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OF BAY AREA
GOVERNMENTS

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September 29, 2026

REQUEST FOR PROPOSAL (RFP)
2027 BAYREN WORKFORCE DEVELOPMENT IMPLEMENTATION

NOTICE IS HEREBY GIVEN that the Association of Bay Area Governments (ABAG), invites your firm to submit a proposal for BayREN Workforce Development Design and Implementation Services (Project).

The RFP documents for this project are available for download on the ABAG website at <https://mtc.bonfirehub.com>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit their Proposal by **4:00 p.m. on Tuesday, November 3, 2026**, in accordance with the instructions contained in the RFP. Other key RFP dates are listed in Section V, Consultant Selection Timetable of the RFP.

Any contract entered into as a result of this RFP may be funded, in whole or in part, by funds provided through a Master Service Agreement No. 4400007460 (MSA) with Pacific Gas and Electric (PG&E). Accordingly, the requirements included in Attachment H of Appendix D, ABAG Standard Consultant Contract, and Appendix F of this RFP shall apply to this procurement.

ABAG Point of Contact: Noah Cohen, Contract Specialist
Association of Bay Area Governments
Bay Area Metro Center
375 Beale Street, San Francisco, CA 94105
E-mail: ncohen@bayareametro.gov

Thank you for your interest.

Sincerely,

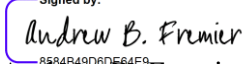
Signed by:

8584B49D6DE64E9
Andrew B. Fremier
Metropolitan Transportation Commission
Executive Director
(Acting pursuant to the Contract for
Services dated May 30, 2017.)

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I. ABAG AND PROJECT DESCRIPTION

A. Description of ABAG and BayREN

ABAG was formed in 1961 by a joint powers agreement among Bay Area local governments and serves as the comprehensive regional planning agency and Council of Governments for the nine counties and 101 cities and towns of the San Francisco Bay Region. The region encompasses Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties.

ABAG is a public entity created by local governments to meet their planning and research needs related to land use. ABAG also hosts a number of joint powers and administrative entities related to environmental and water resource protection, disaster resilience, energy efficiency, financial services and staff training to local counties, cities and towns. On May 30, 2017, ABAG and MTC entered into a Contract for Services (the “CS”) under which MTC provides administrative and program services to ABAG and its affiliated entities. Effective July 1, 2017, the employees of ABAG transitioned to MTC employees. MTC staff including Integrated Regional Planning Program staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission.

The Bay Area Regional Energy Network (BayREN) is a coalition of the nine counties that make up the San Francisco Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma). Led by the ABAG, BayREN implements effective energy saving programs on a regional level and draws on the expertise, experience, and proven track record of Bay Area local governments to develop and administer successful climate, resource, and sustainability programs.

BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission. In D.19-12-021 BayREN became a permanent Program Administrator of Energy Efficiency programs. As a Portfolio Administrator, BayREN’s current portfolio funding details approved activities through 2027. In March 2026, BayREN submitted to the CPUC, its 2028-2031 Portfolio Plan and 2028-2035 Business Plan (A.26-03-009) which will provide funding through 2031.

B. Project Description

ABAG announces a Request for Proposal (RFP) seeking qualified firm(s) to provide program implementation and regional marketing for BayREN’s workforce, education and training program, currently referred to as – BayREN Climate Careers.

II. QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

A. Minimum Qualifications

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Implementation of at least two workforce development programs (preferably energy efficiency related) targeting residents of disadvantaged communities, and/or are otherwise from communities that are hard to reach or underserved over the past seven years.

2. Experience with at least two previous projects conducting outreach to residents in priority equity communities, and/or are otherwise from communities that are hard to reach or underserved.
3. Proof that the firm has an active PG&E Third Party Security Review (TSR) certification. The firm must retain an active certification throughout the term of the contract.

B. Desired Qualifications

The following qualifications are not required in order for a Proposer to be determined eligible for consideration, but Proposers will be scored on these qualifications under Section VIII. Proposal Evaluation, Subarticle C. Evaluation Panel and Evaluation Criteria.

1. Experience designing residential energy efficiency programs, preferably focused on underserved markets.
2. Experience implementing residential energy efficiency programs preferably in California.
3. Experience with developing and implementing program outreach to diverse populations.
4. Technical expertise with respect to California regulatory and legislative mandates related to residential energy efficiency programs.
5. Experience working with community partners on projects with similar scope.
6. Dedicated and appropriately staffed bilingual personnel (at least Spanish and preferably also Chinese) for both customer and contract support.
7. Knowledge of and ability to comply with CPUC reporting requirements for resource programs.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Consultant”) will be expected to perform all work and analysis necessary to complete the scope of work.

B. Period of Performance

ABAG expects the work to commence on or about January 1, 2027, and to be completed no later than December 31, 2027. At ABAG’s sole option, the contract may be extended for (4) additional years for work contemplated by *Appendix A, Scope of Work*.

C. Budget

ABAG has budgeted approximately two million eight hundred thousand dollars (\$2,800,000) for this effort. Additional funding may be available in future Calendar Years subject to approval of future ABAG budgets as a result of BayREN obtaining approval of funding from the CPUC for its 2028-2031 Portfolio Plan and 2028-2035 Business Plan.

IV. PROPOSERS’ CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A non-mandatory Proposers’ Conference will be held at 3:00 p.m., on Wednesday, October 7, 2026. Proposers may appear via Zoom Teleconference at the following meeting information:
The Pre-proposers’ Conference will be conducted as a Zoom meeting.

It is recommended that Proposers' register in advance for this meeting, however, Proposers' can also register just prior to the meeting or during the meeting (if it is necessary to join after the start:

<https://bayareametro.zoom.us/meeting/register/D7CPbbpaQ3uYeeYTDiLE0w>

After registering, Proposers' will receive a confirmation email containing information about joining the meeting.

The conference will not be recorded.

If a Proposer knows they will be unable to join via computer and wishes to participate by phone, please contact Noah Cohen by email: ncohen@bayareametro.gov, or call: (415) 778-5215 for meeting credentials.

Individuals appearing by telephone are required to send the following information prior to the meeting:

1. First and Last Name;
2. Job Title;
3. Firm Name;
4. Email;
5. Phone number;
6. Any firm certifications, such as Disadvantaged Business Enterprise (DBE); Small Business Enterprise (SBE) and corresponding Certification Numbers
7. A brief list of firm services; and
8. Whether the firm is interested as a prime or sub.

Any addenda will be posted on ABAG's procurement website at <https://mtc.bonfirehub.com>. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by ABAG no later than the Closing Date/Time for Receipt of Requests for Modifications/Exceptions as stated in Section V. Consultant Selection Timetable, to guarantee a response or consideration. Responses will be provided in Questions and Answers Documents or Addenda on an ongoing basis as soon as possible. ABAG reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

V. CONSULTANT SELECTION TIMETABLE

3:00 p.m., on Wednesday, October 7, 2026	Non-Mandatory Proposers' Conference. Please see Section IV above for details on how to attend.
4:00 p.m., on Tuesday, October 13, 2026	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) business days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 p.m. on Tuesday, November 3, 2026	Closing date/time for receipt of proposals

Week of November 9, 2026*	Interviews/Discussions (if held)
TBD*	Date for receipt of Best and Final Offers (if required)
Friday, December 11, 2026*	ABAG Administrative Committee Approval

**Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFP. All dates and times are in the Pacific Time Zone.*

VI. SUBMITTAL OF PROPOSALS

- Interested firms must submit one electronic proposal, uploaded to <https://mtc.bonfirehub.com> by the closing date and time for receipt of proposals. **Hard copy proposals, proposals submitted solely by email and faxed proposals will not be considered.**
- The Transmittal Letter of the Proposal is to be addressed as follows:

BayREN Workforce Development Design and Implementation
Attention: Noah Cohen
375 Beale Street, 7th Floor Receptionist
San Francisco, CA 94105
- The Title Page of the RFP must include the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email and date.
- RFPs must be received on ABAG's website at <https://mtc.bonfirehub.com> **no later than the date and time indicated.** ABAG is not responsible for submissions delayed for any reason. The online submission system will not allow for any submission to be accepted after the stated date and time.
- Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
- If selected, a signed proposal submitted to ABAG in response to this RFP shall constitute a binding offer from Proposer to contract with ABAG according to the terms of the proposal for the duration of the performance period of the resulting contract.
- A proposal may be withdrawn at any time before the date and time when proposals are due by following the instructions contained within the online proposal submission system.
- This RFP does not commit ABAG to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
- Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- ABAG reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.

11. ABAG reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

12. If the selected Proposer fails to enter into a contract with ABAG in a timely manner as determined by ABAG, in accordance with the terms and conditions of this RFP, ABAG reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.

13. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <https://mtc.bonfirehub.com> to register in the ABAG Vendor Database.

VII. FORM OF PROPOSAL

Proposals must be signed and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the Proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in ABAG's sole discretion.

Each proposal must include the following:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Firms must affirmatively state that they meet the qualifications described in Section II. Minimum Qualifications or Desired Qualifications, and then briefly describe how they meet or exceed those qualifications. Supporting evidence thereof may be attached to the Transmittal Letter. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

C. Table of Contents

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

D. Overview and Summary

This section should clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

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

E. Work Plan

This section should present a work plan for the tasks described in *Appendix A, Scope of Work*. The proposed work plan should:

1. Discuss how the Proposer will conduct the identified task, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between ABAG, Proposer staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a succinct description (one page maximum) of any previous projects similar to the Scope of Work attached as *Appendix A*, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include

the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.

4. Provide at least one sample of a written technical report or memo and two samples of material developed for a similar study effort. The samples must have been prepared by key members of the Proposer's team and should identify the authors. Only one copy of each sample is required, and the samples will be returned after proposal evaluation, upon request. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
5. Provide a list of references (including references for subcontractors) and their contact information.
6. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, MTC Service Authority for Freeways and Expressways (MTC SAFE), Bay Area Toll Authority (BATA), Bay Area Infrastructure Financing Authority (BAIFA) or Bay Area Headquarters Authority (BAHA) in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any MTC, MTC SAFE, BATA, BAIFA or BAHA contract within the past three years may be considered as reference information or when past performance is included as an evaluation factor as noted in Section VIII, Proposal Evaluation.

G. Cost Proposal

Based on the tasks and staffing plan described in response to E.1 and E.2, listed above, provide a breakdown of the expected expenditures of funds for each task in each phase contained in *Appendix A, Scope of Work*. The budget should include, but is not limited to, a task budget and a line-item budget with billing rates for each phase.

1. The task budget should present a breakdown of hours and expenses by task and deliverable in each phase of the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. A line-item budget should be submitted for each phase of the project. The line-item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line-item budget should be set forth on the Cost and Price Analysis Form attached as *Appendix B* to this RFP. A line-item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic spreadsheet format upon request. The line-item budget is requested for evaluation purposes only; payment shall be based on receipt of deliverables satisfactory to ABAG.
3. Please include information (date and outcome) on the Proposer's most recent pre-award audit, if applicable.

H. California Levine Act Statement

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

I. Insurance Provisions

Submit a signed acknowledgement, for Proposer only, that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of ABAG's notice to firm that it is the successful Proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

J. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification for Proposer only (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

K. Federal Requirements – Not Used***L. Iran Contracting Act***

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission that Proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix E*) for Proposer only.

M. Financial Responsibility – Not Used***N. Bond – Not Used******O. Small Business Enterprise (SBE) Program***

ABAG has established a Small Business Enterprise (SBE) Program to encourage participation of certified SBEs in non-federally funded and non-architectural and engineering contracts. Please see RFP Section VIII. D Small Business Enterprise (SBE) Program and Appendix G, Small Business Enterprise Program for further details. **All** Proposers are required to submit **via a separate file** a completed Appendix G-1, Small Business Enterprise (SBE) Program Form to detail participation in the SBE Program. Please see <https://mtc.ca.gov/about-mtc/doing-business/small-business-enterprise-sbe> for specific SBE Program requirements.

VIII. PROPOSAL EVALUATION***A. Verification of Minimum Qualifications***

The ABAG Contracts Specialist, in collaboration with the ABAG Project Manager, will review proposals to ensure that each proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The ABAG Contracts Specialist, in consultation with the ABAG’s Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications listed in this RFP will not be considered responsive. Also, 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 and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. ABAG reserves the right to request additional information from responsive Proposers prior to evaluation.

C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of ABAG and partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the ABAG Contracts Specialist only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

- 1. Experience in desirable qualifications listed in Section II, Article B, Desired Qualifications and experience of the personnel assigned to the program. (35%)
- 2. Workplan and approach, including pilot proposal. (30%)
- 3. Hourly rates and cost effectiveness. (15%)
- 4. Communications. (10%)
 - a. Clarity structure, effectiveness, and readability of the proposal and writing samples (e.g., grammar, spelling, format, content organization, writing quality, etc.).
 - b. Ability to speak and present clearly (as demonstrated in interviews, if held).
- 5. Price (10%)

Points will be allocated based on the relative difference between the lowest overall Proposed Total Price and each other Proposal. The lowest price will be 100%. (see Column B below). The Price evaluation points (Column A) will be multiplied by the percentage applicable to each Proposal (Column B). The Proposal with the lowest overall price will receive 100% of their Price evaluation points and the remaining firms will receive a weighted portion of the points based on the following formula (see Column C below).

For example:

		A	B	C
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Proposer	Proposed Total Price	Substantive Evaluation Points	% of Evaluation Points Assigned	Final Evaluation Points Assigned
Proposer X	\$2,000,000	10	100 %	10
Proposer Y	\$2,400,000	8	\$2,000,000 divided by Proposer Y overall price = 83%	7
Proposer Z	\$2,800,000	6	\$2,000,000 divided by Proposer Z overall price = 71%	4

D. Small Business Enterprise (SBE) Program

After the evaluation panel has completed its review, the Contract Specialist will review each Proposer's completed Appendix G-1, Small Business Enterprise (SBE) Program Form to evaluate each Proposer's participation in the ABAG SBE Program. If the proposer successfully meets eligibility requirements, an Evaluation Preference will be applied as follows:

- If the Proposer commits to having SBE firms participate in a minimum of twenty-five percent (25%) to a maximum of forty percent (40%) of the Project, five percent (5%) or five (5) points will be added to the total evaluation percentage or points.
- If the Proposer commits to having SBE firms participate in more than forty percent (>40%) of the Project, ten percent (10%) or ten (10) points will be added to the total evaluation percentage or points.

E. Proposer Interviews

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or convene interviews with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

ABAG reserves the right not to convene interviews and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

F. Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the "short list" will be to identify to that Proposer's specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer's project manager, as well as other key personnel identified by the evaluation panel, will be expected to

participate in any discussions. A Proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

G. Request for Best and Final Offer

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by ABAG of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

ABAG reserves the right to not convene interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

H. Recommendation for Contract Award

The panel will recommend the selected Proposer to the MTC Executive Director, based on their evaluation of the written proposals or interviews or discussions or BAFOs and interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award and forward the recommendation to the ABAG Administrative Committee, which authorizes award. ABAG will notify Proposer’s who submitted a proposal of the results by posting an award notice and the signed ABAG Administrative Committee memo authorizing award on the ABAG website at <https://mtc.bonfirehub.com>.

IX. GENERAL CONDITIONS

A. Award

Any award made will be to the Proposer whose proposal is most advantageous to ABAG based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with ABAG in a timely manner as determined by ABAG, in accordance with the terms and conditions of this RFP, ABAG reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

B. Contract Arrangements

ABAG Standard Consultant Contract is attached as *Appendix D*. If a Proposer wishes to propose a change to any standard ABAG contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept ABAG’s standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) business days of ABAG’s notice that it is the successful Proposer. Requests to change ABAG’s insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. ABAG will review the requests and issue an

addendum if material changes requested by a prospective Proposer are acceptable. Objections to ABAG determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to ABAG's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be firm fixed price, with payment based on ABAG's receiving of satisfactory deliverables.

Consultant's performance under any contract issued resultant of this RFP will be evaluated and the evaluation information may be considered as part of the evaluation for any other MTC, MTC SAFE, BATA, BAIFA, BAHA or ABAG projects for which the Consultant submits a proposal for three years after services are performed.

C. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that ABAG procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Contracts Specialist a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third business day after the date in which ABAG posts the award notice and signed ABAG Administrative Committee memo authorizing award on the ABAG website at <https://mtc.bonfirehub.com>, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until ABAG Administrative Committee authorizes award.

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

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the ABAG Administrative Committee, no later than 4:00 p.m. on the third business day after receipt of the written response from the MTC Executive Director. ABAG Administrative Committee decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by ABAG shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the ABAG Administrative Committee's decision.

D. Public Records

ABAG is required to comply with the California Public Records Act (Government Code §7920.000 *et seq.*). In the event that ABAG receives a request under the California Public Records Act for any information clearly marked as confidential received from a Proposer, ABAG shall promptly notify the Proposer of such request prior to release of such information so as to enable the Proposer to seek a court order protecting such information from disclosure. It is understood that ABAG cannot withhold information beyond the legal timeframe required for responding to a request under the California Public Records Act.

E. Key Personnel

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of ABAG. Removal of any key personnel identified in the proposal without written consent of the ABAG Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of ABAG is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever ABAG is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by ABAG and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other ABAG solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to ABAG; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

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

G. Personally Identifiable Information

Proposer agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Relating to Personally Identifiable Information of Appendix D, ABAG Standard Consultant Contract.

H. Pre-Award Audit – Not Used***I. Web-Based Communication***

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the ABAG Project Manager or his/her designee via a web-based system designated by ABAG to which ABAG will provide system access.

J. Prevailing Wage Requirements – Not Used***K. Payment, Sub-Contractor and Prevailing Wage Information – Not Used******L. Cooperative Use***

The Metropolitan Transportation Commission (MTC), Bay Area Toll Authority (BATA), Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), Bay Area Headquarters Authority (BAHA), Bay Area Housing Finance Authority (BAHFA), Bay Area Infrastructure Financing Authority (BAIFA), members of BayREN's coalition of local governments, and other public entities may utilize this procurement to obtain all goods and/or services at the same terms and conditions included in this procurement and firms' submissions during the period of time that the contract resulting from this procurement is in effect.

M. Disadvantaged Business Enterprise (DBE) Requirement – Not Used

APPENDIX A, SCOPE OF WORK

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

TASK 1 - WORKFORCE DEVELOPMENT IMPLEMENTATION:

As a regional energy network, BayREN is charged with offering programs that serve hard to reach communities and that also fill gaps in the market. Services in this category will include implementing BayREN's workforce, education and training program. Currently, this workforce development program targets expanding workforce development offerings to youth 15-24 years of age— particularly those that are hard to reach and/or are in underserved communities – and provides active skills training, professional development and employment opportunities. In addition, the audience these youth serve are also residents from disadvantaged communities in all nine Bay Area counties.

Calendar Year 2027 Tasks include:

- a. Implement an energy efficiency workforce development program, including active skills training (soft and hard) focused on underserved populations (i.e. from disadvantaged communities, non-native English speakers, disconnected from educational or labor opportunities, etc.).
 - **Youth Workforce Recruitment:** Hire at least 54 youth participants between ages 15-24. Priority participants are those who come from low-income and disadvantaged households and/or equity priority communities. The program participants will go through a minimum one weeklong intensive training and will complete in-person residential energy and water efficiency services. These services aim to provide a pathway for residential homeowners and renters to participate in further upgrades, electrification measures and education.
 - **Youth Workforce Education & Training:** Develop curriculum for program training on the proper installation of energy efficiency measures and professional development, eco-literacy and financial literacy. This education should add up to more than 40 hours of learning and hands-on experience.
 - **Youth Internship Opportunities:** Place of at least three quarters of the hired youth in an internship or job opportunity beyond the in-person, in-home services. Establish relationships with the existing energy-efficiency workforce to allow for employment opportunities for the youth participants. Placement opportunities should emphasize energy and/or climate related work.
 - **Bay Area Residential Home Service Delivery:** In 2027, train and direct youth participants to deliver in-person, in-home services (described in Task 4) within six of the Bay Area counties. The in-home services priority population will be low to moderate income households, seniors, households whose first language is not English, multifamily residents and other hard-to-reach communities. The selected Consultant shall ensure the safety and training of Residential Home Service Youth Participants.
- b. Consultant will open up to 6 offices located within six counties. In calendar year 2027, in-person offices will serve Alameda, Contra Costa, Napa, San Francisco, Santa Clara and Sonoma counties.

Task 1 Deliverables:

- 1.1 Youth workforce recruitment
- 1.2 Youth workforce education and training curriculum

- 1.3 Youth training, minimum of 40 hours of learning and hands-on experience
- 1.4 Internship placements

TASK 2 – PROGRAM COORDINATION AND REPORTING:

Consultant will work with MTC-ABAG to transition program lead management responsibilities to MTC-ABAG and focus on program implementation, on behalf of BayREN. Consultant will establish program coordination and data collection methods to track contacts and program metrics.

- a. Develop a plan and timeline to transition program lead management responsibilities to MTC-ABAG by end of 2027.
- b. Set up an electronic customer relationship management (CRM) system and data exchange protocols for the Program. With BayREN, jointly define all the data elements to be captured.
- c. Provide programmatic details and progress reports to the ABAG Portfolio Administrator or BayREN Workforce Program Lead for reporting BayREN purposes.
 - Program progress reports will include at minimum: program performance towards goals and objectives, successes and challenges (e.g., technical problems, implementation barriers, or customer issues, if any), and next steps.
 - On a regular schedule, review service-level expectations (SLEs) and participant surveys collected by BayREN to assess performance of the program, Consultant and subcontractors, work completed, and recommend to BayREN program improvements.
- d. Allocate program resources to participate in or lead Program Circle meetings, as requested by the Program Lead.
- e. Assign program roles, monitoring role performance, providing feedback to enhance performance, and removing individuals or organizations from roles.
- f. Work in conjunction with the Program Lead to incorporate program priorities and strategies.
- g. Incorporate metrics to track and measure program success.
- h. Oversee determined program-specific marketing efforts and materials.
- i. Maintain a shared drive for all Circle members to access.
- j. Monitor and forecast budget, expenditures, and receivables.
- k. Assist in promotion of other BayREN programs, providing “warm” leads to the single-family program, etc.
- l. Collect and report out of data and sharing with other BayREN programs, member agencies, and consultants, as applicable.
- m. Develop and provide monthly expense reports, including all associated invoices, including by subcontractors, by a mutually determined day of the month to receive payment for services provided for the previous month.
- n. Cooperate with CPUC-directed evaluation, measurement, and verification (EM&V) activities including responding to CPUC issued data requests, contributing to annual and quarterly reporting, participating in Peer Review Groups, reviewing and providing comments on evaluation studies as requested by MTC-ABAG.

Task 2 Deliverables:

- 2.1 Customer Relationship Management system and data exchange method
- 2.2 Weekly, monthly, quarterly, annual, and ad hoc data and progress reports
- 2.3 Monthly expense reports
- 2.4 Responses to EM&V data requests
- 2.5 Development of program participant survey and associated data reports

TASK 3 - PROGRAM MARKETING:

Consultant will develop and implement an effective outreach strategy for attracting the targeted groups into the program. Consultant will work closely with BayREN's regional communications staff and county representatives.

- a. Work closely with BayREN staff to ensure alignment with existing marketing and communications practices, including but not limited to branding guidelines and writing styles.
 - Ensure that residential-facing program marketing materials and services are appropriately BayREN branded, as directed by the BayREN Workforce Program Lead
- b. Employ an outreach strategy that targets priority and hard-to-reach populations. Strategy includes grassroots and community-based outreach campaigns, partnerships with community-based organizations and local governments and social media engagement.
- c. Leverage county partnerships within BayREN's workforce, education and training program to reach county residents via strategies that target households and clients residing in more remote areas and meet the intended hard-to-reach populations.
- d. Provide program participant data to BayREN to inform targeted marketing strategies for additional BayREN residential offerings.
- e. Coordinate with BayREN staff to produce one to four case studies per year throughout the program period. The case studies are intended for public distribution and will highlight successes, challenges, costs, and best practices for equitable energy upgrade programs.
- f. Establish a process to screen, enroll, and educate customers. This could entail:
 - Intake customers leads via process decided under Program Design.
 - Screen customer leads based on Program Manual.
 - Respond to customers by their preferred communication channel within three (3) business days to enroll them in the program.
 - Have the ability to manage all customer communications in English, Spanish, Mandarin/Cantonese, Vietnamese, at a minimum.
 - Provide customer with educational materials on home energy efficiency, weatherization, and electrification.
 - Engage tenants and property owners, including multifamily residences.
 - Where appropriate, refer customers to other relevant programs, such as electrification and home repair programs that customers may qualify for.

Task 3 Deliverables:

- 3.1 Marketing and outreach strategy, leveraging BayREN county partnerships
- 3.2 Marketing materials and collateral; BayREN-branded for residential-related materials
- 3.3 Case studies
- 3.4 Program participant data
- 3.5 Lead intake process

TASK 4 – RESIDENTIAL SERVICES PROGRAM DESIGN, IMPLEMENTATION, AND PILOTS

Consultant will implement a Bay Area in-person, in-home residential home energy efficiency service available for renters and homeowners alike. It will also provide a pathway for residential property owners into further energy efficiency and electrification upgrades. In 2027, specific tasks include:

- Deliver 1,200 in-person, in-home installation services of energy efficient and water saving measures within six of the Bay Area counties that include:

- Installation of low-cost energy efficiency measures such as LED lightbulbs, faucet aerators, and portable induction cooktops.
- A home energy- and water-efficiency assessment that helps the customer understand their existing home condition's impacts on resilience, health, safety, and energy affordability.
- Education on available resources and programs to receive further upgrades, including BayREN's other residential offerings.
- Evaluate, determine, and implement in-home improvements to increase the conversion rate and uptake of residential sign-ups, in collaboration with BayREN. Ensure that program improvements continue to complement BayREN's programming and aligns well with BayREN's strategic vision.
- Identify and implement innovative pilot ideas that meaningfully serve renters, provide career readiness opportunities for youth participants, and have potential to scale up in the 2028-2031 period, in collaboration with BayREN stakeholders.
 - Pilots approved by the BayREN Workforce Program lead may move forth to implementation.
 - BayREN invites bidders to propose a residential pilot budget, either associated with initial ideas or as a placeholder.

Task 4 Deliverables:

- 4.1 Documentation of completed in-person, in-home improvements
- 4.2 Project data and metrics report(s)
- 4.3 Approved pilot project workplan and budget

**APPENDIX B
COST PROPOSAL****(Uploaded as a Separate Excel File in Bonfire)****Project-Specific Details:**

ABAG has budgeted approximately two million eight hundred thousand dollars (\$2,800,000) for this effort. Additional funding may be available in future Calendar Years subject to approval of future ABAG budgets as a result of BayREN obtaining approval of funding from the CPUC for its 2028-2031 Portfolio Plan and 2028-2035 Business Plan.

The contract resulting from this procurement will be firm fixed price with payment subject to ABAG receiving satisfactory deliverables.

INSTRUCTIONS**APPENDIX B-1, SUMMARY:**

Complete Appendix B-1, Summary to show:

- The Total Cost of the Project (without optional tasks)
- The Subtotal of Optional Tasks
- The Total Cost of the Project (with Optional Tasks)

APPENDIX B-2, DETAILED COST PROPOSAL:

Complete Appendix B-2, Detailed Cost Proposal to provide a detailed breakdown of all costs for the Project for each deliverable. The information on this Appendix B-2, Detailed Cost Proposal form will be used for evaluation purposes only to evaluate proposer's understanding of the project and approach.

Refer to the table below for specific instructions on areas referenced on the form. Please note that Red text on the form is used for example or informational purposes only and should be removed by Proposers when completing the form.

<u>Reference</u>	<u>Instruction</u>
[1]	State the name of the firm performing the work item.
[2]	State the job classification performing the work item.
[3]	State the name of the Key Personnel performing the work item. "N/A" may be used if no Key Personnel is associated with that work item.
[4]	State the Hourly Rate for the applicable Key Personnel. Use the Hourly Rate for the job classification if no Key Personnel is associated with that work item. All rates must be reflected in Appendix B-3, <u>Derivation of Rates</u> . Hourly Rates for Key Personnel must not exceed the Maximum Hourly Rate stated for the applicable labor classification.
[5]	Create additional columns as necessary for additional classifications and/or personnel.
[6]	For each deliverable, complete the Form to indicate the costs for Direct Labor (as detailed by hours expended) and Direct Expenses. For deliverables in which there are multiple quantities (e.g. Monthly Meetings), identify the cost <u>per deliverable</u> and the estimated quantity of the deliverables in the description of the deliverable. Then complete the form for that deliverable by multiplying the unit value for the item by the quantity of the deliverables. For example, if a key personnel is proposed to

	perform two hours per meeting for ten meetings, then the form will be completed by calculating two hours multiplied by ten meetings, or 20 hours. Special instructions may apply for certain deliverable items.
[7]	Calculate the sum of the total number of hours expended for each deliverable.
[8]	Calculate the sum of Direct Labor Costs by adding up all of the direct labor expenses. First, calculate the direct labor expenses for each personnel by multiplying their Hourly Rate by the number of hours for the deliverable. Then, add up all of those costs to arrive at the sum of all Direct Labor Costs.
[9]	State the sum of all direct expenses associated with each deliverable. An itemized breakdown or narrative explaining the costs may be provided in [9.1] at the bottom of the form. If ABAG directs the Consultant to provide any material or supplies, ABAG shall be billed at cost.
[10]	Calculate the total cost for each deliverable by adding the Subtotal Direct Labor [8] with the Direct Expenses [9].
[11]	Any proposed additional or optional tasks must be clearly identified as “[OPTIONAL]”. Cost information for Optional Tasks should not be included in any Task Subtotals [12]. Instead, the subtotal of all Optional Tasks should be stated in Section [14] for separate consideration.
[12]	Calculate the subtotal for each column for each Task. Information regarding Optional Tasks should <u>not</u> be included in these calculations.
[13]	Calculate the subtotal for each column for the full Project. Information regarding Optional Tasks should <u>not</u> be included in these calculations.
[14]	Calculate the total cost for the project (without Optional Tasks) by adding up the costs for each task.
[15]	Calculate the subtotal for all Optional Tasks.
[16]	Calculate the total for the project (with Optional Tasks) by adding the Total Project Cost (without Optional Tasks) to the Subtotal of Optional Tasks.

APPENDIX C, ABAG 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 \$500 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.

ABAG Executive Board members include:

Susan Adams - President	Wanda Williams - Vice President	Belia Ramos - Immediate Past President
Sylvia Arenas	David Canepa	Ken Carlson
Matt Dorsey	Betty Duong	Nikki Fortunato-Bas
Lisa Gauthier	Eric Lucan	Rafael Mandelman
Nathan Miley	David Rabbitt	Shanelle Scales-Preston
Pamela Campos	Sarah Dennis Phillips	Bien Doan
Pat Eklund	Carroll Fife	Dan Furtado
Michael Hannon	Rosemary Kamei	Daniel Lurie
Lisa Motoyama	Rob Moore	Mark Nagales
Janani Ramachandran	Maureen Toms	Zac Unger
Rick Vaccaro	Pierre Washington	Mark Ransom

- 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 ABAG Finance and Personnel Committee member in the 12 months preceding the date of the issuance of this request for qualifications?
☐ YES ☐ NO
 If yes, please identify the commissioner or committee member: _____
- 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 ABAG Finance and Personnel Committee member in the three months following the award of the contract?
☐ YES ☐ NO
 If yes, please identify the commissioner or committee member: _____

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

 DATE

 (SIGNATURE OF AUTHORIZED OFFICIAL)

 (TYPE OR WRITE APPROPRIATE NAME, TITLE)

 (TYPE OR WRITE NAME OF COMPANY)

APPENDIX D
ABAG STANDARD CONSULTANT CONTRACT

Available as a separate file on <https://mtc.bonfirehub.com>

APPENDIX D-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with ABAG, placed with insurers Best's Rating of A- or better with a Financial Size Category of VIII or better.

Yes (√)	Please certify by checking the box below that required coverages will be provided within ten (10) business days of ABAG's notice to firm that it wishes to contract with the firm.
—	<u>Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such <u>Workers Compensation & Employer's Liability</u> may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, such policy shall be endorsed to include affirmative coverage for sexual abuse or molestation. If coverage for sexual abuse or molestation is not included, Recipient shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim. ABAG and MTC, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.

_____	<u>Excess or Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
_____	<u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to ABAG and having minimum limits of \$1,000,000 per claim. The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.
_____	<u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of its Agreement with ABAG, materials or property to be purchased and/or installed on behalf of ABAG (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of ABAG.
Consultant’s obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to ABAG. Consultant shall be responsible for payment of any deductible or retention on Consultant’s policies without right of contribution from ABAG. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that ABAG seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit. If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, Consultant shall: 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with ABAG or the beginning of any work under such Agreement; 2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and	

3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant’s personnel, subcontractors, and equipment have been removed from ABAG’s property, and the work or services have been formally accepted. Consultant must notify ABAG if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with ABAG.

Prior to commencement of any work hereunder, Consultant shall deliver to ABAG Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with ABAG.

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

Title of Authorizing Official	
Name of Authorizing Official	
Signature of Authorizing Official	
Date	

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

APPENDIX E
IRAN CONTRACTING ACT OF 2010
(Public Contract Code Section 2200 *et seq.*)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Association of Bay Area Governments (ABAG) contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**APPENDIX F,
PG&E MASTER SERVICE AGREEMENT NO. 4400007460**

These documents are available at the following link to a Box folder made available by BayREN. Should you have any issues accessing these documents, please contact the ABAG Project Manager via email.

<https://mtcdrive.app.box.com/s/f8kx73yoi10a718i14via23m9smk9o32>

APPENDIX G SMALL BUSINESS ENTERPRISES (SBE) PROGRAM

All Proposers are required to complete and submit this form via a separate file.

ABAG has established a [Small Business Enterprise \(SBE\) Program](#)¹ to encourage participation of certified SBEs in non-federally funded and non-architectural and engineering contracts. Under the SBE Program, after ABAG final evaluation panel review, each Proposer's completed Appendix G, [Small Business Enterprise \(SBE\) Program Form](#) will be reviewed to verify responsiveness and confirm that eligibility requirements have been met. If the proposer successfully meets eligibility requirements, an Evaluation Preference will be applied as follows:

- If the Proposer commits to having SBE firms participate in a minimum of twenty-five percent (25%) to a maximum of forty percent (40%) of the Project, five percent (5%) or five (5) points will be added to the total evaluation percentage or points.
- If the Proposer commits to having SBE firms participate in more than forty percent (40+%) of the Project, ten percent (10%) or ten (10) points will be added to the total evaluation percentage or points.

*Participation can be achieved by the prime, by a sub(s), or a combination of prime and sub(s) who meet the requirements set forth in Section B.3 of the SBE Program.

Firms (prime or subconsultants) that are certified under any of the following certifications may qualify for participation in the SBE Preference Program:

- State of California Department of General Services (DGS) SBE Program,
- California United Certification Program DBE certification;
- City and County of San Francisco Contract Monitoring Division Local Business Enterprise (LBE) certification;
- Alameda County Small Local and Emerging Business (SLEB) certification; or
- Any Disadvantaged Veteran Business Enterprise (DVBE); Local Business Enterprise (LBE); Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE); Minority Business Enterprise (MBE); or Women's Business Enterprise (WBE) certifications from a formal certifying agency in the nine county Bay Area – provided that the certification can be verified through an internet searchable database and meets the requirements of the State of California Small Business Program.

Firms not meeting these certification requirements do not qualify for participation in the program.

¹ Please see <https://mtc.ca.gov/about-mtc/doing-business/small-business-enterprise-sbe> for specific SBE Program requirements.

**APPENDIX G-1,
SMALL BUSINESS ENTERPRISES (SBE) PROGRAM FORM**

All Proposers are required to complete and submit this form via a separate file.

PROCUREMENT TITLE	
PRIME PROPOSER FIRM NAME	

1	Is your firm requesting that the SBE Preference be applied to your Proposal? • <i>If the answer is “No,” skip the remaining questions and proceed to the Certification or</i> • <i>If the answer is “Yes,” complete the remainder of this form.</i>	Yes	_____	No	_____
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2	What percent of the Project will be performed by SBE firms?* <i>(select one)</i>				
	_____ Below 25%	_____ 25% to 40%	_____ More than 40%		
<i>*Complete the following page to detail the participation.</i>					

3	How will the SBE participation be completed?		
	_____ by the Prime Only	_____ by Sub(s) Only	_____ by a combination of the Prime and Sub(s)

CERTIFICATION:

I CERTIFY that the information on this form is true and correct to the best of my knowledge. If awarded the contract based on the SBE Preference, I agree to comply with all of the requirements included in the SBE Program.

SIGNATURE	
NAME (print)	
TITLE	
DATE	

This page only needs to be completed by firms claiming the SBE preference.
(Use Additional Sheets If Necessary)

ROLE (Prime or Sub)ole	FIRM NAME AND ADDRESS* (List all firms)	TYPE (E.g. SBE, DBE, DVBE, LBE, MBE, etc.) (leave blank if not an SBE)	CERTIFYING AGENCY NAME	CERTIFICATION ID NUMBER (please provide a copy of your certification)	WORK TO BE PERFORMED	DOLLAR VALUE OF WORK
SBE Participation						
Total Amount of SBE Participation						

Non-SBE Participation						
		n/a	n/a	n/a		
		n/a	n/a	n/a		
		n/a	n/a	n/a		
Total Amount of Non-SBE Participation						

Total Amount of Contract = (Total amount of SBE Participation + Total Amount of Non-SBE Participation)						
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PERCENTAGE OF WORK
TO BE COMPLETED BY
CERTIFIED SBE FIRMS

=

Total amount of SBE
participation

Total Amount of Contract

=

%