



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R21-0003
CONTRACT COMPLIANCE AND EQUITY SUPPORT SERVICES**

November 24, 2020

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide contract compliance and equity support services for Alameda CTC. The anticipated performance period is for an initial period of 36 months from July 1, 2021 to June 30, 2024, with options for up to 2 additional years of service.

This contract will be funded with Vehicle Registration Fee, Measure B, and/or Measure BB funds, or such funds in combination with other local funds. As such, the Alameda CTC Local Business Contract Equity (LBCE) Program requirements will apply. The LBCE Program's goals for professional services are 70.0% for Local Business Enterprise (LBE) and 30.0% for Small Local Business Enterprise (SLBE). This contract is not subject to the Disadvantaged Business Enterprise 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 Monday, December 7, 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 Tuesday, January 12, 2021, at 3:00 p.m. PT.

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

RFP Registration Form: <https://forms.gle/sJ6AME4iTwoXVLPy6>

Pre-Proposal Meeting Link: <https://zoom.us/j/98107171807>

Reference Questionnaire: <https://forms.gle/QaUtXJcDgAYtethy8>

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

Sincerely,

A handwritten signature in blue ink that reads "Patricia Reavey". The signature is fluid and cursive, with the first name being more prominent.

Patricia Reavey
Deputy Executive Director of Finance and Administration

cc: Alastair Powell, Associate Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R21-0003

Contract Compliance and Equity Support Services

Date Issued: Tuesday, November 24, 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.

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.

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.

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 Finance and Administration Committee (FAC) 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 FAC 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 relationship 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.

2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Alameda CTC’s standard form professional services contract. The Alameda CTC Sample Professional Services Contract is available on the Alameda CTC website at www.alamedactc.org/contracting-forms and is incorporated herein as if attached. Alameda

CTC reserves the right to substitute and/or modify the Alameda CTC Sample Professional Services Contract prior to contract execution with acceptance by both parties.

A. Exceptions to the Alameda CTC Sample Professional Services Contract

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

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

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

B. Invoicing Requirements

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

C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in [Appendix E](#) (Insurance Requirement Form). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in [Appendix E](#), within 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. LOCAL BUSINESS CONTRACT EQUITY PROGRAM

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds; consequently, Alameda CTC’s Local

Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for award of professional service contracts to firms located within Alameda County. For professional services, the LBCE Program has a Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%. Further details regarding this program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/contract-equity, as well as lists of all currently certified LBE, SLBE, and Very Small Local Business Enterprise (VSLBE) firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice for payment.

Alameda CTC is available to assist firms in meeting the LBE and SLBE goals. All questions regarding certification should be directed to the Sole Point of Contact (as identified in [Section II.1.D](#)). Alameda CTC shall determine if the applicant meets the certification requirements. Certification applications should be submitted to the Sole Point of Contact. All firms utilized to meet an LBE and/or SLBE goal must be certified by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE and/or SLBE certification will not be accepted with the proposal.

SECTION II

1. RFP INFORMATION

A. RFP Description

The Alameda CTC intends to retain a professional services consultant or consultant team to provide contract compliance and equity support services, including but not limited to: tracking, monitoring, reviewing, and analyzing contracts, in accordance with agency, local, state, and federal requirements, including labor compliance such as prevailing wage requirements; providing independent review of contract data; coordinating and administering the Local Business Contract Equity (LBCE) and Disadvantaged Business Enterprise (DBE) Programs; processing LBCE Program certification applications for Local Business Enterprise (LBE), Small Local Business Enterprise (SLBE), and Very Small Local Business Enterprise (VSLBE) firms; determining contract-specific contract equity goals; conducting outreach; and providing as-needed technical support.

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 July 1, 2021 to June 30, 2024, with options for up to 2 additional years of service through June 30, 2026.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on specific rates of compensation and/or lump sum by task, but is subject to the terms and conditions established as a result of negotiations.

C. Reference Materials

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

D. Sole Point of Contact

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
Telephone: (510) 208-7438

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. R21-0003.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

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

TABLE 1: RFP SCHEDULE

ACTIVITY	DATE/TIME
RFP issued.	Tuesday, November 24, 2020
Optional Pre-Proposal Meeting 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.	Monday, December 7, 2020 3:00 p.m.

ACTIVITY	DATE/TIME
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	Friday, December 11, 2020 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the RFP Registration Form identified in the cover letter of this RFP.	Tuesday, January 5, 2021
Due Date for Proposals and Reference Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References shall submit the web-based Reference Questionnaire (identified in the cover letter of this RFP) by or before this deadline.	Tuesday, January 12, 2021 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	Tuesday, February 16, 2021
Interviews, if necessary.	Week of March 1, 2021
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	Monday, March 8, 2021
Anticipated Contract Commencement.	Thursday, July 1, 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 24 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
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E) (Exceptions listed below)	✓
Proposal Content (Section II.2.E) (Exceptions to page limit) <ul style="list-style-type: none"> • Resources Form (Appendix D) • Cost Proposal (Section II.2.E.5) 	–
Performance Measures (Section II.2.F)	✓
References (Section II.2.G)	–
Required Forms and Certifications (Section II.2.H)	–
Resumes	– Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
Design Samples (Optional and as applicable)	–
Writing Samples (Optional and as applicable)	–

B. Letter of Transmittal

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

1. Full list of the project team (including proposer and all subconsultants, subcontractors and/or vendors, of any tier) and detail any proposed joint venture arrangements such as revenue/profit sharing:
 - a. *Company (LBE, SLBE, and/or VSLBE status, if any) – arrangements detail (if any)*
2. Selection Process Lead (the primary point of contact during the selection process):
 - a. *English honorific prefix (e.g., Mr./Ms.), Name, Title*
 - b. *Mailing address*
 - c. *Telephone number*
 - d. *Email address*
3. Public Contract Code Statement (**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 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 RFP scope or elements of this RFP scope.
 - 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 and are 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%.
 - **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.

- The LBCE worksheet of the cost proposal must be accurate and consistent with the Breakdown of Costs and Expense Detail worksheets and will be the basis for determining the percentage of participation toward each goal, excluding costs for any optional task(s) and/or phase(s).
 - Only the value of the work actually performed by LBE, SLBE and/or VSLBE firms will be counted towards the applicable goals. **Alameda CTC will count expenditures to LBE, SLBE and/or VSLBE firms that perform a Commercially Useful Function per the proposal.** This includes the cost of equipment, supplies, and materials.
- c. Any additional tasks that are not specifically requested in the RFP must be clearly described as “optional tasks” and shown as On-Call Tasks line items.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. 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 Questionnaires (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*
Section I.3 – LBE, SLBE, and/or VSLBE Proof of Certification	–	✓	✓
Section II.2.B – Letter of Transmittal: <ul style="list-style-type: none"> • Full list of the project team • Selection Process Lead • Public Contract Code Statement • 120-Day Binding Offer Statement • Signed by an authorized officer 	–	✓	–
Section II.2.G – Reference Project Information Note that Reference Questionnaires should be received by Alameda CTC directly, and are thus not part of the proposal submittal.	–	✓	If Applicable
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Levine Act Statement	–	✓	✓
Appendix C – Cost Proposal Form B: <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Cost Summary • B3: Contact Information by Firm • B4: LBCE Program Participation Summary • B5: Contract Cost Basis • B6: Budget by Firm • B7: Rates by Firm • B8: Unit Costs by Firm 	✓	✓	<ul style="list-style-type: none"> ✓ Include in Prime Consultant’s Cost Proposal Form B
Appendix C – Certification of Financial Management System and Contract Costs (Caltrans LAPM Exhibit 10-K) (required	✓	✓	<ul style="list-style-type: none"> ✓ Required for all firms

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
unless firm is eligible for, and requesting, a Safe Harbor Rate)			
Appendix C – Safe Harbor Rate Application (Caltrans Form)	✓	If applicable and eligible	If applicable and eligible
Appendix D – Resources Form in its entirety: <ul style="list-style-type: none"> • Key Personnel Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	✓ Include in Prime Consultant’s Resources Form
Appendix E – Insurance Requirement Form	–	✓	✓ Include in Prime Consultant’s Insurance Requirement Form
* Required for subs (subconsultant, subcontractor, vendor, etc.) of any tier.			

3. PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness

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

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

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

B. Proposal Evaluation

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

C. Proposal Criteria – 100 Points Possible

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

TABLE 4: PROPOSAL CRITERIA

PROPOSAL CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work. Understanding of the RFP objectives, project needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	20
2. Expertise. 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.	20
3. Management Plan. Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	20
4. Staffing Plan and Availability. Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; key personnel’s level of involvement in performing related work; and assessments by client references as available. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	20
5. Overall Cost of Services. The lowest cost proposal for the required services, excluding costs for any proposed optional task(s)/service(s), will receive the highest score. Other proposals will be scored as a ratio of their proposed cost to the lowest proposed cost.	10
6. Ability to Meet or Exceed Applicable LBE and SLBE Goals – As further described in Section I.3 (Local Business Contract Equity Program) this RFP and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). Such excluded costs may be shown as On-Call Tasks/Deliverables line items in the submitted Cost Proposal Form B.	10 (5 for each goal)
Total:	100

D. 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.

E. Proposer Interview Criteria – 100 Points Possible

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

TABLE 5: INTERVIEW CRITERIA

INTERVIEW CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work.	20
2. Expertise.	15
3. Management Plan.	20
4. Staffing Plan and Availability.	20
5. Overall Cost of Services.	5
6. Ability to Meet or Exceed Applicable LBE and SLBE Goals , as further described in Section I.3 ; the percentage of participation toward each goal will be as calculated under Section II.3.C (Proposal Criteria).	10 (5 for each goal)
7. Effectiveness of Interview. Overall interview discussions and presentation.	10
Total:	100

F. Award

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

SUMMARY

Alameda CTC intends to retain a professional services consultant or consultant team to provide contract compliance and equity support services, including but not limited to:

- Tracking, monitoring, reviewing, and analyzing contracts, in accordance with agency, local, state, and federal requirements, including labor compliance such as prevailing wage requirements;
- Conducting independent review and reconciliation of contract data and reporting findings, if any;
- Determining contract-specific contract equity goals;
- Coordinating and administering Alameda CTC's Local Business Contract Equity (LBCE) and Disadvantaged Business Enterprise (DBE) Programs;
- Processing LBCE Program certification applications for Local Business Enterprise (LBE), Small Local Business Enterprise (SLBE), and Very Small Local Business Enterprise (VSLBE) firms;
- Conducting outreach; and
- Providing as-needed technical support.

The successful proposer team shall be organized and staffed appropriately to perform the required scope effectively, efficiently, and independently to provide quality and timely work products. In addition, the proposer's consultant team must **demonstrate direct and comprehensive experience and expertise** in contract compliance and contract equity related to public contracting processes, as detailed in this RFP, including but not limited to the following areas:

- Policies, procedures, processes, best practices, and requirements related to public contract compliance, within the context of Alameda CTC's work, with an emphasis on professional services and construction contracts related to the delivery of capital projects.
- Policies, procedures, processes, best practices, and requirements related to public contract equity programs, such as for similar contract equity programs in Alameda County or the Bay Area (e.g., those adopted by the Port of Oakland, the City of Oakland, County of Alameda, Caltrans, and other agencies), including:
 - Certifying local and small local firms
 - Implementing outreach programs
- Familiarity with coordinating and preparing contract equity utilization reports.
- Ability to develop technical knowledge and understanding of the LBCE Program to be able effectively implement the program.
- Working knowledge of federal, state, and local regulations and requirements, including but not limited to: 49 CFR Part 26; Caltrans Local Assistance Procedures Manual (LAPM) and related forms/exhibits; and Labor Code Sections 1720-1861.

The consultant team, except the consultant PM, may be required to collocate to the Alameda CTC offices, as documents and files are maintained on-site. The on-site schedule is to be determined. Regular building hours are from 8:30 AM to 5:30 PM, Monday through Friday, excluding holidays on which Alameda CTC is closed. Flexible work schedules and telework (i.e. working from a remote location) may be permitted due to any applicable government mandates.

Alameda CTC anticipates a need for up to three (3) full-time equivalents (FTEs), with the third FTE potentially on an on-call basis.

BACKGROUND

In the last five years, Alameda CTC has issued approximately 50 procurements; Alameda CTC anticipates letting 7 procurements in FY 2020-21. For Fiscal Year (FY) 2019-20, Alameda CTC has 38 active professional services contracts subject to the requirements of the LBCE Program, 10 active professional services contracts subject to the requirements of the DBE Program, and 1 construction contract subject to the requirements of the DBE Program, in addition to sponsor agency agreements subject to the LBCE Program. Each year, Alameda CTC prepares reports on utilization data for its Commission on all contracts subject to the LBCE Program.

The goal of the LBCE Program is to encourage businesses to locate and remain in Alameda County, provide employment opportunities for residents of Alameda County, and to generate economic activity and stimulate the local economy.

The LBCE Program applies to contracts which are:

1. Funded either: (a) solely by 2010 Measure F Vehicle Registration Fee (VRF), Measure B and/or Measure BB sales tax funds, or (b) in part by VRF, Measure B, and/or Measure BB funds in combination with other local funds.
2. Either: (a) administered by Alameda CTC, or (b) related to, or in support of, a Sponsor Agency-administered capital project.

The LBCE Program does not apply to contracts that include state and/or federal funds.

Under the current LBCE Program, which was last revised December 2017, Alameda CTC maintains a list of approximately 300 Alameda CTC-certified Local Business Enterprise (LBE), Small Local Business Enterprise (SLBE), and Very Small Local Business Enterprise (VSLBE) firms.

TASK 1: PROJECT MANAGEMENT

- Manage the contract and the consultant team for accurate, timely and complete work under the scope.
- Monitor contract performance, and budget.
- Maintain, or ensure maintenance of, consultant team's calendars so that Alameda CTC staff are informed of consultant team's availability (i.e., if a consultant team member is taking time off, this should be reflected in the Outlook Calendar on Alameda CTC systems).
- Provide suitable substitute and/or replacement consultant team members in a timely manner as needed.
- Correct performance issues within thirty (30) calendar days of being issued an unsatisfactory performance notice from Alameda CTC. If a second unsatisfactory performance notice is issued from Alameda CTC, provide a suitable replacement team member, subject to the approval of the Alameda CTC PM.
- Meet with Alameda CTC PM as necessary to schedule tasks, plan upcoming activities, prioritize work, and coordinate with other staff or consultants, to ensure that this scope of services is completed according to the Alameda CTC's expectations.

- Upon request of the Alameda CTC PM, develop a work plan for each year and a detailed implementation schedule for all contract deliverables, to be maintained jointly with Alameda CTC.
- Prepare for and participate in bi-monthly check-in meetings with the Alameda CTC PM to ensure consultant is meeting Alameda CTC’s expectations.
- Attend and present at public meetings as requested, including, but not limited to, meetings of the Alameda CTC’s Committees or Commission.
- Record and prepare meeting notes for meetings.

<i>Task 1 Deliverables</i>
1. Work plan
2. Implementation schedule
3. Bi-monthly check-in meetings
4. Notes from important meetings as requested

TASK 2: CONTRACT AND PROGRAM COMPLIANCE

As requested by the Alameda CTC PM:

- Track, monitor, review, and analyze contracts, in accordance with agency, local, state, and federal requirements, including labor compliance such as prevailing wage requirements.
- Determine applicability of LBCE Program for upcoming Sponsor Agency contracting opportunities and review draft solicitation documents to determine compliance.
- Ensure LBCE and DBE Program compliance on the part of consultants, contractors, and vendors working under contract with Alameda CTC, as directed by the Alameda CTC PM.
- Assist in resolving and mediating contract issues relating to the LBCE Program and DBE Program.
- Coordinate and collect contract data, conduct independent review to verify and reconcile such data to reporting findings, if any, for the LBCE Program Utilization Reports
- Review LBCE Program Waiver of Goals requests from Sponsor Agencies and make recommendations.
- Review LCBE Program substitution requests from Sponsor Agency desiring to use its own local business program and make recommendations.
- Review and evaluate proposals, statements of qualifications and/or procurement documents to ensure responsiveness to the LBCE Program and DBE Program goal requirements.
- Participate in Alameda CTC’s procurement process as needed and as directed by Alameda CTC, which may include serving as an independent observer for an Alameda CTC-let contract.
- Participate in pre-bid/pre-proposal meetings to provide information to potential bidders/proposers about the LBCE Program and DBE Program.

- Other contract and program compliance support services as requested.

<i>Task 2 Deliverables</i>
1. Provide written correspondence and analysis to Alameda CTC for review and evaluation of proposals, statements of qualifications, and procurement documents describing responsiveness and goal attainment.
2. Prepare and present PowerPoint and handout materials for pre-bid/pre-proposal meetings describing the LBCE Program and/or DBE Program, as applicable.
3. Provide memoranda on contract issue resolutions.
4. Provide schedule and final memorandum of findings for independent review of contract data for the LBCE Program Utilization Reports.
5. Provide review and recommendations on requests from Sponsor Agencies for LBCE Program Waiver of Goals and LCBE Program substitution.
6. Participate in interviews by observing process and procedures, and providing relative questions for the interview.

TASK 3: ADMINISTRATIVE AND PROGRAM SUPPORT SERVICES

As requested by the Alameda CTC PM:

- Review, track and process LBCE Program certification applications for eligible firms in a timely manner for approval by the Alameda CTC, including expediting and flagging time-sensitive applications.
- Assist in investigation of firm status per the LBCE Program, including conducting site visits.
- Maintain the databases for interested and certified LBE, SLBE, and VSLBE firms in the Alameda CTC system,
- Coordinate monthly posting of the certified firms list in a timely manner.
- Maintain accurate and complete certification application documents of firms that apply for Alameda CTC certification and recertification.
- Assist firms with recertification, including issuing notification 60 days prior to expiration of certification.
- Provide firms with guidance on Alameda CTC’s certification application process.
- Categorize all firms using the North American Industry Classification System (NAICS) Codes.
- File and maintain all certification records.
- Develop and prepare, for approval by Alameda CTC PM, a plan to increase goal achievement on professional services and construction contracts administered or sponsored by Alameda CTC.

- Develop and prepare, for approval by Alameda CTC PM, an outreach plan for each specific professional services contract to increase LBE, SLBE, VSLBE and/or DBE participation.
- Assist in implementing Alameda CTC-approved outreach plans.
- Attend and participate in business outreach meetings hosted by Alameda CTC and selected business events to inform vendors of Alameda CTC’s LBCE Program.
- Participate in the partner agency meetings and outreach events on behalf of Alameda CTC.
- Prepare and coordinate delivery of advertisements and notices for upcoming contracting opportunities to local contracting community and other agency partners, and perform follow-up outreach. Such advertisement and outreach will include, but is not limited to, preparing and posting/distributing: advertisements in publications, email campaigns via online email marketing platforms, and notices on websites, newsletters, and/or forums.
- Coordinate outreach events on behalf of Alameda CTC.
- Participate in outreach events hosted by sponsor agencies and other like entities to inform business community of upcoming contracting opportunities.
- Facilitate networking and team building among potential subs and primes to increase LBCE Program and DBE Program participation.
- Assist Alameda CTC staff to connect with LBE, SLBE, VSLBE and DBE firms for potential contracting opportunities.
- Other administrative and program support services as requested.

<i>Task 3 Deliverables</i>
Monthly Deliverables due at the beginning of every month:
1. List of certified firms in Microsoft Excel on Alameda CTC’s network and website.
2. All applications and related attachments, in Alameda CTC’s network and Project Control System (PCS).
3. Letters/emails to vendors notifying them of pending certification expiration, in Alameda CTC’s network.
4. Letters/emails to certification applicants notifying them of certification approval, rejection, pending, or request for additional information, in Alameda CTC’s network. Approval and Rejection letters shall be signed by Alameda CTC’s Director of Procurement and Information Technology.
5. Log and report for site visits, in Alameda CTC’s network.
6. Log of number of vendors who seek assistance in certification, in Alameda CTC’s network.
7. List of vendor certification status (e.g., certified, expired, or pending) for the current month, in Microsoft Excel for Alameda CTC’s network and in PCS. Additional updates shall be provided as requested.

8. Draft and Final Local Business Outreach Plan for Alameda CTC approval that identifies, at a minimum, the following: <ol style="list-style-type: none">a. Goals and objectives of the outreach.b. Firms and organizations to be outreached to.c. Outreach methods, opportunities, and venues.d. Materials for outreach.e. Logistics of each outreach method.f. Detailed schedule of all outreach methods and events to be hosted or participated in by Alameda CTC and its consultants.g. Metrics for effectiveness of outreach plan in increasing business participation for program goal attainment and monthly updates on such metrics.
9. Written report of outreach efforts and the results on a contract-/project-specific basis.
10. Log of all vendors contacted as part of outreach efforts in Microsoft Excel.
11. Advertisement and notices for upcoming contracting opportunities.

TASK 01: ON-CALL SERVICES

As requested by the Alameda CTC PM and authorized through execution of one or more Task Order(s):

- Provide contract compliance and equity support services beyond the required scope of services, including, but not limited to, program review and recommendations and disparity studies.

<i>Task 01 Deliverables</i>
As needed and authorized by execution of one or more Task Order(s) at the discretion of Alameda CTC.

B. REFERENCE MATERIALS

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

1. Local Assistance Procedures Manual (LAPM)
<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>
 - Chapters 9, 10 and 15
2. Local Assistance Procedures Manual (LAPM) Forms
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>
 - Exhibit 9-D: Contract Goal Methodology
 - Exhibit 9-E: Sample Evaluation of Good Faith Effort
 - Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment
 - Exhibit 9-G: Sample Procedure for Good Faith Efforts
 - Exhibit 9-H: Sample Procedure for Reconsideration Hearing
 - Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist
 - Exhibit 10-H1~H3: Sample Cost Proposal (Example #1 thru #3)
 - Exhibit 10-H4: Cost Proposal for Caltrans with Prevailing Wages
 - Exhibit 10-I: Notice to Proposers DBE Information
 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
 - Exhibit 10-O1: Consultant Proposal DBE Commitment
 - Exhibit 10-O2: Consultant Contract DBE Commitment
 - Exhibit 10-R: AE Sample Contract Language
 - Exhibit 15-H: Proposer/Contractor Good Faith Effort (F-PDF), EX15H(Word)
3. Instructions for Exhibit 10-C A&E Consultant Contract Database
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/exhibit-10-c-database-instructions.pdf>
4. Frequently Asked Questions on Public Works
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
5. Frequently Asked Questions – Prevailing Wage
https://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
6. Director's General Prevailing Wage Determinations
www.dir.ca.gov/oprl/DPreWageDetermination.htm
7. Local Business Contract Equity Program
www.alamedactc.org/contract-equity
 - 2017 Local Business Contract Equity (LBCE) Program (December 7, 2017)
 - Certified Firms
 - EBIA Common Certification Application Overview
 - EBIA Common Certification Application
 - EBIA Common Re-certification Application
 - Certification Standards for LBCE Program - Supplemental B
 - Certification Checklist

- IRS Forms and Instructions (e.g., see Form 4506-T)
 - Exhibit A1 - Procurement Process: Professional Services
 - Exhibit A2 - Compliance Language: Professional Services
 - Exhibit B1 - Procurement Process: Construction
 - Exhibit B2 - Compliance Language: Construction
8. Disadvantaged Business Enterprises (DBE) Federal Program
<https://dot.ca.gov/programs/civil-rights/dbe>
 9. Code of Federal Regulations Title 49, Subtitle A, Part 26 (49 CFR Part 26)
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
 10. Labor Code Sections 1720-1861
https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=1.&goUp=Y

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:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Levine Act Statement Form
3. Cost Proposal Form B*
 - Cost Proposal Form B must be completed in its entirety for prime consultant and all subconsultants.
4. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K)*
 - The Indirect Cost Rate (ICR) for the most recent Fiscal Period (one-year accounting period) 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.
5. Safe Harbor Rate Consultant Certification of Eligibility; Contract Costs and Financial Management System (Safe Harbor Rate Application/Form)
 - If applicable, firms that are eligible may utilize a Safe Harbor Rate in lieu of an Exhibit 10-K.

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.

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.	
Alameda CTC RFP No.:	R21-0003
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:

- | | |
|--|--|
| <ul style="list-style-type: none"> • 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. | <ul style="list-style-type: none"> • 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. <input checked="" type="checkbox"/> 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 or 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.