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January 10, 2008

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL  
for  
Phase 2 –Regional Airport System Plan Analysis  
Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to assist MTC in analyzing alternative strategies for serving long-term regional aviation demand in the nine-County San Francisco Bay Area.

This letter and its enclosures constitute the Request for Qualifications/Request for Proposal (RFQ/RFP) for this project. Responses should be submitted according to the instructions set forth in this RFQ/RFP.

**Proposal Due Date**

Interested firms must submit an original and six (6) hard copies of their proposal by Friday, 3:00 p.m., February 15, 2008. ***Proposals received after that date and time will not be considered.*** One (1) electronic copy must also be submitted. Submission of the electronic copy will not satisfy the proposal submission deadline.

Proposals will be considered firm offers to enter into a contract and perform the work described in this RFQ/RFP for a period of ninety (90) days from their submission.

**MTC Point of Contact**

Proposals and all inquiries relating to this RFQ/RFP shall be submitted to Doug Kimsey, Project Manager, at the address shown below. E-mail inquiries may be directed to [dkimsey@mtc.ca.gov](mailto:dkimsey@mtc.ca.gov). For telephone inquiries, call (510) 817-5790.

Doug Kimsey, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, California 94607-4700  
Fax: (510) 817-5718

**Background**

MTC is the regional transportation planning agency for the nine-county San Francisco Bay Area. MTC, the Association of Bay Area Governments (ABAG),

*Bill Dodd, Chair*  
Napa County and Cities

*Scott Haggerty, Vice Chair*  
Alameda County

*Tom Anniano*  
City and County of San Francisco

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

*Tom Bates*  
Cities of Alameda County

*Bob Blanchard*  
Sonoma County and Cities

*Dean J. Chu*  
Cities of Santa Clara County

*Dave Cortese*  
Association of Bay Area Governments

*Dorene M. Giacomini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sue Lempert*  
Cities of San Mateo County

*Jon Rubin*  
San Francisco Mayor's Appointee

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Sperring*  
Solano County and Cities

*Adrienne J. Tissier*  
San Mateo County

*Amy Worth*  
Cities of Contra Costa County

*Ken Yeager*  
Santa Clara County

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Operations

*Andrew B. Premier*  
Deputy Executive Director,  
Bay Area Toll Authority

*Therese W. McMillan*  
Deputy Executive Director, Policy

and Bay Conservation Development Commission (BCDC) are engaged in a process to develop consensus on a long-range approach to handling the Bay Area's air passenger, air cargo, and business general aviation needs. The current policies for addressing regional aviation issues are contained in the 2000 update of the Regional Airport System Plan (RASP) and supported development of new runway capacity at San Francisco International Airport (SFO) and Oakland International Airport (OAK). Based on more current information concerning the costs of constructing new runways and unresolved environmental issues related to constructing new runways in the Bay, the regional agencies now believe alternative strategies will be necessary to address growing aviation demand. This review is being conducted by the Regional Airport Planning Committee (RAPC), an advisory committee to MTC, ABAG, and BCDC according to a work scope adopted by RAPC.

The first Phase of this effort began in January 2007 and was completed in October 2007. In Phase 1, RAPC heard information presented by four expert panels covering Aviation Trends, New Air Traffic Control (ATC) and Management (ATM) Technology, Demand Management, and Airport Governance and Institutions. Following these panels a set of Conclusions and Recommendations was adopted by RAPC, and they serve to guide the work scope contained in this RFQ/RFP (see *Appendix A-1*).

Phase 2 will focus on analyzing the potential for some of the region's aviation demand to be served at alternative airports (both inside and outside the region), and/or possibly by a future California High Speed Rail System. In addition, Phase 2 will continue to examine new Air Traffic Control and Demand Management strategies (to develop specific proposals for advancing promising concepts at Bay Area airports), and will analyze the opportunities that may be provided by new institutional arrangements. Phase 2 will include a comprehensive and continuous public outreach effort that will be aimed at achieving regional consensus around new approaches.

MTC seeks Consultant assistance in analyzing future air passenger, air cargo, and business general aviation demand, Bay Area airport and airspace capacity, new ATC technologies, demand management concepts, certain broad environmental impacts, and the costs of improving alternative airports to serve a portion of future regional demand. MTC also seeks Consultant assistance in implementing an effective public outreach and involvement program.

### **Scope of Work, Schedule and Budget**

The Scope of Work for the project, provided in *Appendix A*, includes sample tasks that illustrate the type of assistance that may be requested of the Consultant. The specific tasks and deliverables-based payments for the work will be determined prior to entering into contract with the selected Consultant. The selected Consultant will be expected to perform all work and analysis necessary to complete the workscope.

MTC expects the study to commence on or about March 31, 2008 and to be completed by November 30, 2009.

**Disadvantaged Business Enterprise Participation**

Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendix E, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*. For the complete DBE participation provisions applicable to this procurement see *Section V.H of the RFP/RFQ*.

**Proposers' Conference and Requests for Exceptions**

A proposers' conference will be held on January 25 at 1:00 p.m. at the Joseph P. Bort MetroCenter Building, 101 8<sup>th</sup> Street, Oakland, in the Third Floor Conference Room. This RFQ/RFP and any addenda will be posted on MTC's web site; however, to receive personal notice of any addenda, prospective proposers must either attend the proposer's conference or submit to the MTC Project Manager a written request to receive addenda prior to the proposers's conference.

Requests for clarification or exception to RFQ/RFP provisions must be received no later than January 29, 2008 at 4:00 p.m. to guarantee consideration.

**Proposal Evaluation**

Proposals will be evaluated in accordance with the evaluation factors listed in *Section IV* of the RFQ/RFP. Interviews, if held, will occur on February 22, 2008.

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

**Consultant Selection Timetable**

January 25, 2008 at 1:00 p.m.

Proposers' Conference at  
101 Eighth Street, Oakland, CA 94607  
Third Floor "Fishbowl" Conference Room

January 29, 2008 by 4:00 p.m.	Deadline for requests for exceptions to or modification of standard contract or other RFP provisions
February 5, 2008 by 4:00 p.m.	Deadline for protests of RFQ/RFP provisions
February 15, 2008 by 3:00 p.m.	<b>Closing date/time for receipt of proposals</b>
February 22, 2008	Interviews/Discussions (if required)
March 12, 2008	MTC Administration Committee
March 17, 2008	Submittal by selected Consultant of detailed work scope and budget to MTC
March 31, 2008 (approximate)	Execution of contract

### **General Conditions**

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

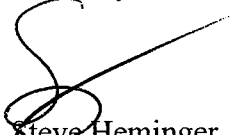
A synopsis of MTC contract provisions is in *Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement*. The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix D*.

In particular, your attention is directed to the insurance provisions in *Appendix C*. Any requests for exception to the insurance requirements must be brought to MTC's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

### **Authority to Commit MTC**

Based on an evaluation conducted by the selection panel, the Executive Director will recommend a Consultant to the Operations Committee, which will commit MTC to the expenditure of funds in connection with the RFQ/RFP. Thank you for your participation.

Sincerely,

  
Steve Heminger  
Executive Director

SH:DK

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REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

PHASE 2 – REGIONAL AIRPORT SYSTEM PLAN ANALYSIS

January 10, 2008

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

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## **I. PURPOSE & PROJECT DESCRIPTION**

### **A. Purpose**

Aviation demand in the Bay Area is likely to continue to grow in the future, including air passenger, air cargo, and business general aviation activity. According to recent analyses by the U.S. Department of Transportation's Federal Aviation Administration (FAA), the Bay Area could face significant runway and airspace congestion as early as 2015. While the current set of aviation policies supports additional runway capacity at SFO and OAK, expanding runways at these airports is proving increasingly difficult given the high costs, limitations on available revenues, and unresolved environmental issues concerning runway development in the Bay. The three regional agencies, MTC, BCDC, and ABAG, have therefore set out to evaluate a new set of strategies that could address the expected growth in aviation demand. These strategies range from dispersing some air passenger and air cargo service to other airports in the Bay Area or in neighboring regions, to determining the opportunities that may be provided by developing new institutional arrangements to manage the system regionally, to High Speed Rail, to more aggressive demand management approaches.

MTC seeks Consultant assistance with analysis of demand trends, airport and airspace capacity issues, the impact of new ATC technology and demand management strategies on airport capacity, use of alternative airports to serve some demand, the costs of improving alternative airports, and analysis of certain broad environmental impacts. In addition to technical analyses, MTC seeks assistance in implementing a broad public outreach program that will seek to inform the public about the decisions that RAPC will be making and obtain feedback on some of the strategies RAPC will be considering.

The various technical analyses and public input will assist RAPC in developing a long-range Vision and Implementation Plan for the region's aviation system. The Implementation Plan will describe specific steps so that RAPC and other agencies can take to carry the recommendations forward. The Plan will also provide the basis for MTC to update the aviation element of its long-range Regional Transportation Plan, for BCDC to update its San Francisco Bay Plan, and for ABAG to adopt land use policies and strategies that support this long-range aviation plan.

### **B. Project Description**

The project includes assistance with developing new aviation demand forecasts for air passenger, air cargo, and business general aviation. Included in this project will be an assessment of the air passenger/air cargo demand that could potentially be served at alternative airports (including selected general aviation airports, possible joint use of Travis AFB, possible civilian access to Moffett Federal Airfield, or expanded direct service from airports outside the nine county region, such as Sacramento, Monterey, or Stockton airports). Phase 1 recommended further analyses of various new ATC/ATM technologies to better assess the timing and benefits of these strategies in addressing potential airport capacity issues. Phase 1 also recommended further analysis and development of new demand management approaches at the three Bay Area commercial airports (e.g., congestion pricing, upgauging aircraft size, and shifting more business aviation to reliever airports, etc.). Using the results from the latest ridership forecasts for a potential future California High Speed Rail system, MTC and the consultant will jointly evaluate the potential for such a

system to divert travelers from air to rail, and therefore reduce airline flights at Bay Area airports.

The Consultant will assist in developing conceptual costs for establishing new air passenger or air cargo service at alternative airports and upgrading certain general aviation airports to handle greater business general aviation activity. The Consultant will also evaluate broad environmental impacts from alternative air passenger and air cargo service strategies, including differences in noise, aircraft emissions, climate impacts, biological impacts, traffic, etc. associated with these strategies.

The Consultant will be responsible for providing public involvement and outreach services, including a facilitator, for various meetings. Currently, three rounds of public outreach are anticipated at different points in the study, including a telephone poll to determine Bay Area opinions on aviation services at the beginning of study and two sets of meetings occurring around the region later on. The facilitator may also manage meetings of an advisory Task Force created by RAPC to provide input to the study.

MTC will be responsible for establishing and convening three working groups to provide technical input to the consultants and to RAPC. The working groups will address Aviation Forecasts, New ATC/ATM Technologies, and Demand Management. MTC will recruit and pay for the attendance of experts on these working groups separately from the consultant contract. The Consultant will be required to attend these meetings.

RAPC has also recommended creation of a Task Force. The work of the staff and the consultant will be presented to the Task Force for review and comment. The Consultant will be required to attend these meetings.

Overall policy direction for the study will be provided by RAPC. The work of the study will be overseen by a Project Management Team (PMT) consisting of the staffs of MTC, ABAG, and BCD. Recommendations from RAPC are forwarded to the three regional agencies for further consideration and action, and ultimately for incorporation in the respective regional plans of these agencies. The Consultant will be required to make presentations to RAPC and one or more of the regional boards, as needed, describing the work performed and results and to answer questions.

## **II. SCOPE OF WORK, SCHEDULE AND BUDGET**

A preliminary scope of work with illustrative tasks is included in this RFQ/RFP as *Appendix A, Scope of Work*. The specific tasks and cost of the work will be determined prior to entering into contract with the selected Consultant. Payment for the project will be deliverables-based.

MTC anticipates that work will commence on or about March 31, 2008 and completed by November 30, 2009.



### **III. FORM OF PROPOSAL**

Interested firms are asked to submit an original, six (6) hardcopies and one electronic copy of their proposals meeting the requirements specified herein **by 3:00 p.m., February 15, 2008**. Proposals received after that date and time will not be considered.

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

Proposal content and completeness are most important. Although no page limitation will be imposed, clarity is essential and will be considered in assessing the proposers' capabilities. Each proposal should include:

#### **A. Transmittal Letter**

Transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person if different from the signator. The cover letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFQ/ RFP for ninety (90) days from the due date for submission. Also, please identify any certified DBE firms involved in the effort.

#### **B. Title Page**

Title page showing the RFQ/RFP subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

#### **C. Table of Contents**

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

#### **D. Summary of Approach**

This section should consist of a discussion of the proposed approach to the performance of the work requested that illustrates the Consultant's understanding of the nature of the work being requested and the general approach to be taken. It should include, but not be limited to, the following:

- Discussion of the purpose of the project;
- A summary of the proposed approach specific to each task;
- Assumptions made in selecting the approach; and
- Identification of any difficult issues that may affect the implementation of the project and how these issues will be addressed.

#### **E. Detailed Work Plan**

This section should include:

1. Discuss how each task and subtask of the project will be conducted, identify deliverables, and propose a preliminary schedule. The description of the proposed approach to performing the project should fully discuss the tasks in sufficient detail to

demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks, subtasks, and important milestones. The selected Consultant, in consultation with MTC staff, will develop a final work plan and schedule for each deliverable.

2. Provide a detailed staffing plan for each task and subtask of the work. Identify all key personnel by name and the specific tasks for which each individual will be responsible. Identify other personnel by job description.
3. Describe role of any subcontractors, including any key personnel, and their specific responsibilities, and how their work will be supervised. Detail where Consultant and subcontractors have worked together before.
4. Describe potential problem areas, scheduling bottlenecks, critical path items and any other obstacles to successful and timely completion of this project. Describe how you plan to address and overcome these obstacles.

#### **F. Management Plan**

1. Describe approach to managing work and ensuring quality results. Include an organizational chart showing roles and responsibilities of key personnel and reporting structure, and identify who will have project management responsibilities.
2. Describe response mechanisms for dealing with problems and MTC concerns. Identify potential problem areas or challenges to successful completion of this project. Describe a plan to address these problems or challenges.

#### **G. Qualifications and References**

1. A detailed statement of the firm's qualifications and previous experience in conducting similar work, and short resumes of the personnel the Consultant intends to use to perform the project, summarizing the individual's training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A, Scope of Work*. If subcontractors are used, include the resumes of key subcontractor personnel, as well.
2. A summary (no longer than one page each) of at least three (3) projects similar in subject matter and scope to this project, including the client agency, the contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference.
3. List any contracts with MTC (or Bay Area Toll Authority (BATA) or Service Authority for Freeways and Expressways (SAFE)) by the Consultant or any of its subconsultants in the past three (3) years, including a brief description of the scope of work, the contract amount, date of execution and the MTC project.
4. At least one and no more than three work samples (one copy each), which will be returned to the proposer after the selection process.

#### **H. California Levine Act Statement**

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

### **I. Lobbying and Debarment Certificate**

Submit completed Lobbying and Debarment certificates (*Appendix D*).

### **J. Subcontractor Information Form**

Submit a completed *Appendix E, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*.

K. In a SEPARATE SEALED ENVELOPE: A description of the firm's and its subcontractors' hourly rates. Rates shall include all direct and indirect costs. (Hourly rates will not be considered by the panel to develop the ranking of proposals. See Evaluation Factors, below. After selection of a contractor, they will be used to develop the deliverables-based project payments.)

## **IV. PROPOSAL EVALUATION**

### **A. Review for General Responsiveness**

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

### **B. Evaluation**

Responsive proposals will then be evaluated by a panel of staff representatives from MTC, the Project Management Team and potentially other partner agencies, based on the following evaluation factors, listed in descending order of importance:

- Approach to conducting and completing the project, including but not limited to: understanding of the purpose and requirements of the project; effectiveness of proposed approaches for conducting tasks in the Scope of Work, ability to effectively manage subcontractors on the project, and ability to meet schedules;
- Individual project staff and firm expertise and experience in similar types of projects involving aviation forecasts, airport and airspace capacity analyses, analyses of new ATC technologies and demand management approaches, costs of airport improvements, environmental analyses of aviation impacts, and public outreach facilitation;
- Team and individual familiarity with the Bay Area, its existing airport system and system planning issues, and its institutional relationships;
- Demonstrated ability to work closely and cooperatively with policy makers and staff of government agencies to complete projects, as evidenced by prior experience and references (for short-listed firms only);
- Oral communication skills and public presentation experience of key team members, as evidenced by prior experience, reference (for short-listed firms only), and interviews (if held);

- Ability to prepare clear and concise technical reports, as evidenced by work samples and references (for short-listed firms only) and to quickly turn around drafts based on agency comments (based on references).

The evaluation panel will rank the proposals. Following this ranking, the panel will either recommend a ranking to the Executive Director (see next paragraph) or develop a short list of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation. Following interviews (if held) of the short-listed firms, the evaluation panel will conduct the final evaluation, based on the written proposals, oral interviews and reference checks.

The ranking of the firms 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 Administration Committee, with a request that staff be authorized to negotiate with the firms in order of ranking. Negotiations will be conducted with the top-ranked firm relative to work scope, fees, and payment schedule. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations will be terminated, and staff will enter into negotiations with the second-ranked firm, and so on until an agreement can be reached.

Hourly rates will not be a factor in the initial 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 too high or unreasonable with respect to the named personnel, in MTC's sole discretion.

MTC reserves the right to rank firms based solely on written proposals and not convene oral interviews. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

## **V. GENERAL CONDITIONS**

### **A. Limitations**

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

### **B. Award**

Any award made will be to the Consultant whose proposal is most advantageous to MTC, based on the evaluation criteria outlined above.

### **C. Binding Offer**

A signed proposal submitted to MTC in response to this RFQ/RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

### **D. Contract Arrangements**

The selected Consultant will be expected to execute a contract based on the terms and conditions in *Appendix C, Synopsis of MTC's Standard Consultant Agreement*. Proposers who wish to

review the full contract prior to proposal submission should request a copy from the MTC Project Manager. Particular attention should be paid to MTC's insurance and indemnification requirements. **Requests for clarification or modification to any provision of the RFQ/RFP or its appendices must be submitted no later than the deadline specified in the RFQ/RFP in order to guarantee consideration. If such requests for modification or exception are not brought to MTC's attention within the time specified, concurrence by the proposer will be assumed.** The resulting contract will be funded in part with federal funds. Federally-required contract provisions are included in *Appendix D*.

The contract resulting from this RFQ/RFP will be compensated as a fixed price contract on the basis of satisfactory completion of deliverables.

#### **E. Selection Disputes**

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

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFQ/RFP provisions; or
- 2) No later than three (3) working days after the date on which the Administration Committee endorses the ranking of the firms and authorizes negotiation of a contract with the top ranked firms or the date the firm is notified of such action, whichever is later  
The evaluation record shall remain confidential until the MTC Administration Committee takes action.

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

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to negotiate a contract with a particular firm by MTC's 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 Executive Director.

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

#### **F. Public Records**

This RFQ/RFP and any material submitted by a proposer in response to this RFQ/RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

## **G. Disadvantaged Business Enterprise (DBE) Policy**

### **1. Terms As Used In This Document**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offerer.”
- 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**

- 2.1 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 bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- 2.2 Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### **3. Submission of DBE Information**

A. “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form, Appendix F will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

### **4. DBE Participation General Information**

It is the bidder’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:

- 4.1 A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- 4.2 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.

- 4.3 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.
- 4.4 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.
- 4.5 The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- 4.6 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
- 5.1 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. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- 5.2 Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
  - Click on Query Form link, located in the first sentence
  - Click on Certified DBE's (UCP) located on the first line in the center of the page
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

#### **H. Prompt Payment of Subcontractors**

Under 49 CFR Part 26, Consultants are required promptly to pay subcontractors (DBE and non-DBE) all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the Consultants have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC. Any subcontract in excess of \$25,000, entered into as a result of this

procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

**I. Key Personnel**

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the Consultant is subject to the prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the MTC Project Manager may be considered a material breach of contract.



## **APPENDIX A, SCOPE OF WORK**

### **I. Background**

The work described below encompasses Phase 2 of a multi-year effort to analyze and develop new approaches for addressing the San Francisco Bay Area's long-range air passenger, air cargo, and business general aviation demand. This work commenced in January 2007 with Phase 1, which provided the Regional Airport Planning Committee (RAPC) with expert testimony on four topics: Aviation Trends, New Air Traffic Control (ATC) Technology, Demand Management, and Airport Governance and Institutions. Following these panels, staff presented a set of Conclusions and Recommendations that informed the Phase 2 work scope below (see Attachment A-1). In addition to continuing to explore the potential for new ATC technology, aggressive demand management strategies, and new institutional arrangements to address some of the region's expected capacity shortfall, Phase 2 will examine the potential for using alternative airports to serve a portion of the demand as well as a proposed California High Speed Rail system. Through extensive public outreach, Phase 2 will endeavor to develop political and public consensus for the recommendations for serving future Bay Area aviation demand.

MTC seeks Consultant assistance to analyze future aviation demand, the impact of new ATC technologies on airport system capacity, the impact of various demand management strategies on airport capacity, and the cost of improving alternative airports to serve a portion of the regional demand. MTC also seeks assistance in evaluating certain broad environmental impacts for serving future demand. Phase 2 will require extensive public outreach, and the Consultant will be responsible for managing this process.

Work by staff and Consultant will be overseen by RAPC. At the conclusion of Phase 2, RAPC staff will summarize the work and recommendations and develop a draft Vision and Implementation Plan for review and adoption by RAPC. RAPC's recommendations will then be forwarded to the respective regional agencies for their consideration and incorporation into their respective regional plans.

#### **Task 1. Public Input**

The overall goal of the project is to develop regional consensus for an aviation system plan that meets the travel needs of Bay Area residents and supports a strong economy. Phase 2 will include a comprehensive process for public participation and obtaining feedback as the work progresses, including workshops, a telephone poll, meetings, web postings and notification by mail and e-mail of upcoming events. It is the intent of this task to develop new and creative ways of engaging the public and local communities in a dialog about future aviation alternatives.

As currently planned, there will be three major rounds of public outreach, one at the beginning of Phase 2 in the form of a telephone survey, a series of workshops at the mid-point to provide an opportunity to evaluate the direction of the work, and a series of workshops at the end to review RAPC's preliminary recommendations in the Vision and Implementation Plan. The workshops will be held in different parts of the nine-county Bay Area as well as outside the region, with emphasis on locations where new air passenger and air cargo services will be evaluated. In addition to presenting results from the ongoing technical analyses, the outreach effort will also

address some broad policy topics, such as:

- What is the long-range Vision for addressing Bay Area aviation needs?
- What are the feasible alternative scenarios for addressing Bay Area aviation needs?
- Would changes to current institutional relationships help implement the Vision for the region?
- Who should implement the Vision Plan?
- What are the next steps?
- What should RAPC do specifically?

In order to broaden RAPC's reach and increase public participation, a Task Force will be formed of key interested parties. The Task Force will meet regularly throughout the process to review and comment on the direction and results of the work, focusing on the policy questions that arise during Phase 2. The Task Force will provide contacts to other organizations and help disseminate the information developed by RAPC. The membership of the Task Force will likely include representatives from the regional airports being studied for new air passenger or air cargo service, formal groups involved in airport noise issues, environmental organizations, business organizations, and airport users. The Consultant will be expected to attend these meetings to present information and answer questions. The consultant may be required to facilitate these meetings.

In addition to the Task Force, there will be three technical Working Groups formed by RAPC staff to provide RAPC and the Consultant with input on the forecasts, new ATC technology, and demand management. It is likely that some members of the Working Groups will be drawn from the experts that participated on the Phase 1 panels. Each Working Group may meet two to three times during the course of the project. RAPC staff and the Consultant will collaborate on agendas for these meetings, and the Consultant will assist with preparing background material for discussion at these working groups. The consultant would be expected to attend these meetings. Participants in the Working Groups will be reimbursed separately by MTC, and are not part of this RFP/RFQ. RAPC staff will be responsible for organizing meetings, summarizing the discussion and preparing reports for subsequent use in the Task Force and RAPC meetings. A sample set of discussion topics/questions to be addressed by the Working Groups is included in *Appendix A-2*.

#### **Task 1 Deliverables**

- |                   |   |
|-------------------|---|
| <b>Del. #1.1</b>  | Schedule, location and outreach plan for two rounds of public workshops.  |
| <b>Del. #1.2.</b> | Survey instrument and polling strategy, including level of statistical significance.  |
| <b>Del. #1.3</b>  | Analysis of telephone survey, including a preliminary vision and goals, and strategies statement that will guide the early phase 2 work effort. |
| <b>Del. #1.4</b>  | Agendas, meeting material, minutes and summary report of outcomes from each of the two rounds of public workshops.                              |
| <b>Del. #1.5</b>  | Meeting planning and facilitation services for Task Force Meetings.   |

## **Task 2. Update Aviation Forecasts.**

### **Task 2.a. Develop New Baseline Aviation Forecasts for OAK, SFO, SJC**

- Air passengers
- Air cargo
- Business General Aviation

As described above, staff will form a Working Group to advise the consultants on assumptions for developing updated forecasts. The baseline forecasts would focus on air passenger, air cargo, and business general aviation activity at OAK, SFO, and SJC for the years 2020 and 2035. The Consultant will review the forecasts prepared for the 2000 RASP; however, this level of detail is not required for this work scope and a simplified approach is desired to conserve study resources. The Consultant will also review the most recent forecasts developed by the three commercial airports as well. The Consultant will update data on airline passenger markets and airport shares of these markets using the latest DOT data (the last RASP included data up to 1998). Future forecasts should include a high, low, and medium range reflecting different sets of assumptions about future conditions, with input from the Working Group (e.g. mergers and competition, fuel prices, changes in aircraft fleets, etc.) Air cargo forecasts should reflect trends in the industry and at the individual airports. Business general aviation forecasts should initially focus on the portion of Bay Area activity that would use the air carrier runways at the major commercial airports and should explicitly address the potential impact of the introduction of a new fleet of Very Light Jets on runway demand. The forecasts should be developed in a manner that will facilitate analysis of demand at alternative airports (see Task 2b below), and the impacts of new ATC Technologies and demand management approaches on airport capacity.

### **Task 2.b. Develop Forecasts for Alternative Airport System Scenarios**

In order to engage the public in a discussion of new approaches for addressing long-range demand, RAPC staff will likely define a set of conceptual airport system scenarios (see Attachment A-3, for examples of possible scenarios). The scenarios will be refined after discussion with the Aviation Demand working group, the Task Force, and the initial telephone survey to provide the consultant with a manageable number for evaluation. RAPC will be asked to review and endorse this initial set of scenarios. Following action by RAPC, the Consultant will analyze the potential aviation demand that might be handled by the individual airports in each scenario (air passengers, air cargo, or business aviation), depending on the particular role identified for each airport.

### **Task 2.c. Examine Potential Air Passenger Diversion to a Future HSR system**

The California High Speed Rail Authority has recently updated ridership and revenue forecasts for a proposed High Speed Rail system between San Francisco, the Central Valley and Southern California. These new ridership forecasts will be reviewed by MTC and the consultant to determine the potential diversion of air passengers from each of the three major Bay Area commercial airports to HSR. After reviewing the available information, MTC may request additional information from the Consultant that prepared the HSR forecasts to assist with this analysis. The Consultant will be expected to translate the reduction in air passengers who would potentially use HSR to a reduction in flights at OAK, SFO, and SJC in 2035, which will then be evaluated as to the impact on airport capacity in Task 3.

### **Task 2.d. Develop an Aviation Forecast Tracking System**

Because changes in economic conditions and other national and worldwide events can quickly make new forecasts outdated, the Working Group and Consultant will recommend a tracking system that can be employed by RAPC to determine when existing forecasts need adjustment. The tracking system would include key factors influencing future air passenger and air cargo demand that can be monitored over time and that would provide reliable indicators of future trends in aviation demand. Implementing the tracking system is not part of this contract, but would be a follow on activity to this work undertaken by RAPC.

### **Task 2 Deliverables**

- |                  |   |
|------------------|---|
| <b>Del. #2.1</b> | Methodologies for developing baseline forecasts and forecasts for various airport system scenarios.   |
| <b>Del. #2.2</b> | Updated baseline aviation forecasts for OAK, SFO, and SJC.  |
| <b>Del. #2.3</b> | Definition of conceptual airport system scenarios and forecasts for each scenario, including demand at the individual airports that comprise these scenarios. |
| <b>Del. #2.4</b> | Assessment of the impact of a future California HSR system on air passenger demand at OAK, SFO, and SJC.  |
| <b>Del. #2.5</b> | Recommendations for developing a forecast tracking system.  |

### **Task 3. Airport System Runway Capacity Analysis**

#### **Task 3.a. Estimate Baseline Runway Capacity for SFO, OAK, SJC**

The Consultant will identify key runway capacity constraints at each of the three major Bay Area commercial airports. The Consultant will develop baseline capacity estimates (or ranges in capacity) for the main air carrier runway systems at OAK, SFO, and SJC. Annual and hourly capacities (VFR and IFR) will be estimated. The Consultant will review existing work by RAPC, the FAA and airports as part of the analysis. Runway capacity will be compared to runway activity forecasts generated in Task 2 above, and reported as Volume/Capacity ratios, hours of delay, or other metric that will facilitate analysis. The Consultant will conduct an analysis to assess the sensitivity of runway capacity estimates to ranges in future aircraft fleet mixes, aircraft separation requirements, proportion of VFR/IFR weather, etc. Using this information, the Consultant will identify the general timeframe in which major runway congestion is likely to occur at each airport. This task does not require use of computer simulation models, such as SIMMOD, in order to conserve project resources (this type of analysis may be conducted as a follow up on the Phase 3 effort).

#### **Task 3.b. Identify Potential new Air Traffic Control (ATC) and Demand Management Strategies for Bay Area Airports**

RAPC is highly interested in the impact of new ATC/ATM technologies and Demand Management approaches on future capacity at the three major commercial airports. Separate working groups will be convened by RAPC staff for each topic. The Working Groups will assist the Consultant in identifying a set of promising and realistic ATC technologies and demand

management approaches that can be evaluated as to their effects on runway capacity at OAK, SFO, and SJC. The Working Groups will also provide input on the methodologies for estimating these impacts. For the ATC Working Group, an important issue will be the assumptions that should be used in this study as to the timeframe in which these technologies would be deployed. Similarly, the Demand Management Working Group will be engaged in defining a set of feasible strategies that can be evaluated at each of the three major commercial airports. Under RAPC's adopted work scope, a specific strategy Demand Management concept that needs to be evaluated is the elimination or significant reduction in business general aviation use of the air carrier runways at each of the three commercial airports. Another specific strategy to be evaluated is the impact of substituting interregional buses for short haul commuter flights, either on a daily or intermittent basis (poor weather) on runway capacity. Based on input from the Working Groups, RAPC staff will inform the Consultant which strategies to evaluate and project the impact of these approaches on runway demand and capacity in Task 3c. below.

### **Task 3.c. Analyze Effects of New Air Traffic Control Technology and Demand Management on Runway Capacity**

For each discrete set of ATC and Demand Management strategies identified in Task 3b above, the Consultant will estimate the impact on runway demand and capacity at OAK, SFO, and SJC, in 2020 and 2035. The Consultant will also estimate the impact on runway demand and capacity if all the new ATC and Demand Management strategies are implemented together. Similar to Task 3a, the Consultant will assess the effect of implementing these strategies on the timing of major runway capacity problems at each airport.

### **Task 3.d. Analyze Effects of Dispersing Air Passenger/Air Cargo Service to Alternative Airports (Scenario Analysis)**

As discussed above, RAPC intends to define several conceptual airport system scenarios for analysis, following the first round of public input (see Attachment A-3). The impact of implementing new air service at alternative airports on runway demand at OAK, SFO, and SJC will be evaluated in this task (i.e., it is expected that air passenger/air cargo service at alternative airports would likely reduce or slow the growth of operations at three major commercial airports). Also as part of this task, the Consultant will identify any airspace issues associated with providing new airline service at these alternative airports, e.g., conflicts in operations with other airports, need to change existing procedures to accommodate new service, etc. (see 2000 RASP report for further information). As in the previous tasks, the Consultant will assess the effect of implementing new airline service at alternative airports on the timing of major runway capacity problems at the three major airports.

### **Task 3.e. Develop a Runway Capacity Tracking System**

As noted several times above, a key issue for regional aviation planning is predicting when the three major Bay Area airports are likely to experience major runway congestion problems. The Working Groups and Consultant will recommend a set of factors that can be monitored and that would provide a reliable indicator of emerging runway capacity issues at each airport. Implementing the tracking system is not part of this contract but would be a follow on activity to this work undertaken by RAPC.

### **Task 3 Deliverables**

- Del.#3.1** Summary of Working Group discussions and outcomes (this would be the responsibility of RAPC staff, not the Consultant).
- Del.#3.2** Methodology for developing capacity estimates, including discussion of key capacity constraints at each airport.
- Del.#3.3** Baseline runway capacity estimates for OAK, SFO, SJC; results of sensitivity analyses.
- Del. #3.4** Report on the effects of New ATC technology and Demand Management on capacity at OAK, SFO, SJC.
- Del.#3.5** Report on the effects of dispersing airline service to alternate airports on capacity at OAK, SFO, and SJC; identification of any airspace issues with new service at alternative airports.
- Del. #3.6** Recommendations for developing a runway capacity tracking system.

#### **Task 4. General Overview of Environmental and Economic Issues**

##### **Task 4.a. Assess Regional Impacts of Scenarios**

To assist RAPC and the public in understanding differences and tradeoffs between the various conceptual airport system scenarios, the consultant will develop a matrix comparing selected regional impacts for each scenario. The matrix will include current conditions as a baseline and 2035 conditions for comparison between scenarios. In addition to including demand/capacity results from the tasks above, the matrix will also compare key environmental impacts, such as the following:

Noise from Aircraft: The Consultant will develop a simplified approach for evaluating differences in regional noise exposure for the various scenarios (e.g., total population within the region exposed to noise above a certain CNEL level, significant changes in flight track use indicating greater or less noise exposure in a community, comparisons of changes in noise near an airport versus further away at higher altitudes, etc.). With assistance from the new ATC Technology Working Group, this task will also address the feasibility and potential noise benefits of implementing Continuous Descent Approaches (both during low traffic periods as well as on a more regular basis) at the Bay Area's three main commercial airports.

Aircraft Emissions: Using aircraft emission factors provided by the Bay Area Air Quality Management District, the Consultant would estimate total hydrocarbons, nitrogen oxides, and particulate matter for the various scenarios.

Climate Change/Global Warming Emissions. The Consultant would estimate CO2 emissions from air passenger, air cargo, and business general aviation aircraft operations under each airport system scenario. It is expected that the analysis will evaluate fuel consumption by different types of aircraft, distances flown, and fuel wasted due to aircraft delays in the terminal airspace. The Consultant will identify key strategies employed by the airline industry to reduce CO2 emissions as well as potential strategies that could be considered by Bay Area airports to reduce CO2 from on-airport aircraft operations. Rising Bay waters due to global warming will affect several airport facilities around the Bay. This task will identify the air carrier and general aviation airports that are likely to be affected by rising sea levels and the extent of the impact.

**Biological Resources:** The Consultant will identify known biological resources that could be adversely impacted by physical expansion of airport facilities (e.g., to handle new air passenger or air cargo service), or by increased aircraft flight activity at an airport.

**Traffic** (MTC task; not part of this RFP/RFQ). For each scenario MTC will estimate regional vehicle miles of travel generated by air passengers traveling to and from Bay Area airports. MTC will also estimate the amount of CO<sub>2</sub> generated by these vehicle trips, and this information will be included in the Climate Change section of the comparative matrix.

**Economy** (separate task; not part of this RFQ/RFP). Each scenario will have different regional and local economic impacts. MTC will retain a consultant to develop a methodology for measuring differences in these impacts between scenarios.

#### Task 4 Deliverables

- |                  |   |
|------------------|---|
| <b>Del.#4.1</b>  | A report containing the methodology for assessing various regional environmental impacts.   |
| <b>Del.#4.2</b>  | A matrix and report discussing significant differences in regional impacts between airport system scenarios (demand/capacity, noise, aircraft emissions, climate change, biological resources and traffic).                     |
| <b>Del. #4.3</b> | A white paper discussing the feasibility and potential noise benefits of using Continuous Descent Approaches at Bay Area airports, including a discussion of the ATC system features that would be necessary to implement CDAs. |

**Task 5. Mid-Point Scenario Screening.** The results from the Task 4 Scenario assessment will be discussed with the public at a first round of public meetings. The public will have an opportunity to comment on the results of the technical work as well as on the direction and emphasis that the remaining work in Phase 2 should take. To enable more in depth analysis by the consultant, RAPC will narrow the number of remaining scenarios to around 3 or 4.

#### Task 5 Deliverables

- |                 |   |
|-----------------|---|
| <b>Del.#5.1</b> | A summary report of public comments on the initial set of scenarios (from the telephone survey and first round of public workshops), including preferences for various scenarios and comments about significant issues that need further analysis in the remaining Phase 2 work.  |
| <b>Del.#5.2</b> | A report prepared by RAPC staff, with assistance from the Consultant, recommending the scenarios that should be carried forward in Phase 2, including a brief discussion of those alternatives which were dismissed and staff recommends should not be carried forward and the rationale supporting the recommendation. This report will include revisions to the preliminary vision, goals and strategies from Task 1. |

#### Task 6. Develop Additional Information on Scenarios/Airports

**Task 6.a. Prepare Conceptual Cost Estimates for Improving Alternative Airports.** Based on the type of role alternative airports would perform in the remaining scenarios (e.g., passenger

service, air cargo service, general aviation reliever airport for business aviation activity, etc.), this task would develop information on the conceptual cost of improving these airports to perform these potential roles. Costs would be aggregated to provide total scenario costs as well. General conceptual cost categories would include:

1. Cost of terminals, auto parking, airfield improvements (runways, taxiways), cargo facilities, hangars/additional general aviation aircraft parking, improved navigational aids, fueling facilities, security facilities, dikes for protecting runways from a rise in sea level (certain airports), etc.
2. Ground access improvements, including new or expanded access roads, transit connections, etc. (MTC will assist with transit costs)
3. Land acquisition/protection for safety and noise compatibility

**Task 6.b. Define New ATC Technology/Demand Management Strategies.** Using the results from all the previous analyses, the working groups would narrow the potential set of recommendations for advancing new ATC technology applications and airport-specific demand management approaches. The Working Groups would also address potential implementation steps. This information would be included in a separate report prepared by the Consultant and will also be included in the draft Vision and Implementation Plan in Task 9.

**Task 6.c. Update Information on Regional Impacts.** Based on the final definition of airport system Scenarios, the Consultant will update the comparative impact analysis in Task 4, above as required.

#### **Task 6 Deliverables**

- |                  |   |
|------------------|---|
| <b>Del.#6.1</b>  | Cost estimates for aviation system scenarios/alternative airports.                              |
| <b>Del. #6.2</b> | Recommendations for promising ATC technology and Demand Management approaches for the Bay Area. |
| <b>Del.#6.3</b>  | Updated information on regional impacts of scenarios.   |

**Task 7. Institutional Evaluation** *(this task will be performed by RAPC staff and is shown for information only; it is not part of this RFQ/RFP)*

**Task 7.a. Evaluate strengths and weaknesses of new Authority, JPA, MOU for addressing long-range planning issues.** RAPC staff will evaluate the strengths and weaknesses of various institutional approaches (such as a new Authority, Joint Powers Agreement, and Memorandum of Understanding, etc.) for addressing the following set of key planning and implementation issues:

- Improve long-range planning for the region's aviation needs
- Influence airline service decisions
- Flexible use of FAA funds for airport improvements
- Acquire/operate new airports



- Develop more effective demand management/delay reduction approaches
- Resolve potential regional airspace issues
- Expedite deployment of new Air Traffic Control technologies
- Help resolve regional over flight noise issues (higher altitude noise, further from runways)
- Make better use of general aviation airports as relievers to air carrier airports
- Improve surface access to airports
- Promote compatible land use around airports
- Legislative solutions (funding, noise compatibility, other issues)

RAPC Staff will prepare an initial assessment, which will then be reviewed by a new working group established specifically for this topic. The results of this evaluation will be reviewed with the Task Force and the public and will be considered in developing the Vision and Implementation Plan. If the need for some institutional change is determined to be relevant in terms of advancing the regional Vision, further analysis will be conducted in Phase 3.

#### **Task 7 Deliverables**

**Del. #7**                      White paper by RAPC staff on institutional approaches.

**Task 8. Prepare Vision and Implementation Plan.** The final task will synthesize all of the technical analysis and public input into a long-range Vision and Implementation Plan for addressing the Bay Area's long-range aviation needs. This Vision may include a preferred aviation system scenario, recommendations for new ATC technology and demand management approaches, suggestions for institutional change, and a specific set of actions RAPC and other agencies would need to take to implement the Vision. The final recommendations would be reviewed with the public in a third round of workshops. Follow on activities that RAPC would undertake would be included as part of the Vision Plan as implementation measures, while some will be included in a draft Phase 3 Work Scope that would also be reviewed with the public. The specific steps to complete Phase 2 will be:

1. Present draft Vision and Implementation Plan, including draft findings and recommendations to Task Force.
2. Present draft Vision and Implementation Plan, including draft findings and recommendations to public in a third round of workshops.
3. Present draft Vision and Implementation Plan, including draft findings and recommendations to RAPC for adoption.
4. RAPC adopts a Vision and Implementation Plan.
5. RAPC approves a Phase 3 work scope (as necessary). Phase 3 will include either more detailed work on one or more of the Phase 2 scenarios included in the Vision and Implementation Plan or further studies of new runways at existing airports (and their associated environmental issues), if RAPC concludes that none of the strategies or

combination of strategies considered in Phase 1 and Phase 2 can accommodate future demand.

#### **Task 8 Deliverables**

- Del.#8.1** Consultants will prepare a Phase 2 Summary report focusing on new information developed post mid-point screening.
- Del.#8.2** RAPC staff will prepare a draft Vision and Implementation Plan (consultants would assist with this report)
- Del.#8.3** Based on public input, RAPC staff will develop a final Vision and Implementation Plan that will guide both implementation of the strategies that remain after the technical screenings and the screenings at the public workshops and the work to be conducted in Phase 3.
- Del.#8.4** RAPC staff will prepare a recommended work scope for Phase 3 that would include either more detail on one or more of the Phase 2 scenarios or would include further studies of new runways at existing airports if RAPC concludes that none of the strategies or combination of strategies considered in Phase 1 and 2 can accommodate future demand. This task will be done only if it is determined that the implementation measures included in the Vision and Implementation Plan will not adequately address capacity constraints.

## **APPENDIX A-1, SUMMARY OF PHASE 1 EXPERT PANELS**

### **PANEL ONE: AVIATION TRENDS**

#### **Findings and Conclusions**

1. Significant events since the RASP forecasts were prepared in 2000 have changed the expected demand for domestic and international air passenger and air cargo air transportation.
2. The terrorist attack in 2001 and a slowdown in the nation's economy had major financial impacts on the airline industry. Low cost airlines have weathered these conditions better than the larger legacy airlines.
3. These events and the reaction of the airline industry have, in turn, affected the amount of passenger and air cargo demand at each Bay Area airport, with lower air passenger demand than expected at SFO and SJC, and forecasts that were closer to actual traffic growth at OAK (resulting in an increase in OAK's share of Bay Area air passengers). International air passenger demand for all Bay Area airports has not recovered to pre-9/11 levels, due in part to the fact that some US airlines are routing traffic to their inland hubs.
4. Over the long-term, the price of air transportation and growth in income will continue to play significant roles in determining future domestic and international air transportation demand. The price of air transportation (in constant dollars) has continued to decrease over the past eighty years, and this trend is likely to continue into the foreseeable future.
5. Air cargo will continue to grow, especially international air cargo, which will grow faster than domestic cargo. Worldwide air cargo volumes could double in the next 10-12 years.
6. The business aviation fleet will continue to grow, based on the utility of business aircraft for corporations and the introduction of a large number of new business aircraft called Very Light Jets.
7. Although unforeseen events can have dramatic short-term effects on air transportation demand, the longer-term historic trend line is one of increasing demand. For current planning purposes, it is reasonable to assume that the Bay Area will experience continued growth in all market sectors—domestic and international air travel, air cargo, and business general aviation.
8. Forecasts for individual airports will be strongly influenced by airline competition and route strategies.

#### **Recommendations**

1. In order to better inform the discussion of future regional aviation system options in Phase 2 (e.g., potential airline service at alternate airports, High Speed Rail, expanded use of general aviation reliever airports), updated forecasts should be developed for unconstrained air passenger, air cargo and business general aviation demand.
2. As with the earlier RASP forecasts, a careful evaluation of long-term trends in the price of air transportation, airline route strategies, and other key market-drivers will be essential to developing meaningful forecasts.
3. The forecasts should be of sufficient detail to assess the potential passenger and air cargo demand that could be served by alternative airports and the impact of general aviation on future runway capacity issues at the three major commercial airports.

4. To better understand current and evolving aviation demand trends, a tracking system of key forecast indicators should be developed.

## **PANEL TWO: NEW AIR TRAFFIC CONTROL TECHNOLOGY**

### **Findings and Conclusions**

1. There are many capacity-increasing air traffic management and air traffic control concepts and technologies in research, but very few are undergoing the systems engineering work necessary to make them an operational reality.
2. Also, there are still significant engineering and stakeholder issues to be resolved with a number of the new technologies; these aspects create uncertainty as to when will the airlines equip with the newer technologies and when will the FAA implement new ground infrastructure and procedures.
3. There is no “one size fits all” approach; new technology solutions and capacity benefits will be site/airport specific
4. Airports, airlines, and regional agencies need to proactively work together with the FAA to get new technologies implemented.
5. Opportunities to significantly improve runway arrival rates at SFO during poor weather appear to be limited due to the existing runway configuration, technological challenges, risk issues, and pilot and controller acceptance.
6. New technology will be part of the region’s runway and airspace capacity solution, but with a 10-15% overall airport capacity gain (Boeing estimate), this would only satisfy 3 to 5 years of normal traffic growth (assuming a 3 percent per year growth and little change in average aircraft seating, as forecasted by the FAA).

### **Recommendations**

1. Airport capacity analyses conducted in Phase 2 should identify the most promising and realistic new air traffic control and air traffic management technologies and evaluate the impact such technology could have at Bay Area airports.
2. During Phase 2, RAPC should receive and review reports from NASA and FAA on the research and funding status of key air traffic control technologies under development that were discussed in the panel, such as ADS-B and related technologies.
3. During Phase 2, RAPC should also receive and review reports from the FAA/Bay Area airports on the following specific topics:
  - a. Development of RNAV/RNP procedures for Bay Area commercial airports
  - b. Development of procedures that would allow lower weather minimum at Bay Area general aviation reliever airports
  - c. Progress in extending the use of the Simultaneous Offset Instrument Approach (SOIA) at SFO to lower weather minima
  - d. Status of advanced tools for air traffic controllers to efficiently sequence aircraft arrivals
4. A potential Phase 3 task would be to conduct an airspace study, with cooperation from the FAA, which would provide a more detailed analysis of the benefits of new technologies at specific airports.

5. RAPC may want to request that the FAA and airports further examine the potential benefits of Continuous Descent Approaches (CDAs) during low traffic periods (potential benefits include increased capacity and reduced noise and fuel consumption).

### **PANEL THREE: DEMAND MANAGEMENT**

#### **Findings and Conclusions**

1. Experience with demand management, other than slot controls mandated by Congress, is extremely limited.
2. Experience elsewhere (e.g., Boston's early landing fee program) has been accompanied by legal challenges.
3. The outcome of current demand management proposals to manage traffic at LaGuardia will inform future demand management discussions at other airports; however, LaGuardia's situation is somewhat unique since the FAA is asking for new pricing authority, which it currently does not have.
4. With regard to congestion pricing, a major issue that will need to be resolved in the future is whether such an approach can work in the face of FAA's current policy that airport fees cannot exceed airport costs.
5. While the impact of various demand management approaches can be estimated (as was done in the RASP), the road to implementation is still not well defined; therefore, the impact on the Bay Area's future runway capacity issues is still uncertain.

#### **Recommendations**

1. As in the prior 2000 RASP, RAPC's Phase 2 work should identify the most feasible demand management strategies and estimate the benefits of these strategies at specific airports.
2. RAPC should receive and review periodic reports from SFO on its work to evaluate new demand management approaches and provide feedback.
3. According to recent FAA studies, OAK's main air carrier runway is likely to become congested in the next 8 to 10 years. RAPC should request that OAK also evaluate potential new demand management approaches prior to the onset of major delays.
4. RAPC should support the FAA's proposal in the current FAA reauthorization legislation to conduct a pilot congestion pricing program.
5. Depending on the approach taken by Bay Area airports in the future to manage demand, RAPC may wish to support possible new legislation (or other approaches) that would change current federal policy that requires airport fee structures to be revenue neutral--a significant obstacle for effective congestion pricing schemes.
6. In Phase 2, RAPC may wish to investigate the potential for inter-regional express buses to substitute for short-haul commuter flights on bad weather days (e.g., Sacramento, Monterey, Fresno, Redding, Chico, etc.)
7. A tracking system should be developed to assess how close the three major Bay Area airports are to their estimated runway capacity and to better determine the time remaining until major delays are likely to occur.

## **PANEL FOUR: GOVERNANCE AND INSTITUTIONAL ISSUES**

### **Findings and Conclusions:**

1. To address contentious aviation planning issues, some regions are relying heavily on new collaborative processes, e.g., the New England Airport Coalition, the re-constituted Southern California Regional Airport Authority, and the processes in San Diego and Sacramento counties to update ALUC plans for the airports in these areas.
2. A requisite for considering institutional change is to first clearly identify the problems that need to be solved and the major impediments to addressing these problems, whether they be institutional or for some other reason.
3. Within a regional airport system planning context, the panelists generally supported a process for evaluating the need for new governance mechanisms that included the following steps:
  - a. develop a baseline forecast that identifies the needs and capacity problems in the airport system
  - b. develop a Vision of how the region can address these capacity issues
  - c. develop a regional consensus around this Vision
  - d. evaluate the benefits of institutional changes as one means to implement the Vision
4. A major challenge in any future effort to reconfigure how airport decisions in the Bay Area are made will be the keen interest of existing institutions and individual airports in maintaining local control.

### **Recommendations:**

1. As part of the Phase 2 work scope, evaluate the strengths and weaknesses of various institutional approaches (such as a new Authority, Joint Powers Agreement, and Memorandum of Understanding, etc.) for addressing key planning and implementation issues identified in the June staff report to RAPC (see below.) The need for institutional change may or may not be relevant, depending on the regional Vision for the airport system developed at the end of Phase 2. If determined to be relevant, then further analysis will be conducted in Phase 3.
  - Improve long-range planning for the region's aviation needs
  - Influence airline service decisions
  - Flexible use of FAA funds for airport improvements
  - Acquire/operate new airports
  - Develop more effective demand management/delay reduction approaches
  - Resolve potential regional airspace issues
  - Expedite deployment of new Air Traffic Control technologies
  - Help resolve regional over flight noise issues (higher altitude noise, further from runways)
  - Make better use of general aviation airports as relievers to air carrier airports
  - Improve surface access to airports
  - Promote compatible land use around airports
  - Legislative solutions (funding, noise compatibility, other issues)

## **APPENDIX A-2, POSSIBLE DISCUSSION TOPICS/QUESTIONS FOR WORKING GROUPS**

### Aviation Trends

- General forecasting approach
- Review forecasts by others (airports, FAA, etc.)
- Trends in growth of key air passenger markets: intra-California air service, other high density markets (e.g., Las Vegas, Phoenix, Seattle, etc.), commuter markets, major Domestic and International markets, etc.
- Importance of fuel price in future demand projections
- Bay Area airline marketing strategies and impact on future Bay Area airport air passenger shares; trends in connecting traffic at each airport
- Impact of additional mergers and consolidations in the airline industry on the forecasts
- Air passenger markets that could be served at alternative airports; strategies for attracting airlines to serve these airports
- Air cargo: key factors affecting future growth projections (fuel costs, diversion to truck ground services, security requirements, etc.)
- Air cargo: factors that would affect relative shares among Bay Area airports
- Air cargo: percentages of cargo in belly of passenger vs. freighter aircraft
- Air cargo: Strategies for attracting cargo carriers to alternate airports
- Trends in size of air passenger aircraft /load factors
- Impact of HSR on diverting air passengers to rail; fare assumptions for HSR and airline service
- Future growth trends for business general aviation
- Forecasting approach for business general aviation activity
- Impact of Very Light Jets on airline business travel; which airports will VLJs use in the Bay Area?

### New ATC Technology

- How will new RNAV/RNP procedures affect runway and airspace capacity at Bay Area airports?
- What would be gained by an airspace redesign study for the Bay Area?
- What are the most optimistic assumptions about the impact of RNAV/RNP on SFO's poor weather capacity problems?
- How likely is it that current aircraft wake vortex separation standards will change?
- How long will it take for advanced wake vortex detection and surveillance equipment to be developed?
- What are the capacity benefits of Continuous Descent Approaches, and what assumptions should be made about the feasibility of CDAs at Bay Area airports in the future?
- What airspace conflicts/changes in current airspace procedures would be necessary to accommodate service at alternative airports?
- What benefits will RNAV/RNP procedures have for the region's general aviation reliever airports?
- How much capacity gain can be attributed to a Traffic Management Advisor system?
- What is the likely timeframe for introducing the various new technologies (e.g., ADS-B)?
- What are the real world issues associated with deploying these technologies?

- How should the various technologies be analyzed in terms of their impact on runway capacity? What is the individual and cumulative impact of these technologies on capacity?

#### Demand Management

- What is the likely outcome of current Bush Administration proposals to better manage delays, particularly those in the New York area?
- Will there be further changes to the FAA's collaborative decision making process that will help reduce bad weather delays? How would future changes affect flights into and out of the Bay Area?
- How good is the current system for measuring delays, and explaining to the public the cause of delays?
- Will the airlines be able in the future to get together and discuss schedule changes to mitigate peak period congestion without anti-trust fears?
- Will airports ultimately get more authority to adjust schedules, notwithstanding the Airline Deregulation Act?
- Is there any workable approach for diverting flights to OAK when delays due to poor weather become excessive at SFO?
- What are the best approaches for upgauging aircraft size?
- Are lease agreements a viable approach to putting certain requirements on airline operations, e.g., minimum aircraft size?
- Are there ways to structure minimum landing fees that do not discriminate against small general aviation aircraft?
- How would airport congestion pricing work in a regional setting?
- Is Boston Logan's peak period landing surcharge a good model for a pricing approach in the Bay Area, or are there better methods?
- What sort of Demand Management approaches would be appropriate at alternate airports, given potential community interests in controlling the new number of flights at the airports that might receive new airline service?
- Will further attempts to manage demand contribute to even greater financial hardship in the airline industry?
- What data is necessary and what assumptions should be made to estimate the impacts of various demand management strategies?



**APPENDIX A-3, POSSIBLE REGIONAL AVIATION SYSTEM SCENARIOS FOR  
PUBLIC DISCUSSION**  
(General description/key issues)

**1. Continue to rely only on SFO/OAK/SJC for all the region's air service needs**

- Existing Airport Master Plans completed
- Aggressive Demand Management to upgauge aircraft size and mitigate congestion in the peaks (possible new legislation for slot authority or congestion pricing authority)
- Aggressive approach to new ATC deployment (decreased aircraft separation, maximize SOLA benefits at SFO)
- Complete mass transit connections to OAK/SJC

**2. Redistribution of Flights among Bay Area airports**

- SFO, OAK, SJC each handle specific markets
- The Airline Deregulation Act is suspended
- High speed ground connections between airports
- A regional body to determine flight redistribution and set congestion pricing fees, as required

**3. Regionalization of Air Service/North Bay Emphasis**

- Air passenger service at Santa Rosa, Napa, Travis
- Marketing strategy to attract airline interest
- Community land use plans to support this service
- Ground access facilities for improved accessibility

**4. Regionalization of Air Service/ Regional focus**

- Air passenger service at one or more North Bay airports (see above)
- In addition, new air service in the East Bay (Livermore, Buchanan)
- In addition, new air service in the South Bay (Moffett, South County)
- As above, airline marketing, community land use, and ground access issues plans to support this service
- Airspace compatibility issues for some airports

**5. Regionalization of Air Service/ Out of Region focus**

- Support development of new non-stop routes at Sacramento, Stockton, Monterey, Redding
- Alternatively, expand connecting interregional ground transportation services to SFO/OAK/SJC
- What markets would non-stop service be viable
- Ground access from Bay Area to these airports
- Community land use plans to support expanded service

**6. Regionalization of Air Cargo service**

- Potential new service at Travis, Moffett, Byron
- Local origins and destinations of Bay Area air cargo
- Marketing strategy to attract air cargo carriers
- Ground access convenience
- Long term land use compatibility

**7. Reliever General Aviation Scenario (to attract GA away from commercial airports)**

- Identify key reliever airports (Livermore, Moffett, Hayward, Napa, etc.)
- Facility/service improvements needed to attract greater business aviation use
- Facility/service improvements needed to attract on demand air taxi operators
- Nav aids needed to support all weather operations
- Proximity to businesses using corporate aircraft services
- Airspace compatibility issues
- Local land use compatibility

**8. High Speed Rail**

- Potential diversion of intra California air passengers to HSR (related to service frequency, alignment, fares)
- Cost of HSR
- Development timeframe
- Environmental tradeoffs

**9. Other**

- If above strategies are insufficient or unavailable to address capacity constraints, then expand runways at either SFO or OAK or both.

## APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

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

MTC's commissioners include:

Tom Ammiano  
Tom Azumbrado  
Tom Bates  
Bob Blanchard  
Dave Cortese  
Dean J. Chu

Bill Dodd  
Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Worth  
Ken Yeager

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, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT**

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

**Termination:** MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

**Insurance Requirement:** The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000, policy to contain liability Symbol 1 to provide coverage for any auto; (4) Errors and Omissions Insurance in the amount of \$1,000,000; and (5) Umbrella Insurance in the amount of \$10,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

**Independent Contractor:** Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

**Indemnification:** Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

**Data Furnished by MTC:** All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its

services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

**APPENDIX D,  
DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

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

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

2.1. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

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

2.2. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering

the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontractors
  - a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

- b. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- c. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
- d. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

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

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

9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.

10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)



**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 is normally possessed by a prudent person in the ordinary course of business dealings.
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)

### 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 \_\_\_\_\_, 2008.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## APPENDIX E, Local Agency Proposer/Bidder DBE (Consultant Contracts) Information

This information shall be provided by the successful Proposer/Bidder with the award document.				
Preliminary Engr.	Studies	Environmental Document	Prelim Design	
Final Design Right of Way	Right of Way Engineering	Right of Way Utility Relocation		
Construction	Construction Engineering	Construction Management		
AGENCY: MTC		LOCATION: 101 EIGHTH ST, OAKLAND, CA 94607		
PROJECT DESCRIPTION:				
CONTRACT NUMBER:				
FEDERAL-AID PROJECT NUMBER:				
TOTAL CONTRACT AMOUNT:		\$		
FEDERAL SHARE (For local agency to complete):		\$		
PROPOSAL/BID DATE:				
PROPOSER'S/BIDDER'S NAME:				
CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs <sup>1</sup> (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above should be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions.			<b>Total Claimed Participation</b>	\$
				%
<b>1.</b> Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces.  <b>2.</b> If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Signature of Proposer/Bidder	
			Date (Area Code) Tel. No.	
			Person to Contact (Please Type or Print)	

CT Bidder - DBE Information (Rev 4/28/06)

Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.  
(2) Copy - Include in award package to Caltrans District Local Assistance  
**(3) Original – Local agency files**



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California State University Sacramento Center for Collaborative Policy 815 S Street, 1st Floor Sacramento, CA 95811-7065	9126	Charles M. Salter Associates, 130 Sutter Street San Francisco, CA 94104-4003	9126	CRA International, 200 Clarendon Street, T-33 Boston, MA 02116-5092	9126
DMJM Aviation, 999 Town and Country Road, 4th Floor Orange, CA 92868-4713	9126	DMJM Aviation, 999 Town and Country Road, 4th Floor Orange, CA 92868-4713	9126	Earthmetrics, Inc., 2855 Campus Drive, Suite 300 San Mateo, CA 94403-2512	9126
GCR & Associates, 2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122-3529	9126	Louis Berger Group, 7825 Fay Avenue, Suite 256 La Jolla, CA 92037-4252	9126	Mestre Greve Associates, 27812 El Lazo Road Laguna Niguel, CA 92677-3915	9126
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