



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R19-0004
EAST BAY GREENWAY (LAKE MERRITT BART TO SOUTH HAYWARD BART)
RIGHT OF WAY SUPPORT SERVICES**

December 14, 2018

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide right of way support services for the East Bay Greenway (Lake Merritt BART to South Hayward BART) Project. The anticipated performance period is for an initial period of 18 months from June 2019 to December 2020, with options for up to 2 additional years of service.

This contract will be funded with VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds. As such, the Alameda CTC Local Business Contract Equity (LBCE) Program requirements will apply. The LBCE Program's goals for professional services are 70.0% for Local Business Enterprise (LBE) and 30.0% for Small Local Business Enterprise (SLBE).

Responses should be submitted in accordance with the requirements and instructions set forth in the Request for Proposals (RFP). The RFP documents have been posted on the RFP Web Page below. To sign up for optional email notifications of important updates regarding this RFP only, please use the Email Notifications and Pre-Proposal Meeting Registration Form below.

The Optional Pre-Proposal Meeting is scheduled for Tuesday, January 8, 2019, at 3:00 p.m. Pacific Time (PT); use the below Email Notifications and Pre-Proposal Meeting Registration Form to register to attend.

Email Notifications and

Pre-Proposal Meeting Registration Form: <https://goo.gl/forms/HyCnHDC4JkGloQYu1>

RFP Web Page: https://www.alamedactc.org/news_items/view/23868

Proposals are due on Friday, January 25, 2019, at 3:00 p.m. PT.

Should you have any questions, please email Amy Ho, the Sole Point of Contact for this RFP, at aho@alamedactc.org. Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Trinity Nguyen". The signature is fluid and cursive.

Trinity Nguyen
Director of Project Delivery

cc: E.W. Cheng, Senior Administrative Analyst
Amy Ho, Associate Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R19-0004

East Bay Greenway

(Lake Merritt BART to South Hayward BART)

Right of Way Support Services

Date Issued: Friday, December 14, 2018

Alameda County Transportation Commission

1111 Broadway, Suite 800

Oakland, California 94607

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INTRODUCTION

Alameda County Transportation Commission (Alameda CTC) is a joint powers agency which plans, funds and delivers a broad spectrum of transportation projects and programs to enhance mobility throughout Alameda County, as the successor to three previous agencies: Alameda County Transportation Authority (ACTA), Alameda County Transportation Improvement Authority (ACTIA) and Alameda County Congestion Management Agency (ACCMA).

ACTA was created by the approval of Measure B by Alameda County voters in November 1986. Measure B authorized the imposition of a half-cent sales and use tax in the County for a period of 15 years, the proceeds of which were principally reserved for highway improvements, local transportation improvements, and transit funding in the County.

In November 2000, prior to the expiration of the first Measure B, the Alameda County Board of Supervisors placed a new Measure B on the ballot and Alameda County voters approved the measure with 81.5% support. The 2000 Measure B authorized the extension of the collection and expenditure of a half-cent sales tax for a period of 20 years, in order to address major transportation needs and congestion in Alameda County. ACTIA was instituted to administer the new Measure B funds, as detailed in the 2000 Transportation Expenditure Plan, including contract oversight, policy direction, financing, investment management, and coordinating projects with regional transit and transportation agencies and other Project Sponsors.

Although ACTA stopped collecting sales taxes in 2002, the agency continued its function to complete certain unfinished projects. On June 24, 2010, the ACTA Board adopted a resolution to transfer all of ACTA's assets, responsibilities, functions and liabilities to ACTIA, effective on July 1, 2010, and to terminate ACTA following the completion of the transfer process.

ACCMA was created in 1991 by a joint powers agreement between Alameda County and all its incorporated cities. ACCMA's goals, duties and composition enabled the local government to better address the complex problem of traffic congestion. ACCMA was responsible for planning, programming, and coordinating Federal, State, and Regional funds for transportation projects within Alameda County.

One such planning effort by the ACCMA evolved into a capital project, the Sunol Smart Carpool Lane Project. The Sunol Smart Carpool Lane Joint Powers Authority (Sunol JPA) was created in February 2006, pursuant to a Joint Exercise of Powers Agreement between ACCMA, ACTIA and the Santa Clara Valley Transportation Authority. The Sunol JPA was formed to plan, design and construct, and then administer the operation of a value pricing HOV program on the Sunol Grade segment of Interstate 680 in Alameda and Santa Clara Counties. The Sunol JPA began project operations when the I-680 Southbound Express Lane was opened to traffic on September 20, 2010. The Sunol JPA will also operate the I-680 Northbound Express Lane when the facility is opened to the general public in the near future. Alameda CTC serves as the Managing Agency for the Sunol JPA.

In early 2010, ACTIA, ACCMA, the County of Alameda, the fourteen incorporated cities within Alameda County, the Bay Area Rapid Transit District (BART), and the Alameda-Contra Costa Transit District each took actions required to create a new joint powers agency known as the Alameda CTC, which combined the roles of ACCMA and ACTIA.

On June 24, 2010, the Boards of ACTIA and ACCMA gave the final approval required to create the Alameda CTC. After a transition period required to accomplish certain administrative matters, at the close of business on February 29, 2012, ACTIA and ACCMA were both terminated, and Alameda

CTC was designated as the successor to both agencies. Alameda CTC is responsible for all of the functions and responsibilities previously held by ACTA, ACTIA and ACCMA along with certain additional powers as described in the joint powers agreement establishing the Alameda CTC. Combining forces as Alameda CTC allowed ACTIA and ACCMA to eliminate redundancies and create efficiencies in planning, programs and project delivery and streamlined legislative, policy and funding efforts.

On January 23, 2014, Alameda CTC approved the 2014 Transportation Expenditure Plan. The 30-year Expenditure Plan will expand BART, bus and rail services within Alameda County, keep transit fares affordable for youth, seniors, and people with disabilities, provide traffic relief on city streets and highways using new technology, improve air quality, and create good quality, local jobs. On November 4, 2014, Alameda County voters approved Measure BB (supported by the 2014 Transportation Expenditure Plan), which will augment and extend the existing transportation sales tax (Measure B) and provide nearly \$8 billion to fund implementation of the 30-year Expenditure Plan. Alameda CTC is responsible for administering the 2014 Transportation Expenditure Plan, including contract oversight, policy direction, financing, investment management, and coordinating projects with regional transit and transportation agencies and other project sponsors.

General information about Alameda CTC can be obtained by visiting www.alamedactc.org.

SECTION I

1. GENERAL CONDITIONS

A. Governing Law

This RFP summarizes the applicable laws and governance; when in conflict, applicable State/Federal requirements shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing).

C. Rights of Alameda CTC

This RFP does not commit Alameda CTC to enter into a contract, nor does it obligate Alameda CTC to pay for any costs incurred in preparation and submission of the proposal in anticipation of a contract. Alameda CTC reserves the right to award contracts to one or more proposers pursuant to this RFP. Alameda CTC also reserves the right to transfer certain services covered by this RFP in-house, to be performed by staff.

Alameda CTC may investigate the qualifications of any proposer, require confirmation of information furnished by the proposer, and/or require additional evidence or qualifications to perform the work described in this RFP from any proposer.

Further, Alameda CTC reserves the right to do each of the following, in any manner necessary to serve the best interests of Alameda CTC and the citizens of Alameda County:

1. Reject any or all proposal submittals.
2. Cancel this RFP in whole or in part.
3. Issue one or more subsequent Requests for Qualifications and/or RFPs.
4. Postpone opening of proposals for its own convenience.
5. Remedy technical errors in the RFP process.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Waive informalities and irregularities in any proposal.
8. Request additional information from proposer.
9. Issue Addenda to this RFP.

D. Work Scope Modifications

Alameda CTC reserves the right to request changes to staff and/or scope of work proposed in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

E. Pre-Award/Post-Award Audit

Alameda CTC reserves the right to perform pre-award and/or post-award audits.

The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with the auditors is expected. The pre-award audit recommendations shall be incorporated into the contract.

If Alameda CTC permits the contract to be awarded based on a post-award audit requirement, the proposer shall agree to the following contract language below:

CONSULTANT acknowledges that this AGREEMENT and the cost proposal are subject to a post award audit. Based on any post award audit recommendations, the cost proposal and/or the total compensation figure shall be adjusted to conform to the audit recommendations. CONSULTANT acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this AGREEMENT. Refusal by CONSULTANT to incorporate interim audit or post award recommendations will be considered a breach of the AGREEMENT and cause for termination of the AGREEMENT.

F. Conflict of Interest

By submitting a proposal, proposer represents and warrants that, for the term of the resulting contract, no member, officer or employee of Alameda CTC, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in any such contract or any direct or material benefit arising therefrom, as defined in California Government Code Sections 1090 et seq. and 87100 et seq. Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

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

Proposers must provide a list of any potential conflicts of interest in working for Alameda CTC. This must include, but is not limited to, a list of your firm's clients who are cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

On the contract resulting from this RFP, consultant key team members may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at www.fppc.ca.gov/Form700.html.

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 Alameda CTC 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 Alameda CTC; 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 subconsultant or vendor on any work related to this RFP if the subconsultant or vendor, or any employee of the subconsultant or vendor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

If, at any time during the term of the contract resulting from this RFP, the consultant becomes aware of an organizational conflict of interest in connection with the work performed under such contract, the consultant shall immediately provide Alameda CTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The consultant shall immediately notify Alameda CTC of any organizational conflict of interest, whether actual or apparent, in connection with any political campaign activities engaged by or involving its firm that is, or may be, related to and/or otherwise impact: the Alameda CTC, its governing body, its projects and programs and/or its delivery of such project and programs. The consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

G. Levine Act – Government Code Section 84308

As part of the Fair Political Practices Act that applies to elected officials who serve on appointed bodies such as the Alameda CTC Commission, the Levine Act prohibits any Alameda CTC Commissioners or Alternates who have received more than \$250 within the previous twelve months from an applicant from participating in or influencing the decision on awarding a contract with Alameda CTC. The Levine Act also requires a Commissioner or Alternate who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Commissioners are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before Alameda CTC or for three months following the date of a final decision concerning the contract.

Applicants must disclose on the record any contribution of more than \$250 which they have made to any Alameda CTC Commissioner or Alternate within the twelve-month period preceding submission of their proposal. This duty applies to your company, any member of your team, any agents for you or other team members, and the major shareholders of any closed corporation, which are part of your team.

If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) to Alameda CTC's Executive Director. This information must be included in Levine Act Statement ([Appendix C](#)) in the submitted proposal.

H. Public Contract Code

In accordance with Public Contract Code Section 10162, the proposer shall complete a Public Contract Code Statement and Questionnaire. See the Public Contract Code ([Appendix C](#)).

I. Public Records

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.) unless exempt by law. The proposals will remain confidential until any resulting contract has been awarded and executed. Each proposer should give specific attention to the identification of those portions of its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by Alameda CTC under the Act.

If Alameda CTC receives a request pursuant to the Public Records Act for information marked by the proposer as “Trade Secret” or “Business Secret,” and the requester takes legal action seeking release of the materials it believes do not constitute trade secret information, by submitting a proposal, proposer agrees to indemnify, defend and hold harmless Alameda CTC, its officers, agents and employees, from any judgment, fines, penalties, and award of attorney’s fees awarded against the Alameda CTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Alameda CTC’s award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in the Alameda CTC’s possession, which includes a minimum retention period for such documents.

Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.

J. Withdrawal of Proposal Submittal

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Sole Point of Contact identified in [Section II.1.D](#) (Sole Point of Contact) a written request for withdrawal signed by, or on behalf of, the proposer’s binding official as identified in the [Section II.2.B](#) (Letter of Transmittal) included within the proposal.

K. Proposal Protest Procedure

A proposer who submits, or who plans to submit, a proposal may protest pursuant to the protest procedures applicable to this RFP in accordance with this **Section I.1.K**. Any attempted protest which fails to comply with this section shall be deemed to be an invalid protest and automatically denied.

1. Protests based on the content of the RFP shall be filed with the Sole Point of Contact within five (5) calendar days after the RFP is issued. Alameda CTC shall issue a written decision on the protest prior to opening the proposals.
2. Protests alleging a denial of due process or fundamental unfairness in the determination of the short list of most qualified firms shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
3. Protests alleging a denial of due process or fundamental unfairness in the determination of the top-ranked firm for contract award shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
4. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
5. If a protest is timely filed with the Sole Point of Contact, Alameda CTC staff (potentially including consultants to Alameda CTC) will promptly initiate an investigation of the grounds of the protest. All proposers shall cooperate with any inquiries from Alameda CTC’s staff and consultants relating to the protest.
6. At the conclusion of its investigation, Alameda CTC staff shall prepare a written report, including a decision regarding the disposition of the protest, and provide a copy of such report to the protestor. The staff decision shall be final and conclusive unless the protestor requests a hearing pursuant to Item 7 below within five (5) calendar days after issuance of the report.

7. In the case of protests based on the content of the RFP (Item 1 above), protesters may request to appear and be heard before the Programs and Projects Committee (PPC) and/or the Commission prior to the opening of proposals. In the case of protests alleging a denial of due process or fundamental unfairness in the selection process (Items 2 and 3 above), protesters may request to appear and be heard before one or more of the following, as determined by the Chair of the Commission in his or her discretion: (i) the Chair and/or Vice-Chair of the Commission, (ii) the PPC and/or the Commission, or (iii) a committee appointed by the Chair of the Commission. The individual or body conducting the hearing shall make a determination and take final action on the protest.

L. Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, gender, sexual orientation, gender identity, gender expression, age, religion, creed, national origin, ancestry, physical handicap, medical condition, genetic information, military/veteran status, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of proposer non-compliance, Alameda CTC may cancel, terminate or suspend the contract in whole or in part. Proposer may also be declared ineligible for further contracts with Alameda CTC.

Proposer and its subconsultants shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, creed, sex, gender, sexual orientation, gender identity, gender expression, age, genetic information, military/veteran status, ancestry, physical handicap, medical condition, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its subconsultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

M. Subconsultants

1. Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relation between Alameda CTC and any subconsultants, and no subcontract shall relieve the proposer of his/her responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to Alameda CTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer's obligation to pay its subconsultants is an independent obligation from Alameda CTC's obligation to make payments to the proposer.
2. Any subcontract in excess of \$25,000, entered into as a result of this RFP, shall contain all the provisions stipulated in this RFP and resulting contract to be applicable to subconsultants.
3. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the proposer by Alameda CTC.
4. Any substitution of subconsultants must be approved in writing by Alameda CTC's Project Manager in advance of assigning work to a substitute subconsultant.

N. Iran Contracting Act

Pursuant to California Public Contract Code Sections 2200 et seq. (Iran Contracting Act of 2010), a proposer for a contract equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission, that such proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Proposer shall complete, sign and submit the Iran Contracting Act Certification ([Appendix C](#)).

O. Prevailing Wage and Department of Industrial Relations Registration Requirements

Work deemed to be “public works” under California law are subject to the prevailing wage requirements pursuant to the California Labor Code and will be subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Further, both the prime consultant and any member of the consultant team required to hold a contractor’s license to perform the work assigned to that team member must be registered with the DIR pursuant to Labor Code Sections 1725.5 and 1770 et seq. prior to submittal of any proposal. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to the Labor Code. Proof of such required registration for both the prime consultant and the specific team member holding the contractor’s license must be submitted with the proposal.

Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the DIR website at the following links:

- DIR FAQ: www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- DIR Wage Determinations: www.dir.ca.gov/oprl/DPreWageDetermination.htm

2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Alameda CTC’s standard form professional services contract. The Alameda CTC Sample Professional Services Contract is available on the Alameda CTC website at www.alamedactc.org/app_pages/view/10614 and is incorporated herein as if attached. Alameda CTC reserves the right to substitute and/or modify the Alameda CTC Sample Professional Services Contract prior to contract execution with acceptance by both parties.

A. Exceptions to the Alameda CTC Sample Professional Services Contract

As noted above, proposers shall be prepared to accept the terms and conditions of Alameda CTC’s standard form contract. If a proposer desires to take exception to the terms of the standard form contract, the proposer shall provide the following information as a section of the proposal identified as Exceptions to the Alameda CTC Sample Professional Services Contract Form ([Appendix C](#)):

1. Proposer shall clearly identify each proposed change to the contract, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

Only exceptions that are included in the submitted proposals will be considered. No additional exceptions after proposal submissions will be considered during contract negotiations. Substantial exceptions to the contract may be determined by Alameda CTC, at its sole discretion, to be unacceptable and Alameda CTC will proceed with negotiations with the next highest ranked firm. See [Section II.3.F](#) (Award).

B. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in Alameda CTC's standard professional services contract including any revisions.

C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in [Appendix E](#) (Insurance Requirement Form). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in [Appendix E](#), within five (5) days of Alameda CTC's notice to firm that it is the successful proposer. Such insurance shall add Alameda CTC and its respective officers, employees and agents, as additional insured. Requests for waivers to Alameda CTC's insurance requirements should be submitted with the proposal using the form provided in [Appendix E](#). Alameda CTC will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

D. Cooperation

After contract award, the selected consultant shall carry out the instructions as received from Alameda CTC, which may include cooperation with Alameda CTC staff and members of its governing body (the Commission).

E. Identification of Documents

All reports and other documents completed as part of the resulting contract shall recognize the appropriate participating funds. Specific details will be provided to the successful proposer.

3. LOCAL BUSINESS CONTRACT EQUITY PROGRAM

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds, so consequently Alameda CTC's Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for award of professional service contracts to firms located within Alameda County. For professional services, the LBCE Program has a Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%. Further details regarding this program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/app_pages/view/4543, as well as lists of all currently certified LBE, SLBE, and Very Small Local Business Enterprise (VSLBE) firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice for payment.

Alameda CTC's Certification Team is available to assist firms in meeting the LBE and SLBE goals:

Contact:	Certification Team	Mailing Address:	Alameda CTC
Telephone:	(510) 208-7460		c/o Certification Team
Fax:	(510) 893-6489		1111 Broadway, Suite 800
Email:	certification@alamedactc.org		Oakland, California 94607

All questions regarding certification should be directed to the Certification Team. Alameda CTC, upon the recommendation of the Certification Team, shall determine if the applicant meets the certification requirements. Certification applications should be submitted to the Certification Team at the above address. All firms utilized to meet an LBE and/or SLBE goal must be certified by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE and/or SLBE certification will not be accepted with the proposal.

SECTION II

1. RFP INFORMATION

A. RFP Description

Alameda CTC intends to retain a professional services consultant or consultant team to provide Right of Way Support Services for the East Bay Greenway: Lake Merritt BART to South Hayward BART Project (Project). Alameda CTC is the project sponsor for the Project, which proposes to construct a bicycle and pedestrian facility that will generally follow the BART alignment for a distance of 16 miles and traverse the cities of Oakland, San Leandro, and Hayward as well as the unincorporated communities of Ashland and Cherryland. The Project connects seven BART stations as well as downtown areas, schools, and other major destinations.

As the lead agency for California Environmental Quality Act (CEQA), Alameda CTC adopted the Initial Study/Mitigated Negative Declaration (IS/MND) in March 2018. The corresponding National Environmental Policy Act (NEPA) Categorical Exclusion (CE) was approved by Caltrans in November 2018.

The Union Pacific Railroad (UPRR) Oakland Subdivision, an active freight rail line, is within the project footprint from south of 47th Avenue in Oakland to the South Hayward BART station in Hayward, a stretch of approximately 12 miles. The UPRR right-of-way (R/W) availability has the most impact on the final Project features. The environmental documents addressed both options below:

- Rail-to-Trail option assumes that the Oakland Subdivision would no longer have active rail service and the full R/W is available for the Project. Under this option, existing railroad bridge structures at creeks and major roadways could be retrofitted as trail crossings, surplus R/W not needed for the trail could be repurposed for other uses, and the trail cross section could be designed in an unconstrained manner.
- Rail-with-Trail option assumes that the Oakland Subdivision remains active and a trail is constructed in the corridor alongside the rail. The rail-with-trail option would meet all California Public Utilities Commission (CPUC) requirements for setbacks and assumes that fencing to separate trail users from an active rail line would be provided. The rail-with-trail assumes the minimum possible encroachment into UPRR R/W possible while still constructing a continuous facility in the BART/UPRR corridor.

Alameda CTC seeks to secure the full UPRR Oakland Subdivision R/W with a goal to achieve the Rail-to-Trail option, and the selected consultant is expected to provide R/W services for such option only. Based on preliminary analysis, the Rail-to-Trail option is anticipated to require (i) full acquisition of one hundred nineteen (119) UPRR parcels, (ii) partial acquisition of one (1) privately owned parcel (SBMANN5 LLC), which appears to have been previously owned by UPRR, and (iii) easements of nineteen (19) BART parcels. The foregoing is being provided for informational purposes only and the selected consultant must analyze and verify, among other things, the ownership and number of the aforementioned parcels.

Alameda CTC has held informational discussions with UPRR about its facilities and related R/W. Alameda CTC is leading project development and implementation for the Project with the expectation that the local jurisdictions – the Cities of Oakland, San Leandro, Hayward, and Alameda County – will be the eventual R/W owners.

B. Scope of Work

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The anticipated period of performance for this contract will be for an initial period of 18 months, from June 2019 to December 2020, with the option to continue for 2 additional years of service through December 2022.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on specific rates of compensation and/or lump sum by task, but is subject to the terms and conditions established as a result of negotiations.

C. Reference Materials

Refer to [Appendix B](#) for reference materials (e.g., project reports, maps, diagrams, etc.).

D. Sole Point of Contact

Email inquiries (where permissible under the terms of this RFP) and proposal submissions shall be directed to the Sole Point of Contact. The Sole Point of Contact for all purposes of this procurement is as follows:

Name:	Amy Ho	Email:	aho@alamedactc.org
Title:	Associate Administrative Analyst	Mailing Address:	Alameda CTC
Telephone:	(510) 208-7438		1111 Broadway, Suite 800
Fax:	(510) 836-2185		Oakland, California 94607

E. Pre-Proposal Meeting (Optional)

An optional, but recommended, pre-proposal meeting will be held at the Alameda CTC offices located at 1111 Broadway, Suite 800, Oakland, California as indicated in [Table 1](#) (RFP Schedule).

Prospective proposers do not have to attend this pre-proposal meeting in order to submit a proposal to this RFP; however, attendance by potential proposers and subconsultants is highly recommended and strongly encouraged.

Consultants planning to attend are requested to register for the pre-proposal meeting using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP by 5:00 p.m. the day prior to the pre-proposal meeting.

F. Addenda/Clarifications

It is the proposer’s responsibility to check for and review all addenda issued and posted by Alameda CTC on the RFP Web Page identified in the cover letter of this RFP. Proposers may sign up for email notifications of important updates about this RFP, as well as register for the pre-proposal meeting, using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.

Explanations or clarifications desired by potential proposers regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R19-0004.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

Any reference in this RFP to a specific time shall refer to Pacific Time. All dates and times are subject to change at the discretion of Alameda CTC.

TABLE 1: RFP SCHEDULE

ACTIVITY	DATE/TIME
RFP issued.	December 14, 2018
Optional Pre-Proposal Meeting held at Alameda CTC offices. By 5:00 p.m. the day before the meeting, please register using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.	January 8, 2019 3:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	January 9, 2019 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.	January 17, 2019
Due Date for Proposal and References Forms. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References Forms must be submitted by references directly to the Sole Point of Contact via email.	January 25, 2019 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	February 27, 2019
Interviews, if necessary.	March 12, 2019
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	March 18, 2019
Anticipated Contract Commencement.	June 21, 2019

2. PROPOSAL CONTENT AND FORMAT

A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): four (4) hard copies of the complete proposal, along with electronic files of the complete proposal in source (e.g., DOC/DOCX or RTF) **and** PDF formats.
- **Cost Proposal** (**sealed separately** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in [Section II.2.E.5](#)): One (1) hard copy of the complete cost proposal, along with electronic files of the complete proposal in source (i.e., XLS/XLSX) **and** PDF formats.

Electronic files may be submitted on CD or USB flash drive. Proposers who submit their proposals by mail should allow sufficient mailing and internal delivery time to ensure timely receipt by the Alameda CTC. Late submittals will not be accepted. Submissions transmitted by facsimile or email will not be accepted.

The hard copies, the CD or USB flash drive, and a separate sealed cost proposal envelope, must be submitted in a sealed envelope or container—stating, on the outside, the proposer’s name, address, telephone number; the RFP number and title; and proposal due date—and delivered to the Sole Point of Contact at the mailing address identified in [Section II.1.D](#) (Sole Point of Contact).

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” paper with at least 1” margins, using a single method of fastening. The font requirement applies to all text except for charts, tables and graphs. When appropriate, double-sided printing is encouraged. Graphs, diagrams or organizational charts could be shown on 11” x 17” paper. 11” x 17” paper will be counted as two pages per side or four pages if double-sided. Proposals shall not exceed 12 pages (6 if double-sided), excluding sections or content as indicated in Table 2: Page Limit Requirements. Proposal content and completeness are most important. Clarity, organization, and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposals should only contain relevant information pertaining to the response of this RFP; marketing materials should not be included, unless appropriate. When organizing required forms and certifications, please collate by form type rather than by firm; e.g., an appendix for Public Contract Code forms from all firms in alphabetical order by firm name.

TABLE 2: PAGE LIMIT REQUIREMENTS

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E) (Exceptions listed below)	✓
Proposal Content (Section II.2.E) (Exceptions to page limit) <ul style="list-style-type: none"> • Resources Form (Appendix F) • Cost Proposal (Section II.2.E.5) 	–
Performance Measures (Section II.2.F)	✓
Required Forms and Certifications (Section II.2.H)	–

Resumes	– Note: Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
Design Samples (Optional and as applicable)	–
Writing Samples (Optional and as applicable)	–

B. Letter of Transmittal

An officer authorized to bind the proposer’s firm must sign the transmittal letter. The transmittal letter must include the following content and language:

1. List of the project team, including proposer and all subconsultants and/or vendors, if any, and detail any proposed joint venture arrangements such as revenue/profit sharing:
 - a. *Company (LBE, SLBE, and/or VSLBE status, if any) – arrangements detail (if any)*
2. Selection Process Lead (the primary point of contact during the selection process):
 - a. *English honorific prefix (e.g., Mr./Ms.), Name, Title*
 - b. *Mailing address*
 - c. *Telephone number*
 - d. *Email address*
3. This letter is signed by an officer that is authorized to bind the proposer’s firm contractually:

This proposal is a binding offer to contract with Alameda CTC according to the requirements of this RFP for a period of one hundred twenty (120) days from the proposal due date.

C. Title Page

The title page must include the RFP number and title, the proposer’s firm and contact information (local address and telephone number), contact person and contact information (name, email, and telephone number), and the date.

D. Table of Contents

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

E. Proposal Content

Proposals must contain the following sections:

1. **Understanding the Required Scope of Work.** By presentation of a well-conceived work plan, this section of the proposal shall (i) establish that the proposer understands Alameda CTC’s objectives and work requirements and (ii) describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “optional tasks” in this section and should also be included as separate line items in the cost proposal.
 - a. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include any underlying assumptions.

- b. Provide a timetable for completing all work specified in [Appendix A](#) (Required Scope of Work, Deliverables and Staffing).
 - c. Demonstrate understanding of the key risks and challenges for delivering the project, and discuss risk mitigation measures.
 - d. Identify key deliverables.
2. **Expertise.** This section shall describe how your firm’s expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, areas of consideration, and the rationale for the implementation approach.
 - a. Provide representation of work performed by your firm that are similar in nature to this project or elements of this project.
 - b. Discuss specific qualifications and technical expertise of the firm.
 - c. Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of services and which may not have been specifically stated in this RFP.
 - d. Provide overall comprehensive approach for implementing and managing the full Scope of Work.
3. **Management Plan.** This section shall describe methods of project management.
 - a. Describe methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and how the team will provide up-to-date and accurate information to Alameda CTC for the duration of the contract.
 - b. Describe how management of the team members and subconsultants will be handled. Discuss management of budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Staffing Plan and Availability.** This section shall include an organizational chart and identify key team members and the firm(s) associated with such team members.
 - a. Describe the qualifications and expertise of the proposed team, including all subconsultants, in providing services for clients comparable to Alameda CTC. Full resumes may be included in the proposal appendices with the expectation that key personnel will remain the same throughout the duration of the contract.
 - b. Proposers must also complete a Resources Form ([Appendix F](#)) and include as a proposal appendix.
5. **Cost Proposal.** Proposer shall submit, in hard copy and electronic files (i.e., XLS/XLSX and PDF formats), the following in one separately sealed envelope clearly labeled “Cost Proposal Attachment,” per all requirements of Cost Proposal Requirements Certification ([Appendix D](#)):
 - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
 - The budget should include an estimate of hours for each task and subtask, for all team members, along with their billing rates.
 - **Billing rates must be broken down into direct salary, fringe, overhead, and profit rates, if any.** Note that the profit and escalation rates for this contract may not exceed 8% and 3%, respectively.

- **Non-labor expenses (direct expenses) must be itemized and broken down to show quantity and unit price.**
- b. Provide cost breakdown by subconsultants, if any, and goal attainability, based on current certification at time of proposal submission.
- The LBCE worksheet of the cost proposal, consistent with the Breakdown of Costs and Expense Detail worksheets, will be the basis for determining the percentage of participation toward each goal, excluding costs for any optional task(s) and/or phase(s).
 - Only the value of the work actually performed by LBE, SLBE and/or VSLBE firms will be counted towards the applicable goals. **Alameda CTC will count expenditures to LBE, SLBE and/or VSLBE firms that perform a Commercially Useful Function per the proposal.** This includes the cost of equipment, supplies, and materials.
- c. Any additional tasks that are not specifically requested in the RFP must be clearly described as “optional tasks” and shown as On-Call Tasks line items.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of payment will be based on specific rates of compensation and/or lump sum by task, but is subject to the terms and conditions established as a result of negotiations.

Additionally, prior to award of a contract, the successful proposer may be required to submit the firm’s most recent complete financial statements, including footnotes and auditor’s opinion or other financial instrument that would establish the firm’s ability to complete the obligations of the contract resulting from this solicitation.

F. Performance Measures

Provide a list of proposed performance measures that could be used during the course of the contract for Alameda CTC to evaluate the firm’s deliverables and services performed. If selected, these will be negotiated with Alameda CTC during contract negotiations and final performance measures will be incorporated into a professional services contract.

G. References

Using the References Form ([Appendix C](#)), for each key staff member, provide a minimum of three (3) references related to previous projects similar to this project, or elements of this project, on which the key staff member had significant involvement within the past five (5) years. No more than one (1) of the minimum three (3) required references shall be from Alameda CTC. Project fact sheets and resumes may be provided in an appendix to the proposal and will not count toward the page-count limit.

The References Form is available at the RFP Web Page identified in the cover letter of this RFP and is incorporated herein as if attached. No modification to the form is allowed, other than entering the information requested. The prime proposer shall complete Part A of the References Form and include with its proposal in hard copy and electronic files.

The proposer is responsible for communicating to the referenced party the instructions and requirements for this process as outlined in this RFP, including the deadline for which References Forms are due to the Sole Point of Contact via email, as indicated in [Table 1](#) (RFP Schedule).

H. Forms and Certifications

Proposers **must** provide completed forms in their submittal as required in Table 3 and the RFP [Appendices](#). Please collate by form type rather than by firm; e.g., an appendix for Public Contract Code forms from all firms in alphabetical order by firm name.

TABLE 3: REQUIRED FORMS AND CERTIFICATIONS

FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUB- CONSULTANT
LBE, SLBE, and/or VSLBE Certification(s) – Proof of certification	–	✓	✓
Public Works Contractor (PWC) Registration(s) with DIR – Proof of registration	–	✓	✓
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Iran Contracting Act Certification	–	✓	✓
Appendix C – Levine Act Statement	–	✓	✓
Appendix C – Public Contract Code	–	✓	✓
Section II.2.G – References Form	–	✓	If Applicable
Appendix C – Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages); required if applicable	✓	✓	✓
Appendix C – Cost Proposal Form B in its entirety: <ul style="list-style-type: none"> • Breakdown of Costs • Expense Detail (Direct Expenses) • Summary • LBCE • Prime Consultant and Subconsultant Contact Information 	✓	✓	Include in Prime Consultant’s Cost Proposal Form B.
Appendix C – Caltrans LAPM Exhibit 10-K (Annual Certification of Indirect Costs and Financial Management System)	✓	✓	✓
Appendix D – Cost Proposal Requirements Certification	–	✓	–
Appendix E – Insurance Requirement Form	–	✓	✓
Appendix F – Resources Form in its entirety: <ul style="list-style-type: none"> • Key Staff Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	Include in Prime Consultant’s Resources Form.

3. PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness

Alameda CTC staff, in consultation with the Alameda CTC legal counsel if deemed necessary, will conduct an initial review of the proposals for general responsiveness and compliance with

requirements of this RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

Any proposal that does not include enough information to permit the Selection Review Panel to rate the proposals in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in [Section II.2](#) (Proposal Content and Format), may be considered complete and generally responsive, if evaluation in every criterion is possible.

Alameda CTC reserves the right to request additional information from **responsible and responsive** proposers prior to evaluation.

B. Proposal Evaluation

A Selection Review Panel, which may be comprised of staff from Alameda CTC and representatives from outside agencies, will evaluate responsive proposals. The Selection Review Panel will then establish a short list of the most qualified firms based on the following Proposal Criteria, and schedule interviews with the firms on the short list, if deemed necessary.

C. Proposal Criteria – 100 Points Possible

The result of the selection process will be a recommendation that Alameda CTC award the contract to the top-ranked proposer, as determined by the Selection Review Panel. The following criteria and point system will be used to evaluate the proposals:

TABLE 4: PROPOSAL CRITERIA

CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work. Understanding of the RFP objectives, project needs, appropriate deliverables, timetable in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	30
2. Expertise. Qualifications and technical expertise of the proposer in performing related work; proposer’s experience in working with public agencies and familiarity with the related process; and method of approach.	35
3. Management Plan. Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	10
4. Staffing Plan and Availability. Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team; and key personnel’s level of involvement in performing related work. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	15
5. Ability to Meet or Exceed Applicable LBE and SLBE Goals – As further described in Section I.3 (Local Business Contract Equity Program) this RFP and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s). Such excluded costs for any optional tasks may be shown as On-Call Tasks/Deliverables line items in the submitted Cost Proposal Form B.	10 (5 for each goal)

	Total:	100
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D. Proposer Interviews

Based on the initial technical scoring of the proposals, Alameda CTC, at its discretion, may select proposers from the short list for an interview. Final scoring to select the top-ranked proposer will be based on the interview criteria below and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the scoring of the technical proposals. The principal-in-charge and key team members should plan to attend the interview.

E. Proposer Interview Criteria – 100 Points Possible

The interview, if applicable, will be evaluated by a Selection Review Panel using the following criteria and point system:

TABLE 5: INTERVIEW CRITERIA

CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work.	25
2. Expertise.	30
3. Management Plan.	5
4. Staffing Plan and Availability.	10
5. Effectiveness of Interview. Overall interview discussions and presentation.	20
6. Ability to Meet or Exceed Applicable LBE and SLBE Goals , as further described in Section I.3 ; the percentage of participation toward each goal will be as calculated under Section II.3.C (Proposal Criteria).	10 (5 for each goal)
Total:	100

F. Award

The selection of the consultants shall be fair, open, and competitive using a qualifications-based selection process, and will be based on clearly stated objectives identified in this RFP and on demonstrated competence, professional qualifications, experience, and capabilities to perform the required scope of services identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing). Proposals will be evaluated and scored for accuracy and completeness of submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the highest ranked proposers based on the final scoring from the Proposer Interview Criteria in [Section II.3.E](#) and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the scoring of the technical proposals. The top-ranked firm may be required to submit a revised cost proposal and/or technical or other revisions to its proposal as a result of negotiations with Alameda CTC. If negotiations with the top-ranked proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest ranked proposer from the proposal list, and so forth until a proposer is selected.

APPENDICES

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A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING

Background

Alameda CTC is the project sponsor for the East Bay Greenway: Lake Merritt BART to South Hayward BART Project (Project). The Project proposes to construct a bicycle and pedestrian facility that will generally follow the BART alignment for a distance of 16 miles and traverse the cities of Oakland, San Leandro, and Hayward as well as the unincorporated communities of Ashland and Cherryland. The Project connects seven BART stations as well as downtown areas, schools, and other major destinations.

As the lead agency for California Environmental Quality Act (CEQA), Alameda CTC adopted the Initial Study/Mitigated Negative Declaration (IS/MND) in March 2018. The corresponding National Environmental Policy Act (NEPA) Categorical Exclusion (CE) was approved by Caltrans in November 2018.

The Union Pacific Railroad (UPRR) Oakland Subdivision, an active freight rail line, is within the project footprint from south of 47th Avenue in Oakland to the South Hayward BART station in Hayward, a stretch of approximately 12 miles. The UPRR R/W availability has the most impact on the final Project features. The environmental documents addressed both options below:

- Rail-to-Trail option assumes that the Oakland Subdivision would no longer have active rail service and the full R/W is available for the Project. Under this option, existing railroad bridge structures at creeks and major roadways could be retrofitted as trail crossings, surplus R/W not needed for the trail could be repurposed for other uses, and the trail cross section could be designed in an unconstrained manner.
- Rail-with-Trail option assumes that the Oakland Subdivision remains active and a trail is constructed in the corridor alongside the rail. The rail-with-trail option would meet all California Public Utilities Commission (CPUC) requirements for setbacks and assumes that fencing to separate trail users from an active rail line would be provided. The rail-with-trail assumes the minimum possible encroachment into UPRR R/W possible while still constructing a continuous facility in the BART/UPRR corridor.

Alameda CTC seeks to secure the full UPRR Oakland Subdivision R/W with a goal to achieve the Rail-to-Trail option, and the selected consultant is expected to provide R/W services for such option only. Based on preliminary analysis, the Rail-to-Trail option is anticipated to require (i) full acquisition of one hundred nineteen (119) UPRR parcels, (ii) partial acquisition of one (1) privately owned parcel (SBMANN5 LLC), which appears to have been previously owned by UPRR, and (iii) easements of nineteen (19) BART parcels. The foregoing is being provided for informational purposes only and the selected consultant must analyze and verify, among other things, the ownership and number of the aforementioned parcels.

Alameda CTC has held informational discussions with UPRR about its facilities and related R/W. Alameda CTC is leading project development and implementation for the Project with the expectation that the local jurisdictions – the Cities of Oakland, San Leandro, Hayward, and Alameda County – will be the eventual R/W owners.

Scope of Services

The R/W Consultant shall manage and prosecute all property acquisition activities for the East Bay Greenway project. The preliminary scope of work is expected to include the components as summarized below. The R/W Consultant is expected to expand on the summary scope by

incorporating its expertise with regard to the proposed approach and methods, to develop a complete and cohesive scope of work encompassing these four components:

- Project Management
- R/W Engineering
- Appraisals
- Negotiations and Acquisition (Optional Task)

Task 1 Project Management

- a. Contract Administration:
 - i. Prepare and submit monthly progress reports and invoices.
 - ii. Manage contract costs and resources.
- b. Project Control:
 - i. Prepare a schedule on a quarterly or as-needed basis.
 - ii. Maintain project records.
- c. Project Communications
 - i. Coordinate with the Alameda CTC directors, project manager, and legal counsel regarding statutes, processes, procedures and responsibilities, legal reviews, communication flows, and contract signatories.
- d. Project Meetings:
 - i. Prepare and submit correspondence and memos, including meeting minutes.
 - ii. Support and prepare materials as may be requested for meetings beyond those dictated as part of the delivery process including but not limited to: Alameda CTC Committee and or Commission meetings, Advisory Committees, and other stakeholders meetings.

Task 2 R/W Engineering

- a. Collect and analyze all record data, title reports, and field evidence required to develop the R/W Base Map. Perform thorough research to locate all relevant survey and land-net field survey, boundary analysis, determination, and delineation.
- b. Prepare a Land Net Map depicting the condition of existing property ownership boundaries, lines, and monuments.
- c. Create Appraisal Maps and other R/W Maps as deemed necessary.
- d. Prepare Plat Maps and Legal Descriptions.

Task 3 Appraisals

- a. Prepare Appraisals in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; Uniform Standards of Professional Appraisal Practice (USPAP) requirements; 49 CFR Part 24 and the Caltrans Right of Way Manual.
- b. Appraisal Review: All reviews must be conducted in accordance to professional standards, Uniform Standards of Professional Appraisers Practice (USPAP), and all applicable laws and regulations. The review appraiser must prepare a summary of the

appraisal process and provide comments regarding any omissions or problems with the reports such as lack of reasonable support for the appraisal conclusions.

Task O1: Negotiations and Acquisition

- a. Oversee the acquisition process in coordination with Alameda CTC legal counsel.
- b. Confer with the property owner to present offers to acquire, follow up regarding status, and negotiate settlements. This cycle will be repeated if appropriate to address issues and counter offers.
- c. If an administrative settlement appears to be prudent, prepare a settlement memorandum reviewing the issues and proceed to closing, including an Alameda CTC certificate of acceptance.
- d. Establish a process of coordinating escrow closings and reviewing escrow instruction and make every reasonable effort to acquire property expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated.
- e. Compile necessary R/W documentation such as R/W contracts, orders for prejudgment possession, diary notes, R/W sufficiency forms, agreements for possession and uses, and deeds.

B. REFERENCE MATERIALS

The following information and documents related to this RFP are incorporated herein as if attached:

1. Project Fact Sheets
https://www.alamedactc.org/files/managed/Document/21246/1457001_East-Bay_Greenway_LakeMerritt_SouthHayward.pdf
2. Final Initial Study and Mitigated Negative Declaration (IS/MND) including Concept Design Plans
https://www.alamedactc.org/files/managed/Document/23879/EBGW_Final_ISMND_March_2018.pdf
3. Final Categorical Exclusion (CE)
https://www.alamedactc.org/files/managed/Document/23962/6480010_CE.pdf

C. REQUIRED FORMS INCORPORATED BY REFERENCE

The following forms are required unless noted otherwise, incorporated herein as if attached, and available at www.alamedactc.org/app_pages/view/10614:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Iran Contracting Act Certification Form
3. Levine Act Statement Form
4. Public Contract Code Statement Form
5. References Form
6. Cost Proposal Form B
7. Caltrans LAPM Exhibit 10-H4 (Cost Proposal for Prevailing Wages, if applicable)
8. Caltrans LAPM Exhibit 10-K (Annual Certification of Indirect Costs and Financial Management System)

D. COST PROPOSAL REQUIREMENTS CERTIFICATION

IF PROPOSER IS UNABLE TO PROVIDE THE DOCUMENTS LISTED BELOW, PROPOSER SHOULD **NOT** SUBMIT A PROPOSAL TO ALAMEDA CTC.

1. Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages; see [Appendix C](#)) for prime consultant and all subconsultants.
2. Cost Proposal Form B (see [Appendix C](#)) for prime consultant and all subconsultants, completed in its entirety, as applicable.
3. Caltrans LAPM Exhibit 10-K (Annual Certification of Indirect Costs and Financial Management System; see [Appendix C](#)) for prime consultant and all subconsultants. The 2017 Fiscal Year End (FYE) Indirect Cost Rate (ICR) must be submitted unless the 2018 FYE ICR is available.
4. List of all subconsultants and/or vendors with contact information, including: (a) firm name (LBE, SLBE, and/or VSLBE status); (b) contact name, title; (c) mailing address; (d) telephone number; and (e) email address.

All forms and documents are available at or from the RFP Web Page identified in the cover letter of this RFP and are incorporated herein as if attached.

PLEASE CERTIFY THAT THE COST PROPOSAL ATTACHMENT COMPLIES WITH THE REQUIREMENTS LISTED ABOVE BY PROVIDING THE PROPOSER’S AUTHORIZED SIGNATURE BELOW:

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

E. INSURANCE REQUIREMENT FORM

Part A – Minimum Insurance Coverages

The selected consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract, placed with insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better.

Yes (✓)	<p>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of Alameda CTC’s notice to firm that it is the successful proposer.</p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of the selected consultant and its officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee’s defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>Alameda CTC, Sunol JPA*, BATA*, FHWA*, CHP*, MTC*, Caltrans* and their respective commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from the consultant’s operations. (*If applicable)</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by the selected consultant and its officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.</p> <p>Alameda CTC, Sunol JPA*, BATA*, FHWA*, CHP*, MTC*, Caltrans* and their respective commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from the consultant’s operations. (*If applicable)</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.</p>
—	<p><u>Workers’ Compensation Insurance</u> in the amount required by the applicable laws, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of the selected consultant’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of Alameda CTC. Such Workers Compensation & Employers Liability may be waived, if, and only for as long as, the consultant is a sole proprietor with no employees.</p>
—	<p><u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, the selected consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the selected consultant and any work performed or conducted by any subconsultant working for or performing services on behalf of the consultant. No contract or contract between the selected consultant and any subconsultant shall relieve the consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the consultant and any subconsultant working on behalf of the consultant on the project.</p>

Deductibles: Any deductibles or self-insurance retentions over **\$50,000** are subject to the approval of Alameda CTC.

Notice of Termination: All policies shall provide that the insurance carrier shall give written notice to Alameda CTC at least 30 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to Alameda CTC and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall include an endorsement providing that such insurance is primary insurance and no insurance of Alameda CTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this contract and prior to commencement of any work hereunder, the selected consultant shall deliver to Alameda CTC 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. Such certificates shall include information identifying the contract (i.e., services provided, project name, and the RFP number). The consultant agrees, upon written request by Alameda CTC, to furnish copies of such policies or endorsements required under the contract prior to the effective date of the contract.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by the selected 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 indemnification.

Subconsultant/Subcontractor’s Insurance: The selected consultant shall require each of its subconsultant/subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by Alameda CTC’s Project Manager and Director of Budgets and Administration.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of Alameda CTC’s notice to firm that it is the successful proposer.

Authorized Signature:	
Name and Title:	
Company Name:	
Date:	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above in Part A, submit Part B to a request for exception to the appropriate insurance requirement(s) and submit with the proposal. IF SUCH OBJECTIONS ARE NOT BROUGHT TO ALAMEDA CTC’S ATTENTION IN A TIMELY MANNER, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED.

Part B – Insurance Exception Request

For any item not checked “Yes” in Part A, identify the specific insurance provision for which an exception is being sought and the requested revision(s) in the table below.

Insurance Provision	Insurance Exception

F. RESOURCES FORM

PRIME PROPOSER MUST SUBMIT A RESOURCES FORM

The Resources Form is available at or from the RFP Web Page identified in the cover letter of this RFP and is incorporated herein as if attached. The completed form should include the details for all team members (prime proposer and subconsultants/subcontractors if any). The prime proposer shall submit the following in hard copy and electronic files (i.e., XLS/XLSX **and** PDF formats):

1. **Key Staff Availability.** Provide sufficient detail to describe each individual's specific roles/responsibilities for this contract, a description of the benefits the person brings to the team, and their availability over the duration of this contract as to provide assurance to their ability to perform the requested services in a responsive and timely manner. List the name and company for all clients utilized as a reference under the References Form for each key staff.
2. **Firm Participation Summary.** For firms with multiple offices, proposals must identify all locations from which resources are anticipated to be used. Clearly include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years. Firms providing services subject to prevailing wage requirements must include proof of registration with the DIR.
3. **Task Resource Summary.** A table of estimated hours by task and firm (prime proposer and all subconsultants) should be provided, including the percentage of the total contract hours that each firm will spend on the contract. Total estimated hours should be provided for each task and for each firm.
4. **Alameda CTC Contracts Summary.** Provide a summary of all contracts that members of your team (including subconsultants) have held with Alameda CTC in the past three years.
5. **Potential Conflicts of Interest.** Proposers must provide a list of any potential conflicts of interest in working for Alameda CTC. This must include, but is not limited to, a list of your firm's clients who are cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.