



**REQUEST FOR PROPOSALS  
ALAMEDA CTC RFP NO. R21-0001  
PROJECT MANAGEMENT AND PROJECT CONTROLS SERVICES**

July 30, 2020

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide project management and project controls services for the Capital Program Project. The anticipated performance period is for an initial period of 36 months from February 2021 to January 2024, with options for up to 2 additional years of service.

This contract will utilize federal funds. As such, federal requirements will apply. **The Disadvantaged Business Enterprise (DBE) contract goal for this contract is 11.0%**. See Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I; see [Appendix C](#)). This contract is not subject to the Alameda CTC Local Business Contract Equity Program.

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 RFP Registration Form below.

**The Optional Online Pre-Proposal Meeting is scheduled for Thursday, August 13, 2020, at 3:00 p.m. Pacific Time (PT)**; use the below RFP Registration Form to register and the Pre-Proposal Meeting Link to attend.

**Proposals are due on Monday, August 31, 2020, at 3:00 p.m. PT.**

**RFP Web Page:** [www.alamedactc.org/contracting-opportunities](http://www.alamedactc.org/contracting-opportunities)

**RFP Registration Form:** <https://forms.gle/sYh3nCFZRDDX13Qn7>

**Pre-Proposal Meeting Link:** <https://global.gotomeeting.com/join/323991557> (You can also dial in using your phone at [+1 \(646\) 749-3122](tel:+16467493122) with access code 323-991-557)

**Reference Questionnaire:** <https://forms.gle/uJt3H3RgnipVBuvd6>

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".

Gary Huisingh  
Deputy Executive Director of Projects

cc: Alastair Powell, Associate Administrative Analyst

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**Alameda County Transportation Commission**

**REQUEST FOR PROPOSALS**

**Alameda CTC RFP No. R21-0001**

**Project Management and Project Controls Services**

**Date Issued: Thursday, July 30, 2020**

Alameda County Transportation Commission

1111 Broadway, Suite 800

Oakland, California 94607

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## INTRODUCTION

The 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 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 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 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 November 2, 2010, Alameda County voters approved Measure F, authorizing ACCMA to administer the proceeds from a Vehicle Registration Fee (“VRF”), starting with registrations effective July 2011 with collection beginning in May 2011.

On January 23, 2014, Alameda CTC approved the 2014 Transportation Expenditure Plan. The 30-year Expenditure Plan expands 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 augments and extends the existing transportation sales tax (Measure B) and provides 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 their 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 successful 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.

The successful proposer selected through this RFP will represent Alameda CTC in managing and reviewing invoices of other Alameda CTC consultants, subconsultants, contractors, subcontractors, and vendors. Alameda CTC must avoid situations where the successful proposer is placed in a position of actual or apparent conflict of interest. However, Alameda CTC recognizes that there are a limited number of firms, many of which are small and/or local businesses, with the expertise required both for participation on this contract and for participation on Alameda CTC's projects and programs, and Alameda CTC does not want to unfairly limit the ability of Alameda CTC or its funding partners to select the most appropriate consultant firms for future work.

Accordingly, subject to a review on a case-by-case basis by Alameda CTC's Executive Director or designee, the selected prime consultant and the members of its team will be eligible to submit bids for future contracting opportunities that are either awarded directly by Alameda CTC, or awarded by any project sponsor using Alameda CTC sales tax or other funding. While, as detailed above, the successful proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest, the main purpose of the Executive Director's review will be to confirm that neither the selected prime consultant nor any member of the consultant team could be placed in a position where, in performing the scope of the contract resulting from this RFP, that individual or firm would be responsible for reviewing its own work for a specific project. If the selected consultant or any member of the consultant team is awarded a subsequent contract, and is then in position to review its own work on that subsequent contract, such consultant shall be responsible for adjusting the team members' responsibilities or finding a replacement firm to both ensure continuity of such services and avoid actual and apparent conflicts of interest, at the consultant's own cost.

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: 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 (12) 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.

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 the 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 Alameda CTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives Alameda CTC's award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in 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 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 at their 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 and its subconsultants shall not, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status deny benefits to any person nor unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of non-compliance, Alameda CTC may cancel, terminate or suspend the contract in whole or in part. The proposer may also be declared ineligible for further contracts with Alameda CTC.

Proposer and its subconsultants shall take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination. 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 USC § 623, 42 USC § 2000, 42 USC § 6102, 42 USC § 12112, 42 USC § 12132, 49 USC § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*].

**L. Subconsultants**

1. For the purposes of this RFP, “subconsultants” also refers to all firms, other than the prime consultant, proposed for performing work or incurring costs on the resulting contract; this includes all subconsultants, subcontractors and/or vendors, of any tier.
2. 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 their 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.
3. Any subcontract 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.
4. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the proposer by Alameda CTC.
5. Any substitution of subconsultants must be approved in writing by the Alameda CTC 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 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 Determination: [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 ten (10) calendar days of the execution of the contract arising from this RFP. 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. FEDERAL REQUIREMENTS**

### **A. Disadvantaged Business Enterprise (DBE) [49 CFR, Part 26]**

The DBE contract goal for this contract is as stated in the RFP invitation letter and/or [Appendix C](#) (Notice to Proposers - DBE Information). The successful proposer shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the resulting contract (49 CFR 26).

1. This RFP and resultant contract are subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The successful proposer who enters into a federally-funded agreement will assist Caltrans in a good faith effort to achieve California’s statewide overall DBE goal.
2. To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this RFP’s goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts. Participation by the successful proposer or its subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2).
3. It is the proposer’s responsibility to verify that the DBE firm is certified as a DBE by the specified proposal submittal due date and time. For a list of DBEs certified by the California United Certification Program, go to <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>. Proof of DBE certification shall be submitted with the proposal.
4. Caltrans specifies a contract goal for DBE participation. Proposals submitted in response to an RFP for federally funded contract(s) must meet the DBE goal by performing the work as a prime DBE, using DBEs as subconsultants, or by documenting good faith efforts (see [Appendix C](#), Good Faith Efforts). **Failure to meet the DBE goal or good faith efforts requirements and provide required DBE participation will result in the proposal being rejected as non-responsive.** If a DBE subconsultant is unable to perform, the selected consultant must make good faith efforts to replace such DBE subconsultant with another DBE subconsultant, if the goal is not otherwise met. Failure to make adequate good faith efforts to meet the DBE goal may result in payment being denied.
5. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The proposer, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract awarded under this RFP. The proposer shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the selected consultant to carry out these requirements shall constitute a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

6. Any subcontract entered into as a result of this RFP shall contain all of the provisions of Article I, Section H (Disadvantaged Business Enterprise Program; Other Federal Requirements) of the Alameda CTC Sample Professional Services Contract.

**B. 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 thirty (30) calendar days may take place only for good cause and with prior written approval from Alameda CTC's Project Manager and/or Deputy Executive Director. 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.

**C. DBE Records**

1. The selected consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the contract resulting from this proposal, a summary of these records shall be prepared and submitted on Exhibit 17-F in Chapter 17 of the Local Assistance Procedures Manual (LAPM), "Final Report-Utilization of Disadvantaged Business Enterprises First-Tier Subcontractors."

**D. DBE Certification and De-certification Status**

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the contract, the subconsultant shall notify the consultant in writing with the date of certification. Any changes must be reported to Alameda CTC's Project Manager and/or Deputy Executive Director within thirty (30) calendar days.

**E. Materials or Supplies Purchased from DBEs**

Materials or supplies purchased from DBEs will count towards DBE credit under the following conditions:

1. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm

that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies will be counted toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease contract and not an ad hoc or Contract-by-Contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**F. Performance of DBE Proposers and Other DBE Subconsultants/Suppliers**

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

(See [Appendix C](#), Notice to Proposers – DBE Information, and [Appendix C](#), Good Faith Efforts).

**G. 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.*].

**H. 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.

**I. 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. [23 USC 112(b)(2)(B), 49 CFR 18.26, 48 CFR 31, 2 CFR 200.]

**J. Federal Grant Requirements**

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

**K. 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.

**L. 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.*).

**M. 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].

**N. 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**

Alameda CTC intends to retain a professional services consultant or consultant team to provide project management and project controls services to support the management of key phases of projects in the Capital Program and administer various Programming and Programs activities.

**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 36 months, from February 2021 to January 2024, with the option to continue for 2 additional years of service through January 2026.
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:** Alastair Powell

**Title:** Associate Administrative Analyst  
**Email:** [apowell@alamedactc.org](mailto:apowell@alamedactc.org)

**E. Pre-Proposal Meeting (Optional)**

An optional, but recommended, pre-proposal meeting will be held online as indicated in [Table 1](#) (RFP Schedule).

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

Consultants planning to participate are requested to register for the pre-proposal meeting using the RFP Registration Form identified in the cover letter of this RFP by 5:00 p.m. the day prior to the pre-proposal meeting. Participants may join the pre-proposal meeting using the Pre-Proposal Meeting Link identified in the cover letter of this RFP.

**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 RFP 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. R21-0001.” 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>	Thursday, July 30, 2020
<b>Optional Pre-Proposal Meeting</b> held online. By 5:00 p.m. the day before the meeting, please register using the RFP Registration Form and join using the Pre-Proposal Meeting Link, both identified in the cover letter of this RFP.	Thursday, August 13, 2020 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.	Monday, August 17, 2020 3:00 p.m.

ACTIVITY	DATE/TIME
<b>Final Addendum issued, if necessary.</b> Proposers may sign up for RFP email notifications using the RFP Registration Form identified in the cover letter of this RFP.	Monday, August 24, 2020
<b>Due Date for Proposals and Reference Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED.</b> References shall submit the web-based Reference Questionnaire (identified in the cover letter of this RFP) by or before this deadline.	Monday, August 31, 2020 3:00 p.m.
<b>Anticipated Proposal Review.</b> Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	Monday, October 5, 2020
<b>Interviews, if necessary.</b>	Thursday, October 15, 2020
<b>Anticipated Final Evaluation and Determination of Top-Ranked Firm.</b>	Friday, October 16, 2020
<b>Contract Award Request to the Alameda CTC Commission</b>	Thursday, January 28, 2021
<b>Anticipated Contract Commencement.</b>	Friday, February 12, 2021

## 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**): the complete set of electronic files comprising the proposal in PDF format, except the Resources Form ([Appendix D](#)) which shall be provided in source (i.e., XLS/XLSX) **and** PDF formats. All PDF documents must be formatted with Optical Character Recognition to ensure text is searchable and may be copied.
- **Cost Proposal (in a separate digital folder** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in [Section II.2.E.5](#)): the complete set of electronic files comprising the cost proposal in source (i.e., XLS/XLSX) **and** PDF formats.

Electronic files shall be sent via email attachment or file sharing service. Files should be clearly named. Proposers should allow sufficient delivery time to ensure timely receipt by Alameda CTC. Late submittals will not be accepted. Submissions transmitted by facsimile or hard copies will not be accepted.

The files must be submitted to the Sole Point of Contact at the email address identified in [Section II.1.D](#) (Sole Point of Contact) in an email with a subject line containing the RFP number and title and with the body containing the proposer’s name, address, and telephone number.

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” pages with at least 1” margins. The font requirement applies to all text except for charts, tables and graphs. Graphs, diagrams or organizational charts could be shown on 11” x 17” pages. An 8½” x 11”

page counts as one page and an 11” x 17” page counts as two pages. Proposals shall not exceed 10 pages, 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, with the prime consultant first, then 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>• Resources Form (<a href="#">Appendix D</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>	– 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, VSLBE, and/or DBE 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 (**no modification to this statement is allowed**):

Our firm (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) calendar 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 and the rationale for the implementation approach. Outline the activities that would be undertaken in completing the various tasks (including subtasks) and specify who would perform them. Include any underlying assumptions.
  - b. Provide a timetable for completing all work specified in [Appendix A](#) (Required Scope of Work, Deliverables and Staffing).

- c. Demonstrate understanding of, and identify, the key risks and challenges for delivering the project, and discuss risk mitigation measures for the aforementioned.
2. **Expertise.** This section shall describe how your firm’s expertise will be practically applied to fulfill the Scope of Work, including areas of consideration and how your firm will implement the contract.
  - 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.
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. Key team members, also referred to as “key personnel” herein, denotes individuals, from any firm on the proposer team, that have key roles and responsibilities expected to remain the same throughout the duration of the contract.
  - a. Designate (i) the project manager who will serve as Alameda CTC’s key contacts throughout the duration of the contract, and (ii) the key team members for your proposed team.
  - 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 team members will remain the same throughout the duration of the contract.
  - c. Proposers must also complete a Resources Form ([Appendix D](#)) and include as a proposal appendix.
5. **Cost Proposal.** Proposer shall submit, in XLS/XLSX and PDF formats, the following in a separate digital folder clearly labeled “Cost Proposal Attachment”:
  - 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, annual escalation, and profit rates, if any.** Note that for this contract, the escalation rates may not exceed 3% and the profit rates may not exceed 8-10%. To justify and support a profit rate exceeding 8%, consideration will be given based on the complexity of the work to be performed, the risk borne by the

consultant, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.

- **Unit costs and 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. Also see Section II.1.B(3) (Method of Payment).

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**

Proposer shall ensure that Alameda CTC receives a minimum of three (3) completed Reference Questionnaires from appropriate client references for each key team member on the proposal, related to previous projects similar to this project, or elements of this project, on which the key team member had significant involvement within the past five (5) years. None of the references shall be from Alameda CTC. 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 Reference Questionnaire (identified in the cover letter of this RFP) are due to be submitted online, as indicated in [Table 1](#) (RFP Schedule).

The proposer shall additionally include, as an appendix to the proposal, reference project information for previous projects similar to this project, or elements of this project, on which its key team members had significant involvement within the past five (5) years, including but not limited to the following:

1. Project Owner
2. Project Title
3. Project Phase
4. Project Location
5. Project Description
6. Project Duration (i.e., months or years, start and end dates)
7. Total Contract Amount
8. Key Team Member’s Firm and its Role in the Project

9. Key Team Member’s Role in the Project

10. Attachments (optional; i.e., any other reference materials, such as project fact sheets or resumes)

Such appendix will not count toward the page count limit.

**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 from all firms, with the prime consultant first, then 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 3: REQUIRED FORMS AND CERTIFICATIONS**

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
<a href="#">Section I.1.N</a> – Public Works Contractor Proof of Registration with DIR for current period required for the prime consultant if any prevailing wage work is performed, and for the subs performing prevailing wage work	–	✓	If performing prevailing wage work
<a href="#">Section I.3.A</a> – Proof of DBE Certification	–	✓	✓
<a href="#">Section II.2.B</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="#">Section II.2.G</a> – <ul style="list-style-type: none"> <li>• Reference Questionnaires</li> <li>• Reference Project Information</li> </ul>	–	✓	If Applicable
<a href="#">Appendix C</a> – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
<a href="#">Appendix C</a> – Levine Act Statement	–	✓	✓
<a href="#">Appendix C</a> – Non-Lobbying Certification if applicable	–	✓	✓
<a href="#">Appendix C</a> – Debarment and Suspension Certification; use applicable form	–	✓	✓
<a href="#">Appendix C</a> – Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages); required for prevailing wage work	✓	If performing prevailing wage work	If performing prevailing wage work

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
<p><a href="#">Appendix C</a> – Cost Proposal Form B:</p> <ul style="list-style-type: none"> <li>• B1: Breakdown of Costs</li> <li>• B2: Cost Summary</li> <li>• B3: Contact Information by Firm</li> <li>• B5: Contract Cost Basis</li> <li>• B6: Budget by Firm</li> <li>• B7: Rates by Firm</li> <li>• B8: Unit Costs by Firm</li> </ul> <p>Note that B4: LBCE Program Participation Summary is <b>not</b> applicable to this RFP.</p>	✓	✓	✓ Include in Prime Consultant's Cost Proposal Form B
<p><a href="#">Appendix C</a> – Certification of Financial Management System and Contract Costs (Caltrans LAPM Exhibit 10-K) (required unless firm is eligible for, and requesting, a Safe Harbor Rate)</p>	✓	✓	✓ Required for all firms
<p><a href="#">Appendix C</a> – Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1)</p>	–	✓	–
<p><a href="#">Appendix C</a> – Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2)</p>	–	Selected Prime Consultant to submit at end of negotiations	–
<p><a href="#">Appendix C</a> – Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I)</p>	–	–	–
<p><a href="#">Appendix C</a> – DBE Information – Good Faith Efforts (Caltrans LAPM Exhibit 15-H)</p>	✓	✓	–
<p><a href="#">Appendix D</a> – Resources Form in its entirety:</p> <ul style="list-style-type: none"> <li>• Key Personnel 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
<p><a href="#">Appendix E</a> – Insurance Requirement Form</p>	–	✓	✓ Include in Prime Consultant's Insurance Requirement Form

\* Required for subs (subconsultant, subcontractor, vendor, etc.) of any tier.

### 3. PROPOSAL EVALUATION/CRITERIA

#### I. 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.

#### J. 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 the Sole Point of Contact shall schedule interviews with the firms on the short list, if deemed necessary.

#### K. 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 and rank the proposals:

**TABLE 4: PROPOSAL CRITERIA**

PROPOSAL 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, and proposer’s experience in working with this scope and with public agencies and familiarity with the related process.	30
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

	<b>Total:</b>	<b>100</b>
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**L. Proposer Interviews**

If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the Selection Review Panel’s evaluation of the technical proposals. Otherwise, the Selection Review Panel will establish a short list of proposers based on the evaluation and ranking of the proposals, and Alameda CTC will select proposers from the short list for an interview. The final evaluation to select the top-ranked proposer will be based solely on the interview criteria below and will not include the initial evaluation or ranking based on the proposal criteria above. The project manager and key team members should plan to attend the interview.

**A. 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**

INTERVIEW CRITERIA	MAXIMUM POINTS
1. <b>Understanding the Required Scope of Work.</b>	20
2. <b>Expertise.</b>	30
3. <b>Management Plan.</b>	20
4. <b>Staffing Plan and Availability.</b>	10
5. <b>Effectiveness of Interview.</b> Overall interview discussions and presentation.	20
<b>Total:</b>	<b>100</b>

**B. 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). Proposers will be evaluated based on the accuracy and completeness of their submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the proposer with the highest average ranking based on the Selection Review Panel’s evaluation using the Proposer Interview Criteria in [Section II.3.E](#) and will not include the initial evaluation or ranking of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on 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 contract is executed.

**APPENDICES**

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## **A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING**

Consultant shall provide Project Management and Project Controls (PM/PC) Services to support the management of key phases of projects in the Capital Program and administer various Programming and Programs activities under the direction of Alameda CTC. The professional disciplines furnished by Consultant will vary according to the specific requirements of each particular project as requested by Alameda CTC. Therefore, Consultant must have the capability to provide the full range of services associated with project development, project delivery management, and project control.

Consultant shall provide support services including, but not limited to, the following tasks:

- Task 1: Overall Program Management
  - Task 2: Programming and Project Controls
  - Task 3: Project Development and Management
  - Task 4: On-Call Services and Other Direct Costs
- Optional Tasks
- Construction Management
  - Project Controls Database

Specific details related to major tasks are described below:

### **TASK 1: OVERALL PROGRAM MANAGEMENT**

Under the direction of the Alameda CTC's Deputy Executive Director of Projects (Project Manager) or designee, the PM/PC will provide support for services and activities related to managing the overall program. The PM/PC Program Manager will report to and take direction in this regard from the Alameda CTC Project Manager or designee, who is the responsible person in charge and accountable overall for the work products provided and the services performed under this scope of services. Overall Program Management includes, but is not limited to:

- Fully developing and delivering all tasks within this RFP and additional tasks as negotiated.
- Providing and performing program administrative services and activities to support Programming and Project Controls, Capital Project Delivery, and Alameda CTC including, but not limited to:
  - a. Assist in development and preparation of information and specialized graphics for project information, presentations, and reports for various publications and communication tools.
  - b. Assist in development, coordination, preparation for, and scheduling of meetings and events, and preparation of meeting materials. Prepare conference rooms and signage, coordinate meeting logistics, set up and take down of meetings.

- c. Provide support to Project Managers with various project administrative tasks such as project correspondence, staff reports, copying, filing, mailing, meeting notes/minutes, etc.
- Assist in drafting and compiling agenda packet items (i.e., staff reports) for program, project, and programming items for inclusion in the agenda packets for the regular Commission meetings and sets of standing committee meetings preceding each Commission meeting.
- Provide support to the Alameda CTC Accounts Payable and Accounts Receivable functions for Projects. This support includes, but is not limited to:
  - a. Invoice review including processing and recommending for payment for project-related expenditures.
  - b. Preparing and recommending reimbursement documents for submission for all project-related expenditures.

<b>Deliverables by Task</b>	<b>Date/Frequency</b>
<ul style="list-style-type: none"> <li>• Program Management Support</li> </ul>	Ongoing

## **TASK 2: PROGRAMMING AND PROJECT CONTROLS**

### **Task 2A: Programming**

Under the direction of the Alameda CTC’s Project Manager or designee, provide technical support to the Programming and Projects Group staff with matters relating to the programming , allocation and monitoring of funding from various local, state and federal sources for which the Alameda CTC has programming and/ or allocation authority, including but not limited to the 1986 Measure B, 2000 Measure B, 2010 Vehicle Registration Fee, 2014 Measure BB, Congestion Management Agency Transportation Improvement Program, Transportation Fund for Clean Air Program Manager, One Bay Area Grant Program and State Transportation Improvement Program. Provide technical programming support services including, but not limited to the following:

- Guidance in developing strategic programming approaches including preparation and updating local sales tax measure strategic plan documents.
- Developing policies and procedures for programming, monitoring and oversight processes.
- Perform financial analyses including preparation of local sales tax measure cashflows and fund management and other local funds., including Vehicle Registration Fees (VRF).
- Developing processes that support effective fund program administration, financial resources management, and funding oversight.
- Assist with federal and state funding requirements such as the Caltrans local assistance process, reporting and monitoring contract requirements such as Disadvantage Business Enterprise participation related to federal funding or Local Business Contract Equity Program for local funds, and reviews of funding eligibility requirements.

- Support the preparation of Alameda CTC’s Comprehensive Investment Plans (CIP) for Commission approval, including policies, guidelines, project and program recommendations, and reports.

As directed, provide Project Management Oversight services related to the implementation of the 1986 Measure B, 2000 Measure B, and the 2014 Measure BB Capital Programs on a program-wide basis as requested by the ALAMEDA CTC. Program-wide matters include the development of the required funding agreements and guidelines required for the administration of the 1986 Measure B, 2000 Measure B and Measure BB Capital Program. This task includes inter-agency coordination and facilitation for matters requiring cooperation between the Programming, Projects, Planning, and Finance Groups. The program-wide support includes aiding individual project managers with project-specific funding and procedural matters and providing input as requested for activities related to internal project control and program management policies, guidelines and procedures. Specific activities may include:

- Coordination and collaboration with local jurisdictions and agency staff to obtain available project information for oversight and monitoring of project delivery, financing, and funding related to the fund sources for which the Alameda CTC has programming and allocation authority.
- Development of an initial fund estimate and financial models for all projects and programs as part of Comprehensive Investment Plan (CIP).
- Development and preparation of funding agreements, as requested by Alameda CTC.

<b>Deliverables by Task</b>	<b>Date/Frequency</b>
<ul style="list-style-type: none"> <li>• Draft and Final versions of Funding Agreements as requested by Alameda CTC</li> </ul>	As Requested
<ul style="list-style-type: none"> <li>• Local Sales Tax Measure and local funds Cashflow updates</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>• Strategic Plan updates</li> </ul>	Semi-Annual
<ul style="list-style-type: none"> <li>• Development of fund estimates, models and CIP</li> </ul>	Annually
<ul style="list-style-type: none"> <li>• Development of programming policies and procedures</li> </ul>	As requested
<ul style="list-style-type: none"> <li>• Support for state and federal funding programs</li> </ul>	As requested

<ul style="list-style-type: none"> <li>• Monitoring, evaluating and reporting on external project sponsor's project implementation</li> </ul>	Biannually
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**Task 2B: Project Controls**

Under the direction of the Alameda CTC Project Manager or designee, provide and perform defined services and activities related to program and project controls for current projects in the Alameda CTC Capital Program and Planning (see Tables A-1 and A-2 for partial list of projects).

The PM/PC shall assist in developing, implementing, and monitoring project controls, including processes and procedures for project strategy, organization and administration, control and change management systems, plans and techniques for mitigating, eliminating and managing project risks and schedule management. This work includes, but is not limited to:

- Accurate input and recording of Funding, Budgets, Commitments, and Incurred Cost detail into the Project Controls System (PCS).
- Assist with reconciling and validating cost information with Financials and baseline budgets and forecasts as well as against approved funding.
- Assist in the preparation and maintenance of accurate funding plans and, as needed, provide cash flow data for projects in the Capital Program.
- Assist with recording funding agreement information in PCS, and assist with preparation of funding breakdowns.
- Assist Project Managers with project reporting, including the preparation of funding and expenditure summaries, project-related staff reports and supporting documentation for Alameda CTC's Committees and Commission meetings.
- Work closely with agency Project Managers and staff to maintain project management information for each project, including cost, expenditure, scope, schedule, funding plans, and cash flow analysis.
- Assist in the preparation of project-related financial and funding reports including, but not limited to mid-year and annual budgets.
- Assist in the management of cost and schedule controls for project portfolio for Alameda CTC capital programs and projects. Implement Change Management and Document Control Management Systems and Processes to track changes and requests to PCS, cost and schedule baseline information and documentation.
- Analyze system design and infrastructure, and modify and/or develop modules, forms, queries, reports, etc. in the Alameda CTC Project Control System (PCS) ACCESS database. Services to be provided will include, but are not limited to the following:
  - Review the system and document the steps for publishing a revised version of the software.
  - Modify, delete, and develop database modules, tables, fields, forms, queries, reports, and other objects.
  - Design and develop project, contract, and invoice dashboards.
  - Perform QA/QC of prepared reports.
  - Optimize the system.

- Update or prepare documentation for new or modified PCS modules, with sample screens and step-by-step instructions for performing the primary function of that module.
- Solicit input from key subject matter experts for system development and documentation.

<b>Deliverables by Task</b>	<b>Date/Frequency</b>
Monthly Internal Project Status Report	Monthly
Quarterly Capital Projects/Program Report	Quarterly
Program Delivery Plans for all Capital Projects and Programs	As required
Project Funding Plans (PFPs) for all Capital Projects and Programs	As required

### **TASK 3: PROJECT DEVELOPMENT AND MANAGEMENT**

Under the direction of the Alameda CTC’s Project Manager or designee, provide and perform the necessary services and activities related to Project Delivery Management for capital projects that are led and managed by Alameda CTC or local agencies in the Capital Program, from project inception to project closeout. An example project list is included in Table A-3; this list is subject to change. The PM/PC will provide continuous program management, oversight, and coordination for the pre-design project development, environmental clearance, design, right-of-way, and pre-construction activities related to Alameda CTC and partner agency projects in order to satisfy the project scopes, objectives, deliverables, schedules, and budgets. The PM/PC shall develop, implement, and monitor project controls including process and procedures for project strategy, organization, and administration; control and change management systems; plans and techniques for mitigating, eliminating, and managing project risk; environmental, health and safety; quality assurance and controls; and schedule management. Overall needs for this task include, but are not limited to:

- Preparing and maintaining project management plans.
- Interacting and coordinating with program stakeholders to ensure adherence to project scope and objective.
- Detailed schedule development and control.
- Cost estimating and value engineering.
- Cost control including cash flow projections, estimates to complete, actual cost spent, and change management.
- Quality planning, assurance, and control of all project deliverables.
- Communications planning, distributions, and reporting.
- Document control, including use of commercially accepted software platforms.

- Contract administration and management of consultants for pre-design, environmental, design, right-of-way, pre-construction activities, and design support services during construction.
- Right-of-way coordination and support, including assisting with facilitating coordination, interactions, negotiations, and transactions with various property owners and utility owners, and helping develop, review, and process various right-of-way and utility agreements.
- Ensuring compliance with all funding terms and conditions.
- Coordination with other public and private entities.
- Oversight for procurement of all permits and licenses, as needed, including assisting with coordination with the various environmental regulatory and permitting agencies to process approval of environmental documents, permits, and other environmental approvals.
- Work with project teams, Caltrans, and other agencies to determine environmental mitigation requirements; identify necessary mitigation, negotiate and execute mitigation agreements, and implement long-term mitigation maintenance and monitoring plans.
- Local Business Equity and DBE compliance and monitoring, and both interim and final reporting for the program manager and contracted teams.
- Provide support and advice to Alameda CTC on innovative project delivery, efficient program implementation, and leveraging various programming/funding/partnership opportunities.
- Provide technical resources to perform engineering and other technical services, including quality assurance reviews of technical deliverables, preparation of engineering drawings using computer-aided drafting (CAD), engineering analysis and report writing, and preparation of public materials.
- Coordinate and oversee design support during construction, including coordination between the design consultant and the project resident engineer, in order to address design-related issues which arise during construction.
- Project Control/Financial Management:
  - a. Coordinate with Project Controls team to implement and maintain cost, scope and schedule project information in PCS.
  - b. Assist in the preparation and review of documentation in support of entering and processing various financial transactions through agency financial systems.
  - c. Assist in the preparation of review of capital cost estimates for various project phases; prepare draft and final PFPs in support of project funding/programming.
  - d. Assist with preparation of funding documents, allocation requests, grant applications, and inter-agency agreements.
- Contract Management:
  - a. Assist in contract management including developing baseline estimates and independent cost estimates; support development of project-related professional services contracts and amendments; and monitor executed agreements for contract compliance including review and approval of invoices, progress reports, contract equity utilizations, and staff change requests, etc.

- b. Provide assistance to others who are managing construction management professional services and construction contracts to verify compliance to contract scope, budget, and schedule.

<b>Deliverables by Task</b>	<b>Date/Frequency</b>
New Work Plan for projects initiated and any revisions to existing work plans	Quarterly
Scope, Cost, and Schedule for each phase of the project for programming purposes, for professional services agreements and project funding agreements	As required
Various interagency agreements, professional services contracts, ROW & utility agreements, mitigation agreements, various agreement/contract amendments	As required
Data and background information development for presentations for project related items at Committee and Commission meetings, external political boards/councils, stakeholders, other agencies and various interest groups, community groups/organizations	Monthly and as required
PFPs for new projects and updates to existing ones	As required
Cooperative Agreements, financial agreements, mitigation agreements, ROW and utility agreements, maintenance agreements, project charters, MOUs, etc.	As required
Project Progress Reports for commission/committee and to external agencies such as Metropolitan Transportation Commission (MTC), Tri-Valley Transportation Council, Caltrans, CTC, federal agencies	Monthly and as required
Programming/funding documents, fund allocation requests through CTC, Federal Highway Administration and other authorizing agencies	As required
Staff Reports for Committees and Commission	Monthly and as required

#### **TASK 4: ON-CALL SERVICES AND OTHER DIRECT COSTS**

The Consultant shall provide on-call services as required and then as authorized by the Alameda CTC Project Manager or designee. Work authorized for on-call services will be issued through specific task orders.

On-call services may include, but are not limited , performing the tasks identified in this scope of services for projects not actively being managed by Consultant, including other agency projects and partner agency projects. In addition, on-call services may include, but are not limited to, the following:

- Project management assistance and support services, including assistance with issues related to Caltrans, MTC, FHWA, and other transportation and regulatory agencies.
- QC/QA services.
- Technical support, including engineering services.
- Drafting staff reports, presentations, and other public materials.
- Outreach activities, such as planning and presenting at workshops, surveys, preparation of outreach materials including websites, direct mailers, and stakeholder interviews, including special events support
- Funding and grant application assistance, including technical grant writing support, preparation of materials, collaboration with outside agencies and local jurisdictions, development of scope, schedule, and budget, and development of strategy and recommendations.
- Conceptual engineering, including advancing projects through conceptual engineering for roadway, highway, rail, bus, bicycle, and pedestrian projects
- Develop and review costs estimates, including identification of risks and contingencies
- Assist with development of strategic programming for all phases of project development and delivery
- Assist with the development of agreements, including contracts and partnering agreements
- Develop presentations, maps, GIS services, and other graphics to support reports, presentations, or events
- Draft, compile, and review agency technical documents and publications

#### **TASK 5: OPTIONAL TASKS**

The Consultant shall provide Optional tasks to Alameda CTC as required and then as authorized by the Alameda CTC Project Manager or designee through specific task orders.

Optional Tasks may include, but are not limited to:

**Task 5.A: CONSTRUCTION OVERSIGHT /MANAGEMENT**

Under the direction of the Alameda CTC's Project Manager or designee, construction oversight services will be provided for projects where Alameda CTC is a stakeholder and/or funding guarantor. These services include, but are not limited to:

- a. Oversee construction management/construction contract administration services by others (primarily Caltrans but possibly a construction management consultant).
- b. Interacting, coordinating and communicating with program and project stakeholders to ensure adherence to project scope and objective as well as report on any challenges, issues, and/or recommendations in a timely manner.
- c. Assist with preparation of the bid package, and the bidding, advertisement, and award of construction contracts that Alameda CTC is administering, including following-up and responses.
- d. Coordinate with the PCS Project Controls/PMO team and periodically assist in updating the PFP.
- e. Assist with the management of professional service contracts for design services during construction and construction management.
- f. Assist with authorizing, review and approval of project related expenditures/invoicing
- g. Continual project monitoring and reporting.
- h. Continual schedule monitoring, control and reporting.
- i. DBE compliance, monitoring and both interim and final reporting for the program manager and general contractor teams.
- j. Cost control management and reporting including cash flow projections, estimates to complete, actual cost spent, change management and claims review.
- k. Review, processing, and tracking of all contractor requested change orders, and analysis of change orders including for reasonable costs.
- l. Manage agency scope objectives into ongoing construction contracts by Contract Change Order (CCO).
- m. Ensure compliance with all funding terms and conditions.
- n. Quality assurance and control.
- o. Communications planning, distributions, and reporting.
- p. Document control, including use of commercially accepted software platforms.
- q. Management and closeout of ROW acquisition activities and contract obligations during construction.
- r. Management and closeout of utility relocation activities during construction.
- s. Attend project progress meetings and other project and construction program related meetings, perform minute keeping at scheduled meetings.

- t. Tracking of all material submittals and responses.
- u. Tracking of all RFIs & responses.
- v. Provide technical assistance to resolve project issues.
- w. Provide assistance and/or draft materials and make presentations at public relations and outreach events.
- x. Monitor that federal funding requirements are being met and adhered to prepare Local Assistance Procedures Manual forms for start-up and closeout for projects that require them.
- y. Review of contractor’s security and safety plan, including coordination with or hiring of a jobsite safety accountability supervisor for Covid-19 related efforts.
- z. Project closeout including overseeing the delivery of as-built drawings, equipment warranty information (as applicable), the results of equipment performance testing, training as needed, DBE final expenditure and utilization report per Caltrans final reporting requirements, and review of final applications for payment.

**Clarifications:**

Consultant to provide vehicles and mobile equipment as necessary to perform the above tasks, and invoice expenses as other direct costs.

<b>ALAMEDA CTC with Deliverables by Task</b>	<b>Date/Frequency</b>
Provide monthly construction program status report	Monthly
Provide monthly updates to project fact sheets, website and other ALAMEDA CTC communications	Monthly
Staff Reports for Committees and Commission	Monthly
Presentations for project related items at Committee and Commission meetings	Monthly

**Task 5.B: NEW PROJECT CONTROLS DATABASE**

Under the direction of the Alameda CTC’s Project Manager or designee, evaluate integrated Capital Program and Project Management Systems such as but not limited to e-Builder and Oracle Primavera Unifier, to better integrate Alameda CTC’s existing controls and financial systems. Based on the evaluations, provide recommendations and seamless transition strategies to integrate with the Alameda CTC’s existing processes, procedures, and workflows.

### **Task 5.C: POTHOLING**

Provide complete potholing services, including excavation to locate utilities, survey services to capture utility locations, and all work to backfill and return surface to original condition, in accordance with jurisdictional agencies/encroachment permits. Consultant shall acquire all necessary permits to perform the work, including payment of all fees, and will comply with all permit requirements.

#### **TABLE A-1 – EXAMPLE LIST OF ACTIVE ALAMEDA CTC ADMINISTERED CAPITAL PROJECTS LIST**

- Oakland/Alameda Access (I-880 Broadway-Jackson)
- Route 84 Expressway - South Segment
- I-880 North Safety and Operational Improvements at 23rd and 29th
- I-680 Sunol Express Lanes - (Phase 1)
- I-680 Sunol Express Lanes - (Phase 2)
- I-880 SB HOV (Replacement Planting)
- I-80 Gilman Interchange Improvements
- SR 84 Widening from south of Ruby Hill Drive to I-680 and SR 84 / I-680 Interchange Improvements
- I-80 ICM Project #6 - Traffic Light Synchronization Plan (TLSP)
- Freight Intelligent Transportation System (FITS)
- 7th Street Grade Separation (East)
- 7th Street Grade Separation (West)
- I-80 Ashby Interchange Improvements
- I-580/I-680 Interchange Improvements (Study)
- I-880 Interchanges (Whipple Road/Industrial Parkway Southwest and Industrial Parkway West) Improvements
- East Bay Greenway - Lake Merritt BART to S. Hayward BART
- I-880 Interchanges (Winton Ave and A Street)
- State Route 262 (Mission Boulevard) Connector
- San Pablo (SR 123) Multi-modal Corridor
- East 14th Street/Mission and Fremont Boulevard Multi-modal Corridor
- Dublin Boulevard - North Canyons Parkway Extension
- I-680 NB Express Lane from SR84 to Alcosta Blvd
- I-680 SB Express Lane from SR84 to Alcosta Blvd
- Rail Safety Enhancement Program Phase 1
- Project Management Oversight projects

#### **TABLE A-2 – EXAMPLE LIST OF ACTIVE EXTERNALLY ADMINISTERED CAPITAL PROJECTS LIST**

- Irvington BART Station
- Bay Fair BART Connector
- BART Modernization Program
- Union City Intermodal Station
- Union City East West Connector/Quarry Lakes Parkway

**TABLE A-3 – EXAMPLE LIST OF PROJECTS FOR PROJECT DELIVERY MANAGEMENT**

- Oakland/Alameda Access (I-880 Broadway-Jackson)
- 7th Street Grade Separation (West)
- I-80 Ashby Interchange Improvements
- I-880 Interchanges (Whipple Road/Industrial Parkway Southwest and Industrial Parkway West) Improvements
- I-880 Interchanges (Winton Ave and A Street)
- I-680 NB Express Lane from SR84 to Alcosta Blvd
- I-680 SB Express Lane from SR84 to Alcosta Blvd
- East Bay Greenway - Lake Merritt BART to S. Hayward BART

**B. REFERENCE MATERIALS**

There are no reference materials for this RFP.

### C. REQUIRED FORMS INCORPORATED BY REFERENCE

**If proposer is unable to provide in its proposal the documents denoted with an asterisk (\*) below, proposer should NOT submit a proposal to Alameda CTC.** 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. Non-Lobbying Certification Form
4. Debarment and Suspension Certification Form – Prime Consultant
5. Debarment and Suspension Certification Form – Subconsultant
6. A&E Consultant Financial Document Review Request (Caltrans LAPM Exhibit 10-A)
  - The selected proposer and all subconsultants shall provide financial documents for the contract as required under the Caltrans LAPM Exhibit 10-A within five (5) business days of Alameda CTC’s notice to firm that it is the successful proposer.
7. Cost Proposal Form B\*
  - Cost Proposal Form B must be completed in its entirety for prime consultant and all subconsultants.
8. Cost Proposal – Prevailing Wages (Caltrans LAPM Exhibit 10-H4)\*
  - Exhibit 10-H4 is required for each firm prevailing wage work.
9. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K)\*
  - The most recent Fiscal Year End (FYE) Indirect Cost Rate (ICR) must be submitted; e.g., the 2018 FYE ICR must be submitted.
  - A date range format of MM/DD/YY-MM/DD/YY must be provided in the Fiscal Period field, per the definition of fiscal period on the form.
  - Exhibit 10-K must be completed for prime consultant and all subconsultants.
10. Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1)\*
11. Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2)
12. Notice to Proposers DBE Information (Caltrans LAPM Exhibit 10-I)
13. DBE Information - Good Faith Efforts (Caltrans LAPM Exhibit 15-H)

## D. 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 XLS/XLSX **and** PDF formats:

1. **Key Personnel 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.

**E. INSURANCE REQUIREMENT FORM**

**\*\*\*PRIME PROPOSER MUST COMPLETE AND SUBMIT THIS FORM\*\*\***

**Part A – Certification**

The selected consultant and its subconsultants as defined in **Part C** under the resulting contract shall, at such firms’ own expense, obtain and maintain in effect at all times the types of insurance, as identified in **Part C**, 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. Any firm unable to meet any of the required minimum insurance coverages listed in **Part C** must complete **Part B** to request for exception to the such insurance requirements. **IF SUCH EXCEPTIONS ARE NOT REQUESTED IN PART B WITH THE PROPOSAL, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED AND WAIVERS WILL NOT BE CONSIDERED AT A LATER TIME.** This form must be completed and submitted in its entirety.

<b>By signing below, you acknowledge and agree to provide the required Proof of Insurance providing verification of the minimum insurance requirements listed in Part C within ten (10) calendar days of the execution of the resulting contract and prior to performing any work under such contract.</b>	
Alameda CTC RFP No.:	R21-0001
Authorized Signature:	
Name and Title:	
Prime Company Name:	
Date:	

**Part B – Insurance Exception Request**

Identify the name of each firm (i.e., prime or subconsultants) and the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Firm Name	Insurance Provision	Requested Insurance Exception

**Part C – Insurance Requirements for the Resulting Agreement (AGREEMENT)**

**The following additional insured and insurance coverage is required for this AGREEMENT:**

- Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$2,000,000 general aggregate, and \$1,000,000 Personal & Advertising Injury.
- Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease.
- Unmanned Aerial Vehicle Insurance (as applicable; see **Paragraph 6**) – \$1,000,000 combined single limit per occurrence.
- Professional Liability (as applicable; see **Paragraph 4**) – \$2,000,000
- Automobile Liability – \$1,000,000 combined single limit per occurrence.
- Umbrella or Excess Liability Insurance – \$1,000,000
- Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention.
- Additional Insured – ALAMEDA CTC and its respective officers, employees and agents.
- Cyber and Privacy Insurance (if checked, **Paragraph 7** applies hereto) – \$1,000,000

**The insurance requirements for this AGREEMENT, including for coverage limits and additional insured, are described herein.** CONSULTANT and its subconsultants, vendors, and subcontractors of all tiers (excluding providers of products or services classified as direct expenses in this AGREEMENT) (collectively referenced as “subconsultants” herein) shall carry and maintain all such insurance coverage throughout the entire term of this AGREEMENT, except as may be specified elsewhere in this appendix. Requests for waivers to any of the insurance requirements set forth in this AGREEMENT with respect to the CONSULTANT or any subconsultant shall be submitted in writing to ALAMEDA CTC prior to the start of work or costs incurred by the CONSULTANT or such subconsultant. ALAMEDA CTC will review any insurance exception requests and may issue written approval of such waivers at its discretion. All policies will be issued by insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better. The insurance requirements as to the types of limits of insurance coverage, to be maintained by CONSULTANT and its subconsultants, 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.

**1. Commercial General Liability Insurance.** CONSULTANT and each subconsultant shall carry and maintain occurrence-based Commercial General Liability Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from work under this AGREEMENT performed by CONSULTANT or subconsultant, its agents, representatives, or employees, and (b) blanket contractual liability on all written contracts, including this AGREEMENT or the subcontract, as applicable.

**2. Automobile Liability Insurance.** CONSULTANT and each subconsultant shall carry and maintain occurrence-based Automobile Liability Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix for all automobiles owned, used or maintained by the CONSULTANT or subconsultant and its officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles (ISO form CA 0001 covering any auto, code 1). Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such automobile liability coverage may be, but is not required to be, provided as part of the liability insurance described above.

**3. Umbrella Insurance.** CONSULTANT and each subconsultant shall carry and maintain Umbrella Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix, providing excess limits over Employer’s Liability, Automobile Liability, Commercial General Liability, and Unmanned Aerial Vehicle (UAV) Insurance (if applicable).

**4. Professional Liability Insurance.** CONSULTANT and each subconsultant performing professional services under this AGREEMENT shall carry and maintain Professional Liability Insurance for errors and omissions in an amount equal to or greater than the minimum coverage shown in this appendix. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, the insuring party shall maintain continuous coverage in effect for the term of this AGREEMENT and for at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. As used in this Paragraph 4, “professional services” means design, engineering, planning, legal, information technology, and similar services requiring specialized skills, knowledge, or a professional license. Upon request, ALAMEDA CTC will advise as to whether any particular service hereunder represents professional services requiring such coverage.

**5. Workers’ Compensation Insurance.** CONSULTANT and each subconsultant shall carry and maintain Workers’ Compensation Insurance as required by California law, covering all work performed by CONSULTANT under the AGREEMENT, and all personnel performing services under the AGREEMENT. CONSULTANT and each subconsultant shall carry and maintain Employer’s Liability Insurance in an amount equal to or greater than the minimum coverage shown in this appendix, and any and all other coverage of its 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 Insurance and Employer’s Liability Insurance may be waived, if, and only for as long as, CONSULTANT or subconsultant, as applicable is a sole proprietor with no employees.

**6. Unmanned Aerial Vehicle (UAV) Insurance.** If CONSULTANT or any subcontractor, or anyone working on their behalf, utilizes any unmanned aircraft, aerial vehicle or drone (each a “UAV”) as part of the services performed under this AGREEMENT, CONSULTANT and the applicable subcontractor shall carry and maintain, or cause the operator of the UAV to carry and maintain, occurrence-based UAV Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. The policy shall include an endorsement providing that

such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or other additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from use of UAVs under this AGREEMENT, (b) protection against claims arising from violation of privacy injury arising from use of UAVs under this AGREEMENT, and (c) blanket contractual liability on all written contracts, including this AGREEMENT or the applicable subcontract. UAV Insurance may be provided under Commercial General Liability Insurance if such policy contains a separate endorsement for such UAV coverage. Any entity or individual who operates a UAV as part of performing services under this AGREEMENT must be properly certified and registered with the Federal Aviation Administration (“FAA”) and follow all applicable FAA rules and regulations.

**7. Cyber and Privacy Insurance.** If the applicable box is checked in the above table hereof, this **Paragraph 7** shall apply to this AGREEMENT. CONSULTANT and any subconsultant handling Personally Identifiable Information (as defined herein) under this AGREEMENT shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information or information that can be linked to a specific individual, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other similar information (collectively, “Personally Identifiable Information”), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT and such subconsultant shall maintain continuous coverage in effect for the term of this AGREEMENT and for at least one (1) year beyond the termination or completion of services.

**8. Deductible.** A deductible or self-insured retention is permissible on all policies, provided that such deductible shall not exceed the amount shown in this appendix. Further, if any insurance policy includes a self-insured retention, nothing shall prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention. If any insurance policy states that the self-insured retention must be paid by a named insured as a precondition of the insurer’s liability (or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention), such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT.

**9. Proof of Insurance.**

**(a) CONSULTANT’s Insurance.** CONSULTANT shall provide insurance certificates and policy endorsements (collectively, “PROOF OF INSURANCE”) evidencing CONSULTANT’s policies described in this **Article I, Section E** to ALAMEDA CTC within ten (10) calendar days of the execution of this AGREEMENT. Neither CONSULTANT nor any of its subconsultants shall perform any work under this AGREEMENT prior to ALAMEDA CTC’s receipt of all required proof of insurance for CONSULTANT.

**(b) Subconsultants’ Insurance.** CONSULTANT shall provide PROOF OF INSURANCE with respect to professional liability coverage for each subconsultant required to carry such insurance under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such subconsultant. Notwithstanding the foregoing, CONSULTANT need not provide PROOF OF INSURANCE for any subconsultant(s) whose aggregate anticipated compensation under

this AGREEMENT is less than the greater of (i) fifty thousand dollars (\$50,000) or (ii) five percent (5%) of the aggregate compensation payable hereunder.

(c) **PROOF OF INSURANCE Standards.** All PROOF OF INSURANCE shall provide for not less than thirty (30) calendar days' prior written notice to ALAMEDA CTC of any cancellation, non-renewal or material change of coverage in the policy or policies, and shall further provide that ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. At least five (5) business days prior to the expiration date of any policy of insurance carried by CONSULTANT or any subconsultant for which CONSULTANT must provide PROOF OF INSURANCE hereunder, CONSULTANT shall provide PROOF OF INSURANCE confirming that the policy has been extended or a replacement policy has been obtained. If any PROOF OF INSURANCE is not provided in a timely manner as provided in this **Paragraph 9**, ALAMEDA CTC shall withhold twenty-five percent (25%) of all payments made to CONSULTANT until such document(s) are provided to ALAMEDA CTC.

**10. Maintenance of Insurance.** If CONSULTANT fails to maintain all insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to ALAMEDA CTC confirming that all required insurance policies are in effect. If any subconsultant fails to maintain the professional liability insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work by said subconsultant at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to ALAMEDA CTC as evidence that the subconsultant's professional liability insurance policy is in effect.

**11. Subconsultants' Insurance Requirements.** The provisions of this appendix are applicable to all subconsultants hereunder, regardless of tier and subcontract amount. Except as provided in **Paragraph 9** above, CONSULTANT is solely responsible for ensuring that each subconsultant carries and maintains insurance which meets the above specifications, or confirming that each subconsultant has been added to the CONSULTANT's applicable policy as an additional name insured if said policy allows such addition, prior to such subconsultant performing any work under this AGREEMENT, and thereafter so long as such subconsultant is performing work under this AGREEMENT. Any failure to properly monitor all subconsultants' insurance coverage will constitute negligence on the part of CONSULTANT and subject to CONSULTANT's indemnity obligations pursuant to **Article I, Section D** of the AGREEMENT.