



**REQUEST FOR PROPOSALS  
ALAMEDA CTC RFP NO. R20-0002  
I-680 SOUTHBOUND EXPRESS LANE PROJECT  
PROFESSIONAL ENGINEERING DESIGN SERVICES**

August 14, 2019

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide professional engineering design services for the I-680 Southbound Express Lane from SR-84 to Alcosta Boulevard Project. The anticipated performance period is for an initial period of 60 months from December 2019 to December 2024, with an option for up to one additional year of service.

This contract will be funded with Vehicle Registration Fees (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 Monday, August 26, 2019 at 3:00 p.m. Pacific Time (PT);** use the below Email Notifications and Pre-Proposal Meeting Registration Form to register to attend.

**RFP Web Page:** <https://www.alamedactc.org/contracting-opportunities>

**Email Notifications and/or Pre-Proposal Meeting Registration Form:** [forms.gle/GQLvkc6WoUZBfuK28](https://forms.gle/GQLvkc6WoUZBfuK28)

**Proposals are due on Wednesday, September 11, 2019, at 3:00 p.m. PT.**

Should you have any questions, please email Alastair Powell, the Sole Point of Contact for this RFP, at [apowell@alamedactc.org](mailto:apowell@alamedactc.org). Thank you for your interest.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Huisingh". The signature is fluid and cursive.

Gary Huisingh  
Deputy Executive Director of Projects

cc: E.W. Cheng, Senior Administrative Analyst  
Alastair Powell, Associate Administrative Analyst

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# **Alameda County Transportation Commission**

## **REQUEST FOR PROPOSALS**

**Alameda CTC RFP No. R20-0002**

**I-680 Southbound Express Lane Project  
Professional Engineering Design Services**

**Date Issued: Wednesday, August 14, 2019**

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](http://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 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](http://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 a contributor 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.

Contributors 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 Sections 10162, 10232, 10285, and 2202-2208, the proposer shall include a Public Contract Code Statement in its Letter of Transmittal as identified in the [Section II.2.B](#).

#### **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. 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](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- DIR Wage Determinations: [www.dir.ca.gov/oprl/DPreWageDetermination.htm](http://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/contracting-forms](http://www.alamedactc.org/contracting-forms) 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, the Sunol JPA, Caltrans, and their 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/contract-equity](http://www.alamedactc.org/contract-equity), 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:

<b>Contact:</b>	Certification Team	<b>Mailing Address:</b>	Alameda CTC
<b>Telephone:</b>	(510) 208-7460		c/o Certification Team
<b>Fax:</b>	(510) 893-6489		1111 Broadway, Suite 800
<b>Email:</b>	<a href="mailto:certification@alamedactc.org">certification@alamedactc.org</a>		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 professional engineering design services for the preparation of final bid documents for the Project. Services will include, but not be limited to, the following: roadway widening, structures, retaining and soundwalls, communication backbone design to support electronic toll collection/system design by the Toll System Integrator (TSI), existing pavement rehabilitation, drainage, foundations, utilities, lighting, signals, ramp metering, TOS facilities, signing, striping, landscaping, surveys, right-of-way engineering and acquisitions, utility coordination, preparation & processing of utility agreements, environmental revalidation, identification/quantification of environmental mitigation, providing support to obtain mitigation and preparation of mitigation agreements, preparation of permit applications, obtaining permits, coordination with PG&E to secure electrical services and such other incidental features required to complete the PS&E, and final bid documents for the Project.

#### 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 60 months, from December 2019 to December 2024, with the option to continue for one additional year of service through December 2025.
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:

<b>Name:</b>	Alastair Powell	<b>Mailing Address:</b>	Alameda CTC
<b>Title:</b>	Associate Administrative Analyst		1111 Broadway, Suite 800
<b>Telephone:</b>	(510) 208-7438		Oakland, California 94607
<b>Email:</b>	<a href="mailto:apowell@alamedactc.org">apowell@alamedactc.org</a>		

**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 in writing by or before the questions submission deadline; please email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R20-0002.” 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
<b>RFP issued.</b>	August 14, 2019
<b>Optional Pre-Proposal Meeting</b> 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.	August 26, 2019 3:00 p.m.
<b>Deadline for proposers to submit questions.</b> All questions must be directed by email to the Sole Point of Contact.	August 27, 2019 1:00 p.m.
<b>Final Addendum issued, if necessary.</b> 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.	September 4, 2019
<b>Due Date for Proposal and References Forms. LATE SUBMISSIONS WILL NOT BE ACCEPTED.</b> References Forms must be submitted by references directly to the Sole Point of Contact via email.	September 11, 2019 3:00 p.m.
<b>Anticipated Proposal Review.</b> Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	October 11, 2019
<b>Interviews, if necessary.</b>	October 21, 2019
<b>Anticipated Final Evaluation and Determination of Top-Ranked Firm.</b>	October 25, 2019
<b>Contract Award Request to the Alameda CTC Commission</b>	December 5, 2019
<b>Anticipated Contract Commencement.</b>	January 3, 2020

## 2. PROPOSAL CONTENT AND FORMAT<sup>7</sup>

### A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): six (6) hard copies of the complete proposal, along with electronic files of the complete proposal in text (i.e., 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 16 pages (8 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 Levine Act Statement forms from all firms in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

**TABLE 2: PAGE LIMIT REQUIREMENTS**

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
<b>Proposal Covers</b>	–
<b>Letter of Transmittal (<a href="#">Section II.2.B</a>)</b>	–
<b>Title Page (<a href="#">Section II.2.C</a>)</b>	–
<b>Table of Contents (<a href="#">Section II.2.D</a>)</b>	–
<b>Proposal Content (<a href="#">Section II.2.E</a>)</b> (Exceptions listed below)	✓
<b>Proposal Content (<a href="#">Section II.2.E</a>)</b> (Exceptions to page limit) <ul style="list-style-type: none"> <li>• Detailed Schedule (<a href="#">Section II.2.E.1</a>)</li> <li>• Resources Form (<a href="#">Appendix F</a>)</li> <li>• Cost Proposal (<a href="#">Section II.2.E.5</a>)</li> </ul>	–
<b>Performance Measures (<a href="#">Section II.2.F</a>)</b>	✓
<b>References (<a href="#">Section II.2.G</a>)</b>	–
<b>Required Forms and Certifications (<a href="#">Section II.2.H</a>)</b>	–
<b>Resumes</b>	– Note: Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
<b>Design Samples</b> (Optional and as applicable)	–
<b>Writing Samples</b> (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. Full list of the project team (including proposer and all subconsultants, subcontractors and/or vendors, of any tier) 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. Public Contract Code Statement:

Our firm (Prime Proposer), as the prime proposer, hereby certifies under penalty of perjury under the laws of the State of California and the United States that neither Prime Proposer nor any subconsultant and/or subcontractor hereunder, nor any firm affiliated with Prime Proposer or any subconsultant and/or subcontractor hereunder, is (i) potentially subject to rejection of any bid pursuant to the provisions of Public Contract Code (“PCC”) section 10162; (ii) unable to truthfully sign a statement in the form required by PCC section 10232; (iii) suspended or potentially subject to suspension pursuant to PCC section 10285.1; (iv) ineligible to bid on a contract with a public entity for goods and services of \$1 million or more pursuant to PCC sections 2202-2208; or (v) not in compliance with any federal, state, and local laws and ordinances applicable to the work. Prime Proposer further represents and warrants that no portion of the work under the resulting agreement shall be subcontracted to or otherwise performed by any subconsultant and/or subcontractor that meets any of the criteria set forth in subsections (i)-(v) above.

4. This letter is signed by an officer that is authorized to bind the proposer’s firm contractually and includes the following language:

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). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Scope of Work and to demonstrate your firm’s ability to provide services in an effective manner. The Detailed Schedule should show the expected sequence of tasks and subtasks, including durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal.
  - c. Demonstrate understanding of the key risks and challenges for delivering the project, and discuss risk mitigation measures.
  - d. Identify key deliverables.
  - e. List all applicable standards required for the proposed services.
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. Designate the principal-in-charge and the project manager who will serve as Alameda CTC's key contacts throughout the duration of the contract, and identify the key personnel for your proposed team. The proposed project manager will be a registered engineer in the State of California and have at least ten (10) years of experience in a project/contract manager role.
  - b. 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.
  - c. 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 must be accurate and consistent with the Breakdown of Costs and Expense Detail worksheets and 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. None of the 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 or from 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 Part A 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 Levine Act Statement 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
<a href="#"><u>Section I.1.O</u></a> – Public Works Contractor Proof of Registration with DIR	–	✓	✓
<a href="#"><u>Section I.3</u></a> – LBE, SLBE, and/or VSLBE Proof of Certification	–	✓	✓
<a href="#"><u>Section II.2.B</u></a> – Letter of Transmittal: <ul style="list-style-type: none"> <li>• Full list of the project team</li> <li>• Selection Process Lead</li> <li>• Public Contract Code Statement</li> <li>• 120-Day Binding Offer Statement</li> <li>• Signed by an authorized officer</li> </ul>	–	✓	–
<a href="#"><u>Section II.2.G</u></a> – References Form <ul style="list-style-type: none"> <li>• Part A is submitted with proposal <i>and</i> submitted to the reference</li> </ul>	–	✓	If Applicable
<a href="#"><u>Appendix C</u></a> – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
<a href="#"><u>Appendix C</u></a> – Levine Act Statement	–	✓	✓
<a href="#"><u>Appendix C</u></a> – Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages); required if applicable	✓	✓	✓
<a href="#"><u>Appendix C</u></a> – Cost Proposal Form B in its entirety: <ul style="list-style-type: none"> <li>• Breakdown of Costs</li> <li>• Expense Detail (Direct Expenses)</li> <li>• Summary</li> <li>• LBCE</li> <li>• Prime Consultant and Subconsultant Contact Information</li> </ul>	✓	✓	✓ Include in Prime Consultant’s Cost Proposal Form B.
<a href="#"><u>Appendix C</u></a> – Caltrans LAPM Exhibit 10-K (Annual Certification of Indirect Costs and Financial Management System)	✓	✓	✓
<a href="#"><u>Appendix D</u></a> – Cost Proposal Requirements Certification	–	✓	–
<a href="#"><u>Appendix E</u></a> – Insurance Requirement Form	–	✓	✓
<a href="#"><u>Appendix F</u></a> – Resources Form in its entirety: <ul style="list-style-type: none"> <li>• Key Staff Availability</li> <li>• Firm Participation Summary</li> <li>• Task Resource Summary</li> <li>• Alameda CTC Contracts Summary</li> <li>• Potential Conflicts of Interest</li> </ul>	–	✓	✓ Include in Prime Consultant’s Resources Form.

### **3. PROPOSAL EVALUATION/CRITERIA**

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

Alameda CTC staff, in consultation with 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. <b>Understanding the Required Scope of Work.</b> Understanding of the RFP objectives, project needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	30
2. <b>Expertise.</b> 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.	20
3. <b>Management Plan.</b> Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	20
4. <b>Staffing Plan and Availability.</b> Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; key personnel’s level of involvement in performing related work; and assessments by client references as available. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	20
5. <b>Ability to Meet or Exceed Applicable LBE and SLBE Goals</b> – As further described in <a href="#">Section I.3</a> (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) and/or phase(s). Such excluded costs may be shown as On-Call Tasks/Deliverables line items in the submitted Cost Proposal Form B.	10 (5 for each goal)
<b>Total:</b>	<b>100</b>

**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. <b>Understanding the Required Scope of Work.</b>	20
2. <b>Expertise.</b>	25
3. <b>Management Plan.</b>	20
4. <b>Staffing Plan and Availability.</b>	20
5. <b>Ability to Meet or Exceed Applicable LBE and SLBE Goals</b> , as further described in <a href="#">Section I.3</a> ; the percentage of participation toward each goal will be as calculated under Section II.3.C (Proposal Criteria).	10 (5 for each goal)
6. <b>Effectiveness of Interview.</b> Overall interview discussions and presentation.	15
<b>Total:</b>	<b>100</b>

**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**

### **INTRODUCTION**

The I-680 Express Lanes project from SR-84 to Alcosta Boulevard Project will widen I-680 from six lanes to eight lanes to implement inside High Occupancy Vehicle Lanes/Express Lanes (HOV/EL) in both directions of travel. In addition, I-680 Sunol Express Lane Northbound (NB) currently is in construction and SR-84 Widening from south of Ruby Hill Drive and SR84/I-680 Interchange Improvements is in the detailed design phase. These projects would provide a four-lane freeway in the NB direction, between South Grimmer Boulevard Undercrossing (UC) to SR-84, and extend the existing SB HOV/EL to approximately one mile north of the Koopman undercrossing structure. When construction of the Project is complete, the 10-mile HOV/EL gap that currently exists between SR-84 and Alcosta Boulevard will be eliminated to provide a continuous southbound HOV/EL from South Grimmer Boulevard in Fremont to north of Livorna Road in Contra Costa County. Improvements at the I-580/I-680 Interchange are not currently envisioned.

A Project Study Report - Project Development Support (PSR-PDS) for the I-680 Express Lanes project from SR-84 to Alcosta Boulevard was approved by Caltrans on September 24, 2018. Currently this project is in the Project Approval and Environmental Document (PA&ED) phase. A Draft Environmental Document (DED) is expected to be released for public review and comments in fall 2019 and PA&ED work is expected to be complete in spring of 2020.

Based on traffic operations priority and anticipated funding, subsequent project development work for the I-680 Express Lanes project will be implemented in phases. First phase of this project will construct an express lane in the southbound direction from approximately one mile north of Koopman Road to Alcosta Boulevard (Project). Project will include infrastructure elements needed for the future northbound express lane including sign structures in the median, conduits, fiber etc. to the extent possible and that can be accommodated as part of the Project. Project would include:

- Installation of electronic tolling equipment and signage;
- Widening/reconstruction of pavement in median to accommodate HOV/express lanes;
- Modification/reconstruction of the median concrete barrier; and
- New and replacement retaining walls and sound walls.

### **SERVICES TO BE PROVIDED/SCOPE OF WORK**

Consultant shall provide all services needed to prepare Plans, Specifications & Estimates (PS&E), right of way engineering & acquisition, necessary environmental revalidation, environmental permitting, and design support during contract advertisement, award, and construction. Consultant shall provide all services and deliverables in compliance with Caltrans, Federal Highway Administration (FHWA), and applicable local agency standards and requirements. Work shall be performed in conformance with the Caltrans Project Development Work Plan. The consultant shall do all that is necessary to prepare and deliver a high quality package of biddable, buildable, and approval-ready construction contract documents which, at a minimum, includes Caltrans-approved plans, specifications, and segregated engineer's estimate; all required permits from regulatory and resource agencies; and all executed third-party agreements required to bid, award, and build the project. This shall include an approved right-of-way certification and all information required for the resident engineer and survey files.

The consultant shall provide professional and technical engineering services to develop the Project that can best meet Alameda CTC's goal for delivering the Project and prepare final design documents and related activities. The required engineering design services will include, but not be limited to, the following: roadway, structures, retaining and soundwalls, communication backbone design to support electronic toll collection/system design by the Toll System Integrator (TSI), existing pavement rehabilitation, drainage, foundations, utilities, lighting, signals, ramp metering, Toll Operating System (TOS) facilities, signing, striping, landscaping, surveys, right-of-way engineering and acquisitions, utility coordination, preparation & processing of utility agreements, environmental revalidation, identification/quantification of environmental mitigation, providing support to obtain mitigation and preparation of mitigation agreements, preparation of permit applications, obtaining permits, coordination with PG&E to secure electrical services and such other incidental features required to complete the PS&E, and final bid documents for the Project inclusive of the components listed below. The consultant will also need to provide design support services during advertisement, award, and construction.

Alameda CTC, in coordination with the consultant, will establish the locations of the toll gantries and dynamic message signs that convey express lane pricing. The TSI contracted by Alameda CTC will design and install the toll system, which consists of equipment mounted to the gantries, LED panels mounted to the dynamic message signs, pole-mounted and roadside toll cabinets, and power and cabling to connect the equipment to the cabinets. Gantries and dynamic message signs may be collocated. The consultant will be required to coordinate with the TSI complete the design for the toll system infrastructure (tolling gantries, dynamic messaging signs, static signs related to express lanes, etc.) including completing the load calculation and foundation design, barrier modifications, Caltrans safety requirements, including installation of electroliers, location and design of concrete pads for future cabinet installation, pull boxes, coordination with PG&E to provide power sources for the toll system operation, empty conduits for power and communications sources, conduit and fiber optics installation for the toll system communication, final pavement striping, and pavement marking for the express lane.

The consultant should be familiar with and will be responsible for providing and performing the tasks and all activities listed below. The consultant should identify and explain the necessity for any additional tasks required in order to successfully deliver final design for the construction package, and shall identify each of the significant subtasks required, included within the tasks.

The scope of work shall include a description of how each major task and subtask of the project will be conducted, identification of deliverables for each major task and subtask, and a schedule.

This Project is expected to be combined with Caltrans pavement rehab from Koopman Road to Alcosta Boulevard in the southbound direction for design and construction phases. Some of the design and right of way work is likely to be shared by Caltrans staff as part of the integrated team arrangement to be determined at a later date. Consultant may be required to combine the pavement rehab and express lane design plans for final PS&E, Ready to List (RTL), and advertisement purposes.

#### **A. Task 1: Project Management**

Consultant shall coordinate with the Alameda CTC Project Manager or designated staff and/or on a day-to-day basis; prepare agendas and records of meetings for monthly project team meetings; prepare and maintain a project schedule, risk management plan; prepare project status and financial reports; prepare presentations and/or handouts for various meetings; coordinate with other agencies and consultants; and other general project management activities.

The consultant shall develop a critical path method milestone schedule as part of the Project Management Plan (PMP) and incorporate the activities in an overall schedule for the project. The project schedule should show all the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal. Working with Alameda CTC Project Manager and other project team members, consultant shall prepare, maintain and use critical action items list to monitor project progress and to implement recovery action plans. The schedule shall be updated and maintained according to Caltrans XPM/Prism/PMCS standards, or the current Caltrans project management tool format.

The project document control system shall be developed and maintained according to the Caltrans Highway Design Manual and the Project Development Procedures Manual.

Cost estimate and funding plan shall be updated and submitted to Alameda CTC on a quarterly basis.

*Task 1 Deliverable:*

- Deliverable 1A: Draft and Final PMP including project schedule, risk management plan, project status reports and other documents as outlined in Task 1.

**B. Task 2: Preliminary Engineering, Technical Reports (GAD and 35% PS&E), and Supplemental Data Gathering**

Consultant shall prepare and revise documents including technical reports and design exception fact sheets as required for approval. This task shall include, but is not limited to, preparation of a Drainage Report, Storm Water Data Report, Foundation Reports, Geotechnical Design & Material Report (GDMR), Site Investigation Report, Lane Closure Report, Hydromodification Plan (if needed), and Transportation Management Plan (TMP) for the PS&E package. The consultant shall prepare Geometric Approval Drawings (GAD), and identify and prepare Right-of-Way, utility, and environmental requirements. Consultant shall proceed with preparation of the 35% plans, specifications, and estimate (PS&E) based on the approved GAD. The 35% PS&E will be provided to Alameda CTC for review and comment. All comments must be logged, indexed, and responded to with a written response in a comment response matrix.

Consultant shall review the existing base map and determine if additional topographic surveys are required. This information will be gathered and incorporated into the project base map. Consultant shall review existing utility information and perform potholing, including traffic control as required, as necessary to locate utilities that may be in conflict with proposed improvements, and at critical locations.

*Task 2 Deliverables:*

- Deliverable 2A: Technical Reports (as identified above)
- Deliverable 2B: Geometric Approval Drawings (GAD)
- Deliverable 2C: Right-of-Way and Utility Requirements for Right-of-Way Engineering
- Deliverable 2D: Environmental Footprints
- Deliverable 2E: 35% PS&E
- Deliverable 2F: Updated base map
- Deliverable 2G: Potholing data

**C. Task 3: Prepare 65% PS&E for Caltrans Review and Approval**

This task is to develop the plans, specifications, and estimate to Caltrans' 65% level of completion based on the comments received on the 35% PS&E. The PS&E package must be prepared in accordance with Caltrans processes/procedures. This task involves transfer of 35% design data and preparing 65% level construction documents. This task includes, but is not limited to, circulating 65% level construction documents (65% PS&E) to participating agencies and other interested parties for review and comment, logging and indexing all comments received as a result of the circulation, and preparing a written response to each comment using a comment response matrix.

*Task 3 Deliverable:*

- Deliverable 3A: 65% PS&E

**D. Task 4: Prepare and Obtain Environmental Permits and Perform Environmental Re-validation**

Consultant shall complete all permit and agreement applications for submission and approval. Working with Caltrans and Alameda CTC, the Consultant shall determine the appropriate permits and agreements to be prepared. Consultant shall prepare any required environmental re-validation and technical studies. Working with Caltrans and Alameda CTC, Consultant will identify and quantify environmental mitigation required and assist in obtaining necessary mitigation and processing mitigation agreements.

*Task 4 Deliverables:*

- Deliverable 4A: B.O. Amendment (if needed)
- Deliverable 4B: Permit Application and Obtain Permits
- Deliverable 4C: Environmental Re-validation (if needed)
- Deliverable 4D: Environmental Tech Study (if needed)
- Deliverable 4E: Environmental Mitigation Agreements

**E. Task 5: Right of Way Engineering, Right of Way Acquisition, Utility Agreements and appropriate coordination**

Consultant shall perform all the tasks and coordination necessary for preparing right of way engineering maps & other documentation, appraisals for the property rights needed, negotiating and acquiring property rights, completing right of way agreements, performing coordination with utility owners, preparing utility estimates, and preparing and processing utility agreements.

*Task 5 Deliverables:*

- Deliverable 5A: Right of Way Engineering Maps and supporting documentation
- Deliverable 5B: Property Appraisals
- Deliverable 5C: Right of Way Agreements
- Deliverable 5D: Utility Agreements

**F. Task 6: Prepare 95% PS&E for Caltrans Review and Approval**

Consultant shall prepare 95% level construction documents (95% PS&E) based on comments received as a result of the circulation of the 65% construction documents, and circulate these 95% plans to participating agencies and other interested parties for review and comment. This task shall include, but is not limited to, logging and indexing all comments received as a result of the circulation of the 95% level construction documents, participating in a comment response resolution meeting and preparing a written response to each comment received. Consultant will hold additional meetings if necessary to resolve any outstanding issues.

*Task 6 Deliverable:*

- Deliverable 5A: 95% PS&E

**G. Task 7: Final PS&E**

Consultant shall prepare the Final PS&E based on comments received as a result of the circulation of the 95% PS&E construction documents. This task shall include all work necessary to prepare the Final PS&E including, but not limited to, logging and indexing all comments received as a result of the circulation of the 95% PS&E and preparing a written response to each comment. Consultant shall hold meetings if necessary to resolve any outstanding issues. This task will include completion of all supporting documentation to complete the Ready to List (RTL) milestone.

*Task 7 Deliverables:*

- Deliverable 7A: Final Design
- Deliverable 7B: Right-of-Way Certification
- Deliverable 7C: Environmental Certification
- Deliverable 7D: RTL Certification

**H. Task 8: Design Support Services during Advertisement, Award and Construction**

Consultant shall provide construction support during advertisement, award, and construction of the Project. This task shall include, but is not limited to, responding to bid inquiries, reviewing shop drawings, responding to Requests for Information (RFIs) regarding the design, preparing/reviewing contract change orders (CCOs), review/analysis of potential claims and preparing as-built plans from construction contractor provided red-lined plans.

*Task 8 Deliverable:*

Deliverable 8A: Bid Support and Design Support Services during Construction

**GENERAL CONDITIONS AND REQUIREMENTS**

- 1) All work shall be in accordance with the Caltrans Project Development Procedure Manual and Design Manual.
- 2) Consultant shall provide ROW services in accordance with the Caltrans Right of Way Manual and Caltrans guidelines, and with the Uniform Act and other federal requirements (if applicable).
- 3) Consultant shall carry out the instructions as received from Alameda CTC Project Manager and shall cooperate with Caltrans, Alameda CTC, Alameda County, the cities of

Pleasanton, Dublin and San Ramon, Toll System Integrator/Installer consultant, and any other consultants working on this project.

- 4) It is not the intent of the foregoing paragraph to relieve Consultant of his professional responsibility during the performance of this contract. In those instances where Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify the Alameda CTC Project Manager of these concerns, together with the reasons therefore.
- 5) Consultant is responsible for the accuracy and completeness of PS&E prepared for this project and shall check such material accordingly. While Caltrans will review the data and plans for conformity with Caltrans Design Standards, as well as conformance with CEQA and NEPA requirements, the responsibility for accuracy and completeness lies with Consultant.
- 6) Neither Consultant nor its subcontractors shall incorporate materials, or equipment of single or sole source origin, other than those included in Caltrans Standards, into the design without the prior written approval of Alameda CTC and Caltrans.
- 7) The plans, specifications, designs, estimates, calculations, reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to Alameda CTC and Caltrans. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans quality assurance/quality control (QA/QC) requirements. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the drawings shall meet or exceed those of similar documents produced by Caltrans. Consultant will prepare a QA/QC Plan and submit for Alameda CTC Project Manager.
- 8) The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation.
- 9) To assist in understanding contract objectives and requirements, Consultant will hold regular meetings with Alameda CTC and the Caltrans Project Managers. If the original established schedule is insufficient, Consultant will hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings will serve as a forum for resolving any issues related to the PS&E development.
- 10) Consultant may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. Consultant shall maintain a record of such contacts and shall transmit copies of those records to Alameda CTC on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 11) Caltrans and Alameda CTC will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.

- 12) Consultant shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 13) Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and the Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 14) Throughout the design of this project, Consultant will consider least cost alternatives analysis and accelerated delivery for major project components, where appropriate.
- 15) The Alameda CTC Project Manager will administer Consultant contract and provide general direction to Consultant. Caltrans is responsible for providing Quality Assurance as well as final approval of the PS&E, required reports, and work products.

**PROJECT DELIVERY SCHEDULE**

Alameda CTC is committed to delivering this project expeditiously to relieve congestion. The tentative project schedule for I-680 Southbound Express Lane project (Project) is:

<b>Milestone</b>	<b>Estimated Date</b>
Anticipated Contract Commencement	December 9, 2019
35% PS&E	March 30, 2020
65% PS&E	September 14, 2020
95% PS&E	February 15, 2021
Final PS&E	July 6, 2021
Right of Way Certification	October 1, 2021
Ready to List (RTL)	October 15, 2021
Advertise	December 20, 2021
Award	March 25, 2022
Construction Complete	December 2024

## **B. REFERENCE MATERIALS**

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

1. **Project Study Report – Project Development Support for I-680 Express Lanes EL**  
[https://www.alamedactc.org/wp-content/uploads/2019/08/04-EA\\_04-0Q300k\\_I-680\\_EL\\_Signed\\_PSR-PDS\\_20180926.pdf](https://www.alamedactc.org/wp-content/uploads/2019/08/04-EA_04-0Q300k_I-680_EL_Signed_PSR-PDS_20180926.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/contracting-forms](http://www.alamedactc.org/contracting-forms):

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Levine Act Statement Form
3. References Form
4. Cost Proposal Form B
5. Caltrans LAPM Exhibit 10-H4 (Cost Proposal for Prevailing Wages, if applicable)
6. 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, at a minimum, 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 most recent Fiscal Year End (FYE) Indirect Cost Rate (ICR) must be submitted; e.g., the 2018 FYE ICR must be submitted unless only the 2017 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:

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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><b>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.</b></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 <b>\$1,000,000</b> combined single limit per occurrence with a general aggregate liability of not less than <b>\$2,000,000</b>, and Personal &amp; Advertising Injury liability with a limit of not less than <b>\$1,000,000</b>. 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 <b>\$1,000,000</b> 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 <b>\$1,000,000</b> 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 <b>\$1,000,000</b> per employee and <b>\$1,000,000</b> 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 &amp; 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 <b>\$2,000,000</b>. 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 &amp; Omissions or Professional Liability coverage for all work performed by the</p>

consultant and any subconsultant working on behalf of the consultant on the project.
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**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.

**Subconsultants and Subcontractors:** The selected consultant shall require each of its subconsultants and subcontractors to provide the aforementioned coverages, unless waiver of such coverage requirements are approved in writing by Alameda CTC’s Deputy Executive Director of Finance 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.

<b>Insurance Provision</b>	<b>Insurance Exception Request and Justification</b>

## 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.