



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R23-0003
SAFE ROUTES TO SCHOOLS
DIRECT STUDENT SAFETY TRAINING, SITE ASSESSMENTS, PROGRAM
EVALUATION, DATA COLLECTION AND ANALYSIS**

October 7, 2022

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide direct student safety training, site assessments, program evaluation, data collection and analysis for the Alameda County Safe Routes to Schools Program. The anticipated performance period is for an initial period of 36 months from July 1, 2023 to July 1, 2026, with options for up to 2 additional years of service.

This contract will utilize federal funds. As such, federal requirements will apply. **The Disadvantaged Business Enterprise (DBE) contract goal for this contract is 15.0%.** See Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I; see [Appendix C](#)). This contract is not subject to the Alameda CTC Local Business Contract Equity Program.

Responses should be submitted in accordance with the requirements and instructions set forth in this 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 Friday, October 21, 2022, 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, November 15, 2022, at 3:00 p.m. PT.

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

RFP Registration Form: <https://forms.gle/3Nqpqt3yBufLtSc9>

Pre-Proposal Meeting Link:

<https://us06web.zoom.us/j/88985459257?pwd=dmlnK0NrMTNvQWc3MDFjdTU2ckFmdz09>

Reference Questionnaire: <https://forms.gle/tRdg1uox4hXGWmvy8>

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 "Carolyn Clevenger". The signature is written in a cursive, flowing style.

Carolyn Clevenger
Deputy Executive Director of Planning and Policy

cc: Alastair Powell, Senior Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R23-0003

Safe Routes to Schools

Direct Student Safety Training,

**Site Assessments, Program Evaluation, Data Collection
and Analysis**

Date Issued: Friday, October 7, 2022

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 and use 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 for revenue operations 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 was designed to expand BART, bus and rail services within Alameda County, keep transit fares affordable for youth, seniors, and people with disabilities, provide traffic relief on city streets and highways using new technology, improve air quality, and create good quality, local jobs. On November 4, 2014, Alameda County voters approved Measure BB (supported by the 2014 Transportation Expenditure Plan), which 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 resulting 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.

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

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

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

G. 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.

H. 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.

I. 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 Planning, Policy and Legislative Committee (PPLC) 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 PPLC 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.

J. 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.*].

K. 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.

L. 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 Section II.2.B.

M. Prevailing Wage and Department of Industrial Relations Registration Requirements

The State of California’s General Prevailing Wage Rates are not applicable to this contract.

N. Proposers’ Responsibility for Completeness and Accuracy of Proposal and Exhibits

Each proposer is fully responsible for ensuring that the entirety of its proposal, including but not limited to (i) all forms and certifications required pursuant to [Section II.2.H](#), and (ii) any portion of said proposal, forms, or certifications prepared or submitted by any proposed subconsultants, is complete and accurate.

O. Ex Parte Communication Prohibited

Alameda CTC recognizes that adherence to procedures ensuring fairness is essential to the maintenance of public confidence in the value and soundness of Alameda CTC’s procurement processes. Therefore, any communication (whether in person, by telephone, or through electronic means), other than at a public meeting or as instructed in this RFP (“ex parte communications”), between a proposer or any subconsultant, and their respective employees, agents or representatives, and Alameda CTC’s Commissioners, Alternates, staff, agents, general counsel, contractors, or other representatives during the procurement process is strictly prohibited, except as otherwise provided herein.

1. Ex parte communications are prohibited from the issuance date of this RFP, through contract award, until the contract has been fully executed by Alameda CTC and the selected proposer.
2. Exceptions. This requirement shall not prohibit:
 - a. Communications specifically authorized by this RFP between a proposer and the Sole Point of Contact.
 - b. Pre-Bid and Pre-Proposal Meetings, and procurement interviews.
 - c. Communications between Alameda CTC staff and representatives of the selected proposer following contract award regarding (i) negotiation of final contract or amendment terms, work scope, and budget; (ii) collection and verification of administrative matters such as proof of insurance and other required forms; and (iii) execution and delivery of the signed contract.
 - d. The filing and processing of (i) a written protest to any proposed award, to be made pursuant to the Proposal Protest Procedure contained herein; (ii) an appeal of any decision made pursuant to the LBCE Program, following the procedures outlined therein; or (iii) an appeal of any decision or determination with respect to DBE matters, following procedures applicable thereto.
 - e. Addressing the Commission or a Standing Committee at public meetings.
 - f. Contacts between Alameda CTC’s staff and its consultants or contractors in regard to any work being performed on Alameda CTC projects or programs unrelated to this RFP.

3. Violation of the restrictions set forth above shall be grounds to: disqualify the violator from the award of the contract, void any award to or contract with the violator based on this RFP, and/or temporarily suspend or permanently debar the violator from future contracts with Alameda CTC.

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. Costs and Financial Documentation Requirements

The selected proposer and all subconsultants (as defined in RFP Section I.1.K) shall provide the cost and financial documents for the contract, if requested by Alameda CTC, within ten (10)

business days of Alameda CTC’s notice to firm that it is the successful proposer, including, but not limited to, the following forms or documents related to such forms:

- W-9 Form for the selected prime proposer only.
- Independent Auditors’ Report (for indirect cost rate audits), or if unavailable, an indirect cost rate schedule may be acceptable.
- Payroll registers for all individuals performing work.
- Financial Document Review (FDR) Request Form
- Certification of Indirect Costs and Financial Management System Form for the indirect cost rate for the most recent Fiscal Period (one-year accounting period); i.e., 01/01/2021-12/31/2021 or 07/01/2021-06/30/2022, whichever is later. The date range format of MM/DD/YYYY-MM/DD/YYYY must be provided in the Fiscal Period field, per the definition of fiscal period on the form.
- Paycheck Protection Program (PPP) Loan Questionnaire
- AASHTO Internal Control Questionnaire (ICQ) Appendix B
- Safe Harbor Rate Form - Consultant Certification of Eligibility of Contract Costs and Financial Management System

The proposer should be able to provide the documents if selected.

E. 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).

F. Identification of Documents

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

3. FEDERAL REQUIREMENTS

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

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

1. This RFP and resultant contract are subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The successful proposer who enters into a federally-funded agreement will assist Caltrans in a good faith effort to achieve California’s statewide overall DBE goal.
2. To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this RFP’s goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts. Participation by the successful proposer or its subconsultants shall be in accordance with information

contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2).

3. It is the proposer's responsibility to verify that the DBE firm (i) is certified as a DBE by the specified proposal submittal due date and time by using the California United Certification Program (CUCP) database at <https://caltrans.dbesystem.com/> and (ii) possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the proposer is responsible for documenting the verification record by submitting the CUCP data for each DBE firm with its proposal.
4. To ensure equal participation of DBEs provided in 49 CFR 26.5, Alameda CTC specifies the contract goal for DBE participation as approved by Caltrans. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. Proposals submitted in response to an RFP for federally funded contract(s) must meet the DBE goal by performing the work as a prime DBE, using DBEs as subconsultants, or by documenting good faith efforts (see [Appendix C](#), Good Faith Efforts). **Failure to meet the DBE goal or good faith efforts requirements and provide required DBE participation will result in the proposal being rejected as non-responsive.** If a DBE subconsultant is unable to perform, the selected consultant must make good faith efforts to replace such DBE subconsultant with another DBE subconsultant, if the goal is not otherwise met. Failure to make adequate good faith efforts to meet the DBE goal may result in payment being denied.
5. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The proposer, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract awarded under this RFP. The proposer shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the selected consultant to carry out these requirements shall constitute a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate. In administering the Alameda CTC components of the Caltrans DBE Program Plan, the proposer, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
6. Any subcontract entered into as a result of this RFP shall contain all of the provisions of Article I, Section H (Disadvantaged Business Enterprise Program; Other Federal Requirements) of the Alameda CTC Sample Professional Services Contract.

B. Prompt Payment of Funds Withheld to Subconsultants

Alameda CTC reserves the right to hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within ten (10) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with prior written approval from Alameda CTC's Project Manager and/or Deputy

Executive Director. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime proposers and subconsultants.

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

C. DBE Records

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

D. DBE Certification and De-certification Status

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

E. Materials or Supplies Purchased from DBEs

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

1. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies will be counted toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease contract and not an ad hoc or Contract-by-Contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services. 49 CFR 26.55 defines "manufacturer and "regular dealer."

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

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

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

G. Title VI of Civil Rights Act of 1964

Proposer agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21. [29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*].

H. Debarment

In contracts over \$25,000, proposer is required to certify, prior to executing a contract, that neither it, its subconsultants, nor their respective principals have been debarred from certain federal transactions by any Federal agency and to require any subconsultants with subcontracts over \$25,000 to provide a similar certification.

I. Audit and Inspection of Records

The selected consultant shall permit the authorized representatives of Alameda CTC, the Department of Transportation, and/or the Federal Highway Administration (FHWA), and the Controller General of the United States to inspect and audit all data and records of the proposer relating to its performance under the contract awarded through this RFP, from the date of the awarded contract until three (3) years after the close out of the federal grant from which that contract is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subconsultants. [23 USC 112(b)(2)(B), 49 CFR 18.26, 48 CFR 31, 2 CFR 200.]

J. Federal Grant Requirements

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

K. Pre-Award/Post-Award Audit

A pre-award/post-award audit is required for professional services contracts with state or federal-aid highway funds in the contract. The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with Caltrans auditors is to be expected. The pre-award audit recommendations from Caltrans shall be incorporated in the contract. [49 Code of Federal Regulations (CFR) Part 18, LAPM Chapter 10.]

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

Consultant acknowledges that this Agreement and the cost proposal are subject to a post-award audit by Caltrans. After Alameda CTC receives any post-award audit recommendations from Caltrans, the cost proposal and/or the total compensation figure above shall be adjusted by Alameda CTC to conform to the audit recommendations. Consultant acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this Agreement at Caltrans' sole discretion. Refusal by Consultant to incorporate interim audit or post-award recommendations will be considered a breach of the Agreement and cause for termination of the Agreement.

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

L. State Energy Conservation Plan

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

M. Clean Air and Water Pollution Act

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

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

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

SECTION II

1. RFP INFORMATION

A. RFP Description

Alameda CTC will seek professional services to implement the Alameda County Safe Routes to Schools Program at 300 schools in Alameda County. Services will include direct safety training for students, school safety assessments, technical assistance to schools and local partners related to traffic safety and safe routes to school, and conduct program evaluation. Alameda CTC staff will manage the SR2S program with the assistance of two contracts for professional services, each of which are currently soliciting proposals from interested parties. The successful proposers of the resulting contracts are expected to work together as directed by Alameda CTC on certain tasks to fulfill the SR2S program needs.

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, 2023 to July 1, 2026, with the option to continue for 1 additional years of service through July 1, 2028.
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: Senior Administrative Analyst
Email: apowell@alamedactc.org
Phone: (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. R23-0003.” 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.	October 7, 2022
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.	October 21, 2022 3:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	October 27, 2022 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.	November 7, 2022
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.	November 15, 2022 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	December 22, 2022
Interviews, if necessary.	January 4, 2023
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	January 5, 2023

ACTIVITY	DATE/TIME
Contract Award Request to the Alameda CTC Commission	May 25, 2023
Anticipated Contract Commencement.	July 1, 2023

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,” 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. Proposers can send up to 20 MB in email attachments per email. If the email being sent has more than one email attachment, the email attachments cannot add up to more than 20 MB. Proposers may send multiple emails. 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 20 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 Debarment and Suspension Certification 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"> • Detailed Schedule (Section II.2.E.1) • 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, VSLBE, and/or DBE status, if any) – arrangements detail (if any)*
2. Selection Process Lead (the primary point of contact during the selection process):
 - a. *Name and 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. Requirements Statement that proposer shall provide any and all information and documents for proposer and all subconsultants proposed to perform work and/or incur costs, as may be required and/or requested by Alameda CTC, including, but not limited to, requirements under RFP Section I.2 (Contract Requirements) and RFP Section I.3 (Federal Requirements).
5. 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). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Scope of Work and to demonstrate your firm's ability to provide services in an effective manner. The Detailed Schedule should show the expected sequence of tasks and subtasks, including durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal.
 - c. Demonstrate understanding of, and identify, the key risks and challenges for delivering the project, and discuss risk mitigation measures for the aforementioned.
2. **Expertise.** This section shall describe how your firm's expertise will be practically applied to fulfill the Scope of Work, including areas of consideration and how your firm will implement the contract.
 - a. Provide representation of work performed by your firm that are similar in nature to this project or elements of this project.

- b. Discuss specific qualifications and technical expertise of the firm.
 - c. Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of services and which may not have been specifically stated in this RFP.
3. **Management Plan.** This section shall describe methods of project management.
 - a. Describe methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and how the team will provide up-to-date and accurate information to Alameda CTC for the duration of the contract.
 - b. Describe how management of the team members and subconsultants will be handled. Discuss management of budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Staffing Plan and Availability.** This section shall include an organizational chart and identify key team members. Key team members, also referred to as “key personnel” herein, denotes individuals from any firm on the proposer team that have key roles and responsibilities and are expected to remain the same throughout the duration of the contract.
 - a. Designate (i) the principal-in-charge and 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”:
 - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
 - The budget should include an estimate of hours for each task and subtask, for all team members, along with their billing rates.
 - **Billing rates must be broken down into direct salary, fringe, overhead, annual escalation, and profit rates, if any.** Note that for this contract, the escalation rates may not exceed 3% and the profit rates may not exceed 8-10%. To justify and support a profit rate exceeding 8%, consideration will be given based on the complexity of the work to be performed, the risk borne by the consultant, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.
 - **Unit costs and non-labor expenses (direct expenses) must be itemized and broken down to show quantity and unit price.**
 - b. Provide cost breakdown by subconsultants, if any, and goal attainability, based on current certification at time of proposal submission.

- c. Any additional tasks that are not specifically requested in the RFP must be clearly described as “optional tasks” and shown as On-Call Tasks line items.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. Also see Section II.1.B(3) (Method of Payment).

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

F. Performance Measures

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

G. References

Proposer shall ensure that Alameda CTC receives a minimum of three (3) completed Reference Questionnaires from appropriate client references for each key team member on the proposal, related to previous projects similar to this project, or elements of this project, on which the key team member had significant involvement within the past five (5) years. None of the references shall be from Alameda CTC. The proposer is responsible for communicating to the referenced party the instructions and requirements for this process as outlined in this RFP, including the deadline for which Reference 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 Debarment and Suspension Certification 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 3: REQUIRED FORMS AND CERTIFICATIONS

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Section I.3.A – Proof of DBE 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 • Requirements 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 – Non-Lobbying Certification	–	✓	✓
Appendix C – Debarment and Suspension Certification; use applicable form	–	✓	✓
Appendix C – Cost Proposal Form B: <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Cost Summary • B3: Contact Information by Firm • B5: Contract Cost Basis • B6: Budget by Firm • B7: Rates by Firm • B8: Unit Costs by Firm Note that B4: LBCE Program Participation Summary is not applicable to this RFP.	✓	✓	✓ Include in Prime Consultant’s Cost Proposal Form B
Appendix C – Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-01)	–	✓	–
Appendix C – Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-02)	–	Selected Prime Consultant to submit at end of negotiations	–

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Appendix C – Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I)	–	–	–
Appendix C – DBE Information – Good Faith Efforts (Caltrans LAPM Exhibit 15-H)	✓	✓	–
Appendix C – Costs and Financial Documentation: <ul style="list-style-type: none"> • W-9 Form (selected prime proposer only). • Independent Auditors’ Report, or if unavailable, an indirect cost rate schedule may be acceptable. • Certified payroll registers. • Financial Document Review (FDR) Request Form • Certification of Indirect Costs and Financial Management System Form • Paycheck Protection Program (PPP) Loan Questionnaire • AASHTO Internal Control Questionnaire (ICQ) Appendix B • Safe Harbor Rate Form - Consultant Certification of Eligibility of Contract Costs and Financial Management System 	–	Selected Prime Consultant to submit within ten (10) business days of Alameda CTC’s notice to Prime Consultant that it is the successful proposer, if requested by Alameda CTC	Selected Prime Consultant to submit within ten (10) business days of Alameda CTC’s notice to Prime Consultant that it is the successful proposer, if requested by Alameda CTC
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.	30
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.	30
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
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 principal-in-charge, 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.	30
3. Management Plan.	20
4. Staffing Plan and Availability.	20
5. 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

INTRODUCTION

Mission

The mission of the Alameda County Safe Routes to Schools (SR2S) program is “Healthy Kids, Safer Streets, Strong Communities.”

SR2S Program History

The Alameda County SR2S Program promotes and encourages safe walking, bicycling, carpooling, and riding transit to school. The Alameda County SR2S program has been in operation for 16 years. The program began in 2006 as a pilot at two schools. In 2010, Alameda CTC was awarded federal funding to implement and expand the program. This scope of work reflects the program goals for work to commence on July 1, 2023.

The Alameda County SR2S program is funded by Federal Congestion Mitigation and Air Quality funds, Federal Surface Transportation Program funds, Transportation Funds for Clean Air, and local funds as matching funds to the federal dollars.

Alameda County SR2S Principles and Goals

The overarching goal for the Alameda County SR2S program is to encourage more students, parents, and caregivers to walk, bike, carpool, and take transit to school.

Principles. These core principles guide program implementation:

Every student in Alameda County shall have access to SR2S activities that effectively educate and encourage the use of clean, active, and shared modes of transportation to school (biking, walking, carpooling, transit, etc.).

- SR2S program supports schools as a liaison to assist with program implementation.
- Safety infrastructure is critical to the success of SR2S education and encouragement activities and requires partnerships with cities, school districts, and the County.
- Performance measures for the SR2S program will be comprehensive and context-sensitive. The evaluation results will feed into a process of continuous improvement.
- The expansion and sustainability of a robust SR2S program requires establishing and maintaining strong partnerships.
- Effective engagement with parents as “decision makers” is key to the success of shifting to clean, active, and shared transportation modes.

Goals. Based on the principles outlined above, the Alameda County SR2S program should achieve the following detailed goals:

- 1. Provide a comprehensive and equitable program throughout Alameda County in a fiscally responsible manner, serving all public schools interested in participating.**

The program has reached 274 of the approximately 330 eligible public schools, including charter schools, in Alameda County (83%). Program implementation will continue to reflect Alameda CTC’s commitment to advancing equity in a sustainable way by providing under resourced schools with the additional support they need to be successful.

2. Develop a core program that will allow every student in Alameda County to have access to age-appropriate bike/pedestrian safety training and SR2S educational activities throughout their school careers (i.e., at least once in elementary, once in middle school, and once in high school).

Research has shown that providing students with direct safety training is one of the best ways to increase the mode shift to clean, active, and shared transportation. Getting young people to recognize that they have transportation choices early in their lives will lead to adults who will be more accustomed to using a variety of transportation options in the future.

The vision for the program is that as students progress from kindergarten through the 12th grade in Alameda County public schools they will be exposed to age-appropriate educational activities that expand their learning and skills over time. This will allow every student that graduates from school in Alameda County to feel comfortable walking, biking, and/or taking transit safely.

3. Establish and maintain strong and effective partnerships throughout the county in order to leverage program expansion and sustainability.

In order to ensure that the 330 public schools in Alameda County have access to program resources, the SR2S program will continue to form partnerships with agencies and organizations with similar goals in order to leverage resources for greater impact. Successful partnerships thus far have increased alignment with school districts towards the goal of school district wide implementation and curriculum integration. The program has maintained a strong presence at regional and national Safe Routes working groups and task forces groups through leadership and networking activities.

Program analysis has determined that greater focus on local partners that advance opportunities to support Parents in their role as school travel choice primary decision makers will be critical to attainment of program goals.

The program has determined that engagement with middle and high school students in particular is fostered through the intersectionality of environmental and social justice causes therefore, new and innovative ways to engage on these topics are of great importance for successful student learning outcomes. Additionally, expanding collaboration that leverages services that uphold equity initiatives that effectively benefit under resourced school communities continues to remain a high priority of the program and the Alameda CTC. Future program implementation will broaden partnership identification, and collaboration to further the programs engagement, sustainability efforts, and to meet program goals.

4. Support improvements to the built environment near schools that allow for better access and increase safety.

There is an inextricable relationship between the education, encouragement, and engineering components of a SR2S program. Even when resources are spent to teach every student critical skills regarding how to safely walk, bike and use transit to school, if the route to school has safety concerns they, or their parents, will likely still choose to use a car to get to school. Safety is a key component in encouraging multimodal access to schools. Future program implementation will continue to allocate resources so that additional schools will receive School Safety Assessments (SSA) as well as technical assistance from the Safe Routes program to support efforts to seek funding to implement the safety countermeasures recommended in the program's SSAs.

5. Encourage the adoption of SR2S policies and curriculum within schools and school districts.

Alameda County schools are critical partners to SR2S program implementation but they are often struggling with limited capacity to contribute the staff time and resources it takes to fully implement all program elements. Future program implementation will work with schools and school districts on integrating SR2S activities into the school culture and curriculum in order to increase program efficiency, support school capacity, and increase access to more Alameda County students.

6. Evaluate the SR2S program at the school level so that it is context sensitive to allow the program to adjust based on evaluation information.

The Alameda County SR2S program has always incorporated performance measures, but they have been limited to measuring the reach of the program (i.e. numbers of activities or students), but not the effectiveness of individual types of activities and student contact. Future program implementation will incorporate performance measures that demonstrate which elements and activities are most effective at getting more students to walk, bike, carpool, or take transit to school. The evaluation will be done at the school level in order to allow Alameda CTC and the consultant team to understand the local context and adjust the program as necessary in order to maximize mode shift to clean, active, and shared transportation modes.

7. Engage parents as the transportation mode “decision makers.”

Research indicates that parents’ attitudes towards clean, active, and shared transportation modes directly impacts the likelihood that their child will achieve travel mode shift. Experience has demonstrated that if parents perceive allowing their child to bike, walk or take transit to school as dangerous, they will not allow them to do so. It is important that real and/or perceived safety barriers are addressed. It is also important that parents understand the many benefits their children and families gain from travel mode shift including better health and learning outcomes. Future program implementation will continue to engage parents as volunteers while engagement with parents acknowledge their role as the transportation mode “decision makers.”

Intended Outcomes. The work performed under this contract has the following specific intended outcomes:

1. Increased use of clean, active, and shared transportation modes to access schools (biking, walking, carpooling, and taking transit);
2. Effective implementation of SR2S curriculum and design elements that address the learning needs of each grade level K-12 in Alameda County;
3. Equitable delivery of SR2S program ensuring that under-resourced schools receive sufficient support;
4. Develop innovative SR2S curriculum for targeted grades;
5. Development of sustainable and flexible support systems for school staff to successfully implement SR2S activities at schools;
6. Development of a sustainable and flexible support systems for parent engagement that targets parents as transportation mode decision makers;
7. Re-design and launching of the Alameda County SR2S website content and resources;
8. Increase technical assistance to aid local jurisdictions, and school districts in efforts to fund and implement School Safety Assessment (SSA) countermeasure recommendations.

9. Refine program evaluation efforts to increase efficiency and effectiveness of program operations, stakeholder awareness, and utilization of program publications.
10. Recommendation of and/or development of additional program delivery tools, trainings and initiatives designed to meet Alameda County SR2S program goals that increase program awareness, access, efficiency and effectiveness.

The scope of work should be developed to deliver the specific outcomes listed above as well as the adopted goals and adopted principles. In the proposal, respondents should discuss opportunities and challenges associated with meeting the program outcomes listed above, the team’s past involvement in similar programs, and how the proposed team and the proposed approach can assist the agency in addressing identified challenges and meeting the goals of the program. Respondents are asked to use the following as a guide to propose a scope of work to achieve these outcomes and should describe consultant firm/team capabilities to perform the types of activities outlined in this scope.

Respondents are welcome to identify additional and/or new approaches that meet the goals, outcomes, and intent of the tasks, and are encouraged to expand on current programming through innovative approaches and note them as optional tasks, including describing how they would support the adopted principles and goals.

In order to be awarded the contract, the prime contractor shall meet the contract’s Disadvantaged Business Enterprise (DBE) goal that has been established by Caltrans for the work, or demonstrate that they have made all applicable Good Faith Efforts to meet the contract DBE goal if not successfully achieved. The contract will be executed on an “on-call” basis. Proposals should provide a cost for each training event or activity as a stand-alone element. The costs per activity will dictate what the Consultant can expect in the first year of the contract (minimum) and what is anticipated as the program reaches full scale serving all 330 eligible schools in Alameda County. The number of activities that are performed under this contract are determined by Alameda CTC and adjustments may be made based a formulaic method; targets for each year will be determined at the start of the school year and reviewed with the Consultant mid-year, and at the end of each school year.

Consultant should assume the majority of work to occur during the school year, with the exception of the BikeMobile activities which can be implemented at non-school sites year-round.

Approximations of target ranges for the number of annual training events or activities are presented in each section as a general guide.

PROGRAM FRAMEWORK

Alameda CTC staff will manage the SR2S program with the assistance of two contracts for professional services, with the team for each of these contracts secured through separate but concurrent Requests for Proposals (RFPs). The successful proposers of the resulting contracts are expected to work together as directed by Alameda CTC on certain tasks to fulfill the SR2S program needs.

1. The resulting contract for SR2S Direct Student Safety Training, Site Assessments, and Program Evaluation Services (this RFP).

The service provider for SR2S Direct Student Safety Training, Site Assessments, and Program Evaluation Services will undertake activities that focus on direct safety education training for students, under the direction of Alameda CTC staff, including events that teach:

- Events that teach bike care and repair skills to students (e.g., Alameda County SR2S BikeMobile);
- Events that teach elementary students safe biking skills in small groups (e.g., Alameda County SR2S Bike Rodeos);

- Events that teach elementary students safe walking skills in small groups (e.g., Alameda County SR2S Pedestrian Rodeos);
- Class series to teach middle and high school students how to safely ride a bike, including “hands on” practice of a group ride on streets around the school (e.g., Alameda County SR2S Drive Your Bike);
- Events and productions that instill lessons about safe walking, bicycling, and safe use of other clean and active modes to and from school using engaging activities such as singing, dancing, and comedy (e.g., SR2S School Assemblies).

This service provider will also undertake engineering technical assistance, school site safety assessments to observe and review existing school access conditions and infrastructure with local stakeholders and recommend safety countermeasures to increase safe multimodal access to the school that can be used as a basis for grant applications; consultant will also track site assessment implementation and make information available to relevant stakeholders. The service provider will collect data, develop maps, develop a robust program evaluation framework, and conduct annual program evaluation that will sustain the program’s process of continuous improvement.

2. The resulting contract for SR2S Education, Communications, and Outreach Services.

The service provider for SR2S Education, Communications, and Outreach Services will lead overall outreach efforts for the program with students, parents, school staff, school districts and SR2S Task Force groups as well as community stakeholders, organizations, and jurisdictions to recruit, retain, and sustain volunteer and various partnerships. This service provider will support the marketing plan and communication strategies for the program to increase awareness, and monitor public inquiries to ensure responsive engagement. This provider will implement countywide encouragement events, facilitate educational trainings and activities to support ongoing programming to integrate SR2S program activities into school policies, curriculum and event calendars. It will also help facilitate the travel training program for high school students and support ongoing volunteer lead walking school buses and bike train experiences for students.

Each contract will include independent performance measures but, in order to ensure efficient program implementation, coordination amongst consultants under these resulting contracts will be required and facilitated by Alameda CTC staff. Each contract will be reviewed annually both mid calendar year and at the end of each fiscal year. Contract scopes of work may be adjusted and amended based on information obtained during the annual performance evaluation review cycles for both contracts.

SCOPE OF WORK FOR SR2S EDUCATION, COMMUNICATIONS, AND OUTREACH SERVICES.

Work Areas. This scope of work will focus on four main work areas:

1. Program Management and Coordination
2. School Safety Assessments (SSAs)
3. Program Evaluation
4. Direct Student Safety Training (DSST)

1. Program Management and Coordination

Consultant should propose a viable project management strategy for the work to ensure the contract remains within scope, on schedule, and on budget and that includes regular check-ins with the Alameda CTC project manager and meetings with various stakeholder groups. Risk management,

quality control/quality assurance, and effective communication are considered core components of project management efforts.

Consultant should develop an annual work plan and schedule that depicts the ability to meet the program's goals. Specific performance measures for the contract should be proposed and will be finalized in consultation with Alameda CTC staff at the beginning of the contract; these will be reviewed annually and revised as appropriate. In addition, Consultant will need to report with every invoice, resources allocated by school and by task, including a progress report defining work conducted and deliverables.

Each Consultant will propose a comprehensive website infrastructure strategy for the program that at a minimum, will recognize the current capabilities of the program's website platform, with a broader vision for increasing accessibility features and user translation tool compatibility. The strategy should also plan for increased end-user utilization rates, interactive elements, and products that feature audio and video components.

2. School Safety Assessments (SSAs)

School Safety Assessments (SSAs), also commonly referred to as “walking audits,” are evaluations of transportation infrastructure and school commute conditions at and around a school site. Site assessments should be conducted as a community engagement process providing stakeholders with the opportunity to provide direct input about issues, challenges, and opportunities. Stakeholders should, at a minimum, include:

- Local jurisdiction engineering and planning staff
- Local police departments
- Local transit agencies
- School staff
- School district staff
- Parent community
- Students
- Interested community members such as local bike coalitions, neighboring businesses, or residents

A key focus of the SSAs should be identifying safety problems for pedestrians, cyclists, and transit riders and developing recommendations to correct them; assessments should also address improvements that make transit service more efficient. The recommendations should be described in a technical memo and illustrated on a concept plan; they should include short-term, mid-term, and long-term improvements, including a range of projects and/or activities such as infrastructure improvements, re-striping plans, and changes to drop off and pick up procedures, maintenance, education, and/or enforcement.

Other items the SSAs should consider are:

- Existing data on collisions involving bicyclists and/or pedestrians and recommendations from local bike/pedestrian plans and the Countywide Active Transportation Plan, as relevant
- Pick-up and drop-off procedures and locations, including evaluation of the feasibility of remote pick-up and drop-off areas

- Locations where crossing guards may support safe access to school
- Potential for volunteer-led walking and biking groups (e.g., walking school bus or bike train) routes based on existing transportation infrastructure
- Identifying and mapping biking and walking routes to school where safety improvements could be prioritized; routes that serve more than one school should be explored, e.g., investments on arterial streets that would benefit multiple school sites
- Public safety messaging that would help improve safe access to schools (i.e., need for parents to drive slowly, reminder of traffic safety laws, etc.)
- Engineering Technical Assistance for alternate access zones for each mode (i.e., immediate or ¼ mile, intermediate or ½ mile, long-range or 1 mile)

Consultant should propose a methodology for conducting SSAs in an efficient manner while achieving program goals. The methodology should include an efficient review process that includes implementation partners and a communication strategy for sharing published SSAs with the wider community.

In order to prioritize schools for assessments, Alameda CTC developed a selection process that utilized three factors – safety, health, and disadvantaged community status – which aligns with the criteria used by Caltrans for the Active Transportation Program (ATP). The Consultant will review the existing selection process and make any recommendations for improvement. If no changes are recommended, schools who receive assessments will be determined using the existing Alameda CTC selection process.

Consultant will propose a method for tracking SSAs from inception to completion including assessments underway, completed assessments, the status of local agency and school/district reviews, the schedule for future assessments, grants applied for, funds received or programmed, and projects implemented or underway. Completed assessments should be made readily available to partners including being housed on the SR2S online resource center.

The Consultant selected will also provide support to implementing jurisdictions as necessary at direction of Alameda CTC. Support could include more detailed engineering analysis on specific recommendations, technical assistance on grant application development, or identification of potential grant opportunities, funding permitting.

3. Program Evaluation

Consultants should develop a program evaluation strategy that focuses on three main objectives: engaging parents, engaging partners, and engaging community stakeholders.

The Consultant selected will be required to become familiar with all Alameda County SR2S School work plans and work collaboratively with the consultant team on the second contract to develop overall Alameda County SR2S program performance measures and an ongoing evaluation process that allows the program to efficiently target resources to activities that are shown to be effective at increasing the number of stakeholders directly serviced. Consultant shall propose a project management plan to support Alameda CTC that will ensure effective and cooperative coordination between the education, encouragement, engineering and engagement components of the SR2S program. Program evaluation should be done at the school level and be context sensitive. The evaluation process and results will be included in an annual report that is structured so that task force members, the public, and Alameda CTC can easily understand the following:

- Mode share and shift for the county, cities, districts, and schools over time
- Program elements that are most effective at spurring mode shift to clean and active transportation modes
- Equity of program implementation
- School context factors that affect program implementation and outcomes, such as status of multi-modal infrastructure, natural topography, existing support infrastructure, etc.
- History of Alameda County SR2S program participation for each school
- Alameda County SR2S program resources allocated to each school (i.e. number and types of SR2S activities implemented, types and level of communications, teacher trainings, staff support, events, etc.)
- Alameda County SR2S program participant satisfaction
- Identification of barriers to mode shift and/or to efficient program implementation

Data Collection, Mapping, and Analysis

Consultants will propose an expanded data management strategy for Alameda County SR2S program that will support countywide implementation. The Consultant selected will collect, map, analyze, and summarize relevant data necessary for both the program evaluation activities and the site assessment activities. In addition, the Consultant selected will provide additional data collection and analysis and mapping as determined necessary by Alameda CTC for effective Alameda County SR2S program implementation and administration. Data collected can include but is not limited to the following:

- Existing multimodal transportation infrastructure around schools
- Planned multimodal infrastructure improvements
- Existing data on collisions involving pedestrians and/or bicyclists near schools
- Stakeholder surveys
- Travel mode counts
- Demographic data
- Traffic data

Recognizing that the overarching goal of the Alameda County SR2S program is travel mode shift to clean and active transportation modes, stakeholder input is a critical component to the data collection activities. Traditionally, mode counts have been done by student hand tallies in classrooms. Consultants should propose a methodology that at a minimum, consider previous efforts to collect user counts and hand tallies as well as new and innovative approaches and tools identified to balance resource efficiency with the need for accurate and comprehensive, school-level data.

GIS mapping tasks may include but are not limited to the following:

- Location of participating schools with reference to school district, local jurisdiction, Alameda CTC planning area, major transit routes, communities of concern, etc.
- School activities including site assessments completed, underway, and planned
- Demographics

- Collision data
- School participation history

4. Direct Student Safety Training (DSST)

Pedestrian Safety Training

Consultants will propose a suite of activities that address teaching student’s safety skills related to walking in a variety of settings, including urban and suburban areas and areas with no sidewalks. The suite of activities can include existing program elements such as the Pedestrian Rodeos and/or propose new elements. A Pedestrian Rodeo is a traffic simulation course where K-8 students learn how long it takes them to walk one-mile and pedestrian safety tips including how to recognize and avoid hazards. Activities under this task can include in-person training classes or other delivery methods such as videos, assemblies, online classes, virtual trip simulators, etc. The activities should be delivered in an age-appropriate manner and focus on the skills relevant for that age group.

The target range for pedestrian safety trainings at elementary and middle schools each school year should average approximately 40-70 trainings, with approximately 20-30% of the trainings done at under resourced schools, which need an additional level of effort in terms of customized outreach, planning, and coordination support to increase the likelihood of successful participation outcomes.

Bicycle Safety Training

Consultants will propose a suite of activities that address teaching student audience’s safety skills related to riding a bicycle in a variety of areas representative of Alameda County (e.g., urban, suburban, rural). The suite of activities can include existing program elements such as Bike Rodeos and Drive Your Bike classes and/or new elements and include a plan for maintaining, transporting, and storage of the programs fleet of bicycles, helmets, and related supplies. Activities under this task can include in-person training classes or other delivery methods such as videos, assemblies, online classes, etc. The activities should be delivered in an age appropriate manner and focus on the skills relevant for each target age group.

A Bike Rodeo is a one to three-hour training for 4th and 5th graders. This hands-on skill building course teaches students how to fit a helmet, perform a pre-ride safety check, proper starting and stopping techniques, riding in a straight line, hand signaling and the advanced skill of shoulder checking.

Drive Your Bike classes are intensive education and training courses for bicycling targeting middle school students and is typically held during physical education class over a period of one to two weeks. Students first learn how to safely ride a bike on school grounds and then they wrap up with an on-street group ride.

The target range for bike safety trainings at elementary and middle schools each school year should average approximately 30 to 50 Bike Rodeos and/or comparable trainings and approximately 40 to 65 Drive your Bike and/or comparable trainings, with approximately 20-30% of the trainings done at under resourced schools, which need an additional level of effort in terms of customized outreach, planning, and coordination support to increase the likelihood of successful participation outcomes.

Bike Repair and Maintenance Training

Consultants will propose a suite of activities that address teaching student audiences' hands on bike maintenance and repair skills as a component of the program and other activities as appropriate. The current training is delivered through a traveling BikeMobile van operator and training team to provide access to tools for bicycle repair and maintenance lessons that promote bicycling at elementary, middle, and high schools to both students and parent participants. Specific activities for this training can include but are not limited to the following:

- Proper helmet fitting
- Education on the ABC's of bike safety check (air, brakes, and chain)
- Education on the Rules of the Road
- Provision of safety handouts and visual diagrams illustrating safety concepts
- One-on-one bike repair and maintenance training as part of repairing an individual's bike
- One-on-one bike maintenance supervision using tools and parts from the BikeMobile
- Group teaching activities or mini "clinics" on common repairs such as flat tires, derailleur adjustment, or brake adjustments.

The Consultant selected will be responsible for implementing a program that reflects current program elements at a minimum. The activities should be delivered in an age appropriate manner and focus on the skills relevant for each target age group while also addressing student learners alongside caregivers of younger participants, if present. The program is expected to conduct approximately 200 site visits annually. Exact locations to be determined by Alameda CTC and may include non-school sites, such as community events, fairs, etc., if delivered under a similar format as current operations.

The target range for hands on bike maintenance and mechanics trainings at elementary, middle and high schools each school year should average approximately 150 to 170 and if applicable based on training delivery approach, community events and trainings each calendar year should average approximately 30 to 50. Approximately 20-30% of the events may be done at under resourced schools, which need an additional level of effort in terms of customized outreach, planning, and coordination support to increase the likelihood of successful participation outcomes.

Events, Assemblies, Productions, and Videos

The current Alameda County SR2S program has developed a very successful assembly/production that is performed at elementary schools combining virtual and onstage components. Consultants should propose full scale production, implementation and event plan that builds on the program's current assembly style production. The plan should incorporate events for all targeted age groups K-12 by adding middle and high school events such as theater improvisation etc. The school assembly productions should instill lessons that promote safe walking, bicycling, and transit use to and from school using engaging activities such as singing, dancing, and comedy. Events and assemblies can include the use of virtual assemblies and videos. The virtual and video recording can also be used to reach a broader audience outside of the assembly or event format, such as being included on the Alameda County SR2S online resource center.

The target range for school assembly safety trainings at elementary schools each school year should average approximately 30 to 40 trainings, with approximately 20-30% of the trainings done at under resourced schools, which need an additional level of effort in terms of customized outreach, planning, and coordination support to increase the likelihood of successful participation outcomes.

B. REFERENCE MATERIALS

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

TITLE	HYPERLINK
SR2S Website	https://alamedacountysr2s.org/
Mission Statement and Program History	https://alamedacountysr2s.org/about-safe-routes/mission/
Program Principles, Goals and Framework	https://www.alamedactc.org/wp-content/uploads/2019/09/7.6_COMM_Combo_20170126.pdf
Fact Sheet	https://www.alamedactc.org/wp-content/uploads/2021/07/SR2S_Program_Fact_Sheet_20210714.pdf
AirTable Database Demo Site	https://www.airtable.com/solutions/content-operations
Program Evaluation	https://alamedacountysr2s.org/our-services/plan-an-event/evaluation/
Bi-annual Program Evaluation Report Pub. 2018/2019	https://alamedacountysr2s.org/wp-content/uploads/2020/02/2019_AlamedaCounty_SR2S_EvaluationReport_FINAL.pdf
Year End Report 2020/21	https://alamedacountysr2s.org/wp-content/uploads/2021/12/2020-21-Alameda-County-YER_Final.pdf
All Year End Reports	https://alamedacountysr2s.org/our-program/reports-and-resources/year-end-reports/
Registration and Recruitment of Schools	https://alamedacountysr2s.org/our-program/register/
Participating Schools	https://alamedacountysr2s.org/our-program/enrolled-schools/
School Safety Assessments (SSA) & Annual Snapshots	https://alamedacountysr2s.org/our-program/school-safety-assessments/
Partnerships	https://alamedacountysr2s.org/about-safe-routes/partners/
Youth and Community Taskforce Groups	https://alamedacountysr2s.org/whats-new/task-force-meetings/
Monthly Newsletters	https://alamedacountysr2s.org/whats-new/sr2s-newsletters/
Press Releases	https://alamedacountysr2s.org/whats-new/press-releases/

TITLE	HYPERLINK
Program Resources and Learning Material	https://alamedacountysr2s.org/our-program/reports-and-resources/resources/
Educator’s Guide Orientation (K-5)	https://alamedacountysr2s.org/our-services/plan-an-event/educators-guide/
“Go Green” Classroom Curriculum In-person (6-12)	https://alamedacountysr2s.org/our-services/plan-an-event/go-green-classroom-curriculum/
Online Trainings and Course Materials:	https://alamedacountysr2s.org/online-learning/
Family Cycling Workshops	https://alamedacountysr2s.org/our-services/plan-an-event/family-cycling-clinics/
Program Services Webpage	https://alamedacountysr2s.org/our-services/
Ongoing Walk & Roll to School Days	https://alamedacountysr2s.org/our-services/plan-an-event/ongoing-walk-roll-to-school-days/
Wellness Walks	https://alamedacountysr2s.org/our-services/plan-an-event/wellness-walks/
Pedestrian Safety In-person Workshops In-Person	https://alamedacountysr2s.org/our-services/plan-an-event/pedestrian-safety-workshops/
Travel Training In-person and Virtual (6-12)	https://alamedacountysr2s.org/our-services/plan-an-event/travel-training/
Rail Safety Training (K-12)	https://alamedacountysr2s.org/rail-safety/rail-safety-learn-more/
Countywide Encouragement Events	https://alamedacountysr2s.org/our-services/?type=countywide
International Walk & Roll to School Day	https://alamedacountysr2s.org/our-services/plan-an-event/iwr2sd/
Golden Sneaker Contest	https://alamedacountysr2s.org/our-services/plan-an-event/golden-sneaker-contest/
May Bike Month / Bike to the Moon Week	https://alamedacountysr2s.org/our-services/plan-an-event/bike-to-school-day/
Creation for Transportation (9-12)	https://alamedacountysr2s.org/our-services/plan-an-event/creation-for-transportation/
Direct Student Safety Trainings Webpage	https://alamedacountysr2s.org/our-services/
Pedestrian Rodeo (K-5)	https://alamedacountysr2s.org/pedestrian-rodeo/
Bike Rodeo (K-6)	https://alamedacountysr2s.org/our-services/plan-an-event/bike-rodeo/
Drive Your Bike Training (6-8)	https://alamedacountysr2s.org/our-services/plan-an-event/drive-your-bike-102/

TITLE	HYPERLINK
BikeMobile Program (K-12 and Community Events)	https://alamedacountysr2s.org/our-services/plan-an-event/bikemobile-2/
Music Notes School Assemblies (K-5)	https://alamedacountysr2s.org/our-services/plan-an-event/music-notes/
Services for Under Resourced School Communities	https://alamedacountysr2s.org/equity/
Engineering Technical Assistance Resources: Suggested Routes to School Maps, School Pick-up and Drop-Off Tools, Walking School Bus/Bike Train Route Maps	https://alamedacountysr2s.org/our-services/plan-an-event/technical-assistance/

C. REQUIRED FORMS INCORPORATED BY REFERENCE

If proposer is unable to provide the documents in this appendix as denoted, proposer should NOT submit a proposal to Alameda CTC:

- Items denoted with an asterisk (*) shall be provided in the proposal.
- Items denoted with an obelisk (†) shall be provided after selection as top-ranked firm, if requested by Alameda CTC.

The following forms are incorporated herein as if attached, and available at www.alamedactc.org/contracting-forms unless otherwise specified:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)*
2. Non-Lobbying Certification*
3. Debarment and Suspension Certification – Prime Consultant*
4. Debarment and Suspension Certification – Subconsultant*
5. Costs and Financial Documentation† – The selected proposer and all subconsultants (as defined in RFP Section I.1.K) shall provide cost and financial documents within ten (10) business days of Alameda CTC’s notice to firm that it is the successful proposer, including, but not limited to, the following forms or documents related to such forms:
 - W-9 Form (<https://www.irs.gov/forms-pubs/about-form-w-9>).
 - Independent Auditors’ Report (for indirect cost rate audits), or if unavailable, an indirect cost rate schedule may be acceptable.
 - Certified payroll registers.
 - Financial Document Review (FDR) Request Form.
 - Certification of Indirect Costs and Financial Management System Form for the indirect cost rate for the most recent Fiscal Period (one-year accounting period); i.e., 01/01/2021-12/31/2021 or 07/01/2021-06/30/2022, whichever is later. The date range format of MM/DD/YYYY-MM/DD/YYYY must be provided in the Fiscal Period field, per the definition of fiscal period on the form.
 - Paycheck Protection Program (PPP) Loan Questionnaire.
 - AASHTO Internal Control Questionnaire (ICQ) Appendix B.
 - Safe Harbor Rate Form - Consultant Certification of Eligibility of Contract Costs and Financial Management System.
6. Cost Proposal Form B*
 - Cost Proposal Form B must be completed in its entirety for prime consultant and all subconsultants.
7. Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1)*
8. Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2)†
9. Notice to Proposers DBE Information (Caltrans LAPM Exhibit 10-I)
10. DBE Information - Good Faith Efforts (Caltrans LAPM Exhibit 15-H)*

D. RESOURCES FORM

*****PRIME PROPOSER MUST SUBMIT A RESOURCES FORM*****

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

1. **Key Personnel Availability.** Provide sufficient detail to describe each individual's specific roles/responsibilities for this contract, a description of the benefits the person brings to the team, and their availability over the duration of this contract as to provide assurance to their ability to perform the requested services in a responsive and timely manner.
2. **Firm Participation Summary.** For firms with multiple offices, proposals must identify all locations from which resources are anticipated to be used. Clearly include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years.
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.:	R23-0003
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:

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

The insurance requirements for this AGREEMENT, including for coverage limits and additional insured, are described herein. CONSULTANT and its subconsultants, vendors, and subcontractors of all tiers (excluding providers of products or services classified as direct expenses in this AGREEMENT) (collectively referenced as “subconsultants” herein) shall carry and maintain all such insurance coverage throughout the entire term of this AGREEMENT, except as may be specified elsewhere in this appendix. Requests for waivers to any of the insurance requirements set forth in this AGREEMENT with respect to the CONSULTANT or any subconsultant shall be submitted in writing to ALAMEDA CTC prior to the start of work or costs incurred by the CONSULTANT or such subconsultant. ALAMEDA CTC will review any insurance exception requests and may issue written approval of such waivers at its discretion. All policies will be issued by insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better. The insurance requirements as to the types of limits of insurance coverage, to be maintained by CONSULTANT and its subconsultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

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

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

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

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

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

6. Unmanned Aerial Vehicle (UAV) Insurance. If CONSULTANT or any subcontractor, or anyone working on their behalf, utilizes any unmanned aircraft, aerial vehicle or drone (each a “UAV”) as part of the services performed under this AGREEMENT, CONSULTANT 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.