



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R20-0003
7TH STREET GRADE SEPARATION EAST PROJECT
CONSTRUCTION MANAGEMENT SERVICES**

August 15, 2019

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide construction management services for the 7th Street Grade Separation East Project (Project). The performance period is anticipated to be a period of 48 months from January 2020 to December 2023.

This contract will be funded in part by the California Transportation Commission's 2018 Local Partnership Program (LPP) and 2018 Trade Corridor Enhancement Program (TCEP), established under Senate Bill 1 (SB 1), and as such, will not be subject to the Alameda CTC Local Business Contract Equity Program. However, as local firms are a vital component of Alameda County's economy, Alameda CTC strongly encourages each proposer to consider the use of local and small firms in its proposal.

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/or Pre-Proposal Meeting Registration Form below.

The Pre-Proposal Meeting is scheduled for Wednesday, August 28, 2019, at 3:00 p.m. Pacific Time (PT) and attendance is mandatory for prime proposers; use the below Email Notifications and/or Pre-Proposal Meeting Registration Form to register to attend.

Due to the unique nature and complexity of this Project, the 60% project plans for the Project will be made available for review by prime proposers who have attended the Pre-Proposal Meeting. Such plans will be made available for viewing at the Alameda CTC offices from 1:00 p.m. to 5:00 p.m., from Tuesday, September 3, 2019 through Wednesday, September 4, 2019. Prime proposers must email E.W. Cheng, the Sole Point of Contact for this RFP, at echeng@alamedactc.org to schedule a time during the aforementioned viewing period to review the plans in person for up to one (1) hour. A maximum of four (4) employees from the prime proposer firm may be in the viewing room at one time. No photocopying or photography of the plans is allowed. Viewing the plans is not a requirement for submitting a proposal.

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

Email Notifications and/or Pre-Proposal Meeting Registration Form: forms.gle/4oBywrCwXrADZBU48

Proposals are due on Thursday, September 19, 2019, at 3:00 p.m. PT.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Huisingsh", is written over a light blue circular stamp.

Gary Huisingsh
Deputy Executive Director of Projects

cc: E.W. Cheng, Senior Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

**Alameda CTC RFP No. R20-0003
7th Street Grade Separation East
Construction Management Services**

Date Issued: Thursday, August 15, 2019

Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, California 94607

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INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

SECTION I

1. GENERAL CONDITIONS

A. Governing Law

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

B. Examination of Proposal Documents

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

C. Rights of Alameda CTC

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

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

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

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

D. Work Scope Modifications

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

E. Pre-Award/Post-Award Audit

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

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

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

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

F. Conflict of Interest

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

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

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

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

After award, the winning proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other Alameda CTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to Alameda CTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

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

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

G. Levine Act – Government Code Section 84308

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

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

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

H. Public 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.

I. 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.

J. Proposal/Bid 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.J](#). 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.

K. 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.].

L. 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.

M. 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 .

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 any proposal for such a contract.

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

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

As further described below, the Optional Scope of Work includes prevailing wage work and the intent is to have the consultant selected under this RFP perform both the Base Scope and the Optional Scope. Accordingly, the obligation to provide proof of registration with the DIR as described above applies to the prime consultant and any subconsultant anticipated to perform prevailing wage work as part of the contract must provide proof of registration with the DIR as part of the proposal.

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 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 City of Oakland, The Port of Oakland, 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

Alameda CTC has a Local Business Contract Equity (LBCE) Program which establishes goals for award of professional service contracts to firms located within Alameda County. This contract will be funded through the California Transportation Commission's 2018 Local Partnership Program (LPP) and 2018 Trade Corridor Enhancement Program (TCEP), established under Senate Bill 1 (SB 1) and consequently, will not be subject to Alameda CTC's LBCE Program. However, as local firms are a vital component of Alameda County's economy, Alameda CTC strongly encourages each proposer to consider the use of local and small firms in its proposal. Further details regarding this program can be found on the Alameda CTC website at www.alamedactc.org/contract-equity.

4. STATE REQUIREMENTS

A. Prompt Payment of Funds Withheld to Subconsultants

Alameda CTC reserves the right to hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within ten (10) days after receiving payment for work satisfactorily completed and accepted including incremental

acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with prior written approval from Alameda CTC's Project Manager and/or Director of Budgets and Administration. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime proposers and subconsultants.

Any subcontract entered into as a result of this RFP shall contain all of the provisions of this section.

B. Title VI of Civil Rights Act of 1964

Proposer agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21. [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.].

C. Debarment

In contracts over \$25,000, proposer is required to certify, prior to executing a contract, that neither it, its subconsultants, nor their respective principals have been debarred from certain federal transactions by any Federal agency and to require any subconsultants with subcontracts over \$25,000 to provide a similar certification. A copy of the required certification must be included in the proposal; see the Debarment and Suspension Certification ([Appendix C](#)). Go to www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm to search the roster of debarred companies.

D. Audit and Inspection of Records

The selected consultant shall permit the authorized representatives of Alameda CTC, the Department of Transportation, and/or the Federal Highway Administration (FHWA), and the Controller General of the United States to inspect and audit all data and records of the proposer relating to its performance under the contract awarded through this RFP, from the date of the awarded contract until three (3) years after the close out of the federal grant from which that contract is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subconsultants, excluding purchase orders not exceeding \$25,000. [23 USC 112(b) (2)(c), 49 CFR 18.26, 49 CFR 31 Far Regulations, 49 CFR 18]

E. State Grant Requirements

Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on Alameda CTC as a recipient of state funds are imposed on the proposer.

F. Pre-Award/Post-Award Audit

A pre-award/post-award audit is required for professional services contracts with state or federal-aid highway funds in the contract. The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with Caltrans auditors is to be expected. The pre-award audit

recommendations from Caltrans shall be incorporated in the contract. [49 Code of Federal Regulations (CFR) Part 18, LAPM Chapter 10.]

If Caltrans 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 by Caltrans. After Alameda CTC receives any post-award audit recommendations from Caltrans, the cost proposal and/or the total compensation figure above shall be adjusted by Alameda CTC 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 at Caltrans' sole discretion. 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.

After any post-award audit recommendations are received, the Cost Proposal shall be adjusted by Alameda CTC to conform to the audit recommendations.

G. State Energy Conservation Plan

Proposer shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

H. Clean Air and Water Pollution Act

Proposer agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations [40 CFR Part 15].

I. Restrictions on Lobbying [31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20]

In contracts over \$100,000, each proposer is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds; see the Non-Lobbying Certification ([Appendix C](#)).

SECTION II

1. RFP INFORMATION

A. RFP Description

The Alameda County Transportation commission (Alameda CTC), in cooperation with the City of Oakland (City), the Port of Oakland (Port), and the California Department of Transportation (Caltrans), proposes the 7th Street Grade Separation East (7SGSE) Project, which would replace the existing Union Pacific Railroad grade separation facility at 7th Street between Maritime Street and Bay Street in the City of Oakland. The 7SGSE is one component of the Global Opportunities at the Port of Oakland (GoPort) project, a package of safety and operations improvements on 3.14 miles of the Primary Highway Freight System (PHFS) intermodal connectors within and near the Port and the connecting PHFS routes on the National Highway Freight Network (NHFN), that are critical to the National, State, and San Francisco Bay Area regional economy. The 7SGSE project includes the following improvements:

- Realignment of the 7th Street roadway north of the existing roadway and around the existing Kinder Morgan aircraft turbine fuel tank. The realigned portion of 7th Street will include two 12-foot wide travel lanes in each direction with 4-foot inside and 8-foot outside shoulders, and will require the construction of a continuous slab on grade with tension piles and retaining walls to prevent intrusion of groundwater.
- Railroad Bridge – Construction of a new undercrossing structure (railroad bridge structure) in the realigned location north of the existing railroad undercrossing.
- Temporary realignment (shoofly) of the UPRR tracks is required to construct the new railroad bridge structure. The railroad tracks will be temporarily realigned to allow the partial construction of the new railroad bridge structure while maintaining operations of the UPRR corridor. The shoofly tracks will subsequently be shifted to the partially completed structure to allow for construction of the remainder of the structure and roadway beneath. After completion of the new underpass structure, the railroad tracks will be constructed in their final alignment.
- Multi-use path – A 10-foot-wide paved shared-use path with 2-foot shoulders on each side (total paved width of 14 feet) will be constructed along realigned 7th Street. The multi-use path will replace existing segments of the San Francisco Bay Trail on 7th Street.
- A bridge structure to support relocated Kinder Morgan Fuel lines will be constructed with the Project.
- Drainage system and storm water treatment elements associated with the 7th Street realignment, including installation of a pump station at the proposed vertical sag.
- Street lighting, signals and various roadway signs.
- Changeable message signs east of the Maritime Street intersection and Radio Frequency Identifiers along realigned 7th Street.

The 60% project plans for the Project will be made available for review by prime proposers, who have attended the Pre-Proposal Meeting as is mandatory, in accordance with the requirements and procedures detailed on the cover letter of this RFP.

- December 2019 – 100% PS&E
- February 2020 – Final PS&E (RTL)
- March 2020 – Advertisement
- October 2020 – Start of Construction
- December 2022 – Construction Completion

As of June 2019, the construction cost estimate is \$260 million. The project is being funded by Measure BB, and from other state funding sources.

B. Scope of Work

1. **Base Scope of Work, Optional Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in [Appendix A](#) (Base Scope of Work, Optional Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein. **Alameda CTC may, at its discretion, authorize work under the Optional Scope of Work after the completion of the Base Scope of Work.**

2. **Period of Performance** – The period of performance for the Base Scope of Work is expected to be 4 months. This contract, covering the Base Scope of Work and the Optional Scope of Work is anticipated to be for a period of 48 months, from January 2020 to December 2023.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on specific rates of compensation, 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

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

Name:	E.W. Cheng	Email:	echeng@alamedactc.org
Title:	Senior Administrative Analyst	Mailing Address:	Alameda CTC
Telephone:	(510) 208-7420		1111 Broadway, Suite 800
Fax:	(510) 836-2185		Oakland, California 94607

E. Pre-Proposal Meeting (Mandatory for Prime Proposers)

Consultants desiring to submit as a prime proposer must attend the pre-proposal meeting, which will be held at the Alameda CTC offices located at 1111 Broadway, Suite 800, Oakland, California as indicated in [Table 1](#) (RFP Schedule). Firms considering being a subconsultant as part of a team are encouraged, but not required, to also attend the pre-proposal meeting.

Consultants desiring to submit as a prime proposer must declare such intent on the Pre-Proposal Meeting Registration Form or Pre-Proposal Meeting Sign-in Sheet by the conclusion of the pre-proposal meeting. Prime proposers who do not declare their intent to submit as a prime proposer and/or fail to attend the pre-proposal meeting will be ineligible to submit a proposal in response to this RFP.

Consultants planning to attend are requested to register for the pre-proposal meeting using the Email Notifications and/or 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/or Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.

Explanations or clarifications desired by potential proposers regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R20-0003.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover

letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

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

TABLE 1: RFP SCHEDULE

ACTIVITY	DATE/TIME
RFP issued.	August 15, 2019
Pre-Proposal Meeting held at Alameda CTC offices. By 5:00 p.m. the day before the meeting, please register using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP. Attendance is mandatory for prime proposers.	August 28, 2019 3:00 p.m.
Project Plans Viewing at Alameda CTC offices. Prime proposers who have attended the Pre-Proposal Meeting and wish to view such plans must follow the requirements and procedures detailed on the cover letter of this RFP.	September 3-4, 2019 1:00 p.m. to 5:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	September 6, 2019 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.	September 12, 2019
Due Date for Proposal and References Forms. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References Forms must be submitted by references directly to the Sole Point of Contact via email.	September 19, 2019 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	October 21, 2019
Interviews, if necessary.	October 28, 2019
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	October 31, 2019
Contract Award Request to the Alameda CTC Commission	December 5, 2019
Anticipated Contract Commencement.	January 3, 2020

2. PROPOSAL CONTENT AND FORMAT

A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): six (6) hard copies of the complete proposal, along with electronic files of the complete proposal in source (e.g., DOC/DOCX or RTF) **and** PDF formats.
- **Cost Proposal** (**sealed separately** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in [Section II.2.E.5](#)): One (1) hard copy of the complete cost proposal, along with electronic files of the complete proposal in source (i.e., XLS/XLSX) **and** PDF formats.

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

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

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” paper with at least 1” margins, using a single method of fastening. The font requirement applies to all text except for charts, tables and graphs. When appropriate, double-sided printing is encouraged. Graphs, diagrams or organizational charts could be shown on 11” x 17” paper. 11” x 17” paper will be counted as two pages per side or four pages if double-sided. Proposals shall not exceed 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
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E) (Exceptions listed below)	✓
Proposal Content (Section II.2.E) (Exceptions to page limit) <ul style="list-style-type: none"> • Detailed Schedule (Section II.2.E.1) • Resources Form (Appendix F) • Cost Proposal (Section II.2.E.5) 	–
Performance Measures (Section II.2.F)	✓
References (Section II.2.G)	–
Required Forms and Certifications (Section II.2.H)	–
Resumes	– Note: Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
Design Samples (Optional and as applicable)	–
Writing Samples (Optional and as applicable)	–

B. Letter of Transmittal

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

1. 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 address the entire Scope of Work in Appendix A (Base Scope of Work, Optional Scope of Work, Deliverables, and Staffing). Evaluation of proposals and interviews, if deemed necessary, will include consideration of both the Base Scope of Work and the Optional Scope of Work. Proposals must contain the following sections addressing both the Base Scope of Work and Optional Scope of Work:

1. **Understanding the 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. For the purposes of this RFP, the required work shall include the Base Scope of Work and Optional Scope of Work listed in Appendix A.
 - b. Provide a timetable for completing the Scope of Work specified in [Appendix A](#) (Base Scope of Work, Optional Scope of Work, Deliverables, and Staffing). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Base 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 Base Scope of Work and Optional 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 Base Scope of Work and Optional 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 construction management 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 include completed a Resources Form ([Appendix F](#)) 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 E](#)):
- 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.
 - 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, 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. Performance measures must address the entire Scope of Work in Appendix A (Base Scope of Work, Optional Scope of Work, Deliverables, and Staffing).

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 Insurance Requirement 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
Section I.1.N – Public Works Contractor Proof of Registration with DIR	–	✓	If Applicable
Section II.2.B – Letter of Transmittal: <ul style="list-style-type: none"> • Full list of the project team • Selection Process Lead • Public Contract Code Statement • 120-Day Binding Offer Statement • Signed by an authorized officer 	–	✓	–
Section II.2.G – References Form <ul style="list-style-type: none"> • Part A is submitted with proposal <i>and</i> submitted to the reference 	–	✓	If Applicable
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Levine Act Statement	–	✓	✓
Appendix C – Non-Lobbying Certification if applicable	–	✓	✓
Appendix C – Debarment and Suspension Certification (Use applicable form)	–	✓	✓
Appendix C – Cost Proposal Form A (Caltrans LAPM Exhibit 10-H; use applicable forms, including 10-H4 for Prevailing Wages)	✓	✓	✓
Appendix C – Cost Proposal Form B (1-4): <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Expense Detail (Direct Expenses) • B3: Summary • B4: Prime Consultant and Subconsultant Contact Information The LBCE worksheet is not required.	✓	✓	✓ Include in Prime Consultant’s Cost Proposal Form B.
Appendix C – Certification of Financial Management System and Contract Costs (Caltrans LAPM Exhibit 10-K)	✓	✓	✓
Appendix D – Cost Proposal Requirements Certification	–	✓	–
Appendix E – Insurance Requirement Form	–	✓	✓
Appendix F – Resources Form in its entirety: <ul style="list-style-type: none"> • Key Staff Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	✓ Include in Prime Consultant’s Resources Form.

3. PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness

Alameda CTC staff, in consultation with the Alameda CTC legal counsel if deemed necessary, will conduct an initial review of the proposals for general responsiveness and compliance with requirements of this RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

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

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

B. Proposal Evaluation

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

C. Proposal Criteria – 100 Points Possible

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

TABLE 4: PROPOSAL CRITERIA

CRITERIA	MAXIMUM POINTS
1. Understanding the Scope of Work. 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, all with respect to the Base Scope of Work and Optional Scope of Work.	25
2. Expertise. Qualifications and technical expertise of the proposer in performing related work; proposer’s experience in working with public agencies and familiarity with the related process; and method of approach.	25
3. Management Plan. Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	25
4. Staffing Plan and Availability. Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; and key personnel’s level of involvement in performing related work. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	25
Total:	100

D. Proposer Interviews

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

E. Proposer Interview Criteria – 100 Points Possible

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

TABLE 5: INTERVIEW CRITERIA

CRITERIA	MAXIMUM POINTS
1. Understanding the Scope of Work.	25
2. Expertise.	25
3. Management Plan.	20
4. Staffing Plan and Availability.	10
5. Effectiveness of Interview. Overall interview discussions and presentation.	20
Total:	100

F. Award

The selection of the consultants shall be fair, open, and competitive using a qualifications-based selection process, and will be based on clearly stated objectives identified in this RFP and on demonstrated competence, professional qualifications, experience, and capabilities to perform the required scope of services identified in [Appendix A](#) (Base Scope of Work, Optional 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. BASE SCOPE OF WORK, OPTIONAL SCOPE OF WORK, DELIVERABLES, AND STAFFING

I. BASE SCOPE OF WORK (Final Design)

Consultant shall provide professional services consistent with the industry-accepted roles of Construction Manager for the 7th Street Grade Separation East Project (“Project”), including, but not limited to:

A. Services related to Constructability Reviews of Pre-Award Contract Documents

Consultant shall provide constructability reviews of contract documents at the various stages of project development, including coordination with Alameda CTC and its design consultant, to assist in preparing a high quality Ready to List (RTL) package.

1. In cooperation with Alameda CTC and its design consultant, consultant shall perform constructability and consistency reviews and recommend revisions to the plans and specifications, as may be required to minimize risks and/or delays during construction and any supported design improvements, and to conform to typical industry construction practices. These reviews will be performed on the 100% and Final (contract bid set) design packages.
2. Perform final review of 100% and Final contract documents, including plans, specifications and estimate/bid list, to ensure the contract documents meet all applicable standards. Consultant shall review the quantity sheets and cross-check against the bid item quantities. Consultant shall review the bid items and cross-check against the plans and project specifications for consistency.
3. Verify that necessary documents, including but not limited to permits, agreements, easements, temporary construction easements, and/or property rights have been secured and/or in place prior to construction contract advertisement, and are accurately included and described in the contract documents.
4. Prepare construction front-end bid set (including the bid book) and advertise the construction contract.
5. Review resident engineer files for completeness and errors.
6. Conduct pre-bid conferences and coordinate responses to bidder inquiries. Review bids, bid bonds, insurance certificates and related submittals. Assist in the review of qualified bidders. Assist in the acceptance of bids.

II. OPTIONAL SCOPE OF WORK (Construction)

If Alameda CTC decides to have consultant perform the Optional Scope of Work, consultant shall provide all professional services consistent with the industry-accepted roles of Construction Manager for the construction of the Project. This shall include providing all services necessary to administer the construction contract in accordance with Caltrans Construction Manual and Construction Procedure Directives. Construction management and construction support work shall be performed in accordance with the tasks as described in the Caltrans Work Breakdown Structure This work shall include, but not be limited to:

A. Services related to Construction Administration

Consultant shall generally, provide resources fully equipped to ensure projects are constructed in accordance with the Plans, Specifications, and Estimates and in compliance with laws, funding requirements, and other project constraints. Anticipated resources include Resident Engineer, Assistant Resident Engineer, Office Engineer, Qualified Inspectors (e.g.: Materials, Electrical, Structural, Roadway), Scheduler, Construction Staking, Materials Testing, and Claims Expert to effectively administer the project through completion. Subconsultants are anticipated for surveying and materials testing.

1. Perform field inspection activities, monitor contractor's performance and enforce all requirements of applicable codes, specifications, and contract drawings.
2. Perform all construction administrative activities, including correspondence, construction phase records (e.g. diaries, requests for information, notice of potential claims, statement of working days, project photos), accounting, document tracking (e.g., requests for information, change orders), and document control. Prepare plans and specifications to support change order.
3. Manage coordination among Alameda CTC, the contractor, and stakeholders, including but not limited to: City of Oakland, Port of Oakland, Union Pacific Railroad, and Caltrans.
4. Coordinate with the Project Public Information Officer, including coordination of project tours. Respond to questions from the public.
5. Manage job site safety.
6. Review and monitor the construction schedule. Develop alternative schedules to expedite the work, monitor and evaluate the contractor's progress, and evaluate construction claims.
7. Review submittals (e.g. detours and staging plans) from the contractor and oversee the submittal process including obtaining necessary approvals from the designer and other impacted stakeholders as may be required, including the City of Oakland and the Port of Oakland.
8. Provide construction staking services.
9. Evaluate, negotiate, recommend, and prepare change orders. Provide complete management of the change order process, including issuing approvals for change orders up to agency-provided maximum threshold.
10. Prepare and recommend progress payments.
11. Perform labor compliance and field reviews to ensure compliance with prevailing wage requirements. May also include review of contractor's certified payroll, labor interviews, etc.
12. Ensure contractor's compliance with the requirements of the state and local agencies, including encroachment permits, regulatory permits, business licenses, regulations, etc. Provide proactive on-site coordination with utility owners and construction contractors. Coordinate installation and testing services with the utility owners and contractors, as needed. Coordinate with resource agencies as needed to demonstrate compliance with regulatory permits and regulations.
13. Implement ALAMEDA CTC's Quality Assurance Program and ensure all reports, calculations, measurements, test data and other documentation on forms specified by or otherwise acceptable to CALTRANS and ALAMEDA CTC.
14. Schedule, manage, perform and document all field and laboratory testing services. Material testing shall conform to the requirements and frequencies as defined in the CALTRANS Construction Manual and the CALTRANS Materials Testing Manuals.
15. Provide final inspection services, including testing and installed facilities.
16. Provide specialty material testing and source inspection & testing required for materials and equipment manufactured off-site.
17. Review the contractor's red-line as-built plans and ensure that the red-line changes are incorporated by the design engineer into the final electronic version of the as-built plans.
18. Procure agency-furnished items to minimize schedule and cost impacts to the project.
19. Obtain and manage storage, control inventory, and release of materials to contractors in a secure and timely fashion.

20. Perform project closeout activities, including preparation of the final construction project report, and filing of the notice of completion as necessary. “Project Closeout” is defined as all owner agencies accepting their respective improvements, including but not limited to: City of Oakland, Port of Oakland, and Union Pacific Railroad, and acceptance/approval of the project by all regulatory and resource agencies having jurisdiction over the project.
21. Host and/or facilitate meetings including preparation of all materials and staffing as may be required (e.g., contractor progress meeting, partnering sessions, stakeholder progress meetings and/or field visits, resource agency site visits, and outreach to impacted property owners/communities done in conjunction with the Public Information Officer).

B. Office/Equipment/Tools/Supplies/Facilities/Special Considerations

1. Consultant shall secure a facility of sufficient proximity to the project site to carry out the scope of services for the duration of the construction project, and all necessary equipment (e.g. copier, desks) to adequately accommodate the construction management team. This may be considered as reimbursable other direct costs if not already included in consultant overhead.
2. Consultant shall provide the necessary equipment, tools and supplies to provide the required services. This may include cell phones, laptops, vehicles equipped for construction activities, laths, manuals, office supplies, safety gear, etc. These may be considered as reimbursable other direct costs if not already included in consultant overhead.
3. As may be required, consultant shall secure special permits, fees, and insurance to access worksite.

III. DELIVERABLES

Deliverables as required to implement in accordance with ALAMEDA CTC’s Construction Management Administration Guide. Key deliverables for Task I (Base Scope of Work) include and are not limited to:

- A. Review and comment on 100% PS&E
- B. Review and comment on Final PS&E
- C. Complete Bid Documents
- D. Responses to Bidders
- E. Results of Bid Document Review

IV. REPORTS AND/OR MEETINGS

- A. Consultant shall meet with the ALAMEDA CTC Project Manager as needed to discuss progress on the project(s). Consultant shall participate in meetings as required to ensure effective communications. These meetings may include, but are not limited to:
 1. ALAMEDA CTC Committee and Commission meetings (monthly, participation as needed)
 2. Contractor meetings (weekly as needed as part of Task II)
 3. Resource, Permitting, and Funding agencies (as required as part of Task I and/or Task II, may be at ALAMEDA CTC or participants’ location and generally assumed to be in Alameda County)

V. SCHEDULE

- August 2019 – 60% PS&E
- December 2019 – 100% PS&E
- February 2020 – Final PS&E (RTL)
- April 2020 – Issuance of Bid Documents
- October 2020 – Contract Award/Start of Construction
- December 2022 – Construction Completion

B. REFERENCE MATERIALS

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

1. Alameda CTC's Quality Assurance Program
https://www.alamedactc.org/wp-content/uploads/2019/08/AlamedaCTC_Quality_Assurance_Program_Sept2018.pdf
2. Alameda CTC's Construction Management Administration Guide
https://www.alamedactc.org/wp-content/uploads/2019/08/AlamedaCTC_Construction_Management_and_Administration_Guide_v1_20190617.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-opportunities:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Levine Act Statement Form
3. Non-Lobbying Certification
4. Debarment and Suspension Certification Form – Prime Consultant
5. Debarment and Suspension Certification Form – Subconsultant
6. References Form
7. Cost Proposal Form A (Caltrans LAPM Exhibit 10-H; use applicable form and note that Exhibit 10-H4 is required for prevailing wage work)
8. Cost Proposal Form B
9. Consultant Audit Request Letter and Checklist (Caltrans LAPM Exhibit 10-A)
10. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K)

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. Cost Proposal Form A (Caltrans LAPM Exhibit 10-H; 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. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K; see [Appendix C](#)) for prime consultant and all subconsultants, unless such firm is eligible for, and will be requesting, a Safe Harbor Rate (SHR). 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 (DBE, LBE, SLBE, and/or VSLBE status, if any); (b) contact name, title; (c) mailing address; (d) telephone number; and (e) email address.
5. The selected proposer and all subconsultants shall provide financial documents for the contract as required under the Consultant Financial Document Review Request Letter (Caltrans LAPM Exhibit 10-A; see [Appendix C](#)) within five (5) days of Alameda CTC's notice to firm that it is the successful proposer.

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

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

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

E. INSURANCE REQUIREMENT FORM

Part A

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

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

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

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

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

Certificates of Insurance: Promptly on execution of this contract and prior to commencement of any work hereunder, the selected consultant shall deliver to Alameda CTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Such certificates shall include information identifying the contract (i.e., services provided, project name, and the RFP number). The consultant agrees, upon written request by Alameda CTC, to furnish copies of such policies or endorsements required under the contract prior to the effective date of the contract.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by the selected consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by consultant pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

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

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

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

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

Part B – Insurance Exception Request

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

Insurance Provision	Insurance Exception

F. RESOURCES FORM

PRIME PROPOSER MUST SUBMIT A RESOURCES FORM

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

1. **Key Staff Availability.** Provide sufficient detail to describe each individual's specific roles/responsibilities for this contract, a description of the benefits the person brings to the team, and their availability over the duration of this contract as to provide assurance to their ability to perform the requested services in a responsive and timely manner.
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.