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ASSOCIATION
OF BAY AREA
GOVERNMENTS

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ABAG Housing Committee
Councilmember, City of East Palo Alto

Lisa Motoyama, Vice Chair,
ABAG Housing Committee
Councilmember, City of El Cerrito

September 30, 2026

REQUEST FOR QUALIFICATIONS (RFQ) for 2027 REGIONAL ENERGY NETWORK LEGAL AND REGULATORY SUPPORT SERVICES BENCH CYCLE 1

NOTICE IS HEREBY GIVEN that the Association of Bay Area Governments (ABAG) invites your firm to submit a Statement of Qualification (SOQ) for the above entitled project. Through this Request for Qualifications (RFQ), ABAG will select one or more qualified consultants ("Consultant Bench") with which ABAG may contract to provide services related to this project on an as-needed basis. Consultants may be contracted to perform Regulatory Policy, Compliance, Reporting, and Strategic Support services for the Bay Area Regional Energy Network (BayREN), Tri-County Regional Energy Network (3C-REN) and Inland Regional Energy Network (I-REN). Any contract may be jointly funded by 3C-REN and/or I-REN, and the majority of the filings will be on behalf of all three Regional Energy Networks (RENs). These Regulatory Support Services ensure compliance with California Public Utilities Commission (CPUC) reporting and other compliance activities relevant to the RENs related to climate and energy topics. This project has been divided into four service categories.

Consultants may apply to be approved for any one or more of the following service categories on the Bench:

Category 1 – Monitoring Regulatory Policy and Reporting
Category 2 – Drafting Legal/Regulatory Briefs
Category 3 – Legal/Regulatory Representation
Category 4 - Strategic Support and Recommendation

During the initial term of the Bench, under any of the following circumstances, ABAG may issue additional RFQs in cycles in order to select additional consultants to supplement the list of firms already on the Bench:

- When the volume of anticipated projects cannot be adequately handled by the firm(s) on the Bench;
- When there are fewer than three qualified consultants selected and in active standing on the Bench;
- When, in ABAG's judgment, the qualifications of those on the Bench do not meet the particularized need of an anticipated project.

Firms that qualify for placement on the Bench ("Prequalified Firms") as a result of this procurement will remain on the Bench and will not be required to resubmit a new SOQ in response to a later Cycle in order to maintain their placement on the Bench. If applicable, Consultants that desire to apply to a Service Category that is different than the one(s) for which the firm is already approved will be required to submit a new application for that Service Category during a later Cycle of this procurement.

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Consultants who are not selected for the Bench as a result of any RFQ cycle will not be prohibited from submitting a new SOQ in response to any subsequent RFQs issued. Please note that firms on any other ABAG Bench, including previous iterations of this Bench from a different Fiscal Year, will not be automatically approved for placement onto this Bench. All firms will be required to apply to this, or a later Cycle, in order to be considered for placement on this Bench.

The RFQ 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 RFQ. Responses should be submitted in accordance with the instructions set forth in the RFQ.

Interested firms must submit their SOQ by **4:00 p.m., on Thursday, November 12, 2026**, in accordance with the instructions contained in the instructions contained in the RFQ. Other key RFQ dates are listed in Section V, Consultant Selection Timetable of the RFQ.

Any contract entered into as a result of this RFQ 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-1, ABAG Standard Consultant Contract, and *Appendix E* of this RFQ shall apply to this procurement.

The Small Business Enterprise (SBE) Program described in Appendix G of this RFQ will be applied to projects resulting from the Bench.

Any questions concerning this RFQ should be directed to the point of contact listed below:

Point of Contact:
Noah Cohen, Contracts Specialist
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
E-mail: ncohen@bayareametro.gov
Phone (Main): (415) 778-5215

Thank you for your interest.

Sincerely,

Signed by:
Andrew B. Fremier
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, BayREN, 3C-REN and I-REN

The Association of Bay Area Governments (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 and hazardous waste mitigation, financial services and staff training to local counties, cities and towns. On May 30, 2017, ABAG and the Metropolitan Transportation Commission (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 existing governance structure of the two agencies will be considered at a future date after the staffing integration has been implemented and can be assessed.

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 Association of Bay Area Governments (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.

The Tri-County Regional Energy Network (3C-REN), led by the County of Ventura, is comprised of the Counties of Santa Barbara, Ventura and San Luis Obispo and also implements California utility ratepayer funded energy saving programs on a regional level. 3C-REN was approved as a Portfolio Administrator in D.18-05-041. Similar to BayREN, 3C-REN's current portfolio funding details approved activities through 2027 and in March 2026, 3C-REN also submitted to the CPUC, its 2028-2031 Portfolio Plan and 2028-2035 Business Plan (A.26-03-009) which will provide funding through 2031.

The Inland Regional Energy Network (I-REN) is a coalition of three Councils of Governments — the Western Riverside Council of Governments (WRCOG), the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) — collectively serving all jurisdictions within Riverside and San Bernardino Counties, collectively known as the Inland Empire. Initiated in 2019, I-REN was established to create locally administered, designed, and delivered energy efficiency (EE) programs for a region that encompasses approximately 11% of California's population, yet has historically faced challenges in receiving equitable opportunities to participate in energy efficiency and the advanced energy economy due to its geographic arrangement, dispersed

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population, and distance from the state's major metropolitan areas. In November 2021, the California Public Utilities Commission (CPUC) formally approved I-REN's Business Plan, authorizing I-REN as a Program Administrator (PA) and committing $65 million in ratepayer funding to support programs through 2027.

I-REN is a fully integrated, local government-led organization with equal participation and leadership by its three partner Councils of Government. Governance is provided by a seven-member Executive Committee comprised of elected leaders representing the 52 cities within the I-REN service territory, with WRCOG serving as the administrative lead, fiscal agent, and primary regulatory contact on behalf of I-REN.

B. Project Description

BayREN seeks qualified firm(s), that will support BayREN, 3C-REN and I-REN, to provide regulatory support and representation before the California Public Utilities Commission (CPUC), primarily in the Energy Efficiency, Building Decarbonization, and other related proceedings. The contract will be funded by all three RENs and the majority of the filings will be on behalf of all three RENs. The support includes following relevant proceedings, submitting comments, providing assistance with the preparation of new applications, preparing witness testimony, providing recommendations for participation in new proceedings of relevance, and providing assistance with strategy and stakeholder engagement. This list is not exhaustive. Proposers are encouraged to review the most recent rulings and party comments in the CPUC Rulemaking R.25-04-010.

Through this RFQ, BayREN may select separate firms to perform each service categories, one firm to perform all four categories, or any combination thereof.

Category 1 – Monitoring Regulatory Policy and Reporting

A. Monitor CPUC proceedings related to Energy Efficiency, Decarbonization, and others relevant to Regional Energy Networks (RENs) and provide policy updates, strategic guidance, and recommendations regarding level of participation in a proceeding.
B. Monitor California Energy Commission, California Air Resources Board, and other state agencies relevant to RENs and provide policy updates, strategic guidance, and recommendations regarding level of participation in proceedings.
C. Attend CPUC and other relevant stakeholder meetings and workshops, staying abreast of regulatory reporting requirements and conveying/advocating solutions that serve the best interests of the joint RENs.
D. Ad hoc regulatory services that arise due to changes in relevant legislation and/or CPUC guidance.

Category 2 – Drafting Legal/Regulatory Briefs

A. Coordinate and lead the development of drafting regulatory briefs (i.e. Opening and Reply Comments, Applications, Preparing witness testimony, etc.) for relevant filings with the CPUC. This task may also include submitting comment letters to the California Energy Commission (CEC) proceedings that focus on energy efficiency and building decarbonization.

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B. File and notify appropriate service lists of Advice Letters, Comments, Portfolio Applications, etc.
C. Discuss approach/strategy on behalf of BayREN, 3C-REN and I-REN with other Portfolio Administrators to determine opportunities for alignment

Category 3 – Legal/Regulatory Representation

A. Represent the three RENs jointly or individually before the CPUC, CEC other state agencies including for workshops, hearings and ex parte meetings.

Category 4 – Strategic Support and Recommendation

A. Stay apprised with BayREN, 3C-REN and I-REN's current and proposed program portfolios
B. Provide strategic programmatic and portfolio recommendations based on state policy changes and/or priorities.
C. Provide support services for engagement with applicable stakeholders, as it relates to strategic and regulatory priorities of the RENs.

Respondents may submit a proposal for an individual category or for multiple categories described above. To be eligible for evaluation, the respondent team must meet the Minimum Qualifications (MQs) described in Section II of this RFQ.

In response to later procurements and projects, Consultants may add additional specialty subconsultant(s) as needed later for specific project assignments.

II. MINIMUM AND DESIRED QUALIFICATIONS

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. Firms that do not meet Minimum Qualifications will not be evaluated.

For Categories 1, 2 and 3:

1) At least five (5) years of experience with regulatory policy, reporting, and other compliance matters on behalf of portfolio administrator(s) of energy efficiency funds, including interacting with the CPUC and other state agencies. Preparation of all forms of written comments, testimony and opinion letters, as well as advocacy at hearings and workshops.

For Category 4:

1) Demonstrate experience in strategic positioning, as demonstrated through prior engagements where firm or team provided strategic advice or direction.

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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.

For all Categories:

1. Knowledge of the California Energy Efficiency (particularly in the Bay Area, Central Coast and Inland Empire) landscape, including the different market actors, and different methods of program evaluation.
2. Understanding of state climate related goals, the responsibilities of the different state agencies for meeting these goals, and experience before the relevant state entities including the California Energy Commission, California Air Resources Board, and California Independent System Operator.
3. Ability to tap into a stakeholder network for coalition and relationship building.

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

A. Scope of Work

The general description of the types of work that may be procured from the Bench is provided in *Appendix A,* Preliminary Scope of Work. Specific projects solicited to the Bench may include additional scope and requirements. The Proposer selected to enter into a contract ("Consultant") will be expected to perform all work necessary to complete the scope of work.

Selection to be on the Consultant Bench does not guarantee that a firm will be awarded any projects.

B. Period of the Bench

ABAG expects the resultant Bench from this procurement will be open from the date it is approved through December 31, 2029. In ABAG's sole option, the Bench performance period may be extended for up to two (2) additional years. The period of performance on any contract awarded from the Bench will be determined at the time of contract award per Subarticle F, Section VIII, SOQ Selection, Article F, Assigning Work.

C. Budget

The budget for projects will be determined on a per-project basis. BayREN is currently aware of at least two ongoing Projects as a result from this Bench. These Projects have budgeted approximately two hundred thousand dollars ($200,000) through CY 2027 for these efforts, with additional anticipated budget from 3C-REN for two hundred thousand dollars ($200,000), and I-REN anticipates contributing a budget up to one hundred thousand dollars ($100,000) for a total annual budget of five hundred thousand dollars ($500,000). Additional funding may be available in future Calendar Years (CYs) subject to approval of future REN budgets.

IV. PRE-SUBMITTAL CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

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A non-mandatory Proposers' Conference will be held at the date and time indicated in Section V. Consultant Selection Timetable. Attendees will be required to pre-register for the conference to provide the following information:

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

To register, use the following hyperlink and answer the registration questions:

https://bayareametro.zoom.us/j/87901482894?pwd=42H9cxgPb47NrSGULZgqYE81zrH3YN.1

After registering, registrants will receive a confirmation email containing information about how to join the meeting and the hyperlink to access the meeting. Proposers joining after the meeting has started will be prompted to provide the registration information before they will be admitted to the meeting.

The conference will not be recorded.

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 RFQ 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 SOQ that contains unauthorized conditions or exceptions.

V. CONSULTANT SELECTION TIMETABLE

2:00 p.m., on Thursday, October 8, 2026	Non-Mandatory Pre-Submittal Conference. Please See Section IV. for details on how to Attend.
4:00 p.m., on Wednesday, October 14, 2026	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) business days prior to the date SOQs are due.	Deadline for protesting RFQ provisions
4:00 p.m., on Thursday, November 12, 2026	**Closing date/time for receipt of SOQs**
Week of November 30, 2026*	Interviews/ (if held)

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Friday, January 8, 2027*	ABAG Administrative Committee Approval

**Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFQ.*

VI. SUBMITTAL OF SOQ

1. Interested firms must submit one electronic response, uploaded to https://mtc.bonfirehub.com by the closing date and time for receipt of SOQs**. Hard copy proposals, proposals submitted solely by email and faxed proposals will not be considered.**

2. The Transmittal Letter of the Proposal is to be addressed as follows:

   2026 BayREN Legal and Regulatory Support Services Bench
   Attention: Noah Cohen
   375 Beale Street, Suite 800
   San Francisco, CA 94105

3. The Title Page of the SOQ must include the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email and date, and (if applicable) the Service Categories to which the firm is applying.

4. SOQs 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.

5. Proposer agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of a SOQ.

6. If selected, a signed SOQ submitted to ABAG in response to this RFQ shall constitute a binding offer from Proposer to contract with ABAG according to the terms of the SOQ for the duration of the performance period.

7. An SOQ may be withdrawn at any time before the date and time when SOQs are due by following the instructions contained within the online proposal submission system.

8. This RFQ does not commit ABAG to award a contract or to pay any costs incurred by any Proposer in the preparation of a SOQ in response to this RFQ.

9. Only one SOQ will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

10. ABAG reserves the right to accept or reject all SOQs submitted, waive minor irregularities, request additional information, 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 RFQ.

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12. If the selected Proposer for a particular task or aspect of the Project fails to enter into a contract, contract amendment, or task order with ABAG in a timely manner as determined by ABAG, in accordance with the terms and conditions of this RFQ, ABAG reserves the right to enter into a contract, contract amendment, or task order 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 SOQ

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

Page sizes are measured in single-sided pages on 8.5x11 inch paper, though Proposers may use different page sizes if desired. Pages may be submitted in landscape format where appropriate. Page limits are not strict limitations and are recommendations only unless otherwise specified. It is within Proposer's discretion as to how many pages to include in their submission unless otherwise specified. Only the items specified will count towards the page limits, if any. Clarity is essential and will be considered in assessing the Proposer's capabilities. Scans of signatures, or electronic signatures may be submitted wherever a signature is required.

If applicable, for SOQs in which the firm is applying to multiple Service Categories, Proposers are recommended to create a uniform set of response materials that comprehensively includes detail for each Service Category to which the firm is applying. Proposers must clearly explain throughout their materials, what information is being provided for consideration for which Service Category. For example, in the Technical Proposal, when discussing proposed staff, Proposer may state, "For Service Category X, Firm proposes the following staff…For Service Category Y, Firm proposes the following staff." Additional requirements may apply for specific certain Service Categories.

The SOQ must include the following:

1. Technical Proposal

Shall consist of:

A. Title or Cover Page - Include a title or cover page that includes the RFQ subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's title and email address, and the date. If this RFQ includes Service Categories, the Title Page should also identify which Service Category or Categories to which the firm is applying.

B. Table of Contents - Include a table of contents that includes a clear identification of the material by section and page number.

C. Transmittal Letter - 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. If applicable, firms must indicate the Service Categories to which it is applying. Firms must affirmatively state that they meet the qualifications described in

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Section II. Minimum and 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 RFQ and any Addendum to the RFQ. Indicate that the SOQ is a firm offer to enter into a contract to perform work related to this RFQ for during the period of the Bench.

D. Proposed Work Plan or Approach - Include a description of the firm's proposed work plan or approach to providing the services described in *Appendix A*, Preliminary Scope of Work.

E. Firm's Description and Qualifications - Include a detailed statement describing the firm, and the firm's qualifications and experiences relevant to this on-call bench and pertinent to *Appendix A*, Preliminary Scope of Work. Similar or related project experience should either be currently underway or completed within the past ten (10) years. Describe proposed team's qualifications specific to the requirements set forth in Section II. Minimum and Desired Qualifications. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs.

F. Staff Qualifications and Experience - Provide a brief summary of proposed project manager, principal-in-charge (if applicable), and key staff that highlight relevant experiences applicable for this on-call services. Detailed resumes can be included as an Appendix. Each resume should not exceed two pages.

G. Previous Projects - Provide a succinct description (one page maximum per project) of any previous projects similar to the Preliminary Scope of Work attached as *Appendix A*. Indicate the project title, year(s) and duration of engagement, budget, sponsoring agency and sponsoring project manager, roles played by individuals proposed for this project, and name and telephone number of the contact person. Referenced projects may include projects completed by key personnel prior to joining proposer's firm, or work completed for ABAG. Unless otherwise specified, there is no time limit or restriction as to how recent the referenced project must be.

H. References - Provide at least three references including their name, phone number, and email address. References may be the same references as those identified for Previous Projects or include different references that may provide information in any other capacity, such as to discuss other projects, key staff, or firm qualifications generally. Letters of reference or testimonials may also be attached as an Appendix.

I. Summary of Contracts - Provide a summary of all contracts your firm (including subcontractors) has held with ABAG, MTC Service Authority for Freeways and Expressways (MTC SAFE), Bay Area Toll Authority (BATA), Bay Area Infrastructure Financing Authority (BAIFA), Bay Area Headquarters Authority (BAHA); Bay Area Housing and Finance Authority (BAHFA), or ABAG 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, BAHA or ABAG 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, SOQ Evaluation.

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2. Work Samples (minimum 3):

Provide at least the minimum number of required work samples identified that represent the proposer's ability to perform the services described in Appendix A, Preliminary Scope of Work. Hyperlinks or instructions on how to access the work samples may be provided if appropriate. The samples must have been prepared by key members of the Proposer's team and should identify the authors, either in the sample itself, or in the description of the sample. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.

3. Resource Rate Schedule:

In a separate document, and using the form provided in Appendix B, Resource Rate Schedule, proposers must provide a schedule of the Proposer's and subconsultant(s) fully-loaded hourly rates. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the periods specified and any annual rate escalation shall not exceed 3%. Please see Appendix B, Resource Rate Schedule for detailed instructions. Detailed cost proposals including details on actual hourly rates, indirect costs, and fee and profit may be required later on when applying to specific projects.

4. Required Forms:

A. Appendix C, ABAG California Levine Act Statement – The prime proposer only must submit a signed Appendix C, ABAG Levine Act Statement.

B. Appendix D-2 - Insurance Provisions – The prime proposer only must submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-2,* Insurance Requirements, within ten (10) days of ABAG's notice to firm that it wishes to contract with the firm. (See Section IX.B of the RFQ for how to request exceptions to the minimum insurance requirements.)

F. IRS Form W9 - Taxpayer Identification Number and Certification – The prime proposer only must submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

5. Financial Responsibility – Not Used

6. Audit Review – Not Used

6. 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 https://mtc.ca.gov/jobs-contracts/contract-vendor-opportunities/small-business-enterprise-sbe-program for specific SBE Program requirements and Appendix F, Small Business Enterprise Program for further details. The SBE Program may be applied at a later time to non-federally funded and non-architectural and engineering project solicitations, at which point all Proposers will be required to submit via a separate file a completed Appendix F-1, Small Business Enterprise (SBE) Program Form to detail

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participation in the SBE Program. Proposers are not required to complete Appendix F-1, Small Business Enterprise (SBE) Program Form at this time. **This is provided for informational purposes only**.

VIII. SOQ EVALUATION

A. Verification of Minimum Qualifications

If applicable, the ABAG Contracts Specialist, in collaboration with the ABAG Project Manager, will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out in Section II, Minimum Qualifications of this RFQ. 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 SOQs for general responsiveness and inclusion of the items requested in Section VII, Form of SOQ. Proposers failing to meet the Minimum Qualifications listed in this RFQ, if any, will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A SOQ that fails to include one or more items requested in Section VII, Form of SOQ 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 SOQs will then be evaluated by an evaluation panel of ABAG and partner agency staff, including a representative from 3C-REN and/or I-REN. If the RFQ provides for separate Service Categories, each proposer's application for approval for a certain Service Category will be evaluated separately from the other Service Categories. For example, if a proposer applies for both Service Category 1 and Service Category 2, the firm will be evaluated twice – once for admission into Service Category 1, and separately again for admittance into Service Category 2. The evaluation of the SOQs 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 SOQs shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Experience before the CPUC (30%)

2. Regulatory experience with Energy Efficiency (25%)

3. Experience before state agencies on climate related matters (15%)

4. Stakeholder network (10%)

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5. Cost Effectiveness as it relates to hourly rates (20%)

There is no evaluation preference for Small Business Enterprise (SBE), or other similar certification programs at this Bench procurement phase.

D. Proposer Interviews

Following the initial evaluation of SOQs, the evaluation panel may elect to recommend a list of qualified firms for inclusion on the Consultant Bench with or without interviews. The evaluation panel or may also develop a short list of firms to be considered for selection. Interviews will be held with short-listed firms. If a short list is developed, firms that were not selected for the recommendation for approval to the bench, or for the short list will be notified; however, the evaluation record shall remain confidential until the ABAG Administrative Committee authorizes award.

E. Recommendation for Award to the Bench

The panel will recommend the selected Consultants to the bench 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 or forward the recommendation to 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 (insert Committee name) memo authorizing award on the ABAG website at https://mtc.bonfirehub.com.

F. Assigning Work

Contracts awarded by ABAG may include a specific scope of work based on the areas identified in *Appendix A*, Preliminary Scope of Work or be Task Order based. ABAG reserves the right in its sole discretion to determine which panel consultant's qualifications, experience, available resources, ability to perform according to the required schedule, and hourly rates best suit each project. ABAG reserves the right to issue a mini-Request for Qualifications or mini-Request for Proposal (mini-RFQ or mini-RFP), or directly select a firm from the Bench to perform the project, prior to contract or task order award. The mini-RFQ or mini-RFP award will be made based on the evaluation factors listed in the mini-RFQ or mini-RFP. Selection to be on the Consultant Bench will not necessarily result in award of any contract or task order work.

If a firm selected for the Consultant Bench or a project fails to enter into a contract, contract amendment, or task order with ABAG in a timely manner as determined by ABAG, in accordance with the terms and conditions of this RFQ, ABAG reserves the right to reject the SOQ or proposal of the firm and enter into a contract with another firm on the Consultant Bench.

IX. GENERAL CONDITIONS

A. Award

Selection to the Consultant Bench, in Service Category (if applicable), will be made to the Proposers whose SOQs are most advantageous to ABAG based on the evaluation criteria defined in Section VIII.

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Upon notification of selection to the Consultant Bench, the Consultant's SOQ offer will be held firm for the period of the bench listed in Subarticle B, Section III, Scope of Work, Period of the bench, and Budget. Selection to be on the Consultant Bench does not guarantee that a contract will be awarded.

If a firm selected for the Consultant Bench fails to enter into a contract, contract amendment, or task order with ABAG in a timely manner as determined by ABAG, in accordance with the terms and conditions of this RFQ, ABAG reserves the right to reject the SOQ of the firm and enter into a contract with another firm on the Consultant Bench.

B. Contract Arrangements

ABAG's Standard Consultant Contract is attached as *Appendix D-1.* If a Proposer wishes to propose a change to any standard ABAG contract or purchase order 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 and purchase order provisions, unless such language is protested in accordance with Section C below.

The selected Consultants will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-2,* Insurance Requirements. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-2*, within ten (10) days of ABAG's notice to firm that it wishes to contract with the firm. 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 RFQ, must be brought to ABAG's attention no later than the deadline for protesting RFQ provisions or compliance with all material insurance requirements will be assumed.

The contracts resulting from this RFQ will be based upon the specific project requested, and will be firm fixed price with payment based on ABAG's receiving of satisfactory deliverables, time and materials-based, cost reimbursement with ceiling, task order-based, or any combination thereof. Alternative payment options may be available depending on the project solicited and proposals received.

Consultant's performance under any contract issued resultant of this RFQ 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 RFQ 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 RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Contract Specialist a written explanation of the basis for the protest:

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1. No later than 4:00 p.m. on the third business day prior to the date SOQs are due, for objections to RFQ 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 MTC 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. The ABAG Administrative Committee's 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

It is not expected that any information provided in response to this procurement will be classified or proprietary information. ABAG is required to comply with the California Public Records Act (Government Code §7920.000, *et seq*., formerly Government Code § 6250, *et seq*.). In the event that ABAG receives a request under the California Public Records Act, ABAG shall make a reasonable effort to notify the Proposer promptly of such request prior to release of information so as to enable the Proposer to seek a court order protecting provided 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 SOQ without written consent of the ABAG Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a SOQ, the Proposer represents and warrants that no commissioner, officer or employee of ABAG is in any manner interested directly or indirectly in the SOQ or in the contract that may be

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

G. Personally Identifiable Information – Not Used

H. Audit and Review Requirements – 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 the ABAG Project Manager's 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, other Regional Energy Networks (RENs), and other public entities may utilize this procurement to

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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

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APPENDIX A
PRELIMINARY SCOPE OF WORK

Through this RFQ, ABAG shall create a pre-qualified bench of consultants ("Bench") from which ABAG may contract on a per-project/task basis to provide Regulatory Policy, Compliance, Reporting, and Strategic Support services for the Bay Area Regional Energy Network (BayREN), Tri-County Regional Energy Network (3C-REN) and Inland Regional Energy Network (I-REN).

The successful Proposer's preliminary scope of work is listed below. A contract will be executed with consultants when that firm is awarded a project. The payment form for the contract will depend on the project, and may be any combination of firm-fixed price, time and materials, cost plus fixed fee, or task-order based. Please see Appendix D, MTC Standard Contract, for further details..

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:

CATEGORY 1 – MONITORING REGULATORY POLICY AND REPORTING: Monitoring Energy Efficiency, Decarbonization, and other proceedings of relevance to Regional Energy Networks and provide recommendations regarding level of participation in a proceeding.

- Task 1.1: Monitor CPUC proceedings related to Energy Efficiency, Decarbonization, and others relevant to Regional Energy Networks (RENs) and provide policy updates, strategic guidance, and recommendations regarding level of participation in a proceeding.
- Task 1.2: Monitor California Energy Commission, California Air Resources Board, and other state agencies relevant to RENs and provide policy updates, strategic guidance, and recommendations regarding level of participation in proceedings.
- Task 1.3: Attend CPUC and other relevant stakeholder meetings and workshops, staying abreast of regulatory reporting requirements and conveying/advocating solutions that serve the best interests of the joint RENs.
- Task 1.4: Ad hoc regulatory services that arise due to changes in relevant legislation and/or CPUC guidance.

CATEGORY 2 – DRAFT LEGAL/REGULATORY BRIEFS

- Task 2.1: Coordinate and lead the development of drafting regulatory briefs (i.e. Opening and Reply Comments, Applications, Preparing witness testimony, etc.) for relevant filings with the CPUC. This task may also include submitting comment letters to the California Energy Commission (CEC) proceedings that focus on energy efficiency and building decarbonization.
- Task 2.2: File and notify appropriate service lists of Advice Letters, Comments, Portfolio Applications, etc.
- Task 2.3: Discuss approach/strategy on behalf of BayREN, 3C-REN and I-REN with other Portfolio Administrators to determine opportunities for alignment

CATEGORY 3 – LEGAL/REGULATORY POLICY REPRESENTATION

- Task 3.1: Represent the three RENs jointly or individually before the CPUC, CEC other state agencies including for workshops, hearings and ex parte meetings.

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CATEGORY 4 – STRATEGIC SUPPORT AND RECOMMENDATION

- Task 4.1: Staying apprised of BayREN, 3C-REN and I-REN's current and proposed program portfolios.
- Task 4.2: Provide strategic programmatic and portfolio recommendations based on state policy changes and/or priorities.
- Task 4.3: Provide support services for engagement with applicable stakeholders, as it relates to strategic and regulatory priorities of the RENs.

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APPENDIX B
RESOURCE RATE SCHEDULE

[This file is uploaded separately on Bonfire]

Using the forms provided in Appendix B, Resource Rate Schedule, Proposers must provide a detailed schedule of the Proposer's and subconsultant(s) fully-loaded hourly rates. In Appendix B, Resource Rate Schedule, separate forms are provided in separate tabs in the MS Excel File for each service category to which the Proposer is applying. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the periods specified and any annual rate escalation shall not exceed 3%. Detailed breakdowns of the fully-loaded hourly rates may be required at a later time in response to projects issued to the Bench.

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. The rates shall remain firm for the time periods indicated.

The contracts resulting from this RFQ will be based upon the specific project requested, and will be either firm fixed price, with payment based on ABAG's receiving of satisfactory deliverables or cost reimbursement with ceiling, task order-based, or a combination thereof. Alternative payment options may be available depending on the project solicited and proposals received.

FORM INSTRUCTIONS

Complete Appendix B, Resource Rate Schedule to provide a summary of the hourly rates for all proposed labor classifications and key personnel. 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.

Reference	Instructions
[1]	Identify and list all Classifications for the project in the gray rows. Identify and list all Key Personnel under the appropriate Classification in the white rows.
[2]	State the fully burdened billing rate for each Classification and Key Personnel. For Classifications, indicate the maximum rate that would be applied for that Classification. For Key Personnel, indicate the actual hourly rate for that Key Personnel. Hourly rates for Key Personnel must not exceed the applicable Maximum Hourly Rate for that Classification.
[3]	State the Effective Date ranges for the hourly rates.
[4]	State an escalation rate that will be applied at the end of the Effective Date period. The escalation rate is limited to 3%.
[5]	Calculate the Fully Burdened Billing Rate for subsequent periods multiplying the Fully Burdened Billing rate for the previous period by the Escalation Rate. E.g. [2] x (1+[4]) = [5]
[6]	State the Effective Date ranges for the hourly rates in subsequent periods. Rates must be provided for the full duration of the expected Contract term.
[7]	Repeat the steps above for each subconsultant firm.

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[8]	State any mark-up rate that would be applied towards utilization of any subconsultants, if any.
[9]	Identify and describe any and all Additional Fees which may apply, if any.

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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's commissioners 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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any ABAG 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 $500 to any ABAG 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 ABAG 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)

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APPENDIX D-1
ABAG STANDARD CONSULTANT CONTRACT

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APPENDIX D-2
INSURANCE REQUIREMENTS

Minimum Insurance Coverages. The following insurance requirements represent the typical minimum insurance requirements that will be required for any project issued to the Bench. Requirements may be waived or modified depending on the specific project solicited. Proposers are not required to maintain the insurance listed below at the time of Bench proposal, but are required to complete the acknowledgement below that it will provide the required certificate of insurance for the project, generally as described below, within ten (10) business days of ABAG's notice to firm that it wishes to contract with the firm. Consultant shall, at its own expense, obtain and maintain in effect at all times during the project 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.**
___	Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such Workers Compensation & Employer's Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
___	Commercial General Liability Insurance 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. 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.
___	Business Automobile Insurance 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.

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___	Umbrella Insurance 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.
___	Errors and Omissions Professional Liability Insurance 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.
___	Property Insurance. 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

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"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 RFQ, compliance with the insurance requirements will be assumed.

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APPENDIX E
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

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APPENDIX F
SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

Information about the SBE Program has been provided for informational and reference purposes only. The SBE Program may be applied to later solicitations to the Bench. At this time, Proposers are not required to complete the Appendix F-1, SBE Program Form in response to the Request for Qualifications.

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 up to less than (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 forty percent or more (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/jobs-contracts/contract-vendor-opportunities/small-business-enterprise-sbe-program for specific SBE Program requirements.

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APPENDIX F-1
SMALL BUSINESS ENTERPRISES (SBE) PROGRAM FORM

[This form is not completed at the time of RFQ proposal, but will be completed at mini-procurement, Contract or Task Order execution]

PROCUREMENT TITLE	
PRIME PROPOSER FIRM NAME	

1	Is your firm requesting that the SBE Preference be applied to your Proposal? • *If the answer is "No," skip the remaining questions and proceed to the Certification.* • *If the answer is "Yes," complete the remainder of this form.*	Yes	___	No	___

2	What percent of the Project will be performed by SBE firms?* *(select one)*		
	____ Below 25%	____ 25% to less than 40%	_____ 40% or more
	***Complete the following page to detail the participation.**		

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	

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

ROLE *(Prime or Sub)*	**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)	

PERCENTAGE OF WORK TO BE COMPLETED BY CERTIFIED SBE FIRMS = $\frac{\text{Total amount of SBE participation}}{\text{Total Amount of Contract}}$ = ____%