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Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

January 28, 2014

**REQUEST FOR QUALIFICATIONS
for
ON-CALL PDA TECHNICAL AND STAFFING ASSISTANCE**

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to assist MTC and the Association of Bay Area Governments (ABAG) with the delivery of on-call technical and staffing assistance to local jurisdictions to support smart growth planning work related to the implementation of Plan Bay Area, the region's long-range transportation plan/Sustainable Communities Strategy. Specifically, qualified firms or teams will be asked to work with local jurisdictions and regional agency staff to advance a number of different efforts, including the delivery of technical and staffing assistance directly to local jurisdictions.

This letter and its enclosures constitute the Request for Qualifications (RFQ) for this project. Through this RFQ, MTC will select a "bench" of eligible firms or teams with which MTC may contract to provide these services on an as-needed basis for a three and a half year period ending in December 2017. Responses should be submitted according to the instructions set forth in this RFQ.

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

I. Statement of Qualifications Due Date

Interested firms must submit an original, three (3) hard copies and one (1) electronic copy in PDF format of their Statement of Qualifications (SOQs) no later than **4:00 p.m., Friday, March 7, 2014**. 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 twenty (120) days from the date of submittal.

II. MTC Point of Contact

SOQs and all inquiries relating to this RFQ shall be submitted to Therese Trivedi at the address shown below. For telephone inquiries call (510) 817-5767. Email inquiries may be addressed to: trivedi@mtc.ca.gov.

Therese Trivedi, Senior Planner
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 8th Street
Oakland, CA 94607-4700

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 perform the 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*.

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 up to an approximate three-and-a-half-year period, ending December 31, 2017, or when the project funds are exhausted, with the option at MTC’s discretion to extend in one-year increments for up to a total of two additional years. 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/teams and the needs of particular projects.

The resulting contracts will be funded with federal funds in an amount estimated to be approximately three million dollars (\$3,000,000) over the contract term with option years, 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.

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

10 a.m. (PST), Wednesday, February 12, 2014	Proposers' Conference in the Joseph P. Bort Metro Center Building, 101 8 th Street, Oakland, CA, Fishbowl Conference Room
3 p.m. (PST), Friday, February 14, 2014	Closing date and time for requests for clarifications/ exceptions to RFQ provisions
No later than five (5) working days prior to the date SOQs are due	Closing date for objections to RFQ provisions
4 p.m. (PST), Friday, March 7, 2014	Closing date and time for receipt of Statements of Qualifications at MTC offices
March 17-19, 2014 (approximate)	Interviews (if conducted)
April 9, 2014	MTC Administration 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 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 this RFQ.

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.

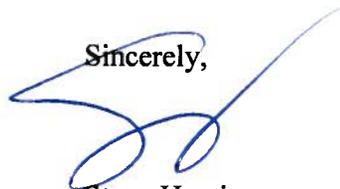
The selected firms will be required to maintain insurance coverage during the term of the contract at the levels described in *Appendix C-1*. By submitting an SOQ, a firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix 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 than 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 Administration 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,



Steve Heminger
Executive Director

SH: TT

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REQUEST FOR QUALIFICATIONS

FOR

ON-CALL PDA TECHNICAL AND STAFFING ASSISTANCE

TO

METROPOLITAN TRANSPORTATION COMMISSION

January 28, 2014

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

TABLE OF CONTENTS

I. PURPOSE AND PROJECT DESCRIPTION.....	1
II. AREA OF CONSULTANT EXPERIENCE.....	1
III. MINIMUM QUALIFICATIONS.....	3
IV. SCOPE OF WORK, BUDGET AND METHOD OF PAYMENT.....	4
V. FORM OF STATEMENT OF QUALIFICATIONS.....	4
A. Transmittal Letter.....	4
B. Title Page.....	5
C. Firm Qualifications and Experience.....	5
D. Staff Qualification and Experience.....	5
E. Similar Projects.....	5
F. References.....	5
G. Work Sample.....	6
H. Price Proposal.....	6
I. Conflict of Interest.....	6
J. Forms and Certificates.....	6
VI. EVALUATION.....	6
A. Review for Satisfaction of Minimum Qualifications and Responsiveness.....	6
B. Evaluation.....	7
C. Recommendation(s) for Contract Award(s).....	7
VII. GENERAL CONDITIONS.....	8
A. Limitations.....	8
B. Award.....	8
C. Binding Offer.....	8
D. Contract Arrangements.....	8
E. Selection Disputes.....	8
F. Public Records.....	9
G. Organizational Conflicts Of Interest.....	10
H. Disadvantaged Business Enterprise (DBE) Policy.....	11
APPENDIX A, PRELIMINARY SCOPE OF WORK.....	14
APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT.....	18
APPENDIX C, MTC STANDARD CONSULTANT AGREEMENT.....	19
APPENDIX C-1, INSURANCE REQUIREMENTS.....	20
APPENDIX D-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.....	23
APPENDIX D-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING.....	26

I. PURPOSE AND PROJECT DESCRIPTION

A. Purpose and Need

MTC and ABAG seek on-call consultant assistance with various technical assistance efforts related to the regional smart growth planning and funding programs that serve to implement Plan Bay Area, the region's long-range transportation plan/Sustainable Communities Strategy adopted July 18, 2013.

PDA Technical Assistance

Plan Bay Area projects the region to grow by an additional 1.1 million jobs and 2 million people by the year 2040, creating a need for approximately 660,000 housing units to accommodate the projected growth. Nearly 80% of new housing units and more than 60% of new jobs are projected to be located in Priority Development Areas (PDAs) throughout the region. PDAs are locally-designated areas that are planning for future growth. Based on input from community and neighborhood residents, local plans are adopted that create the vision and blueprint for how future PDA growth will occur. After plans are adopted, jurisdictions often encounter implementation barriers related to elements of the plan that require additional attention, which most frequently occur in the following areas:

- Parking policy and demand analysis
- Municipal financing mechanisms
- Development feasibility analysis
- Infrastructure planning and design
- PDA circulation and transit station access
- TOD-supportive design and zoning.

PDA Staffing Assistance

Staff reductions in recent years have made it difficult for cities with PDAs to carry out neighborhood planning efforts critical to Plan Bay Area implementation. The objective of the PDA Staffing Assistance component of the RFQ is to offer staff to jurisdictions to address these needs. Examples of the types of projects with which jurisdictions are eligible to receive planning assistance through this program are:

- Station Area/PDA Planning (i.e. Specific or Precise Plan with EIR)
- Planning for mixed income near transit: increasing affordability with location efficiency
- Planning and implementing transit connectivity to employment, housing and services
- Evaluating transit corridors and their relationship to Transit Oriented Development (TOD)
- Planning and implementing Complete Communities (mix of uses, diversity of incomes, etc.)
- Expanding housing opportunities near transit
- Addressing parking management and pricing connected to new land uses
- Bicycle and pedestrian planning connected to new land uses.

Technical and staffing assistance will be offered through the Consultant “bench” to jurisdictions related to the descriptions above based on their needs. The types of work to be completed will depend on the exact needs of both local jurisdictions with land use authority and the needs of the regional agencies to advance implementation of Plan Bay Area through key grant programs to the greatest extent possible. A preliminary scope of work illustrating the type of tasks associated with this project is included in this RFQ as *Appendix A, Preliminary Scope of Work*.

While all Bay Area jurisdictions with PDAs will be eligible for this type of assistance, priority will be given to the top 16 cities taking on 2/3 of the regional housing growth as projected in Plan Bay Area. Projects will be selected on a competitive basis.

II. AREAS OF CONSULTANT EXPERIENCE

Consultants must submit SOQs for all of the categories described below, either 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 firm(s) shall be subcontractor(s). To be eligible for SOQ evaluation, Consultant or firms within a Consultant team must meet all of the Minimum Qualifications (MQs) described in Section III of this RFQ.

Consultants with which MTC contracts shall provide on-call PDA technical and staffing assistance in the following categories on an as-needed basis. The categories are briefly described below, and a preliminary scope of work is attached in *Appendix A, Preliminary Scope of Work*.

A. PDA Technical Assistance

Expertise and ability to conduct analytical work in the following types of projects:

- Parking policy and demand analysis, with an emphasis on the use of *MTC’s Parking Policies to Support Smart Growth Toolbox/Handbook*
- Municipal financing mechanisms (both standard and innovative) for TOD, including public and private infrastructure, affordable housing, and other related TOD improvements
- Development feasibility analysis such as development of pro-formas and return on investment analysis
- Neighborhood/PDA-wide infrastructure planning and design, emphasizing green infrastructure and low-impact development for energy efficiency, storm-water management, etc.
- PDA circulation and transit station access for new and existing development, emphasizing complete streets and the needs of pedestrians, persons with disabilities, bicycles, shuttles, transit drop-off, and local circulation
- TOD-supportive design, visualization and zoning, form-based codes, and smart growth urban design guidelines or visualization to address building form and scale, urban character, connectivity and accessibility, and place-making

B. PDA Staffing Assistance

Expertise and ability to conduct analytical work in the following areas:

- Station Area/PDA Planning (i.e. Specific or Precise Plan with EIR)

- Planning for mixed income neighborhoods near transit: increasing affordability with location efficiency
- Planning and implementing transit connectivity to employment, housing and services
- Evaluating transit corridors and their relationship to Transit Oriented Development (TOD)
- Planning and implementing Complete Communities (mix of uses, diversity of incomes, etc.)
- Expanding housing opportunities near transit
- Addressing parking management and pricing connected to new land uses
- Bicycle and pedestrian planning connected to new land uses

C. Regional Agency Support

Consultant will assist in advancing development of new or existing fund programs. In addition, Consultant will provide technical training sessions to be hosted either at ABAG/MTC offices or at various locations throughout the Bay Area. These trainings will focus on Complete Streets, or the TOD issues outlined in A, PDA Technical Assistance.

III. MINIMUM QUALIFICATIONS

Consultants must submit qualifications for all of the technical and staffing assistance categories. The Minimum Qualifications (MQs) required for each Service Category are described below.

A. Minimum Qualifications – PDA Technical Assistance

1. The Consultant has previously completed projects the same as or similar to each type of project listed under PDA Technical Assistance, *Appendix A, Preliminary Scope of Work* within the past five (5) years;
2. Project Manager must have at least three (3) years of overall project management experience performing work similar to that described in Service Category A, *Appendix A*; and
3. The Consultant must identify a lead staff for each of the PDA Technical Assistance project types. Lead staff identified for each subcategory must individually demonstrate experience as a lead in areas substantially similar to the work in Attachment A, *Preliminary Scope of Work* for which they are identified within the past two (2) years.

B. Minimum Qualifications – PDA Staffing Assistance

1. The Consultant has available staff at the junior-level (less than five years of experience), mid-level (five to ten years of experience) and senior-level (ten years of experience or more) to assist local jurisdiction staff with tasks identified in, *Appendix A, Preliminary Scope of Work*; and
2. The Consultant must identify a lead staff for each of the Staffing Assistance project types. Lead staff identified for each subcategory must individually demonstrate experience as a lead in areas substantially similar to the work in *Appendix A, Preliminary Scope of Work* for which they are identified within the past two (2) years. Lead staff may have experience in more than one category.

C. Minimum Qualifications – Service Category C, General Planning Support

1. The Consultant meets both A and B above.

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 up to a three-and-a-half-year period, through December 30, 2017, with the option on the part of MTC to extend in one-year increments for up to a total of two additional years, subject to the parties' agreement on renewal terms. Selection to be on the bench does not guarantee that a contract will be awarded.

The resulting contracts will be funded 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, and should be completed and return with SOQs.

MTC reserves the right in its sole discretion not to enter into any contract as a result of this SOQ. Placement on the bench of qualified firms to perform individual, as yet unspecified, technical assistance, staffing assistance, or other tasks, does not guarantee a firm will be contacted or awarded a contract or, if awarded a contract, assigned task orders. MTC reserves the right in its sole discretion to determine which Consultant's or Consultant team's qualifications, experience, available resources and ability to perform the required services best suit each project or task. Further, MTC reserves the right in its sole discretion to hold mini-procurements among bench firms to award task order work. Mini-procurements will be held among bench firms to select the most qualified firm for tasks that require engineering and/or design related services.

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

- A detailed statement describing the Consultant's qualifications and experience relevant to the types of PDA technical and staffing assistance listed in Section II. Refer to 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.)

D. Staff Qualification and Experience

- Provide a brief summary (narrative) of staff experience relevant to the types of PDA technical and staffing assistance listed in Section II. Refer to Section III for MQs. (Not to exceed a total of 3 pages.)
- Provide a summary matrix indicating which firms will be responsible for each type of PDA technical and staffing assistance project type listed in Section II. (Not to exceed 2 pages.)
- Staff resumes highlighting relevant experience of the staff expected to work on the resulting contract by types of technical and staffing assistance in the following order – PIC (if applicable), PM, Lead Staff and Technical Support Staff.

E. Similar Projects

As described in Section III, provide the following information regarding project experience and qualifications that the Consultant possesses.

PDA Technical Assistance – Summaries of projects completed in the past five (5) years, that are the same as or similar to the types listed under PDA Technical Assistance, as applicable.

PDA Staffing Assistance – Summaries of projects completed in the past five (5) years, that are the same as or similar to the types listed under PDA Technical Assistance, as applicable.

Project summaries must include the name of the client, the firm'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 a total of 5 pages for this section.)

F. References

Three references attesting to Proposer's previous experience in performing work substantially similar or related to the services proposed. 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. Work Sample

A copy of a report or final work product prepared by key members of the Consultant team in which scope and details are comparable to one of the proposed types of projects listed under PDA Technical Assistance or PDA Staffing Assistance. Where key members of the team have not worked together on the same project, separate reports or final work products may 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 V).

To save paper, MTC requests (but does not require) that where this Part G: Work Sample exceeds 50 pages, it be submitted separately from the SOQ in PDF format (via e-mail, CD or DVD acceptable); in addition, provide one (1) electronic copy in lieu of 3 printed copies.

H. Price Proposal

Please provide your firm's fully loaded hourly rates and a description of all charges that would be passed on to MTC. For hourly rates, indicate when rates are due to change, any basis for the 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.

J. Forms and Certificates

1. A signed California Levine Act statement (*Appendix B*)
2. A signed Insurance Provisions document (*Appendix C-1*).
3. A signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (*Appendix D-1*);
4. A signed Certification of Restriction on Lobbying (*Appendix D-2*)
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 and to ensure that each SOQ meets the

minimum qualifications set out in Section III, Minimum Qualifications. Proposers failing to submit in response SOQ or 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 ABAG and/or other partner agencies, using the factors listed below, which are listed in order of relative importance.

- Firm and assigned staff expertise and experience in carrying out and completing similar types of projects involving all qualifications requested;
- Depth of staff resources to work on multiple projects at the same time;
- Presentation effectiveness, including the abilities to write, illustrate, and present both qualitative and quantitative information in a clear and illustrative manner (oral communication skills will be evaluated if interviews are held); and
- Hourly Rates

Following the evaluation, the panel may elect to recommend inclusion on the “bench” of a list of Consultants or may develop a “short list” of Consultants for interview. 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 selected for the bench and the selection will be forwarded to the MTC Executive Director. If the Executive Director agrees with the panel’s recommended selection, the recommendation will be forwarded to the MTC Administration Committee for approval.

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 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 in order 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 Administration 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, the needs of the specific project, and as otherwise stated within this RFQ.

C. Binding Offer

A signed SOQ submitted to MTC in response to this RFQ shall constitute a binding offer from proposing firms to contract with MTC according to the terms of the 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 Consultant(s)* 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 Proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have

been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

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

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Administration Committee authorizes selection of recommended “bench” of consultants.

Protests of recommended selections or award 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 firm wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the MTC Executive Director. The MTC Administration Committee’s decision will be the final agency decision.

Authorization to select a particular Consultant for the bench or award a contract to a particular Consultant by the MTC Administration 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 Administration 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 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 price 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 described above at the front of its 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 recommendation of consultant(s) to be included in 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 funds will be used for 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 included 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

MTC and ABAG seek on-call consultant assistance with various technical and staffing assistance efforts related to the regional smart growth planning and funding programs that serve to implement Plan Bay Area, the region's long-range transportation plan/Sustainable Communities Strategy adopted July 18, 2013.

PDA Technical Assistance

Plan Bay Area projects that the region will grow by an additional 1.1 million jobs and 2 million people by the year 2040, creating a need for approximately 660,000 housing units to accommodate the projected growth. Nearly 80% of new housing units and more than 60% of new jobs are projected to be located in Priority Development Areas (PDAs) throughout the region. PDAs are locally-designated areas that are planning for future growth. Based on input from community and neighborhood residents, local plans are adopted that create the vision and blueprint for how future PDA growth will occur. After plans are adopted, jurisdictions often encounter implementation barriers related to elements of the plan that require additional attention, which most frequently occur in the following areas:

- Parking policy and demand analysis
- Municipal financing mechanisms
- Development feasibility analysis
- Infrastructure planning and design
- PDA circulation and transit station access
- TOD-supportive design and zoning.

PDA Staffing Assistance

Staff reductions in recent years have made it difficult for cities with PDAs to carry out neighborhood planning efforts critical to Plan Bay Area implementation. The objective of the PDA Staffing Assistance component of the RFQ is to offer staff to jurisdictions to address these needs. Examples of the types of projects with which jurisdictions are eligible to receive planning assistance through this program are:

- Station Area/PDA Planning (i.e. Specific or Precise Plan with EIR)
- Planning for mixed income near transit: increasing affordability with location efficiency
- Planning and implementing transit connectivity to employment, housing and services
- Evaluating transit corridors and their relationship to Transit Oriented Development (TOD)
- Planning and implementing Complete Communities (mix of uses, diversity of incomes, etc.)
- Expanding housing opportunities near transit
- Parking management and pricing connected to new land uses
- Bicycle and pedestrian planning and implementation connected to new land uses.

Technical and staffing assistance will be offered through the Consultant "bench" to jurisdictions related to the descriptions above based on their needs. The types of work to be completed and the associated deliverables will depend on the exact needs of both local jurisdictions with land use authority and the needs of the regional agencies to advance implementation of Plan Bay Area

through key grant programs to the greatest extent possible. The types of work to be completed and associated deliverables will depend on the exact needs of both local jurisdictions responsible with land use authority and the needs of the regional agencies that expect to modify key grant programs to advance TOD to the greatest extent possible.

While all jurisdictions with PDAs will be eligible for the above-listed assistance, the regional agencies will give priority to the top 16 jurisdictions taking on 2/3 of the region's housing growth in Plan Bay Area. Projects will be selected on a competitive basis.

I. Tasks

Task 1: PDA Technical Assistance for Local Jurisdictions

On-call technical assistance will be provided to local jurisdictions to help them overcome specific policy or planning issues (as noted above) in order to advance TOD in PDAs, advancing implementation of Plan Bay Area. This technical support is intended to complement adopted or proposed land use planning processes undertaken by the local jurisdiction in order to overcome specific challenges to the successful implementation of that plan. It is not anticipated to support parcel-level development; the focus is on PDA-level policies or analysis.

Jurisdictions are eligible to apply for assistance in the areas listed below. Consultants or members of the consultant team will be assigned to work with local jurisdictions to complete appropriate tasks. Actual work assignments shall be as described in individual task orders that may be issued under the resulting contracts with the selected Consultants.

- **Parking policy and demand analysis**, with an emphasis on the use of *MTC's Parking Policies to Support Smart Growth Toolbox/Handbook*.
- **Municipal financing mechanisms** (both standard and innovative) for TOD, including public and private infrastructure, affordable housing, and other related TOD improvements.
- **Development feasibility analysis** such as development of pro-formas and return on investment analysis
- Neighborhood/PDA-wide **infrastructure planning and design**, emphasizing green infrastructure and low-impact development for energy efficiency, storm-water management, etc.
- **Transit station access and circulation** for new and existing development, emphasizing complete streets and the needs of pedestrians, persons with disabilities, bicycles, shuttles, transit drop-off, and local circulation.
- **TOD-supportive design and zoning**, form-based codes, and smart growth urban design guidelines to address building form and scale, urban character, connectivity and accessibility, and place-making.

For example, sample tasks related to completing a development feasibility analysis may include:

Task 1: Draft table of revenue and development cost assumptions

Task 2: Prepare technical memorandum and development programs for up to 15 building alternatives, including basic massing scenarios

Task 3: Prepare summary table of land residual values by land development scenario

Task 4: Prepare final report summarizing feasibility analysis results

Task 5: Prepare PowerPoint presentation to be made at up to three public meetings

Additional, related tasks may also be required.

Sample Deliverable #1: Final scope of work, including deliverables, timeline and budget, documenting specific services to be provided to local government staff.

Sample Deliverable #1a: Execution and delivery of final work scope as described in Deliverable #1.

Task 2: PDA Staffing Assistance for Local Jurisdictions

Jurisdictions are eligible to apply for assistance in the areas listed below, where a clear transportation/land use nexus exists. Consultants or members of the consultant team will be assigned to work with local jurisdictions to complete appropriate tasks related to these assignments. Actual work assignments shall be as described in individual task orders that may be issued under the resulting contracts with the selected Consultants.

- Station Area/PDA Planning (i.e. Specific or Precise Plan with EIR)
- Planning for mixed income near transit: increasing affordability with location efficiency
- Planning and implementing transit connectivity to employment, housing and services
- Evaluating transit corridors and their relationship to Transit Oriented Development (TOD)
- Planning and implementing Complete Communities (mix of uses, diversity of incomes, etc.)
- Expanding housing opportunities near transit
- Parking management and pricing connected to new land uses
- Bicycle and pedestrian planning and implementation connected to new land uses.

For example, sample tasks related to completing a PDA Plan (Specific Plan with EIR) may include:

Task 1: Prepare existing conditions analysis

Task 2: Prepare PDA Profile

Task 3: Develop community outreach plan

Task 4: Develop and evaluate land use alternatives including the following planning elements:

- Urban design
- Circulation
- Parking analysis
- Market considerations
- Affordable housing/anti-displacement policies
- Infrastructure assessment

Task 5: Prepare draft Specific Plan and EIR

Task 6: Finalize Specific Plan and EIR

Task 7: Develop financing and implementation strategy

Task 8: Propose Specific Plan and General Plan and zoning amendments for adoption by City Council

Sample Deliverable #2: Final scope of work documenting specific services and tasks to be provided to local government staff.

Sample Deliverable #2a: Execution and delivery of final work scope as described in Deliverable #2.

Task 3: Support for Regional Agencies

Consultant will assist in advancing development of new or existing fund programs. In addition, Consultant will provide technical training sessions to be hosted either at ABAG/MTC offices or at various locations throughout the Bay Area. These trainings will focus on Complete Streets, or other TOD-related issues outlined in A, PDA Technical Assistance.

Sample Deliverable #3: Memo or report documenting specific services and trainings provided.

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 \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
—	<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: See Appendix C, Standard Consultant Agreement, at Attachment E, regarding CONSULTANT'S liability for Subcontractors.

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 _____, 2014.

By _____
(signature of authorized official)

(title of authorized official)