

METROPOLITAN AREA PLANNING COUNCIL



**A SKETCH TRANSPORTATION ACCESSIBILITY MODELING TOOL FOR TRANSIT
PLANNING IN METRO BOSTON**

REQUEST FOR PROPOSALS (REVISED)

COMMBUYS #: BD-19-1217-MAP03-MAP03-35509

RELEASE DATE: MONDAY, FEBRUARY 11, 2019

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Section 1. Legal Notice for Invitation for Bids

The Metropolitan Area Planning Council (“MAPC”), pursuant to M.G.L. c. 7 § 22B and M.G.L. 30B, is seeking proposals from qualified Proposers to provide a sketch transportation accessibility modeling tool. MAPC will be the awarding authority. Proposals will be evaluated against quality requirements and evaluation criteria set out in the RFP, and by considering the prices offered. Those Proposers identified as being responsible and responsive and offering the most advantageous proposals against these factors will be awarded contracts.

The Request for Proposals (“RFP”) may be obtained from MAPC, by contacting Steve Gehrke, by email at: sgehrke@mapc.org. Proposals are due by 5:00 p.m. ET on March 15, 2019, at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111 (6th Floor Reception Desk). Price proposals and technical proposals must be submitted separately, sealed, and clearly marked. Late proposals will not be accepted.

The term of any contract resulting from this RFP will be one year from the date of execution, with the possibility of one six-month extension. MAPC reserves the right to cancel all or part of this solicitation and to reject in whole or part any and all proposals. No bid bond is required.

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MAPC Posted:	Monday, February 11, 2019

Section 2. General Information and Submission Requirements

1. General Information

This is a Request for Proposals (“RFP”) for a consultant to provide a sketch transportation accessibility modeling tool to the Metropolitan Area Planning Council (“MAPC”).

Proposal Due Date: Friday, March 15, 2019 at 5:00 p.m. ET

Proposal Subject: Sketch Transportation Accessibility Modeling Tool

RFP Number: MAPC 2019 Transportation Accessibility Modeling

RFP Availability: The RFP may be obtained by contacting Steve Gehrke, by email at sgehrke@mapc.org on or after Monday, February 11, 2019 after 10:00 a.m. ET.

Proposers Conference: A Proposers Conference will be held on Wednesday, February 27, 2019 at 1:00 p.m. ET MAPC offices in Boston, MA. The conference may be conducted remotely.

Recipient of RFPs: Steve Gehrke
Metropolitan Area Planning Council
60 Temple Place, 6th Floor Reception
Boston, MA 02111

Please read this entire document before responding or submitting questions.

2. General Submission Requirements

Competitive sealed proposals for the goods and services specified will be received by MAPC, at the above specified location, until the time and date cited. Faxed or emailed submissions will not be accepted. Proposals must be in the actual possession of MAPC on or prior to the exact time and date indicated above according to MAPC’s 6th floor reception area clock. Late proposals will not be considered.

Vendors must submit all materials requested in accordance with the requirements of this RFP and in the order and format requested in order to be considered complete and responsive. Vendors whose proposals are complete and meet Minimum Quality Requirements will have their proposals reviewed. Meeting Minimum Quality Requirements does not mean that a vendor will be selected for the project¹.

¹ But for the legally required documents (the Certificate of Tax Compliance and the Non- Collusion Form) MAPC reserves the right to waive or allow for late submission of any other document it identifies herein. Failure to include either legally required form shall result in immediate bid disqualification.

M.G.L. c. 30B §6(b)(3) requires the separate submission of price. Do not make reference to price in the Technical Proposal. Failure to adhere to this requirement will result in disqualification.

Responses must include the following:

- One original price proposal in a sealed envelope clearly marked with the words: “MAPC 2019 Transportation Accessibility Modeling: Price Proposal” as well as the vendor’s name. Please use the Price Proposal page as provided in this RFP.
- Vendors are requested to submit one electronic copy of the price proposal on a CD/DVD or USB memory stick using a widely accessible software format.
- One original and three copies of the non-price proposal in a sealed envelope or box clearly marked with the words: “MAPC 2019 Transportation Accessibility Modeling: Non-Price Proposal” as well as the vendor’s name.
- Non-price proposals must also include the signed Proposal Signature page, Certification page, and Additional Certification page as provided in this RFP.
- Vendors are requested to submit one electronic copy of the non-price proposal on a CD/DVD or USB memory stick using a widely accessible software format.

See **Section 10** for a complete checklist of materials required for proposal submission. Responses must include the unaltered signed forms provided in this RFP.

Section 3. Introduction

1. Client Information

The Metropolitan Area Planning Council (MAPC) is the regional planning agency serving the people who live and work in the 101 cities and towns of Metropolitan Boston. Our mission is to promote smart growth and regional collaboration. Our work is guided by our regional plan, *MetroFuture*, which engages the public in responsible stewardship of our region. One of our responsibilities is to provide future year population and land use projections for the cities and towns in the region. We coordinate with the staff of the Boston Region Metropolitan Planning Organization, Central Transportation Planning Staff (CTPS), to provide projections of population, households, and employment for the region's Long Range Transportation Plan, and use these data to provide technical assistance to our cities and towns. MAPC also provides technical assistance to municipalities, conducts planning activities that span multiple cities and towns, and reviews environmental permit filings for projects of regional significance, paying special attention in all of these activities to the interplay between land use and transportation.

The introduced sketch planning model or tool is anticipated to complement, not substitute, the Boston Region's travel demand model operated by CTPS. The sketch transportation accessibility modeling tool will enable MAPC to conduct preliminary analysis and scenario testing for major land development projects and transport investments at a stage in those projects where full-fledged transportation modeling is not suitable or feasible. The tool may inform the development or implementation of *MetroCommon X 2050*, MAPC's new regional plan now in development.

For further information about MAPC, *MetroFuture*, and *MetroCommon*, please see www.mapc.org, www.mapc.org/metrofuture, and <https://metrocommon.mapc.org>.

2. Project Background

Allston I-90 Interchange Project

The Massachusetts Department of Transportation (MassDOT) is planning to replace the structurally deficient, functionally obsolete, elevated I-90 viaduct in the City of Boston's Allston neighborhood. MassDOT's [Allston I-90 Intermodal Interchange Improvement Project](#) will replace existing highway ramps with an urban interchange and new street system intended to facilitate the redevelopment of the former CSX Beacon Park Rail Yard into a future mixed-use development. The addition of a multimodal and commuter rail station ("West Station") is also included in this interchange project.

Harvard University owns (or will soon own) the majority of developable land in the project study area and is preparing plans for "Allston Landing South," an extension of the Enterprise Research Campus (ERC) currently under development. While the specific mix of land uses for this area is still to be determined, it is clear that Harvard sees the ERC and Allston Landing South expansion as an opportunity for a non-academic, revenue-generating mixed-use development.

The final buildout of the area is expected to be of significant size and scope (the Draft Environmental Impact Report [DEIR] assumed seven million square feet of new development). MassDOT, the Cities of Boston and Cambridge, and the Town of Brookline would like to maximize the future use of non-auto forms of transportation for trips that start or end in the future West Station area as well as those regional trips traveling through the Allston neighborhood to access nearby major employment centers in Harvard Square, Kendall Square, Longwood Medical Area, and Downtown Boston. Further, MassDOT and the Massachusetts Bay Transportation Authority (MBTA) are committed to the design and building of West Station, with financial support from area property owners, once development of a sufficient amount to warrant its utility exists in Beacon Park Yards and nearby population and employment centers.

As part of the Massachusetts Environmental Policy Act (MEPA) review of the MassDOT DEIR for the I-90 Allston Interchange Project, on February 16, 2018, Massachusetts Executive Office of Energy and Environmental Affairs (EEA) issued a DEIR [certificate](#). In the DEIR certificate, EEA Secretary Matthew Beaton noted the need for short- and long-term transit planning within the project area, particularly given that the major land owners have not adopted or proposed clearly defined land use plans for the future West Station area, and that timing for the development of a new West Station and complementary transit services remain uncertain. Subsequently, MAPC has taken the lead in developing a West Station Area Transit Study that will help inform and support MassDOT's planning and design of West Station.

West Station Area Transit Study

In 2018, MAPC applied for, and was awarded, funding from the Barr Foundation to conduct the West Station Area Transit Study. MAPC is the lead agency, and will collaborate with MassDOT, CTPS, MBTA, the Cities of Boston and Cambridge, and the Town of Brookline on the West Station Area Transit Study, which is anticipated to be completed by early 2020.

The goal of the West Station Area Transit Study is to provide municipal and state governments, as well as the development community, an objective evaluation of the land development and transit strategies that could best improve non-auto accessibility to jobs, labor, housing, healthcare, and other major destinations under different transportation and development scenarios. Study results will help municipal and state governments to proactively plan for and implement regional mobility improvements as West Station and surrounding areas are developed, and to shape development in a way that maximizes use of transit, walking, and cycling. A direct outcome of this study will be transit service concepts that will help inform MassDOT transit services planning and provide guidance in the design of the new West Station so it supports those transit services.

As noted, an objective evaluation of the transportation-land use strategies that will meet the accessibility and non-auto mode share goals of the municipal and state governments is of particular interest in order to proactively plan for and implement regional mobility improvements as West Station and the surrounding areas are developed. Through this RFP, MAPC seeks to find a Consultant to provide a sketch transportation accessibility analysis modeling tool for the West Station Area Transit Study—described in specific in **Section 4**—that can be used to address the following set of questions:

1. Which new or improved transit connections are likely to attract the most riders?
2. How much walking and cycling access is provided under different land use and active transportation network scenarios?
3. What transportation demand management (TDM) and parking policies are likely to have the largest impact on mode share in the area?
4. Given the uncertainty about future development in the area, which services, infrastructure, or policies are most 'robust', showing substantial benefit across all development scenarios?

Given the complexity of the task and the fact that there is no existing tool that meets all the needs of MAPC, we strongly encourage interested parties to form teams of consultants that collectively contain the requisite expertise and experience necessary to producing the desired product.

3. Glossary of Terms

The following terms and definitions are used in the context of this RFP.

Term	Definition
Accessibility	Ease and speed in which residents, employees, and visitors can reach jobs, activities, services, and goods, by a variety of travel modes.
Mobility	Movement of people or goods, which is recognized for all modes but assumes any increase in travel distance or speed benefits society.
Sketch Planning	Transportation-land use planning methodologies and tools that allow for a rapid and iterative evaluation of specific projects without having to conduct an in-depth traffic engineering analysis or comprehensive travel demand modeling.
Transportation Demand Management	Application of strategies and policies that result in more efficient use and distribution of transportation resources.

Section 4. Proposal

1. Sketch Transportation Accessibility Analysis Modeling Tool

MAPC seeks to acquire a sketch modeling tool that enables our agency to objectively evaluate the changes in local and regional accessibility that may result from a set of specified transportation and land use scenarios in the West Station Area, and produce first-order estimates of travel demand and mode choice that may come about in those scenarios. The first application will be for the West Station Area Transit Study; however, we seek a tool that can be transferred to other study areas in the region as the need arises. The provided tool should be able to quickly produce modeling results based on changing assumptions about the scale, location, mix, and form of new development as well as the routes, speed, and frequency of future transit services. Application of this sketch modeling tool will ultimately inform the planning of new transportation investments and land use policies, by prioritizing options that should be subject to more detailed analysis and assessment.

MAPC desires a robust modeling tool capable of assessing the relative effectiveness of different conceptualizations of transportation infrastructure and services under a set of predefined land use scenarios by adopting an accessibility-oriented framework. It is important that this developed accessibility-oriented tool is both transparent and transferable in nature to permit its adaptation to other district-level development plans that may arise in the ever-shifting transportation-land use landscape of the Greater Boston region. This modeling tool is intended to be a complementary method to the region's existing travel demand model and should offer new insights by providing model components capable of performing the following three tasks:

- Estimate person trips originating in or destined for each zone in the study area
- Estimate destination accessibility under specified distributions of jobs and labor
- Estimate potential transit ridership for identified transportation connections or mode share for certain trip purposes

Taken together, MAPC seeks an accessibility modeling tool that puts forward a state-of-the-practice methodology to help quantitatively identify the policies, investments, and interventions needed to advance the most promising options for this West Station Area Transit Study, which will also support future long-range land use-transportation scenario planning activities at our agency.

2. Scope of Work

MAPC anticipates that the work will comprise five tasks, outlined in more detail below. However, Proposers are free to recommend a different approach or to modify the scope as necessary to fit within the available budget.

Task 1: Detailed Project Plan

This task will involve the development (in consultation with MAPC and other project partners) of a comprehensive project plan, including a detailed description of roles, analytic and data provision responsibilities, and essential and preferred tool features. The consultant in turn will develop more

detailed technical proposals and denote anticipated model specifications for each of the tool components, as well as a list of model inputs and operational requirements. During this phase the consultant and MAPC will also define a study area zone structure with a higher spatial resolution than the CTPS Traffic Analysis Zones (aggregations of block groups).

The resulting project plan will serve as the roadmap for the remaining four tasks, which may be conducted sequentially or concurrently. Once MAPC has approved the detailed project plan, work on the remaining tasks may commence.

Task 2: Trip Generation Module

A core function of the acquired modeling tool is an ability to estimate trips by purpose generated from new developments and identify a set of TDM strategies that are most likely to reduce auto ownership, parking demand, and auto travel; while increasing transit ridership and more sustainable mode adoption. The process of trip generation estimation could use available household travel survey results (Massachusetts Travel Survey, 2011), intercept survey data, model parameters transferred from other regional applications, or other available information sources. For any option, these trip generation estimates should be reasonably calibrated to local conditions (including, to the extent feasible, base year CTPS travel demand model estimates of trip generation) and offer sensitivity to development characteristics and zonal socioeconomic and built environment contexts, including but not limited to income, parking costs, and transit subsidies.

MAPC maintains various unique datasets describing the region's demographics (household listings), employment (establishment listings), real estate market (housing sales and advertised rents), built environment (digital parcels, building footprints), vehicle ownership and usage (geocoded registrations and odometer readings), and transportation network (active transportation facilities, ride-hailing trip volume) that will be made available to the consultant for this task and others.

The consultant should design a trip generation model to accept the following inputs for future year scenarios: detailed household projections (stratified by household size, number of workers, presence of children, and household income); employment projections (classified by ten NAICS-based sectors); and assumptions about the built environment, destination accessibility, and TDM policies in which the specific inputs will be determined. In all, a sketch modeling tool to quantify the individual or bundled contributions of certain TDM strategies—sensitive to different land use and sociodemographic conditions—is needed to inform evidence-based planning policies. At the conclusion of this second task, the consultant should provide access to a draft tool which MAPC can review and test by modifying assumptions about future years.

Task 3: Accessibility Analysis

A second core function of the tool is an ability to quantify destination accessibility to jobs, other destinations, and labor supply under specified land use and transportation scenarios. By testing scenarios characterized by land use changes in sociodemographic and industry composition in the addition to new transportation infrastructure and services, the tool should be able to quantify how prospective transit connections, increased service frequencies, or the creation or enhancement of pedestrian and bicycle infrastructure will affect destination accessibility.

Zonal estimates of accessibility by mode can pivot off of the existing CTPS mode-specific zone-to-zone travel time estimates and associated transportation network configurations, but should be designed to accept alternative transit scenarios, active transportation networks, and distribution of destination ‘opportunities,’ as described below.

For measuring transit accessibility, the tool should allow for the specification of new or improved transit services, though not necessarily with the detail necessary for comprehensive travel demand modeling. MAPC anticipates specific routes, stops, and schedules will not be needed; rather, the model should allow the user to assert specific changes in mode-specific travel time and cost to and from specified zones, or some other simplified representation of travel impedance. It will be the responsibility of the consultant to specify input format for transit alternatives for future scenarios and to suggest methods for developing transit travel time assumptions.

For measuring bike/walk accessibility, MAPC will provide an active transportation network for the base year generated using OpenStreetMap (OSM) to be integrated in the tool in a manner that will allow for MAPC staff or others to provide alternative networks (in the same format) for each future year scenario. The modeling tool should offer separate accessibility metrics for walking and biking modes that would ideally account for different types of cyclists who likely demonstrate different tolerances for road stress.

For each forecast year and scenario, MAPC will provide the allocation of detailed household and employment types that can serve as the ‘opportunity’ inputs to the accessibility calculations. These regional forecasts will be delivered in the existing CTPS zone structure as well as detailed sub-zones for the study area. The tool should both produce accessibility estimates for multiple modes (transit, bike, and walk) and a reasonably-sized set of destinations (including access to labor), but should also be amenable to modification by MAPC staff (with a reasonable level of effort and technical capacity) for the creation of new accessibility metrics for a different set of opportunities. MAPC should also be able to easily update the travel time or active transportation network in the model. At conclusion of this third task, the consultant should provide access to a draft tool which MAPC can review and test by modifying assumptions about future years.

Task 4: Potential Ridership/Mode Share Analysis

MAPC seeks a tool which will also produce a generalized estimate of transit ridership, active transportation trips, and/or mode share associated with a specified link, connection, or area in any of the future scenarios. We envision these estimates, which can either be presented as a point value or range, would be generated using a direct demand model of corridor- or station-level transit ridership that uses outputs from the trip generation and destination accessibility components to predict travel behavior. These direct demand estimates can pivot off of existing CTPS trip tables (by mode) and—to the extent feasible—should account for both changes in distribution of households and employment under a given scenario, service frequency and speed, cost of transit fares and parking, transit service quality (e.g., station characteristics, transfer rates), and other important factors. If possible, the tool should also provide some estimate of the market share for ride-hailing or other on-demand mobility services under specified conditions regarding fare structure, speed, and pickup locations.

Given the limited examples of direct demand ridership or mode share estimation models currently in operation, MAPC is willing to entertain experimental or prototypical models, so long as they help to answer the central question regarding the *relative utility* of different transit connections in future land use scenarios. At the conclusion of this fourth task, the consultant should provide access to a draft tool which MAPC can review and test by modifying assumptions about future years.

Task 5: Model Transfer and Documentation

Following MAPC's acceptance of the three modules prepared in Tasks 2 through 4, the consultant should produce full model results for three scenarios defined by MAPC using data inputs provided by the agency. Once MAPC has reviewed and accepted the results, the consultant should deliver the source code, data, technical specifications, and documentation necessary for MAPC to operate the model and produce results for additional scenarios. The consultant should provide at least one training session, which may be remote or virtual, for MAPC staff that will be supplemented with training materials. These instructional materials should include guidance that will allow MAPC staff to transfer the sketch transportation accessibility modeling tool to other sites in the Boston region. MAPC will accept the final deliverables as complete following thirty days of error-free operation.

3. Deliverables

The exact deliverables will be specified within the project plan created for completion of Task 1. A list of deliverable examples may include, but are not restricted to the following:

- Source code, if open-source software are used.
- For non-open source programs, installation programs and executables required to run the program locally.
- Database containing the final inputs to the tool, including but not limited to multimodal network files, zonal geographic files, and tables containing model parameters.
- Results of one completed model validation run.
- Assistance in devising the first set of transportation scenarios to test with the accessibility-oriented modeling framework.
- Initial model runs for the first three scenarios using input data provided by MAPC.
- Documentation describing the theoretical underpinnings of the final model structure, data transformation and variable creation, format of data inputs to the model, and processes needed to operate the introduced sketch modeling tool(s).
- Training for MAPC staff to operate the model on its own and transfer the tool to other sites in the region.

- Be available for as-needed technical support during office hours for unforeseeable needs that arise during the final model transfer task.

4. Budget, Payment, and Schedule

- The contract amount will not exceed the total budget presented in the price proposal, although the scope and budget allocation for each task may be modified before contract execution by mutual agreement of the proposer and MAPC. A detailed budget, schedule, specifications, and deliverables for each task will require joint discussions and agreement between the client and consultant(s) during Task 1, and will be documented in the project plan.
- All work should be completed using the vendor's own resources. The budget should be the fully loaded cost for each phase, including travel, software, hardware, etc.; no additional fees shall be assessed without the express written consent of MAPC.
- The vendor will be paid on a reimbursement basis following acceptance of deliverables according to a payment schedule to be finalized in the contract documents. Payments will not be made until deliverables and invoicing are received and approved by MAPC. In no event shall payment be made in advance of the services provided. The specified payment schedule is as follows:
 - Upon acceptance of project plan:
100% of Task 1 budget
 - At conclusion of Task 2 and testing/acceptance of trip generation module:
80% of Task 2 budget
 - At conclusion of Task 3 and testing/acceptance of accessibility module
80% of Task 3 budget
 - At conclusion of Task 4 and testing/acceptance of ridership/mode share module:
80% of Task 4 budget
 - Upon submittal of final model and documentation:
80% of Task 5 budget and remaining 20% for Tasks 2 through 4
 - Following 30 days error-free operation of integrated model:
20% holdback for Task 5
- The entire budget for the work outlined in this RFP is not to exceed \$250,000 for the entire term of the contract. Since cost will be a consideration in MAPC's selection of the most advantageous proposal, price proposals of less than the maximum amount are encouraged. MAPC reserves the right to extend the term of the contract up to six additional months.
- The project schedule should place delivery of preliminary scenario tests within six to nine months of project initiation, with complete deliverables and model transfer within nine to 12 months.

Section 5. Proposal Preparation

Proposers are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used as grounds to terminate the contracts.

1. General Requirements

The following general requirements and cautions apply to proposal preparation.

- For purposes of this RFP, the Proposer is the vendor who submits a proposal in response to this solicitation and will be the party executing a contract.
- Proposals must be received by MAPC at their reception desk at 60 Temple Place, 6th Floor, Boston, MA 02111 no later than March 15, 2019 at 5:00 p.m. ET as indicated on the clock in MAPC's reception area, as may be amended.
- M.G.L. c. 30B § 6(b) requires the separate submission of price. Price Proposals and Technical Proposals must be submitted in separate, sealed packages.
- Proposers must submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Proposals of the Proposers who have done so will be evaluated, but are not guaranteed a contract.
- All proposals must contain all originally completed and signed Forms provided in this RFP. Faxed or emailed pages will not be considered.
- The proposal document must be submitted with original ink signatures by the person authorized to sign the proposal (blue ink is preferred).
- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- The proposal must indicate the responsible entity, which must also be the signatory on all documents.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.

- Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.
- All forms must be signed by the same authorized person for the Proposer who will be signing the contract.
- Erasures, between the lines insertions or other modifications to a proposal must be initialed in original ink by the authorized person signing the offer.
- Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- It is the responsibility of all Proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after the proposal due date.
- Electronic copies should be submitted on labeled CD/DVD or USB memory stick. Electronic versions must be exactly the same as the paper versions.
- Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
- Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Proposers are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.
- In all cases where a Proposer offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Proposer.
- MAPC does not assume liability for and will not reimburse any costs or expenses incurred by any Proposer (whether or not selected) in developing proposals in response to this RFP.
- Proposals will remain in effect for a period of ninety days from the deadline for submission of proposals, until Notice of Award is made, or this RFP is canceled whichever comes first.
- Proposers must follow the instructions for preparing the technical proposals and the price proposals.

MAPC's expectations regarding the content of Non-Price Proposals and Price Proposals are outlined in the following sections. Responses to this RFP shall include all information requested below.

2. Non-Price (Technical) Proposal

Non-Price Proposals must be submitted in the following required format:

- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable evaluation of proposals against Evaluation Criteria.
- Emphasis should be on completeness and clarity of the content. Special bindings, colored displays, promotional materials, etc., are not necessary or desired.

Non-Price Proposals must be divided into the following tabbed sections:

- Tab 1: Introduction
- Tab 2: Minimum Quality Requirements
- Tab 3: Experience, Qualifications & References

Tab 1: Introduction

In Tab 1 of the Non-Price Proposal, Proposers must complete and submit the unaltered forms provided in **Section 10** of the RFP in the following order²:

- Proposal Signature Page
- Certificate of Non-Collusion (legally required to be included in a Proposal)
- Certificate of Tax Compliance (legally required to be included in a Proposal)
- Conflict of Interest Certification
- Certificate of Non-Debarment
- Additional Certifications

Tab 2: Minimum Quality Requirements

Proposers must meet certain Minimum Quality Requirements in order to be considered for further evaluation and contract award under this RFP.

In Tab 2 of their Technical Proposals, Proposers must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements. Failure to respond affirmatively

² Both the Certificate of Non-Collusion and the Certificate of Tax Compliance are legally required forms that must be included in Proposers' Bid, or the bid will be disqualified. MGL c. 30B, §10 and MGL c. 62C, §49A. MAPC reserves the right to waive or later obtain any other forms required by MAPC under this RFP.

to any of the minimum quality requirements listed in **Section 6.3**, or providing a qualifying statement will result in rejection of the proposal.

Tab 3: Experience, Qualifications & References

Proposers must present clear and concise evidence indicating their ability to comply with the RFP requirements and to provide and deliver the specified products and services to the Buyers. In Tab 3, Experience, Qualifications, & References, the Proposer must provide the following:

- Previous Experience
Provide a list of at least five of the most recent clients for projects of similar scope and size. Include the contact name, organization, phone number, website, and email. For each client, provide a brief (no more than one page) summary of the nature of the work with this client and the outcomes of the engagement.
- Demonstration of Capacity to Perform Work within Schedule and Budget
Clearly demonstrate how the prospective vendor has delivered the similar products/model improvement services, on schedule and within budget for other projects. Describe the intended method of task budget planning and control.
- Project Approach
Describe Proposers' understanding of MAPC's needs and intended applications for the tool. Describe proposed structure for each of the three modules, and how they will interact to create an integrated model. Describe in as much detail as possible what specific outputs will be provided, and how they will be calculated. Provide examples of existing tools or models that rely on concepts or technical methods similar to those proposed. Demonstrate that the proposed methods are based on sound research or otherwise independently validated. Please specify the data inputs and technical capacity that will be needed to host and operate the tool. Please specify what vendor-provided or 3rd party software MAPC will need to host, maintain, and operate the proposed tool.
- Staffing
Using the provided staffing table form, provide a staffing table for the project, including name, title, and percent of time available to project. Include resumes for key staff members from each member of the Proposer team.
- References
Proposers must provide at least three (3) written references from prior public sector clients on projects of similar size and scope using the reference form in this packet.

3. Price Proposal

Price Proposal Page

Indicate prospective vendor's proposed hourly rate on the completed the Price Proposal Page provided in **Section 10**.

All prices quoted shall be exclusive of Massachusetts sales tax and use tax and federal excise tax, from which MAPC is exempt.

Proposal prices must remain firm for 90 days after the proposal opening.

In the Price Proposal Page (Cover page provided in Section 10.10), please estimate the purchase or licensing fees associated with additional software or licenses necessary to host, maintain, and operate the tool following the completion of this contract. MAPC will use MGL c. 30B or statewide contracts to procure any necessary software or services needed to host and maintain the tool. Also, please provide the completed staffing table with the Price Proposal Page (Section 10.10).

Organization	Name	Title	Loaded hourly rate	Percent of time available

Section 6. Proposal Selection Process and Evaluation Criteria

1. Proposal Selection Process

MAPC has determined that the selection of the most highly advantageous offer or offers for the solicited services requires comparative evaluation of substantive factors in addition to cost. Such factors include but are not limited to the experience related to the work, level of knowledge and expertise, quality of previous work, and prior client satisfaction.

The selection committee assigned to review responses shall determine a composite rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable for each proposal reviewed by the selection committee. MAPC reserves the right to interview all or none of the Proposers; if interviews take place, they will be held in March 2019. MAPC prefers interviews to be in person; however accommodations can be made for interviews via videoconference or teleconference. After a composite rating has been determined for each proposal, the selection committee shall open and review the cost proposals and determine the most highly advantageous proposal or proposals taking into consideration the ratings on all comparative evaluation criteria and the cost.

The selection committee will make a formal recommendation to MAPC that a contract or contracts be awarded to the vendor or vendors determined to have provided the most highly advantageous proposals.

MAPC intends to award a contract within thirty (30) days after the date established for receiving the proposals. All proposals shall remain valid and acceptable for 90 days from the last proposal due date. This time may be extended by mutual consent of selected vendor and MAPC.

2. Review of Responses

MAPC reserves the right, as the interests of MAPC may require, to reject any or all RFP responses and to waive any informality in responses that are received. MAPC also reserves the right at any time before responses are due to cancel these RFP requirements, or, after receipt and evaluation, to modify these requirements or cancel them entirely, or to initiate a new RFP.

If clarification of the contents of any RFP response is required, MAPC will request such clarification by the involved prospective vendor either in writing or in person. Prospective vendors must be prepared at any reasonable time to communicate with MAPC to clarify their proposal.

3. Minimum Quality Requirements

A vendor must meet the following minimum quality requirements before being evaluated further:

- a. Submit a proposal that includes all of the required documentation as delineated in **Section 10.**

- b. Possess and present documented evidence of a minimum of two (2) years paid experience performing work consistent with the subject of this RFP.
- c. Be available to participate in meetings at MAPC's Boston office, as requested by MAPC, either in-person or through appropriate video conferencing technology.
- d. Developer and project managers must be fluent in English.

Proposals that do not meet these minimum quality requirements will not be eligible for further consideration.

4. Comparative Evaluation Criteria

Proposals that meet the minimum quality requirements listed above will be evaluated according to the following comparative evaluation criteria. A score of "not advantageous" or "unacceptable" on any of the following criterion will not necessarily disqualify a proposal.

- A. Qualifications/experience of Proposer in performing work similar in size and scope for federal, state, regional, or local public entities.
 - A rating of **highly advantageous** will be given to Proposers with more than five years of experience in performing similar work, within the last five years.
 - A rating of **advantageous** will be given to Proposers with three to four years of experience in performing similar work, within the last five years.
 - A rating of **not advantageous** will be given to Proposers with two years of experience in performing similar work, within the last five years.
 - A rating of **unacceptable** will be given to Proposers with less than two years' experience in performing similar work, within the last five years, or the Proposer failed to provide sufficient information that respond to the criteria.
- B. Proposer's project approach demonstrates a depth in understanding of MAPC's needs and requirements as well as knowledge of multimodal accessibility-based modeling techniques as shown by reference to relevant and appropriate theories, models, reports, and publications (especially those prepared by the Proposer).
 - A rating of **highly advantageous** will be given to Proposers who demonstrate validity of their proposed project approach by referencing seven or more existing tools or peer-reviewed publications where proposed methods have been applied.
 - A rating of **advantageous** will be given to Proposers who adequately demonstrate validity of their proposed project approach by referencing four to six existing tools or peer-reviewed publications where proposed methods have been applied.
 - A rating of **not advantageous** will be given to Proposers who inadequately demonstrate validity of their proposed project approach by referencing one to three existing tools or peer-reviewed publications where proposed methods have been applied.

- A rating of **unacceptable** will be given to Proposers who do not demonstrate validity of their proposed project approach by not referencing existing tools or peer-reviewed publications where proposed methods have been applied, or the Proposer failed to provide sufficient information that respond to the criteria.

C. Demonstrated experience in developing modeling platforms with non-proprietary software and successfully transferring these methodologies and tools to client(s)

- A rating of **highly advantageous** will be given to a Proposer whose references unanimously attest to Proposer's ability to deliver a fully-functional modeling platform in a non-proprietary software environment without further technical support.
- A rating of **advantageous** will be given to a Proposer whose references attest to the Proposer's ability to deliver a functional modeling platform in a non-proprietary software environment that requires external technical support on occasion.
- A rating of **not advantageous** will be given to a Proposer whose references unanimously attest to Proposer's ability to deliver a functional modeling platform in a proprietary software environment only or in a condition that requires external technical support on a frequent to continuous basis.
- A rating of **unacceptable** will be given to a Proposer whose references report a Proposer's inability to deliver a functional modeling platform, or the Proposer failed to provide sufficient information that respond to the criteria.

D. Capacity to perform work on schedule

- A rating of **highly advantageous** will be given to a Proposer whose references unanimously attest to the Proposer consistently performing assignments within promised timeframes.
- A rating of **advantageous** will be given to a Proposer whose references attest to the Proposer usually performing assignments within promised timeframes and with only immaterial delays.
- A rating of **not advantageous** will be given to a Proposer whose references attest to the Proposer usually performing assignments within promised timeframes but report occasional material delays.
- A rating of **unacceptable** will be given to Proposers whose references report regular material delays or failure to complete one or more projects.

E. Capacity to perform work within budget

- A rating of **highly advantageous** will be given to a Proposer whose references unanimously attest to the Proposer consistently performing assignments within budget.
- A rating of **advantageous** will be given to a Proposer whose references attest to the Proposer usually performing assignments within budget but with occasional immaterial overruns.
- A rating of **not advantageous** will be given to a Proposer whose references attest to the Proposer usually performing assignments within the promised timeframes but report occasional material overruns.

- A rating of **unacceptable** will be given to Proposers whose references report regular material cost overruns.
- F. Interview (if conducted) demonstrates Proposer's knowledge of MAPC's needs, a creative approach to meeting those needs, and effective communication with client.
- A rating of **highly advantageous** will be given to a Proposer whose participation in the interview demonstrates a robust understanding of MAPC's needs, the project objectives, and excellent ability to communicate the theory and practice of their proposed work.
 - A rating of **advantageous** will be given to a Proposer whose participation in the interview demonstrates a moderate understanding of MAPC's needs, the project objectives, and above average ability to communicate the theory and practice of their proposed work.
 - A rating of **not advantageous** will be given to a Proposer whose participation in the interview demonstrates a limited understanding of MAPC's needs, the project objectives, and average ability to communicate the theory and practice of their proposed work.
 - A rating of **unacceptable** will be given to a Proposer whose participation in the interview demonstrates a lack in the understanding of MAPC's needs, the project objectives, and inability to communicate the theory and practice of their proposed work, or the Proposer failed to participate in the invited interview.
- G. Proposer is Supplier Diversity Certified under Massachusetts law or partners with a Supplier Diversity Certified subcontractor.
- A rating of **highly advantageous** will be given to a Proposer who is certified as a Massachusetts Supplier Diversity Certified subcontractor.
 - A rating of **advantageous** will be given to a Proposer whose proposal includes a partnership with a Supplier Diversity Certified subcontractor.
 - A rating of **not advantageous** will be given to a Proposer who has never worked with a Supplier Diversity Certified subcontractor and does not propose to work with one on this project.
 - A rating of **unacceptable** will be given to a Proposer who provides no documentation on whether it is Supplier Diversity Certified, or is working/has worked with Supplier Diversity Certified subcontractors.
- H. Proposer's described tool will enable MAPC to comprehensively answer all four questions set forth in Section 3.2 (Project Background) through implementation of the tool with a reasonable amount of effort and technical skill on behalf of MAPC staff.
- A rating of highly advantageous will be given to Proposers who describe a tool capable of comprehensively answering all questions set forth in Section 3.2 (Project Background) and which can be implemented with a reasonable amount of effort and technical skill on behalf of MAPC staff.
 - A rating of advantageous will be given to Proposers who describe a tool capable of adequately answering most questions set forth in Section 3.2 (Project

Background) and which can be implemented with a reasonable amount of effort and technical skill on behalf of MAPC staff.

- A rating of not advantageous will be given to Proposers who describe a tool incapable of adequately answering most questions set forth in Section 3.2 (Project Background) or which cannot be implemented with a reasonable amount of effort and technical skill on behalf of MAPC staff.
- A rating of unacceptable will be given to Proposers who describe a tool incapable of answering any question set forth in Section 3.2 (Project Background) or which cannot be implemented with a reasonable amount of effort and technical skill on behalf of MAPC.

5. Proposers Conference

MAPC will conduct a Conference for Proposers expecting to submit proposals in response to this RFP. This Conference will be hosted at MAPC's offices in Boston, MA on Wednesday, February 27, 2019 at 1:00 p.m. ET.

Proposers attending this conference will be expected to have thoroughly read the RFP and come ready to ask questions relevant to this RFP particularly questions related to preparing proposals and the above evaluation criteria. Proposers are encouraged to submit questions in writing to sgehrke@mapc.org, though questions will not be answered in advance of the conference.

Following the conference, Proposers will be required to submit in writing via email any questions they asked during the conference. MAPC will use those written versions of the questions and any follow up questions to draft an addendum. This will ensure that MAPC fully understands Proposers' questions, and will avoid misinterpretations of any verbal responses offered during the bidder conference. MAPC will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.

6. Rule of Award and Selection Process

MAPC has determined that identification of the most advantageous proposals for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. An Evaluation Committee selected by MAPC will evaluate proposals and recommend awards by MAPC to the responsible and responsive Proposers whose proposals it determines to be the most highly advantageous of those received. MAPC may request additional clarifying information from a Proposer during this evaluation process.

Contracts will be awarded to those Proposers deemed responsible and responsive. This will be determined by evaluating Proposers against the quality requirements and evaluation criteria set out above, and by considering the prices offered. Those Proposers identified as offering the most advantageous proposals against these factors will be awarded contracts. In selecting proposals that are not the lowest in cost, MAPC will explain in writing why the added benefits of the selected proposals justify the higher prices.

MAPC will promptly notify the Successful Proposers upon conclusion of the evaluation process.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products/services offered during the contract periods.

Section 7. Proposal Submittal

1. Proposal Packages

M.G.L. c. 30B § 6(b) requires the “separate submission of price.” Do not make reference to price in the Technical Proposal. Failure to adhere to this requirement will result in disqualification.

Price Proposals and Non-Price Proposals must be submitted in separate, sealed packages with the RFP number (MAPC 2019 Transportation Accessibility Modeling) and the Proposer’s name and address clearly indicated on the packages. All exterior packaging (e.g., UPS, FedEx, etc.) must be properly labeled with the information listed below.

Non-Price Proposal envelope displays:

- “RFP# MAPC 2019 Transportation Accessibility Modeling: Non-Price Proposal”
- Proposer Name
- Proposal Due Date (March 15, 2019)

Non-Price Proposal envelope contains one original, three copies, and electronic copy of:

- Proposal Signature Page (provided in **Section 10**)
- Non-Price Proposal, including project narrative and all required forms and tables (see **Section 10** for detail)
- Certifications Page and Additional Certifications Page (provided in **Section 10**)
- Optional—Other supplemental materials considered by the Proposer to be explanatory or exemplary and of benefit to MAPC in evaluating the Proposal

Price Proposal Envelope displays:

- “RFP# MAPC 2019 Transportation Accessibility Modeling: Price Proposal”
- Proposer Name
- Proposal Due Date (March 15, 2019)

Price Proposal Envelope contains original and an electronic copy of:

- Price Proposal Page (provided in **Section 10**)
- Supporting documentation and materials as called for by **Section 10** and in the Price Proposal Page.

2. Submittal

Submit proposals to:

Steve Gehrke
Metropolitan Area Planning Council
60 Temple Place, 6th Floor, Boston, MA 02111

No later than 5:00 p.m. ET, March 15, 2019 as read on the clock in the 6th floor MAPC lobby. It is the sole responsibility of a Proposer to ensure that the proposal arrives on time at the designated place. It is strongly encouraged recommended that proposals are mailed or delivered in advance of the due date and time.

If at the time of the scheduled proposal due date the designated site is unavailable due to circumstances beyond the control of MAPC, the Proposal due date will be automatically postponed (with or without notice to potential Proposers) until 12 Noon at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the proposal due date will be formally postponed with notification to all parties provided documents by MAPC. Proposals will be accepted until any postponement time.

3. Questions & Addenda

Failure of any Proposers to read and become familiar with any portion of this RFP will not relieve them from any of the obligations described herein, whether they may be required during review of the proposals, or performance required under a contract. MAPC will not provide, authorize or honor any alleged oral responses.

Proposers are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be received in writing via email to sgehrke@mapc.org before Tuesday, March 5, 2019 at 5:00 p.m. ET.

Responses to inquiries regarding interpretation or clarification that affect all Proposers and corrections or changes to the RFP will be issued as Addenda. All Addenda will be posted on the MAPC website, it will also be distributed via email to all parties that MAPC is aware have obtained the RFP no later than the date above, unless notification otherwise has been sent to all parties. MAPC is not responsible to ensure that bidders receive notice of any Addendum. It is up to the bidders to frequently check the MAPC website for any Addenda.

If questions and requests for clarifications are received after the date indicated above, then MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the proposal due date. MAPC will advise all prospective Proposers of such activity.

MAPC reserves the right to disqualify any Proposer that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

MAPC maintains a record of addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) email or the lack of a return Internet message that an email delivery failed will be considered proof of delivery. To ensure that Proposers have

taken all addenda into consideration, acknowledgement of receipt of each addendum issued must be noted in the space “Addendum #” provided on the Proposal Signature Page provided in this RFP.

4. Corrections, Modifications & Withdrawal of Proposals

Proposals must be unconditional. However, a Proposer may correct, modify, or withdraw a proposal by written notice if received by MAPC prior to the proposal due date. Modifications must be submitted in a sealed envelope clearly labeled “Modification No. ___”. Each modification must be numbered in sequence and must reference the original RFP.

Proposers may not, after the Proposal Due Date, change any provision of the proposal in a manner prejudicial to the interest of MAPC or fair competition. Minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, may, in MAPC’s discretion be waived or the Proposer will be allowed to correct them. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Proposer will be notified in writing; however, the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

5. Disclosure of Information

A register of the names of Proposers who have submitted proposals will be open for public inspection following the opening of the technical proposals. Proposals will be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. All submissions will be public records. Do not submit confidential materials.

Submission of a proposal shall be deemed acknowledgement that the Proposer is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 § 10 and is bound thereby. Disclosure of any information provided by a Proposer in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 § 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in this RFP.

Section 8. Terms and Conditions

By responding to this RFP, Proposers agree to accept all terms and conditions as incorporated by reference into any resulting contracts.

1. Payment and Services Rendered

MAPC and the successful Proposer will mutually agree on a scope and budget to be included in the contract document. The payment schedule for the contract will be on a reimbursement basis according to a deliverables schedule agreed upon by MAPC and the Proposer before the contract is signed. Payments will not be made until deliverables and invoicing are received and approved by MAPC. In no event shall payment be made in advance of the services provided.

2. Expenses

All work shall be completed using the vendor's own resources.

3. Acceptance

A schedule of proposed deliverables associated with each task must be included and, upon agreement, will become part of the controlling contract. Copies of all draft and final deliverables must be provided to MAPC in compliance with the schedule set out in the contract.

The Contractor must document satisfactory progress in meeting the goals of the project.

4. Indemnification

The Proposer shall indemnify, defend and hold harmless MAPC and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the Proposer in its performance of this agreement or upon the Proposer's failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.

5. Insurance

The selected vendor shall at all times during the term of the contract maintain insurance coverage adequate to meet its obligations under this contract and shall provide MAPC with certification of such as a condition of award if requested.

The Contractor shall indemnify, hold harmless and defend MAPC, and their officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them in performance of this contract.

6. *Publicity and News Releases*

Selected Proposers shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a contract, or interim and final work products without prior approval from MAPC.

7. *False Representations*

Pursuant to M.G.L. c. 266 § 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

8. *Ownership and Confidentiality of Work Product*

Upon completion of this project the work products become the property of MAPC.

9. *Accountability*

The selected vendor will work under the direct supervision and direction of MAPC's Director of Data Services or his designee, who shall be identified to the vendor in advance of any authorized communication.

10. *Miscellaneous*

Where a conflict in requirements is apparent between the Terms and Conditions and any Specifications, the Specifications shall control.

Section 9. RFP Process Timeline

Post Notice to MAPC Website	Monday, February 11, 2019
RFP Available:	Monday, February 11, 2019
Pre-Proposal Conference:	Wednesday, February 27, 2019 at 1:00 p.m. ET
Last Date to Submit Written Questions:	Tuesday, March 5, 2019 at 5:00 p.m. ET
Proposal Due Date:	Friday, March 15, 2019 at 5:00 p.m. ET
Interviews:	March 2019
Anticipated Notice of Award:	March 2019
Anticipated Contract Signed:	Monday, April 1, 2019

Contact Information

All questions and other communications related to this RFP should be directed to Steve Gehrke at sgehrke@mapc.org.

Section 10. Required Forms

The following pages contain five forms that must be included with your submission.

1. Proposal Signature Page
2. Certificate of Non-Collusion Page
3. Certificate of Tax Compliance Page
4. Conflict of Interest Certification Page
5. Certificate of Non-Debarment Page
6. Additional Certifications Page
7. Minimum Quality Requirements
8. Staffing Table
9. Reference Form
10. Price Proposal Page

1. Proposal Signature Page

Complete this page and return as a cover sheet for the completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling Final Addenda #3

Company Name

Contact Person

Street

Phone

City, State, Zip

Fax

Email

Submits the attached proposal for this Request for Proposals to the Metropolitan Area Planning Council (MAPC), on the authority of the undersigned and as dated below. I confirm and pledge to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the MAPC.

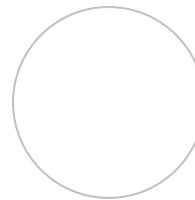
Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date



(If a corporation, attach
certificate of vote or
apply corporate seal here)

2. Certificate of Non-Collusion Page

Complete this page and return with completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

“The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.”

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

3. Certificate of Tax Compliance Page

Complete this page and return with completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

“Pursuant to M.G.L. c. 62C § 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

4. Conflict of Interest Certification Page

Complete this page and return with completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

The Proposer hereby certifies that:

- a. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
- b. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
- c. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
- d. Proposer understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
- e. Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

5. Certificate of Non-Debarment Page

Complete this page and return with completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

The Respondent hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Respondent shall inform the MAPC within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

6. Additional Certifications Page

Complete this page and return with completed non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

7. Minimum Quality Requirements

In order for a Proposal to receive further consideration, Proposer must unconditionally check “Yes” to each Quality Requirement below. Proposers must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements. A Proposal will be rejected in its entirety if a Proposer fails to check “Yes”, or who modifies, qualifies, or limits its affirmative response in any way.

Circle “Yes” or “No” for each of the following requirements:

- a. Proposer possesses and presents documented evidence of a minimum of two (2) years paid experience performing work consistent with the subject of this RFP.

Yes No

- b. Proposer will be available to participate in meetings at MAPC’s Boston office, as requested by MAPC, either in-person or through appropriate video conferencing technology.

Yes No

- c. Proposal developer and project managers must be fluent in English.

Yes No

8. Staffing Table

Organization	Name	Title	Percent of time available

9. Reference Form

Proposers must provide at least three (3) written references from public sector clients within the last five years. Proposers must use the questions below and the reference must complete and sign the form.

Answer the following questions:

- a. Please describe your experience working with the bid Proposer. What services have they provided and over what period of time?

- b. Did the Proposer's work and deliverables meet the needs of your organization and the specifications of the project? Were there any times where the deliverables were not functional, reliable, or correct? If so, how was it handled?

- c. How would you describe the bid Proposer's reliability in conducting its work on time and within cost?

d. How would you describe the communication and workflow with the Proposer?

e. Overall, how would you rate the Proposer's performance?

f. Please share anything else that would be helpful to MAPC, as you see fit.

Reference Signature

Reference Printed Name

Reference Company

Reference Title

Reference Email

Date

10.Price Proposal Page

Complete this page and submit with any attachments in a sealed envelope separate from non-price proposal.

RFP # MAPC 2019 Transportation Accessibility Modeling

The undersigned proposes to provide services to the Metropolitan Area Planning Council in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

On a separate page or pages, provide a comprehensive presentation of the proposed project tasks, schedule for each, total hours, and total budget for each task. Ensure all direct costs are accounted for and present a total budget to complete the entire proposal.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Section 11. Sample Contract

The following pages contain a sample contract that MAPC will enter into with selected Proposer(s).

SAMPLE CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
METROPOLITAN AREA PLANNING COUNCIL
AND
INSERT PROPOSER'S NAME

This agreement, dated **DO NOT INSERT DATE. MAPC will complete the effective date upon its execution of the Contract** _____ is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** ["MAPC"] a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and **INSERT PROPOSER'S CORRECT LEGAL NAME** ["Proposer"], with its principal office at **INSERT PROPOSER'S ADDRESS**.

Witnesseth that the parties have AGREED as follows:

Article I

Description and Scope of the Work

1. The **Proposer** will provide professional services to undertake and perform all appropriate tasks to produce the **INSERT PROJECT NAME** and related work products as called for in MAPC's "Statement of Work Request (**INSERT RFP No. when available**)" dated **Insert Work Request Date**, attached as Exhibit A, and incorporated herein, and as further described in the **Proposer's** "Proposal" dated **Insert Proposal Date** attached as Exhibit B, and incorporated herein.

Article II

Time of Performance

2. The **Proposer** shall commence work immediately upon execution of this Agreement and shall complete performance no later than **Contract End Date**. Time shall be of the essence in relation to the **Proposer's** performance under this Agreement. Reasonable extensions may be granted at the sole discretion of **MAPC**, provided the justifying circumstances are beyond the reasonable control of the **Proposer** and without fault of the **Proposer**. Extensions shall be valid only when written and signed by **MAPC's** signatory to this Agreement or a properly authorized designee. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III

Revisions in the Work to be Performed

3. If during the term of this Agreement, **MAPC** requires revisions or other changes to be made in the scope or character of the work to be performed, **MAPC** will promptly notify the **Proposer**. For any changes to the scope of work, the **Proposer** shall notify **MAPC** of associated costs in writing. The **Proposer** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **MAPC**.
4. **MAPC** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by the **Proposer**. Any revisions or changes requested by **MAPC** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV

Payment for Services

5. **MAPC's** total payment to the **Proposer** under this Agreement shall not exceed the **Total Project Amount** stated in the **Proposer's** "Price Proposal" dated **INSERT DATE**, attached as **Exhibit C**, unless authorized in writing under paragraph three (**Error! Reference source not found.**). This amount shall include any and all expenses and costs incurred by the **Proposer** herein, including but not limited to, taxes, insurance costs, personnel costs and overhead.
6. **MAPC** shall make payment to the **Proposer** pursuant to the "**Deliverables and Payment Schedule**" attached as **Exhibit C**, subject to the following provisions:

INSERT ANY ADDITIONAL PAYMENT PROVISIONS

Article V

Ownership and Confidentiality of Material, Work Products

7. The development of the Sketch Model Tool produces hereunder will involve intellectual property derived from four different sources: (1) third party software contractors; (2) that developed by the **Proposer** for the open market (i.e. the **Proposer's** commercial off the shelf software); (3) that developed by the **Proposer** for other individual clients, or for internal purposes prior to the Effective Date of this **Agreement** and not delivered to any other client of the **Proposer**; and (4) developed by the **Proposer** specifically for the purposes of fulfilling its obligations to **MAPC** under the terms of this **Agreement**. Ownership of the first and second categories of intellectual property is addressed in separate agreements between **MAPC** and the **Proposer** and resellers of such software. This section of the **Agreement** addresses exclusively ownership rights in the third and fourth categories of intellectual property.
8. The **Proposer's** Property and License shall retain all right, title and interest in and to all Property developed by it i) for clients other than **MAPC**, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by **Proposer** in connection with such work. **MAPC** acknowledges that its possession, installation or use of the **Proposer's** Property will not transfer to it any title so such property.
9. **MAPC** acknowledges that the **Proposer's** Property contains or constitutes commercially

valuable and proprietary trade secrets of the **Proposer**, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. **MAPC** acknowledges that the **Proposer's** Property is being disclosed to **MAPC** to be used only as expressly permitted under the terms identified in this **Agreement**, inclusive of the RFP and the **Proposer's** RFP Response. **MAPC** will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66, § 10, or by legal process, will promptly notify the **Proposer** of the imminent disclosure so that the **Proposer** can take steps to defend itself against such disclosure.

10. The **Proposer** will represent and warrant to **MAPC** that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables to be developed.
11. If the deliverables contain or will contain any third-party intellectual property to which the **Proposer** intends to provide a sublicense, the **Proposer** must provide copies of all such sublicense agreements as early in the process as possible.
12. The **Proposer** represents and warrants to **MAPC** that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables to be developed.
13. Except as expressly authorized in the this **Agreement** (which is inclusive of the RFP and the **Proposer's** RFP Response) **MAPC** will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the **Proposer's** Property.
14. The **Proposer** grants to **MAPC** a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the **Proposer's** Property, in any media now known or hereafter known, but only to the extent reasonably necessary for **MAPC's** exploitation of the deliverables to be developed. During the term of this **Agreement** and immediately upon any expiration or termination thereof for any reason, the **Proposer** provide to **MAPC** the most current copies of any of the **Proposer's** Property to which **MAPC** has rights pursuant to the foregoing, including any related documentation.
15. Notwithstanding anything contained herein to the contrary, and notwithstanding **MAPC's** use of the **Proposer's** Property under the license created herein, the **Proposer** shall have all the rights and incidents of ownership with respect to the **Proposer's** Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.
16. The **Proposer** shall afford **MAPC** unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by the **Proposer** under this **Agreement**. The **Proposer** shall not use such materials for any purposes other than the purpose of this **Agreement** without the prior written consent of **MAPC**. All items furnished to the **Proposer** by **MAPC** shall remain

the property of **MAPC**.

17. **MAPC** reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this agreement, and any rights of copyright acquired with funds provided under this **Agreement**. assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the **Proposer's** Property, in any media now known or hereafter known, but only to the extent reasonably necessary for **MAPC's** exploitation of the deliverables to be developed. During the term of this **Agreement** and any extension thereof, and immediately upon any expiration or termination thereof for any reason, The **Proposer** will provide to **MAPC** the most current copies of any of the **Proposer's** Property to which **MAPC** has rights pursuant to the foregoing, including any related documentation.
18. Notwithstanding anything contained herein to the contrary, and notwithstanding **MAPC's** use of the **Proposer's** Property under the license created herein, the **Proposer** shall have all the rights and incidents of ownership with respect to the **Proposer's Property**, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties
19. **MAPC** shall have unlimited rights to any data first produced or delivered under this Agreement.
20. Upon completion of this project or termination for or without cause, the work product in its entirety becomes the property of **MAPC**, and **Proposer** shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by **MAPC**.

Article VI **Assignment**

21. The parties shall not assign nor transfer their respective interests in this **Agreement**, in part or in whole, without the prior written consent of the other.

Article VII **Release of MAPC**

22. In consideration of the execution of this Agreement by **MAPC**, the **Proposer** agrees that simultaneously with the acceptance of what **MAPC** tenders as the final payment under this Agreement, the **Proposer** will execute, and deliver a release of **MAPC** from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the **Proposer**.

Article VIII **Indemnification**

23. The **Proposer** shall indemnify, defend and hold harmless **MAPC** and all of its officers,

agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the **Proposer** in its performance of this agreement or upon the **Proposer's** failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.

Article IX
Insurance

24. The **Proposer** shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide **MAPC** with certification of such, if requested.

Article X
Severability

25. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article XI
Termination of Agreement

26. **MAPC** or the **Proposer** may terminate this **Agreement** upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the **Agreement** with no fault attributable to the other.
27. In the event of a failure to materially perform by the **Proposer**, the notice of such breach shall be accompanied by the nature of the failure, and shall set a date by which the **Proposer** shall cure the failure. If the **Proposer** fails to cure within the time as may be required by the notice, **MAPC** may at its option, terminate the Agreement.
28. In the event of a failure to materially perform by **MAPC**, the **Proposer** shall provide written notice of such breach and the reason therefore prior to taking any further action and the time, thirty days or more, to cure such failure.
29. Notwithstanding any language to the contrary within this Agreement, **MAPC** may terminate this agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, the **Proposer** shall be compensated for work product and services performed prior to the date of termination. In no event shall the **Proposer** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article XII
Compliance with Conflict of Interest Laws

30. The **Proposer** warrants and represents to **MAPC** that, to the best of its knowledge, no

officer or employee of **Proposer** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. The **Proposer** further warrants and represents to **MAPC** that, to the best of its knowledge, no employee of **Proposer** has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

Article XIII

Governing Law and Jurisdiction

31. This **Agreement** shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this **Agreement**.

Article XIV

Complete Agreement

32. This **Agreement**, and the Exhibits attached hereto, referenced and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

Article XV
Proposer Status

33. Proposer, or any employees of **Proposer** are under no circumstances employees, agents, or representatives of **MAPC**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

X _____

Date: _____

Name: _____

Title: _____

For INSERT PROPOSER'S CORRECT LEGAL NAME

X _____

Date: _____

Name: _____

Title: _____