vehicles crossed the seven state-owned toll bridges in the Bay Area, generating approximately \$615 million in total toll revenues — including \$138 million in base toll revenues, \$114 million in Regional Measure 2 revenues and \$345 million in seismic retrofit surcharge revenues.

Currently, all lanes on all bridges are equipped with the FasTrak equipment. All of the bridges have at least one lane dedicated to FasTrak use with dedicated lanes handling almost three times as many vehicles per hour as a lane in which tolls are collected manually. An Open Road Tolling lane, such as those on the Benicia-Martinez Bridge, can process about four to five times more vehicles per hour than a cash lane. On Express Lanes, solo drivers with FasTrak toll tags installed on their windshield can access the Express Lanes and pay the posted toll automatically without slowing down. The toll will vary depending on the level of congestion in the lanes. The variable toll provides access to paying motorists and guarantees a reasonable travel time for all users. Carpools can continue to use the lanes for free.

FasTrak ETC usage on the bridges has experienced a generally upward trend with each passing month. As of January 2011, 53 percent of the total traffic passing through the toll plazas use the ETC system, with this share jumping above 65 percent during the weekday peak. BATA manages and invests revenues from all tolls levied on the seven state-owned toll bridges: Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay and San Mateo-Hayward.

II. AREAS OF CONSULTANT EXPERIENCE

MTC seeks consultant assistance in overseeing implementation and operation of regional electronic payment systems. There are multiple focus areas in which MTC seeks assistance. Within these focus areas, a significant portion of the assignments involve the Clipper Contractor, which works under contract to MTC to implement and operate the Clipper fare payment system. Assignments also require coordination with several stakeholders, including MTC, external entities including transit operators, social service advocates, private entities, and the riding public.

Respondents may submit SOQs for any portion of any or all Service Categories described below, either as an individual firm or as the lead firm in a multi-disciplinary consultant team. If a consultant team is formed, one firm within each team must submit the SOQ and serve as the prime consultant. Remaining firm(s) shall be subcontractor(s). To be eligible for SOQ evaluation, the prime consultant or one of the firms within a consultant team must meet the

Minimum Qualifications (MQs) described in Section III of this RFQ for the relevant Service Categories.

Consultants with which MTC contracts (reference includes consultant teams) shall provide on-call assistance for electronic payment system implementation and operations services included in the following Service Categories on an as-needed basis. The Service Categories are briefly described below, and a preliminary scope of work is attached in Appendix A, Preliminary Scope of Work.

SERVICE CATEGORIES

A. Program Management

Consultant shall assist MTC in the management and administration of electronic payment program implementation and operations. Program management involves overseeing discrete work functions and products, as well as larger and interrelated activities. Information regarding typical tasks under this Service Category is included in *Appendix A*.

B. Planning

Consultant shall assist MTC in strategic and operational planning tasks, both with regard to the long range future of the electronic payment programs as well as options for refinement, management, and expansion of the current systems. Additional information regarding this Service Category is included in *Appendix A*.

C. Operational Monitoring and Reporting

Assist MTC in its review and evaluation of the ongoing operations of electronic payment programs. The goals of the operational monitoring include benchmarking, verification that past problems have been rectified, identification of current problems, and verification of ongoing performance levels. Consultant may be asked to work with various groups to ensure optimal and required performance, including MTC, the Clipper Contractor, FasTrak contractors, partnering transit operators, and various stakeholders. Information regarding typical tasks under this Service Category is included in *Appendix A*.

D. Technology Evaluation and Support

Consultant shall assist MTC in evaluation, input into design, and implementation of vendor technology for the benefit of electronic payment programs. Consultant shall also provide support for the evaluation of complementary and/or alternative technology solutions that may be used to enhance or potentially replace existing systems. Where applicable, MTC may utilize Consultant to provide specific technology services. With this service category, MTC seeks Consultants with an understanding of technology that can be applied to the existing electronic payment programs, as well as expansion using new technology as the systems mature. Additional information regarding typical tasks under this Service Area is included in *Appendix A*.

III. MINIMUM QUALIFICATIONS

Respondents must meet the Minimum Qualifications (MQs) for all the Service Categories upon which they intend to propose. If the RFQ is submitted by a firm leading a team, at least one of the team firms must meet the Applicable MQs. The MQs required for each Service Category are described below.

A. Minimum Qualifications – Service Category A, Program Management

1. Firms must have been in business for at least five (5) years providing program management assistance services.
2. Project Manager/Lead Staff must have at least three (3) years of project management experience performing work substantially similar to tasks described in *Appendix A*, Service Category A.
3. Firms must have a Bay Area office location from which to work, and the flexibility to spend significant time on site at MTC, Contractor, Transit Operator and other stakeholder locations, often on short notice.

B. Minimum Qualifications – Service Category B, Planning

1. The Project Manager/Lead Staff must have at least three (3) years of overall program and project planning experience performing work similar to that described in *Appendix A*, Service Category B.
2. Firms must have a California office location and the ability to travel to MTC offices on short notice.

C. Minimum Qualifications – Service Category C, Operational Monitoring and Reporting

1. Firms must have successfully completed at least two (2) Operational and Monitoring projects in the past five (5) years performing work similar to that described in *Appendix A*, Service Category C.
2. Project Manager/Lead Staff must have at least three (3) years of project management experience performing work substantially similar to tasks described in *Appendix A*, Service Category C.
3. Firms must have a Bay Area office location from which to work, and the flexibility to spend significant time on site at MTC, Contractor, Transit Operator and other stakeholder locations, often on short notice.

D. Minimum Qualifications – Service Category C, Technology Evaluation and Support

1. Project Manager/Lead staff must have at least five (5) years of technology evaluation and support experience performing work substantially similar to tasks described in *Appendix A*, Service Category D. Projects that relate to transit, fare collection, toll collection, and smart card systems are preferred.
2. Firms must have a Bay Area office location from which to work, and the flexibility to spend significant time on site at MTC, Contractor, Transit Operator and other stakeholder locations, often on short notice.

Other Qualifications

The following consultant qualifications are desirable, but not required, in order for a consultant to be evaluated:

- Firm experience with projects that relate to transit, fare collection, toll collection, and smart card systems.
- Key staff familiarity with Bay Area electronic fare and toll payment systems, with experience working with local transit operators, an understanding of transit operating challenges and knowledge of Bay Area transit coordination issues, experience with transit

technology implementation and operation nationally and internationally, an understanding of transit technology vendors and products.

- Project Management Institute PMP certificate.

IV. SCOPE OF WORK, BUDGET AND METHOD OF PAYMENT

The firms selected to enter into contracts as a result of this RFQ will be expected to work under the direction of staff from MTC and/or BATA (collectively, “MTC”) as outlined in *Appendix A, Preliminary Scope of Work*. All work will be assigned pursuant to MTC-initiated contracts and/or task orders, which will include a specific scope of work based on the preliminary work scope and tasks identified in *Appendix A*.

Payment for work performed under contracts and/or task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager and specified in signed contracts or task orders. A sample task order form is attached hereto as part of *Appendix C, MTC Standard Consultant Agreement*, Attachment A-2, Task Order Form.

Contracts resulting from this RFQ will be for up to a three-year period, through June 30, 2016, with the option on the part of MTC to extend contracts with incomplete work beyond June 30, 2016 in order to complete the work. . Selection to be on the Consultant Bench does not guarantee that a contract will be awarded.

Contracts resulting from this RFQ may be funded in part with federal funds, including funds that may have California State Department of Transportation requirements. Federal and state requirements are included as contract provisions in *Appendix C* at Attachment H, Federally Required Clauses, and Attachment I, State Required Clauses. *Appendices D-1 and D-2* also apply. DBE goals may apply to federally-funded contracts (see Section VII.H)

When consultant assistance is needed, MTC reserves the right to select one consultant from the bench, or to ask one or more of the consultants on the Consultant Bench for an estimate of hours and cost for that project, and to select the consultant best suited in terms of cost, availability and past experience.

MTC reserves the right to assign all tasks to one consultant, to assign multiple tasks to one consultant, to assign portions of a given task to two or more consultants, and to refrain from assigning any or all of these tasks. Any of the tasks could be assigned at any point during the period covered by this RFQ. A contract could be written at the outset of the period covered by this RFQ, or as tasks are needed.

V. FORM OF STATEMENT OF QUALIFICATIONS

Sections that should be included in each SOQ are described below. Page limits, where specified, are for each side of print. Proposers are encouraged to print double-sided copies to save paper. Fonts shall not be less than size 11.

A. Transmittal Letter

- A transmittal letter signed by a partner or officer of the firm authorized to solicit business and enter into contracts for the firm indicating your firm's interest in providing the services, by Service Category, as required by this RFQ. The transmittal letter should include the name and telephone number of a principal contact person, if different from the authorizing official. The letter should also indicate whether there are any conflicts of interest that would limit the respondent's ability to provide the requested services, which should be fully addressed as described in Section V.I below. The letter should indicate that the SOQ is a firm offer to enter into a contract to perform work related to this RFQ for a period of one hundred eighty (180) days from SOQ submission. (Not to exceed 1 page.)

B. Title Page

- Title page showing the RFQ subject, the name of the respondent's firm, address, telephone number, fax, name of contact person and email, and the date. (Not to exceed 1 page.)

C. Table of Contents

- A table of contents that includes a clear identification of the material by section and page number.

D. Firm Qualifications and Experience

- A detailed statement describing the consultant's qualifications and experience relevant to the Service Categories for which the consultant intends to qualify. Refer to Section II for Service Categories and Section III for MQs. (Not to exceed a total of 4 pages.)
- Consultant's organizational structure identifying Principal-In-Charge (PIC) (if applicable), Project Manager (PM) and Lead Staff. (Not to exceed 1 page.)

E. Staff Qualification and Experience

- A brief summary of staff experience relevant to each Service Category for which the consultant seeks to qualify. Refer to Section II for Service Categories and Section III for MQs. (Not to exceed a total of 3 pages.)

F. References

- At least three (3) references attesting to respondent's previous experience in performing work substantially similar or related to the Service Categories for which respondent wishes to be qualified, with a minimum of one (1) for each Service Category. Please provide the names of current clients, along with the names and telephone numbers of client contact person(s) for each reference. (Not to exceed 1 page total.)

G. Similar Projects

1. A summary (no longer than one page each) of at least three (3) projects completed within five (5) years prior to the date of this RFQ similar to any of the tasks in *Appendix A, Preliminary Scope of Work*. The summary must include the name of the client organization, the contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference.

2. A list of any contracts with MTC held by the consultant or any of its subconsultants in the past three (3) years, including a brief description of the scope of work, the contract amount, and the date of execution.

H. Price Proposal

- The fully loaded hourly rates* for all personnel to be used, including any subconsultants, as well as a description of all charges that would be passed on to MTC. For hourly rates, include a breakdown of each fully loaded rate into the following categories: Direct labor; indirect labor/labor overhead; G&A/overhead; and proposed profit/fee percentage. Indicate when rates are due to change, the basis or criteria for those potential changes, and approximately how much they can be expected to change for each year of the term of the Bench.

* Respondents are responsible for submitting rates commensurate with Service Categories likely to include work requiring additional insurance, e.g., Employee Dishonesty/Crime Insurance, in addition to the minimum insurance requirements in *Appendix C-1*.

I. Conflict of Interest

- A statement attesting that, by submitting an SOQ, the respondents represent and warrant that no Commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the SOQ or in the contract that may result out of this RFQ or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090. Respondents further warrant and represent that they presently have no interest and agree that they will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFQ and that they will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

J. Forms and Certificates

- A signed California Levine Act statement (*Appendix B*) for each Consultant and any subconsultants;
- A signed Insurance Provisions document (*Appendix C-1*);
- A signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (*Appendix D-1*) for each Consultant and any subconsultants; and
- A signed Certification of Restriction on Lobbying (*Appendix D-2*) for each Consultant and any subconsultants.

Note that federally required forms regarding DBE participation will be required at contract or task order issuance (see *Appendix C*, Attachment H - Federally Required Clauses, for further information).

A. Review for Satisfaction of Minimum Qualifications and Responsiveness

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

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

B. Evaluation

Responsive SOQs meeting the MQs will be evaluated by a panel of staff representatives from MTC and other public agencies based on the following evaluation criteria, listed in order of relative importance:

1. Experience and qualifications of the firm(s) and of proposed staff in relation to the expertise sought by MTC, as listed and described in Section II and in *Appendix A, Preliminary Scope of Work*; this may include information gathered through references;
2. Depth of staff resources to work on multiple projects at the same time; and
3. Written and oral communication, as evidenced in the submitted SOQ and interviews, if held;
4. Price; and
5. References. (see below).

Following the evaluation, the panel may elect to recommend inclusion on the Consultant Bench of a list of consultants in one or more Service Categories; they may also develop a “short list” of consultants for interview. MTC reserves the right to review and evaluate the references of firms to be recommended for inclusion without interview and short-listed firms only.

Oral interviews may be held with short-listed firms, and references will be contacted for the short-listed firms, at MTC’s discretion. A list of firms to be recommended for inclusion on the Consultant Bench will then be forwarded to the MTC Executive Director. If the Executive Director agrees with the panel’s recommendation, the recommendation will be forwarded to the MTC Operations Committee.

During this phase of the selection, any potential conflicts of interest (see Section VII.G) will be considered. MTC may request additional information from any Proposer that appears to have an organizational conflict of interest, including a plan to mitigate any such conflicts. MTC will not award a contract to a Proposer with an actual conflict of interest, or with an apparent conflict of interest that cannot be adequately mitigated, in MTC’s sole opinion.

MTC reserves the right not to convene interviews, but to make a selection on the basis of written SOQs, alone. Further, MTC reserves the right to accept or reject any and all submitted SOQs, to

waive minor irregularities, and to request additional information from the firms at any stage of the evaluation.

C. Recommendation(s) for Contract Award(s)

In addition to the recommendation of a Bench, the panel may recommend consultant(s) to the Executive Director to enter into contracts for specific near-term tasks, based on its evaluation of the written SOQs and interviews (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Operations Committee for approval.

VI. GENERAL CONDITIONS

A. Limitations

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

B. Award

Any award of contracts to eligible Bench consultants will be to the consultants whose qualifications are best suited to the needs of the specific project.

C. Binding Offer

A signed SOQ submitted to MTC in response to this RFQ shall constitute a binding offer from proposing firms to contract with MTC according to the terms of the SOQ for a period of one hundred eighty (180) days after its date of submission, which shall be the date SOQs are due to MTC.

D. Contract Arrangements

MTC's Standard Consultant Agreement is enclosed for your reference as *Appendix C*. If a firm wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted by the deadline specified above for requests for exception. If no such change is requested, the firm will be deemed to accept MTC's standard contract provisions based on its submission of an SOQ. MTC reserves the right, in its sole discretion, to issue contracts in other formats based on specific programmatic needs and the scope of work to be performed.

The selected firms will be required to maintain insurance coverage, during the term of the contract, at levels to be determined at the time of contract issuance. Firms should be prepared to obtain and maintain the levels described in *Appendix C-1, Insurance Requirements*. By submitting an SOQ, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements* within ten (10) days of MTC's notice to a firm of its intention to enter into a contract with that firm. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the deadline for requests for clarifications/exceptions to RFQ provisions. If such objections are not brought to MTC's attention by that deadline, compliance with the insurance requirements will be assumed.

E. Selection Disputes

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

1. No later than one (1) week prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than three (3) working days after the date the firm is notified that it was not selected, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee approves the establishment of the Bench of consultants.

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

Authorization to award a contract to a particular Contractor by the MTC Operations 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 MTC Operations Committee's decision.

F. Public Records

This RFQ and any material submitted by a proposer in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. SOQs 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 the SOQ submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If a 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 SOQ:

“The data on the following pages of this SOQ, 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 SOQ, 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 SOQ confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the proposer may not designate any required SOQ 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 SOQ 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.

G. Organizational Conflicts Of Interest.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the proposer, and if so, whether any potential bias can be mitigated acceptably by MTC and the proposer. After award of any contract resulting from this RFQ, the consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the resulting 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 project.

Proposers shall not engage the services of any subcontractor or independent contractor on any work related to this RFQ if the subcontractor or independent contractor, or any employee of the

subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFQ.

H. Disadvantaged Business Enterprise (DBE) Policy

Federal funding will likely be the part of the contracts resulting from this RFQ. Therefore, the following requirements apply.

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

MTC will establish Disadvantaged Business Enterprise (DBE) goals for each contract, or for each task order issued under any contract entered into as a result of this RFQ.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the procurement document. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the procurement document. The purpose of the form is to collect data

required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4 DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link

- Click on [Access the DBE Query Form](#) located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access:

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

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

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

APPENDIX A, PRELIMINARY SCOPE OF WORK FOR CLIPPER IMPLEMENTATION AND OPERATIONS ASSIGNMENTS

General

There are multiple focus areas in which MTC seeks assistance. Within these focus areas, a significant portion of the assignments involve oversight of the Clipper design-build-operate-maintain contractor, Cubic Transportation Systems, Inc. (“Clipper Contractor”), which works under contract to MTC to implement and operate the Clipper fare payment system. Assignments also require coordination with several stakeholders, including MTC, external entities including transit operators, social service advocates, private entities, and the riding and driving public. No specific scope is included in this RFQ for work relating to Fastrak; contracts may be issued for FasTrak related work as program needs dictate, within the four general Service Categories itemized below. Technology evaluations appear in several Service Categories. The intent is to address technology and equipment needs that are both immediate to the current system operations, as well as long term strategies that may require different or evolving solutions.

Services to be performed under this RFQ include the following Service Categories:

- A. Program Management
- B. Planning
- C. Operational Monitoring and Reporting
- D. Technology Oversight

The on-call consultant assistance services that may be required shall include, but are not limited to, task types included below for each Service Category. Actual work assignments shall be as described in individual contracts or task orders that may be issued to the selected Consultants. Consultants may submit proposals for consideration for a single Service Category, single task type, or any combination of Service Categories or tasks.

A. Program Management

Consultant shall assist MTC in the management and administration of electronic payment program implementation and operations, including Clipper and/or FasTrak.. Such program management involves overseeing discreet work functions and products, as well as larger and interrelated activities. Typical tasks may include, but are not limited to:

- Scope development and general program management support
- Schedule development and management, including monitoring progress and milestones
- Risk management
- Meeting facilitation
- Vendor and transit operator communication
- Vendor negotiations
- Engineer’s estimates
- Change notice and change order preparation support
- Design review and technology evaluations
- Testing oversight
- Implementation support (installations, maintenance, system upgrades, etc.)

- General project coordination

B. Planning

Consultant shall assist MTC in strategic and operational planning tasks, both with regard to the long range future of the electronic payment systems programs as well as options for refinement, management, and expansion of the current system. Planning functions require balancing short, medium and long-term goals. MTC may request assistance with planning and analysis tasks including but not limited to:

- Schedule development
- Goal determination
- Risk analysis
- Shared services
- Public/private partnerships
- Staffing/organizational assessments
- Cost/Benefit analyses
- Transit needs analyses
- Fare policies
- Equipment needs
- Implementation strategies
- Technology evaluations
- Funding identification

C. Operational Monitoring and Reporting

Customer shall assist MTC in its review and evaluation of the ongoing operations of the electronic payment program(s). The goals of the operational monitoring and reporting focus function include benchmarking, verification that past problems have been rectified, identification of current problems, and verification of ongoing performance levels. Consultant must work with various groups to ensure optimal and required performance, including MTC, the Clipper Contractor, FasTrak contractors, partnering transit operators, and various stakeholders. Typical tasks may include, but are not limited to:

- Schedule monitoring
- Establishing and refining Key Performance Indicators (KPIs) and other performance monitoring tools
- Monitoring KPIs and other performance metrics
- Evaluating the effectiveness of monitoring tools
- Identifying performance trends
- Implementing and overseeing corrective action plans
- General program review to identify areas of operational improvement
- Report development for all activities listed above

D. Technology Evaluation and Support

Consultant shall assist MTC in evaluation, input into design, and implementation of vendor technology for the benefit of the electronic payment programs. Consultant shall also provide support for the evaluation of complementary and/or alternative technology solutions that may be

used to enhance or potentially replace existing systems. Where applicable, MTC may utilize Consultant to provide specific technology services. With this service category, MTC seeks Consultants with an understanding of technology that can be applied to the existing electronic payment programs, as well as their expansion using new technology as it matures.

Areas in which technology evaluation and support services are needed include, but are not limited to:

- General technology evaluations
- Payment technology review (smart card, radio frequency identification, image-based, and other automated fare or toll collection concepts)
- Mobile applications
- Cloud computing
- Financial processing
- Data architecture
- Security (hardware and software)
- Database and reporting options
- Communications and network management
- Fare payment media (smart cards, NFC enabled devices, transponders etc.)
- Hardware, software, and systems engineering review
- Web site optimization and e-commerce solutions

APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

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

MTC’s commissioners include:

- | | | |
|----------------|---------------------|---------------------|
| Tom Azumbrado | Dorene M. Giacopini | Scott Weiner |
| Tom Bates | Federal D. Glover | Bijan Sartipi |
| Joe Pirzynskia | Scott Haggerty | James P. Spering |
| Sam Liccardo | Anne W. Halsted | Adrienne J. Tissier |
| Jake Mackenzie | Steve Kinsey | Amy Rein Worth |
| Bill Dodd | Jean Quan | Dave Cortese |
| David Campos | Mark Luce | |

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, MTC STANDARD CONSULTANT AGREEMENT

See *Appendix C*, posted at: <http://procurements.mtc.ca.gov/Solicitations/solicitation-list.html>

APPENDIX C-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.

Yes (√)	<p>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.</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><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, BATA, Caltrans, [FHWA, if federal funding is added] 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.</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><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 \$5,000,000 per claim.</p> <p style="padding-left: 40px;">The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$5,000,000 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><u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the</p>

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.

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:

- (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.

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 C*.

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

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

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

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

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

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

Instructions for Certification:

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

knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

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

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

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

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX D-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____, 2012.

By _____
(signature of authorized official)

(title of authorized official)