



August 1, 2013

**REQUEST FOR QUALIFICATIONS
ON-CALL ASSISTANCE - TRANSPORTATION MANAGEMENT
SYSTEM (TMS) TECHNICAL ADVISOR**

To: Interested Parties

The Metropolitan Transportation Commission (MTC), Bay Area Toll Authority (BATA), and Service Authority for Freeways and Expressways (SAFE) and Bay Area Infrastructure Financing Authority (BAIFA), collectively "MTC") invite your firm to submit a Statement of Qualifications (SOQ) to provide on-call assistance as a Technical Advisor to support Transportation Management System (TMS) projects managed by MTC's Operations Section. Through this Request for Qualifications (RFQ), MTC will select a panel of consultants to provide these services on an as-needed task order basis.

This letter, together with its enclosures, comprises the RFQ for Transportation Management System Technical Advisor. SOQs should be submitted in accordance with the instructions set forth in this RFQ.

I. Statement of Qualifications Due Date

Interested firms must submit one (1) original and five (5) hard copies of their Statement of Qualifications (SOQs) no later than **12 p.m., Thursday, August 29, 2013. SOQs received after that date and time will not be considered.**

One (1) electronic copy in PDF format must be submitted to the Project Manager. Submission of the electronic copy will not satisfy the SOQ submission deadline. SOQs submitted before the deadline shall be considered firm offers, to provide the services described in this RFQ, for a period of one hundred twenty (120) days from the date of submittal.

II. MTC Point of Contact

Statements of Qualifications and all inquiries relating to this Request for Qualifications shall be submitted to Kaki Cheung, Project Manager, at the address shown below. For telephone inquiries call (510) 817-5752. Email inquiries may be addressed to: KCheung@mtc.ca.gov.

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

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Bijan Sartipi
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Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

III. Scope of Work, Funding and Method of Payment

The firm(s) selected for contracts as a result of this RFQ will be expected to work under the direction of staff from MTC as outlined in *Appendix A, Preliminary Scope of Work*. All work will be assigned pursuant to MTC-initiated 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 task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager and specified in signed 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 a three-year period, from November 15, 2013 through June 30, 2016, with the option on the part of MTC to extend to June 30, 2020 subject to the parties' agreement on renewal terms. 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 'Consultant Panel' and the needs of particular projects.

When a task arises, MTC reserves the right to select one consultant from the pool, or to ask one or more of the consultants in the pool 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.

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, Attachment H, Federally Required Clauses*, and *Appendix C, Attachment I, State Required Clauses*. *Appendices D-1 and D-2* also apply.

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) 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. Awards, if any, will be made 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(s) at the time the recommendation is approved.

IX. Selection Timetable

10 a.m. (PST), Friday, August 9, 2013	Proposers' Conference in the Joseph P. Bort Metro Center Building, 101 8 th Street, Oakland, CA, Fishbowl Conference Room
4 p.m. (PST), Monday, August 12, 2013	Closing date and time for requests for clarifications/ exceptions to RFQ provisions
12 p.m. (PST), Thursday, August 29, 2013	Closing date and time for receipt of Statements of Qualifications at MTC offices
Week of September 23, 2013	Interviews (If conducted)
Friday, November 8, 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 firms(s) for 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. Any selection made will be of the firm(s) whose SOQ is the most advantageous to MTC, based on the evaluation criteria described in Section VIII.

A sample of 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.

The selected firms will be required to maintain insurance coverage during the term of the contract 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 (10) days of MTC's notice to a firm that it has been selected for the bench. 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 that individual contracts be awarded to Consultants selected for the bench.

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

Sincerely,



Andrew B. Fremier
Deputy Executive Director, Operations

AF: AP

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REQUEST FOR QUALIFICATIONS

FOR

ON-CALL ASSISTANCE –

TRANSPORTATION MANAGEMENT SYSTEM TECHNICAL ADVISOR

TO

METROPOLITAN TRANSPORTATION COMMISSION

AUGUST 1, 2013

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

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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). As such, MTC is responsible for regularly updating the Regional Transportation Plan (RTP), a comprehensive blueprint for the development of mass transit, highway, airport, seaport, railroad, bicycle and pedestrian facilities.

Bay Area Toll Authority (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.

MTC Service Authority for Freeways and Expressways (SAFE) is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system in the nine San Francisco Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

BAIFA was created as a Joint Powers Authority (JPA) between MTC and BATA to plan, develop, operate and finance transportation projects, including express lanes. In October 2011, the California Transportation Commission (CTC) found the Express Lane Network eligible for development and operation by MTC under Section 149.7 of the Streets and Highways Code. A discussion of BAIFA's express lane responsibilities is available on MTC's website at http://apps.mtc.ca.gov/meeting_packet_documents/agenda_2031/4_BAIFA_Resolution_4.pdf

B. Background

The consultant panel selected through this RFQ process will support the operation and maintenance of the regional 'Transportation Management System (TMS)' by providing technical and advisory services. The TMS encompasses (1) highway operations equipment; (2) critical freeway and incident management functions; and (3) Transportation Management Center (TMC) functions. MTC, in coordination with Caltrans and California Highway Patrol (CHP), is responsible for the TMS. In addition, the bench selected through this RFQ will respond to needs identified by MTC's Operations Section. MTC anticipates the need for technical assistance on the following projects/concepts:

1. **511 Traveler Information** - The 511 Traveler Information Program is a partnership among MTC, Caltrans, the California Highway Patrol (CHP), and many of the region's transit and paratransit operators. The program provides traffic, transit, ridesharing, bicycling, and parking information on the phone (511) and web (511.org). Select features are also available via mobile web (m.511.org), app (511 Transit) and text messaging.

2. **Regional Real-Time Transit Signage** - Regional Real-time Transit Signage provides real-time predicted departures, or scheduled departures when predictions are not available, via large size in-station displays at regional transit hubs. Assembled in a webpage that is specific to each hub and/or sign location, the departure information is derived from 511 data, and include all transit agencies and routes appropriate for the sign location.
3. **TOS Equipment Management System (TEMS)** - TEMS is a comprehensive asset management database developed by MTC to maintain and manage the inventory of Traffic Operation System (TOS) equipment (CCTVs, loop detectors, communications equipment, ramp metering equipment, and changeable message sign etc.) installed on the Bay Area freeway system. The database can be used to determine the implementation status, usability, and completeness of TOS equipment.
4. **Advanced Traffic Management System (ATMS)** - MTC supported the development of the Advanced Traffic Management System (ATMS) used by Caltrans District 4 staff located at the regional Transportation Management Center. The ATMS, which has been in use since June 2011, allows TMC operators to actively operate and maintain TOS equipment and critical freeway and incident management functions, such as detecting freeway speeds; controlling field cameras, ramp meters and changeable message signs; and providing incident detection and response plans.
5. **Transportation Management Center (TMC) Video Wall** - MTC contracted with third party vendors to design, purchase, and install new video units to fit within the video wall at the Caltrans District 4 TMC. Installation was completed in February 2011. The new video screens allow TMC staff to view all the camera images broadcast into the TMC. MTC is considering upgrading other components of the TMC Video Wall system.
6. **Bay Area Video Upgrade (BAVU)** - The BAVU project expanded the system functionality to the field camera system initially deployed by Caltrans. TMC enhancements including hardware and software upgrades were performed and approximately 300 Closed Circuit TV (CCTV) field sites were upgraded and/or replaced.
7. **Regional ITS Architecture** - The Bay Area Intelligent Transportation Systems (ITS) Architecture facilitates ITS planning and ITS project development and procurement. ITS is the use of technologies to improve transportation safety, operations, and efficiency. This definition encompasses a broad range of technologies that require effective coordination between organizations, at both the institutional and technical level. The Bay Area ITS Architecture along with its technical framework is a step in this direction. It describes the approach to installing and operating technologies in the transportation system environment across multiple jurisdictions (over a ten-year horizon). It identifies ITS deployment priorities and agency roles and responsibilities associated with ITS. The Bay Area ITS Architecture is available at <http://www.mtc.ca.gov/planning/ITS/>.
8. **Center to Center** - The “Center to Center” program was designed to share traffic video, sensor data, and incident data from the Regional Transportation Management Center to “Smart Corridor” communication centers located throughout the region by creating a common communications interface. The “Smart Corridor” projects are sponsored by cities, counties and/or congestion management agencies (CMAs). So far, Regional TMC information has been integrated with the communication centers for the San Francisco and Silicon Valley Smart Corridor projects. A fourth center serving the Tri-Valley region

(Dublin/Pleasanton/Livermore) is in the implementation stages. Centers are responsible for maintaining their own equipment, which was provided through MTC grants.

- 9. Integrated Corridor Management (ICM)** - The goal of ICM is to relieve congestion and improve mobility, accessibility and safety by identifying how existing and planned Intelligent Transportation Systems (ITS) and operations can be better coordinated and integrated across networks and jurisdictional boundaries. Identification and prioritization of ICM strategies are informed through corridor studies, focusing on balancing demand and capacity across the entire system comprised of freeway, arterial and transit facilities.
- 10. Incident Management** - Traffic congestion caused by incidents is a major problem affecting mobility in the San Francisco Bay Area. MTC works in conjunction with the Caltrans and CHP to facilitate and promote interagency coordination among Bay Area traffic incident management and response personnel as part of a comprehensive Incident Management Program to enhance traffic incident detection, verification, mitigation, response and clearance.

II. AREA OF CONSULTANT EXPERIENCE

Consultants may submit SOQs as an individual firm or as part of a multi-disciplinary team (“Consultant” herein refers to an individual firm or such team). If a Consultant team is formed, one firm within each team must submit the SOQ and serve as the prime consultant. Remaining firms(s) shall be subcontractors. To be eligible for SOQ evaluation, Consultant must meet the Minimum Qualifications (MQs) described in Section III of this RFQ.

The selected Consultant will provide technical and advisory services for the projects described in Section I, as well as other regional ITS and operational projects yet to be determined. A preliminary scope of work is attached in *Appendix A, Preliminary Scope of Work*.

III. MINIMUM QUALIFICATIONS

The Minimum Qualifications (MQs) required are described below.

1. The Consultant must designate a Project Manager with at least five (5) years of overall project management experience performing and coordinating work similar to that described in *Appendix A, Preliminary Scope of Work*.
2. In the past five (5) years, the Consultant has successfully completed project(s) substantially similar to no less than five (5) of the seven (7) tasks described in *Appendix A, Preliminary Scope of Work*.

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 as outlined in *Appendix A, Preliminary Scope of Work*. All work will be assigned pursuant to MTC-initiated 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 task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager and specified in signed 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*.

Bench contracts resulting from this RFQ will be for a three-year period, through June 30, 2016, with the option on the part of MTC to extend individual contracts in one-year increments through June 30, 2020, subject to the parties' agreement on renewal terms. Selection to be on the bench does not guarantee that a contract will be awarded, or that, once awarded, a task order will be executed.

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*, Attachment H, Federally Required Clauses, and *Appendix C*, Attachment I, State Required Clauses. *Appendices D-1 and D-2* also apply, and should be completed and return with SOQs.

When a task is needed, MTC reserves the right to select one Consultant from the bench, or to ask one or more of the Consultants on the bench for a proposal and to select the Consultant best suited to perform the task.

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 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 Proposer'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 twenty (120) days from SOQ submission. (Not to exceed 1 page.)

B. Title Page

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

C. Firm Qualifications and Experience

1. A detailed statement describing the Consultant's qualifications and experience relative to the work described in *Appendix A*, Preliminary Scope of Work and how they meet the Minimum Qualifications (MQs) described in Section III. (Not to exceed 5 pages.)

2. A description of the Consultant's organizational structure identifying Principal-In-Charge (PIC), Project Manager (PM) and Lead Staff. Describe the depth of staff resources to work on multiple projects at the same time. (Not to exceed 2 pages.)

D. Staff Qualification and Experience

1. Provide a brief summary of staff experience relevant to *Appendix A, Preliminary Scope of Work* and Section III Minimum Qualifications. (Not to exceed a total of 3 pages.)
2. Explain the Project Manager's and key staff's experience working with MTC, Caltrans District 4, Transit Agencies and SF Bay Area ITS Projects. (Not to exceed a total of 2 pages.)
3. Staff resumes highlighting relevant experience of the staff expected to work on the resulting contract in the following order – Principal In-Charge (PIC), Project Manager (PM), Lead Staff and Technical Support Staff. (Not to exceed 5 pages.)

E. Similar Projects

Provide examples of Consultant's experience with at least one (1) project substantially similar to five (5) of the seven (7) tasks in *Appendix A, Preliminary Scope of Work*, completed in the past five (5) years.

Project summaries must include the name of the client, the Consultant's role and responsibilities, key staff and their roles and responsibilities, the firm's contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference. (Not to exceed 6 pages for this section.)

F. References

Provide three (3) references attesting to Proposer's previous experience in performing work substantially similar or related to the services proposed. Please provide the names of clients for whom the Proposer's firm has performed such work, along with the names and telephone numbers of client contact person(s) for each reference. (Not to exceed 1 page.)

MTC reserves the right to contact firms not referenced if MTC is aware of other clients that have employed the submitting firm.

G. Work Sample

Provide a report or final work product prepared by key members of the Consultant team that was produced as a deliverable for a task comparable in scope and details to a task identified in *Appendix A, Preliminary Scope of Work*. Where key members of the team have not worked together on the same project, separate reports or final work products shall be submitted. Identify which key members worked on each report or final work product and in what capacity, and provide client contact information. The work sample will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness (see Section VI).

H. Price Proposal

A **SEPARATE, SEALED ENVELOPE** including your firm's fully loaded hourly rates, including a description of all charges that would be passed on to MTC. For hourly rates, indicate when rates are due to change, that basis for change, and approximately how much they can be expected to change each year.

I. Conflict of Interest

By submitting an SOQ, the Proposers 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 from this RFQ or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090. Proposers 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.

Further, please review Section VII. GENERAL CONDITIONS, subsection G. Organizational Conflicts of Interest.

J. Forms and Certificates

1. A signed California Levine Act statement for each consultant and any subconsultants
2. (*Appendix B*)
3. A signed Insurance Provisions document (*Appendix C-1*).
4. A signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters for each Consultant and any subconsultants (*Appendix D-1*);
5. A signed Certification of Restriction on Lobbying for each Consultant and any subconsultants (*Appendix D-2*)
6. Certification of Financial Management System and Contract Costs (*Appendix E*)

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

VI. EVALUATION

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. 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 factors, 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 described in *Appendix A, Preliminary Scope of Work*; this may include information gathered through references; (40%)
2. Project manager and key staff familiar with Bay Area ITS Infrastructure/Transportation System Management and experience working with Caltrans District 4; (30%)
3. Written and oral communication, as evidenced in the submitted SOQ and interviews, if held; and (20%)
4. Depth of staff resources to work on multiple projects at the same time. (10%)

MTC reserves the right to review and evaluate the references of short-listed firms only.

Firms' hourly rates will not be a factor in the evaluation. However, MTC reserves the right, after the firms have been ranked, to decline to enter into a contract with a firm whose rates are unreasonable in MTC's sole discretion, and/or to negotiate with the top ranked firms.

Following the evaluation, the panel may elect to recommend award to a list of Consultants or may develop a "short list" of Consultants for interview based on a reasonable likelihood of being awarded a contract. MTC reserves the right to review and evaluate the references of 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. The firms will then be ranked and the ranking will be forwarded to the MTC Executive Director. If the Executive Director agrees with the panel's recommended ranking, 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 reserves the right not to award a contract to a Proposer that appears with a conflict of interest, actual or apparent, that cannot be adequately mitigated, in MTC's opinion.

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

C. Recommendation(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 MTC's Operations Committee for approval.

VII. 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 SOQs are most advantageous to MTC based on the evaluation criteria outlined in Section VI.B and 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 twenty (120) 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.

The selected Consultants* will be required to maintain insurance coverage, during the term of the contract, at 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 that it has been selected for the bench. 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.

*Please see *Appendix C, Standard Consultant Agreement, Attachment E, Insurance and Financial Security (Bond) Provisions*, for the insurance relationship between a Consultant and its subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under an agreement resulting from this RFQ.

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 recommended bench consultants.

Protests of recommended consultants 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 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 select a particular Consultant for the bench 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. SOQ's 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 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 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 mark each page containing proprietary information as confidential, include the statement as described above on the front of the proposal and 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 selection to the bench, 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.

Proposer 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 used for 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 task order issued under any contract that includes federal funds 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 Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, 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

The on-call technical and advisory services that may be required as a result of this RFQ shall include, but are not limited to, the tasks listed below. Actual work assignments shall be as described in individual task orders that may be issued under the resulting contract(s) with the successful team(s).

1. Strategic Advice and Technical Guidance:
 - a. Support MTC strategic planning efforts as needed. These efforts could include peer review studies, long-term visioning, Strength, Weakness, Opportunities and Threat “SWOT” analysis, cost-benefit analysis, usage analysis, etc.
 - b. Provide industry insight and perform industry reviews and analysis of traveler information, website development and hosting, website support software (e.g., content management systems, usage analytics software), open source software and data, mapping platforms, communications technology, trends in mobile device platforms and applications, open data, consumer technology, Intelligent Transportation Systems, Traffic Operations Systems equipment and strategies, long-term maintenance strategies, accessibility and foreign language strategies, and other aspects related to MTC operational projects.
 - c. Provide technical and strategic advice on regional communication plans, bandwidth analysis and fiber sharing strategies.
2. General Project Oversight and Support
 - a. Review and assess Consultant/Contractor’s approach to tasks, including hardware selection, software design, development, testing, implementation, maintenance, configuration control procedures, etc. for freeway management, express lanes and ICM projects; consider alternative approaches and make recommendations, as appropriate. Ensure compliance with applicable ITS, accessibility, and other standards. Confirm reasonableness of schedule, scope, cost and expected outcomes of all work proposed.
 - b. Participate in Technical Advisory Committee (TAC) meetings as needed.
 - c. Support compliance with and adherence to the Transportation Management System (TMS) Plan.
 - d. Assist in coordination of TMS maintenance and operations responsibilities between MTC and partner agencies.
 - e. Coordinate with other MTC contractors as needed, including those conducting field equipment maintenance, database and software engineering activities.
3. Performance Monitoring and Evaluation
 - a. Develop performance measures and standards for TMS hardware, software, program components, program initiatives, demonstration projects, etc.
 - b. Assist in development of and updates to any performance monitoring plans and procedures, including recommendation of software.
 - c. Ensure compliance with performance monitoring plans.
 - d. Conduct evaluations, possibly in the field, to understand the general public’s experiences with operational systems, including but not limited to:
 - i. General Population Surveys
 - ii. Travel Time monitoring
 - iii. Real-time Transit monitoring

- e. Evaluate the outcomes of contractor work products.
 - f. Evaluate demonstration projects.
 - g. Support monthly or quarterly reporting efforts for 511 Traveler Information and other projects by compiling data (e.g., usage) and drafting reports.
4. Software Development Oversight & Support
- a. Support the development of software enhancements to the 511 system, ATMS, TEMS, BAVU, database management software and other ITS projects.
 - b. Assist in completing concept of operations and functional requirements. Assess for completeness including cost-effectiveness, usability, accessibility, performance, operations and maintenance requirements. Ensure existing system requirements are incorporated as appropriate.
 - c. Assist in defining whether to buy commercially available off-the-shelf software or develop custom software. Assess cost and risk of options. Assist with developing, analyzing and recommending policies and procedures for intellectual property issues, including software ownership, licensing and sharing of software with MTC partners.
 - d. Assist in technical review of relevant deliverables of the software development process, including draft and final system designs, user acceptance test plans and results, operations and maintenance procedures, software transition plans, system enhancement plans and proposed schedules.
 - e. Monitor and document system acceptance testing.
5. Regional ITS Architecture Support
- a. Respond to technical questions from ITS project sponsors on compliance with the Regional ITS Architecture.
 - b. Develop and implement strategies to support compliance with state and federal requirements related to ITS projects.
 - c. Maintain content on the ITS Regional Architecture Web page in coordination with MTC Graphics (<http://www.mtc.ca.gov/planning/ITS/>).
 - d. Solicit ITS project additions, deletions and status changes from transportation stakeholders in the region. Serve as a technical resource for stakeholders to determine whether a particular project should be included in the Regional Architecture.
 - e. Update the Bay Area ITS Architecture as requested (<http://www.mtc.ca.gov/planning/ITS/>).
6. Systems Engineering
- a. Consult on systems engineering practices and how to apply them to TMS projects.
 - b. Prepare, review and advise on System Engineering Management Plans.
 - c. Support development of Systems Engineering Review Forms (SERFs) and Systems Engineering Management Plans (SEMPs) for MTC's ITS projects, as requested, including assistance with:
 - i. Concept of Operations reports (e.g. Express Lanes, ICM)
 - ii. System/Subsystem Level Requirements,
 - iii. Implementation Plans,
 - iv. Procurement Plans,
 - v. Engineering Cost Estimates,
 - vi. Operations & Maintenance Plans,
 - vii. Validation & Verification Plans, and
 - viii. Testing and Acceptance Plans.

7. Procurement Assistance

- a. Assist development of procurement/contracting strategy. Address potential advantages and disadvantages to different approaches.
- b. Assist with the development of procurement documents, including identification of evaluation criteria, functional requirements, performance standards, evaluation criteria, Scopes of Work, etc.
- c. Ensure that all ITS architecture requirements are addressed, including applicable industry, regional and federal system architecture standards and the need for a Systems Engineering Management Plan as required for federal funding.
- d. Assist in developing a list of possible contractors to whom the procurement documents will be mailed.
- e. Provide detailed technical review of industry comments on procurement documents, proposals in response to procurement documents and 'best and final offers' (BAFOs), as applicable. Advise MTC on proposal evaluation issues, as requested.
- f. Assist with drafting contract documents.

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:

Alicia C. Aguirre	Federal D. Glover	Joe Pirzynski
Tom Azumbrado	Scott Haggerty	Jean Quan
Tom Bates	Anne W. Halsted	Bijan Sartipi
David Campos	Steve Kinsey	James P. Spering
Dave Cortese	Sam Liccardo	Adrienne J. Tissier
Bill Dodd	Mark Luce	Scott Wiener
Dorene M. Giacomini	Jake Mackenzie	Amy Rein Worth

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 (√)	Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.
—	<u>Workers' Compensation Insurance</u> 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.
—	<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, MTC SAFE 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.
—	<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.
—	<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. 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.
—	<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.
—	<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 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 SOQ.

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 _____, 2013.

By _____
(signature of authorized official)

(title of authorized official)

**APPENDIX E, CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM AND
CONTRACT COSTS**

EXHIBIT 10-K CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM AND CONTRACT COSTS**Consultant Certification:**

Consultant Firm Name: _____

Cost Proposal Date: _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that all costs in this proposal (prime consultants and all subconsultants) are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), Part 31 and the indirect cost rate(s) have been prepared or audited in accordance with the following criteria and in the acceptable indirect cost rate schedule formats, and retained in the project files:

1. Generally Accepted Government Auditing Standards (GAGAS) issued by the United States Government Accountability Office, if applicable.
2. 23 Code of Federal Regulations (CFR), Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts.
3. 48 CFR, Chapter 1, Part 31 – Contract Cost Principles
4. 48 CFR, Chapter 99, Cost Accounting Standards, Subpart 9900
5. All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed.

I, the undersigned, further certify that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of title 49, CFR, Part 18.20.

In addition, I the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of States in which the firm does business is _____.

*Consultant Certification Signature: _____

Consultant Certifying Name and Title (Print): _____

Consultant Contact Information – Email and Phone number _____

Date of Consultant Certification (mm/dd/yyyy) _____

*An Individual executive or financial officer of the contractor's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.