



March 1, 2011

REQUEST FOR PROPOSAL
for
Media and Public Relations Services
Alameda CTC RFP No. A11-0020

INVITATION LETTER

Dear Proposer:

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide Media and Public Relations services. Responses should be submitted in accordance with the instructions set forth in this RFP.

This contract will involve federal and local funding. Federal requirements applicable to such contracts will apply.

To obtain a full copy of the RFP, please download the document in PDF format from our website: www.alamedactc.org. All inquiries should be submitted to Liz Brazil, Contracts Administrator, at lbrazil@alamedactc.org.

Mandatory Pre-Proposal Meeting: March 11, 2011, at 2:30 p.m. (Pacific Time)

Proposal Due Date: March 22, 2011, at 3:00 p.m. (Pacific Time)

Thank you for your participation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arthur L. Dao".

ARTHUR L. DAO
Executive Director

Cc: Liz Brazil, Alameda CTC
Arun Goel, Alameda CTC

Files: Alameda CTC RFP No. A11-0020

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REQUEST FOR PROPOSAL

issued by the

Alameda County Transportation Commission
(Alameda CTC)

for

Media and Public Relations Services
Alameda CTC RFP No. A11-0020



Approved for Issuance by
Arthur L. Dao, Alameda CTC Executive Director
Issuance Date: March 1, 2011

PROPOSAL DUE DATE:*

March 22, 2011, at 3:00 p.m. (Pacific Time)
at the offices of the
Alameda County Transportation Commission
1333 Broadway, Suite 300
Oakland, CA 94612

*See Table 1 for more information on proposal selection and process dates

TABLE OF CONTENTS

<u>INTRODUCTION</u>	1
SECTION I:	
1. GENERAL CONDITIONS	2
2. FEDERAL REQUIREMENTS	6
3. CONTRACT REQUIREMENTS	12
SECTION II:	
1. RFP INFORMATION	13
2. PROPOSAL FORMAT	15
3. PROPOSAL EVALUATION/CRITERIA	19
<u>APPENDICES</u>	
A. Required Scope of Work, Deliverables, and Staffing	22
B. Project Report, Maps, and Diagrams	28
C. Alameda CTC Sample Professional Services Contract	29
D. Exceptions to the Alameda CTC Sample Professional Services Contract Form ...	52
E. Alameda CTC Sample Cost Proposal	53
F. Levine Act Statement	56
G. Insurance Requirement Form	57
H. Debarment and Suspension Certification	59
I. Non-Lobbying Certification	60
J. Local Agency Proposer DBE Information Form	63
K. Local Agency Proposer UDBE Commitment Form	65
L. Good Faith Effort	67
M. Public Contract Code	69

INTRODUCTION

In November 2000, the Alameda County Board of Supervisors placed a new “Measure B” on the ballot and the voters approved the measure with 81.5% support. The 2000 Measure B authorized the extension of the collection and expenditure of a one-half of one percent sales tax over the next 20 years to address major transportation needs and congestion in Alameda County. The Alameda County Transportation Improvement Authority (ACTIA) was instituted to manage the new Measure B funds, as detailed in Alameda County’s 20-Year Transportation Expenditure Plan dated July 2000, and ACTIA became responsible for the administration of the 2000 Transportation Expenditure Plan. Administration activities include contract oversight, policy direction, financing, investment management, and coordinating projects with regional transit and transportation agencies and other Project Sponsors, as required.

The Alameda County Congestion Management Agency (ACCMA) was created in 1991 by a joint powers agreement between Alameda County and all its cities. ACCMA’s goals, duties and composition enable local governments to better address the complex problem of traffic congestion. The Agency is responsible for planning, programming, and coordinating Federal, State, and Regional funds for transportation projects within Alameda County.

On June 24, 2010, the ACTIA and ACCMA Boards took the final actions to create a new countywide transportation agency, Alameda County Transportation Commission (Alameda CTC), which has assumed all responsibilities of ACTIA and ACCMA, although those agencies continue to exist for the present time. The merger eliminated redundancies and created efficiencies in planning, programs and project delivery and streamlined legislative, policy and funding efforts. Alameda CTC works to plan, fund and deliver a broad spectrum of transportation projects and programs to enhance mobility throughout Alameda County.

SECTION I

1. GENERAL CONDITIONS

A. Award

Any award will be to the Proposer whose proposal is most advantageous to Alameda CTC based on the proposal evaluation outlined in Section II.3, “Proposal Evaluation/Criteria”.

B. Cooperation

After the contract award, the selected consultant shall carry out the instructions as received from the Alameda CTC and shall cooperate with Alameda CTC staff and Board members.

C. 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).

D. Contract Exceptions

Proposers shall be prepared to accept the terms and conditions of a standard form contract included as **Appendix C** (Alameda CTC Sample Professional Services Contract) hereto. Note that the Sample Professional Services Contract is subject to modification at any time prior to execution of the final contract. If a Proposer desires to take exception to the Contract, the Proposer shall provide the following information as a section of the Proposal identified as "Exceptions to the Contract":

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.

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Contract may be determined by the Alameda CTC, at its sole discretion, to be unacceptable and the Alameda CTC will proceed with negotiations with the next highest ranked firm. See Section II, 3.E, “Award”.

E. Governing Law

This RFP summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines 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.

F. Levine Act – Government Code Section 84308

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

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

If you have made contribution which needs to be disclosed, you must provide a written notice of date, amount and receipt of the contribution(s) in writing to the Alameda CTC's Executive Director, Arthur L. Dao. This information must be included in **Appendix F** (Levine Act Statement), in the submitted Proposal.

G. Limitations

This RFP does not commit the Alameda CTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Alameda CTC reserves the right to award contracts to one or more proposers pursuant to this RFP. The Alameda CTC also reserves the right to transfer certain services covered by this RFP in-house, to be performed by staff.

H. Public Records

The RFP and any material submitted by a Proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.) unless exempt by law. Proposal will remain confidential until the contract has been awarded. **Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.**

I. Proprietary Work Products

Proposers shall identify any licensed or proprietary software or other intellectual property that will be or may be used to deliver services required hereunder and provide a detailed description of any license conditions or restrictions that would accompany use of such intellectual property by Alameda CTC.

J. 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 or in anticipation of a contract.

The Alameda CTC may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Work described in this RFP.

Alameda CTC reserves the right to:

1. Reject any or all proposal submittals
2. Issue one or more subsequent RFQs and/or RFPs
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFP process
5. Negotiate with any, all, or none of the Proposers responding to this RFP
6. Award a contract to one or more Proposers
7. Waive informalities and irregularities in any proposal

K. 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 Contracts Administrator a written request for withdrawal signed by, or on behalf of, the Proposer's binding official as identified in the "Letter of Transmittal" included within the Proposal.

L. Work Scope Modifications

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

M. Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of ACTIA, ACCMA or Alameda CTC, or of a public body within Alameda County, during his/her tenure or for one year thereafter, or member or delegate to the Congress to the Congress of the United States, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the 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 post 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.

N. Bid Protest Procedure

A proposer who submits, or who plans to submit, a proposal, may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Protests based on the content of the RFP shall be filed with the Alameda CTC within 5 calendar days after the RFP is first formally advertised. The Alameda CTC shall issue a written decision on the protest prior to opening of the proposals.
2. Any proposer may protest the recommended award and/or contract award by filing a protest with the Alameda CTC within 5 calendar days after the determination of the top-ranked firm and/or contract award has been made available to the proposers.
3. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. Protesters shall have an opportunity to appear and be heard before the Finance and Administration Committee (FAC) and/or the Board of the Alameda CTC prior to the opening of proposals in the case of protests based on the content of the request for proposals, or before the Chair/Vice-Chair of the Alameda CTC Board after determination of top-ranked firm has been made available to the proposers in the case of protests based on other grounds or the renewal of protests based on the content of the request for proposals.
4. If a bid protest is properly filed, Alameda CTC staff (potentially including consultants to Alameda CTC) will promptly initiate an investigation of the grounds of the bid protest. All proposers shall cooperate with any inquiries from Alameda CTC staff and consultants relating to the bid protest.
5. At the conclusion of their investigation, Alameda CTC staff shall submit a report (the Staff Report), including a recommendation regarding the disposition of the bid protest, to the FAC and/or the Board, in the case of any protest based on the content of the RFP, or the Chair/Vice-Chair of the Alameda CTC Board, in the case of protests based on other grounds or the renewal of protests based on the content of the request for proposals, and the FAC, Board or Chair/Vice-Chair of the Board, as appropriate, shall take final action on the bid protest.

O. Pre-Award/Post-Award Audit

The Alameda CTC reserves the right to perform pre-award and/or post-award audits. Specific Pre-Award/Post-Award requirements as a result of state of federal-aid funding are also identified within the RFP in Section I.2.R, “Pre-Award/Post-Award Audit”.

2. FEDERAL REQUIREMENTS

A. Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, Alameda CTC may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with Alameda CTC.

Proposer and its subconsultants shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its subconsultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions. [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

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

1. This RFP is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
2. To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for Underutilized DBE (UDBE) participation. This RFP has an under-utilized DBE (UDBE) goal, see Section II, 1.F, UDBE Contract Goal. The Proposal must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort, (see Appendix L, Good Faith Effort) to meet the goal. If a UDBE subconsultant is unable to perform, the selected consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR 26.5 and is one of the following groups:
 - a. Black American
 - b. Asian-Pacific American
 - c. Native American
 - d. Women
3. 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 this Contract. The Proposer shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-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.

4. It is the proposer's responsibility to verify UDBE certification at due date and time of Proposal submittal. For a list of UDBEs certified by the California United Certification Program (CUCP), go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.
5. Any subcontract entered into as a result of this RFP shall contain all of the provisions of this section.

C. Prompt Payment of Funds Withheld to Subconsultants

Alameda CTC shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of 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 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 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with prior written approval from the Alameda CTC's Project Manager and/or Contracts Administrator. 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.

D. 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 the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM).

E. 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 should be reported to Alameda CTC's Contracts Administrator within 30 days.

F. Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal 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 purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies 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.

G. 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 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 J**, Local Agency Proposer DBE Information Form, and **Appendix K**, Local Agency Proposer UDBE Commitment Form, and **Appendix L**, Good Faith Effort Form).

H. 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.].

I. Debarment

In contracts over \$25,000, Proposer is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subconsultants with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification must be included in the proposal, see **Appendix H**, Debarment and Suspension Certification.) [49 CFR 29]. A publication titled, “A Listing of Parties Excluded from Federal Procurement and Non-procurement Programs” is available electronically via the internet at <http://epls.arnet.gov>.

J. 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 this Contract from the date of this Contract until three (3) years after the close out of the federal grant from which this Contract is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subconsultants, excluding purchase orders not exceeding \$25,000. [23 USC 112(b) (2)(c), 49 CFR 18.26, 49 CFR 31 Far Regulations, 49 CFR 18]

K. Subconsultants

1. Nothing contained in this RFP and the resulting Contract or otherwise, shall create any contractual relation between the Alameda CTC and any subconsultants, and no subcontract shall relieve the Proposer of his/her responsibilities and obligations hereunder. The

Proposer agrees to be as fully responsible to the 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 the Alameda CTC's obligation to make payments to the Proposer.

2. Any subcontract in excess of \$25,000, entered into as a result of this RFP, shall contain all the provisions stipulated in this RFP and resulting Contract to be applicable to subconsultants.
3. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Proposer by the Alameda CTC.
4. Any substitution of subconsultants must be approved in writing by the Alameda CTC's Project Manager and Contracts Administrator in advance of assigning work to a substitute subconsultant.

L. 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.

M. 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 bidder.

N. Rights in Data

The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under the resulting Contract; and (b) any rights of copyright to which Alameda CTC or Proposer purchases ownership under the resulting Contract.

O. 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.*).

P. 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].

Q. 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 **Appendix I**, Non-Lobbying Certification).

P. Public Contract Code

In accordance with Public Contract Code Section 10162, the Proposer shall complete Public Contract Code Statement and Questionnaire. See **Appendix M** (Public Contract Code).

R. Pre-Award/Post-Award Audit

A pre/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 the Caltrans auditors is to be expected. The pre-award audit recommendations from Caltrans shall be incorporated in the contract. [49 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 CONTRACT and the cost proposal is 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 CONTRACT at Caltrans' sole discretion. Refusal by CONSULTANT to incorporate interim audit or post award recommendations will be considered a breach of the CONTRACT and cause for termination of the CONTRACT.

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

3. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Alameda CTC's standard professional services contract, **Appendix C** (Alameda CTC Sample Professional Services Contract). 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

The Alameda CTC Sample Professional Services Contract should be reviewed by the proposer. Attached is a form for request for exceptions or modifications (see **Appendix D**, Exceptions to the Alameda CTC Sample Professional Services Contract Form).

B. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in the 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 G**, (Insurance Requirement Form). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in **Appendix G** (Insurance Requirement Form), within five (5) days of Alameda CTC's notice to firm that it is the successful proposer. Requests to change Alameda CTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for explanations or clarifications identified in Section II.1.G. Alameda CTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Compliance with all material insurance requirements will be assumed. See **Appendix G** (Insurance Requirement Form).

SECTION II

1. RFP INFORMATION

A. RFP Description

The Alameda CTC is requesting proposals from highly qualified consultants to implement innovative, effective, well-planned and meaningful media and public relations services.

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 the Scope of Work attached hereto as **Appendix A** (Required Scope of Work, Deliverables, and Staffing) and hereby incorporated herein.
2. **Period of Performance** – The period of performance will be from July 1, 2011 to June 30, 2012. This contract may be extended for a term totaling no more than five years at Alameda CTC's discretion.
3. **Type of Payment** – The type of payment is anticipated to be based on a cost plus fixed fee model but is subject to the terms and conditions established as a result of negotiations.

C. Supporting Documentation (Reports, Maps, Diagrams, Etc.)

There are no items in the section.

D. Sole Point of Contact

The sole point of contact for all purposes of this procurement shall be Liz Brazil, Contracts Administrator. Proposals and all inquiries relating to this RFP shall be submitted to the contact person at the address shown below. Email inquiries, where permissible under the terms of this RFP, may be directed to lbrazil@alamedactc.org.

Contact Person: Liz Brazil, Contracts Administrator
Alameda County Transportation Commission
1333 Broadway, Suite 300
Oakland, CA 94612
Email: lbrazil@alamedactc.org

E. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on **March 11, 2011 at 2:30 p.m.** at the Alameda CTC offices located at 1333 Broadway, Suite 300, Oakland, CA 94612. All prospective proposers are required to attend.

F. UDBE Contract Goal

The UDBE Contract goal for this contract is **17.42 percent**. The winning proposer shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the

contract (49 CFR 26).

G. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the mandatory pre-proposal meeting or in advance of the meeting in writing. All inquiries pertaining to this RFP should be emailed to Liz Brazil, Contract Administrator, at the following email address: lbrazil@alamedactc.org no later than 3:00 p.m. on March 9, 2011. Response to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the mandatory pre-proposal meeting discussed above, and will also be posted on the Alameda CTC website: www.alamedactc.org. The subject line for questions submitted in writing should include reference to “Questions – Alameda CTC RFP No. A11-0020”.

H. RFP Schedule

TABLE 1	
Activity	Date/Time
Issue Date	March 1, 2011
Questions: Final date to submit questions to Alameda CTC. All questions must be submitted to Liz Brazil at lbrazil@alamedactc.org with subject reference to “Questions – Alameda CTC RFP No. A11-0020”	March 9, 2011 3:00 p.m. PST
Mandatory Pre-Proposal Meeting at Alameda CTC office 1333 Broadway, Suite 300, Oakland CA 94612	March 11, 2011 2:30 p.m. PST
Proposal Due Date: Submissions must be made to Alameda CTC in a sealed envelope marked with “Alameda CTC RFP No. A11-0020” and submitted to the Alameda CTC office (address above), Attention: Liz Brazil. ALAMEDA CTC WILL NOT ACCEPT LATE SUBMISSIONS	March 22, 2011 3:00 p.m. PST
Proposal Review: Alameda CTC reviews proposals and develops short list of firms to interview (if applicable/required)	March 22, 2011 through March 29, 2011
Interviews (if applicable/required)	Week of April 4, 2011
Final Evaluation and Determination of Top-Ranked Firm	Week of April 4, 2011
Contract Negotiations Complete	No later than April 15, 2011
Authorization to Execute Contract with Top-Ranked Firm — Committee — Board	May 9, 2011 May 26, 2011
Contract Commencement	July 1, 2011

2. PROPOSAL FORMAT

A. General Instructions

One original and eight (8) copies of the complete proposal (9 total printed copies), along with one electronic copy of the complete proposal in MS Word or PDF format on CD, must be received no later than 3:00 p.m. (PST) on March 22, 2011. Late submittals will not be accepted. Submissions transmitted by facsimile or email will not be accepted.

The original, all copies, the CD, and a separate sealed cost proposal envelope, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and proposal due date and delivered to:

Liz Brazil, Contracts Administrator
Alameda County Transportation Commission
1333 Broadway, Suite 300
Oakland, CA 94612

Proposals must be typed with a minimum 12-point font and submitted on 8 1/2" x 11" paper with at least 1" margins, using a single method of fastening. Proposals shall not exceed 25 pages, excluding proposal covers, resumes, required certifications/forms, design samples and writing samples. Proposal content and completeness are most important. Clarity is 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. **Note: The Cost Proposal must be submitted in a separate sealed envelope, as identified in Section II.2.E.5.**

B. Letter of Transmittal

An official authorized to bind the Proposer's Firm must sign the transmittal letter. The transmittal letter should identify the project team, including lead proposer and any subconsultants. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal is a binding offer to contract with Alameda CTC according to the requirements of this RFP for a period of one hundred twenty (120) days from the proposal due date for submission of proposals. Detail any proposed co-venture arrangements such as revenue/profit sharing or subconsultant participation.

C. Title Page

A title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone, contact person (name, email, and phone numbers), 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. Responses to Scope of Work

1. **Understanding the Required Scope of Work** – By presentation of a well-conceived work plan, this section of the proposal shall establish that the proposer understands Alameda CTC's objectives and work requirements and describe the proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include a timetable for completing all work specified in Section II – *Required Scope of Work, Deliverables and Staffing*. The proposer may also suggest technical and procedural innovations that have been used successfully on other projects and which may facilitate the performance of the services and which may not be specifically called out in this RFP. Additional items included that are not specifically requested in the RFP must be clearly described as "additional or optional tasks." Provide a detailed explanation of the approach for completing the work and addressing the tasks identified above.
2. **Expertise and Approach** – This section should include a description of your team's proposed approach to your assignment at the Alameda CTC, reflecting your understanding of the Alameda CTC's needs, and detailing the expertise of the team, including all subconsultants, in specific areas of interest to the Alameda CTC. Describe how your team's expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, if awarded. This section may include key areas of consideration and the rationale for implementing the contract as proposed. Identify how the team's expertise and approach will add value to the Alameda CTC's work. The key approach must include, at minimum, a one page summary detailing the overall comprehensive approach for managing and implementing the full scope of work.
3. **Management Plan** – The proposal should describe your approach to client communications and coordination. Describe methods of planning, scheduling, delivery of tasks, coordination meeting strategies and how the team will provide updated and accurate information to the Alameda CTC for the duration of the contract. Describe how management of the team members and subconsultants will be handled as well as managing budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Proposed Staffing Plan and Availability** – Designate the Principal-in-Charge and the Project Manager who will serve as the Alameda CTC's key contacts throughout the duration of the contract. The proposal should identify all key team members, describe their specific roles/responsibilities for this contract, and indicate the percentage of the total contract hours that each member will spend on the contract and any other assurances as to their ability to provide the requested services in a responsive and timely manner. For firms with multiple offices, proposals must clarify which resources are available directly out of the local office. For all key team members, the proposal should include a brief resume describing similar contracts on which they have been involved and their role on that contract, their availability over the duration of this contract, and a description of the benefits the person brings to the team. Full resumes may be included in the proposal appendix. Any substitution of key staff after submittal of the proposal or during the contract will require prior written approval from the Alameda CTC.

Describe the qualifications and expertise of your proposed team, including all subconsultants, in providing services for clients comparable to the Alameda CTC. Include a brief description of each firm's size as well as the local organizational structure. List principals and partners and specify the location of the office that will serve the Alameda CTC's needs. Include a discussion of each team member's capacity and resources. Provide reference contact information. Additionally, this section shall 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.

5. **Cost Proposal** – Provide a full description and time breakdown for each task contained in the Scope of Work, detailing your firm's ability to understand and provide services in an effective manner. An estimate of hours by task for all team members should be provided. Total estimated hours should be provided for each task and for each team.

In addition, Proposer shall submit the following in **one separately sealed envelope** and clearly labeled "Cost Proposal Attachment", see **Appendix E** (Alameda CTC Sample Cost Proposal forms). Proposer shall supply cost proposal in all three (3) formats:

- a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
- b. Provide cost breakdown by subconsultants, if any, goal attainability, based on current certification at time of proposal submission.

Proposer may also include additional recommended tasks, if desired, which should be clearly identified as optional tasks and should be included as separate line items in the proposed cost proposal.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of compensation will be negotiated with the top-ranked proposer.

F. References

Provide a maximum two-page resume for each key team member (including key personnel working for each subconsultant). Resumes may be provided in the appendix to the proposal and will not count toward the page-count limit.

Provide at least three references related to previous projects similar to this project, or elements of this project, on which the firm and key project staff worked. No more than one reference shall be from Alameda CTC. Include a brief project description, the project title, duration, budget, sponsoring agency, sponsor project manager, the specific work conducted, and roles played by individuals proposed for this contract. Include the name of the agency for which the work was performed, contact person name, telephone number, and year(s) that the work was done.

Provide a list of clients for whom the prime proposer has worked and name the specific work products produced. The client list will not be including in the page-count limit.

At least one reference is required for each subconsultant with a proposed budget over \$25,000 total for this contract.

Provide a summary of all contracts that members of your team (including subconsultants) have held with Alameda CTC or its predecessors (ACTA, ACTIA, and ACCMA) in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

Qualifications and reference materials, excluding resumes and samples, are included in the 25-page limit.

G. Performance Measures

H. Provide a list of proposed performance measures that could be used during the course of the contract, if selected, to evaluate deliverables and services performed. If selected, these will be negotiated with staff during contract negotiations and final performance measures will be incorporated into a Professional Services Contract.

3. PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness and UDBE Compliance

Alameda CTC staff, in consultation with the Alameda CTC legal counsel, will conduct an initial review of the proposals for general responsiveness and compliance with the Underutilized Disadvantaged Business Enterprise (UDBE) goal as indicated in the 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 evaluators 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, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

B. Proposal Evaluation

A Selection Review Panel, which may be made up of staff from the Alameda CTC and other outside agencies, will evaluate responsive proposals. The panel will then establish a short list of pre-qualified firms based on pre-established review criteria, as defined below, and request an interview, if necessary.

C. Criteria

The product of the selection process will be to award a contract with the top-ranked proposer, as recommended by the Selection Review Panel. The following criteria and point system will be used to evaluate the technical proposals:

1. **Knowledge and Understanding** – Demonstrated understating of the RFP objectives and work requirements. Methods of approach, work plan, understanding of Alameda CTC RFP Description and experience with similar projects related to type of services. (30 points)
2. **Management Approach and Staffing Plan** – Qualifications of project staff, particularly key personnel, especially the project manager, and key personnel's level of involvement in performing related work. (25 points)
3. **Qualifications of the Proposer Firm** – Technical experience in performing work related to type of services; experience working with public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subconsultants; and assessments by client references. (25 points)
4. **Schedule and capacity** to provide qualified personnel. (10 points)
5. **Local Participation** – Proposers are encouraged to utilize Local Business Enterprise (LBE) and/or Small Local Business Enterprise (SLBE) subconsultants certified under ACTIA's Local Business Contract Equity Program to perform a portion of the work described in **Appendix A** (Required Scope of Work, Deliverables, and Staffing), although no specific LBE or SLBE goal applies to this contract. (10 points; see below for details)

- a. LBEs – 1 point shall be awarded for every 20% in LBE participation achieved, up to

- a maximum of 5 points
- b. SLBEs – 1 point shall be awarded for every 5% in SLBE participation achieved, up to a maximum of 5 points

** Please note that SLBE contracts or subcontracts count towards both the LBE and SLBE points described above*

D. Proposer Interviews

Based on the initial technical scoring of the proposals, the selection review panel will select top-ranked or invite short-listed proposers for an interview. Final scoring to select the top-ranked proposer will be on the interview criteria below and will not include the initial scoring of the technical proposals.

The Interview will be evaluated by a selection review panel using the following criteria and point system:

1. **Knowledge and understanding** of the required services and scope of work. (25 points)
2. **Management Approach Staffing Plan** to performing scope of work efficiently and effectively. The ability and willingness to work within a managed contract budget, scope of work, and schedule of deliverables. (25 points)
3. **Qualifications of the Proposer Firm** and ability of the consultant team and key staff in performing the scope of work. (25 points)
4. **Effectiveness of Interview** – Overall interview discussions and presentation. (25 points)

E. Award

The Selection Review Panel will recommend award to the proposer with the highest ranked proposer approved by the Alameda CTC. All finalists may be required to submit a revised cost proposal and technical or other revisions of their proposals as a result of negotiations with Alameda CTC. If negotiations with the top-ranked proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest ranked proposer from the proposal list, and so forth until a proposer is selected.

APPENDICES

- A. Required Scope of Work, Deliverables, and Staffing
- B. Project Report, Maps, and Diagrams
- C. Alameda CTC Sample Professional Services Contract
- D. Exceptions to the Alameda CTC Sample Professional Services Contract Form
- E. Alameda CTC Sample Cost Proposal
- F. Levine Act Statement
- G. Insurance Requirement Form
- H. Debarment and Suspension Certification
- I. Non-Lobbying Certification
- J. Local Agency Proposer DBE Information Form
- K. Local Agency Proposer UDBE Commitment Form
- L. Good Faith Effort
- M. Public Contract Code

Appendix A – Required Scope of Work, Deliverables, and Staffing

The Alameda CTC administers public funds to plan, fund and deliver multi-modal transportation programs and projects throughout Alameda County. Effective communications are essential to informing, educating and involving the public, businesses, agency partners, elected officials and the media in delivering transportation projects and programs.

The Alameda CTC is requesting proposals from highly qualified consultants to implement innovative, effective, well-planned and meaningful media and public relations services.

The Media and Public Relations services are intended to assist the Alameda CTC with:

1. Ensuring effective, clear and comprehensive information is delivered through timely and innovative methods.
2. Providing on-going thoughtful, thorough and interesting public information pieces for the public providing continuous updates on taxpayer funded planning efforts, projects and programs.
3. Establishing organized opportunities for public involvement and information sharing on planning, funding and delivery activities of the agency.
4. Regularly informing the media of Alameda CTC major milestones, meetings, and significant board and committee actions.
5. Expanding outreach and support for update to the Countywide Transportation Plan and potential sales tax reauthorization planned for the November 2012 ballot.

Scope of Services Required

The proposer shall provide the following professional services during this year-long contract: project management, a strategic communications plan, which will include media relations and communications, publications such as, electronic newsletters, annual report, fact sheets, speaking points, coordinated public outreach planning and implementation, public meetings, special events, and assistance with focused project and program implementation communications. This contract may be extended for a term totaling no more than five years at Alameda CTC's discretion.

Task 1: Kick-off Meeting and Project Management and Coordination

The proposer will meet with Alameda CTC staff to review the purpose of the contract, scope of service and project goals. A detailed project implementation schedule will be developed, and contract coordination and communication methods will be established. On-going communications and coordination between Alameda CTC and the proposer will be done under this task.

Deliverable 1.1: Kick-off meeting minutes and detailed project schedule, coordination and implementation plan within one week of meeting. On-going, regular project coordination meetings.

Task 2: Strategic Communications Plan

The proposer will develop a strategic communications plan that establishes goals and implementation strategies for Alameda CTC communications. The Strategic Communications Plan

will focus on broadening the agency's outreach efforts to communities throughout Alameda County and will support coordinated teamwork at all levels of the Alameda CTC; ensure outreach that addresses the demographic and business diversity in the County; identify methods to enhance regular, strategic communications in collaboration with local governments, elected officials, civic and nonprofit groups, the business community and other key stakeholders; and identify specific types of high quality, interesting, relevant and easily-accessible information and materials to be developed and distributed.

The Strategic Communications Plan will identify key messages, audiences, communication activities and methodologies (including effective and manageable use of social media), publications, communications goals and performance measures and implementation timelines. This plan will be prepared within one month of contract initiation, is expected to be updated twice over the course of the contract, and will provide the strategic implementation approach for the other communications tasks listed in this scope of services.

Deliverable 2: Develop a comprehensive Strategic Communications Plan within one month of contract initiation.

Task 3: Media Relations and Communications

The proposer will expand existing media contacts and maintain working relationships with the media in Alameda County. The following services are required to maintain open, positive communication between the media and Alameda CTC, with the intent of sharing project and program progress, Board actions, and rapidly responding to media inquiries. This will include the following:

1. Media Contact List: Expand upon the Alameda CTC's media list, including newspaper, radio, TV, local cable, and transportation-related blogs.
2. Media Publications Strategy: Develop a comprehensive media publications strategy that identifies year-long publication requirements, including for public meetings, legal and contracting opportunity notices. Coordinate the media purchases and placements for Alameda CTC.
3. Press Releases/Media Communications: All press releases are to be well written, concise and informative so that the press will use them in their publications. This effort includes up to three regular press releases each month. Communications to the media may be in the form of standard press releases or other innovative media coordination methodologies. In addition, Alameda CTC may require assistance with the development of other media communications as necessary.
4. Respond promptly to media requests: This effort includes being available to the media for questions if Alameda CTC staff is not available, gathering the media information needs, and working with Alameda CTC staff on responses as necessary. Alameda CTC staff is the main contact with the media.
5. Set up editorial board meetings and maintain close contact with media: Establish up to three editorial board meetings during the 2011/12 fiscal year, as necessary. Close contact with transportation reporters is important. The proposer needs to be aware of when changes to reporting staff occur and schedule opportunities to meet and educate them on the Alameda CTC efforts.

Deliverable 3.1: Develop comprehensive contact list for media in Alameda County, including reporters, editors, and circulation and broadcast information. Monitor transportation reporter staff changes and schedule briefings for new staff reporters.

Deliverable 3.2: Up to three monthly press releases per month and up to five other media communication pieces.

Deliverable 3.3: Development and implementation of up to three editorial board meetings.

Task 4: Public Meetings

During the course of delivering projects and programs and conducting general agency outreach, public meetings are required for project scoping, environmental documents, informational meetings, and agency-specific special initiatives.

It is anticipated that up to fifteen (15) public meetings will be required, including pre-meeting preparations, preparation of meeting materials, mailing lists, logistics for room, audio, visual, and refreshments. Facilitation of large public meetings may be required at many of these meetings. It is expected that the proposer will have the resources to conduct the full process necessary to hold public meetings, including developing meeting planning documents, preparing all logistics, acquiring venues that are fully ADA accessible, outreach and publicity, materials development including meeting notices, agendas, press releases, mailings, facilitation, recording, documentation and follow up.

Deliverable 4.1: Preparation, conducting and summarizing up to fifteen public meetings throughout Alameda County.

Task 5: Publications

Each year, Alameda CTC publishes six electronic newsletters, along with multiple fact sheets, special edition project or program newsletters, an annual report, a legislative program, and PowerPoint presentations. The proposer will be responsible for researching and writing up to 10 electronic newsletters (including special editions pieces), an annual report and one legislative program, up to fifteen (two to four page) fact sheets, and preparation of up to 10 PowerPoint presentations, including PowerPoint templates for agency use. The proposer will be responsible for developing and documenting an agency-wide design guideline for publications and presentations, all implementation schedules for these publications, identifying key topics and messages, coordinating the research and writing of materials from multiple authors, and editing and finalizing all pieces. The proposer will proof all pre-press materials and Alameda CTC staff will approve all materials prior to printing.

The proposer will be responsible for providing high quality, interesting, accessible information pieces that have sound research and documentation. The proposer will provide graphic support for these. At the discretion of Alameda CTC, some graphic production of materials may be done in-house or with other consultant assistance.

Deliverable 5.1: Develop Alameda CTC design guidelines for all publications

Deliverable 5.2: Develop up to ten electronic newsletters

Deliverable 5.3: Develop one Agency Annual report (30 to 40 page annual report)

Deliverable 5.4: Develop one Agency Legislative Program (10-20 pages)

Deliverable 5.5: Develop up to fifteen fact sheets (two to four page fact sheets).

Deliverable 5.6: Develop PowerPoint presentations (up to 10), including up to five separate PowerPoint templates.

Task 6: Special Events and Activities

Groundbreakings, ribbon cuttings, special events and activities such as supporting Bike to Work Day and other non-motorized encouragement activities are all part of supporting the implementation of multi-modal transportation in Alameda County. These efforts may include developing social marketing and public awareness campaigns. The proposer will prepare all activities associated with planning and implementing special project and program events/activities. These include, but are not limited to, development of implementation schedules for all events, identification of event locations, preparation of programs and invitation materials, speaking points, name tags and sign-in materials, photography and graphics requirements, interpretation and translation, and coordination with partner agencies on event set up, take down, equipment, refreshments and follow up. The proposer will support up to two marketing campaigns aimed at encouraging the use of walking, biking and transit.

Deliverable 6.1: Delivery of up to six events and/or Alameda CTC activities.

Deliverable 6.2: Development and implementation of up to two marketing campaigns aimed at walking, biking and public transit use. Consultant support will include graphic development of materials, coordination with other agencies and the identification of partners to help implement and fund these efforts. This task assumes external funding to fully implement marketing efforts.

Task 7: Public Outreach

Public outreach is an essential component of Alameda CTC efforts to keep the public, businesses, elected officials, agency partners and stakeholders informed about the progress of project and program implementation and special planning and funding activities. The proposer will prepare up to five presentations per quarter to Chambers of Commerce, community groups, elected officials and their staff, as well as events and fairs, and will prepare all materials and perform all coordination efforts to plan, schedule, implement and document these outreach efforts. This effort will also include preparation of PowerPoint presentations (included in Task 5) to support these outreach activities, articles for inclusion in specific chamber of commerce or other agency publications, coordination with other Alameda CTC outreach efforts conducted through separate contracts, and identification and implementation of all supporting materials to conduct these outreach activities.

Deliverable 7.1: Develop a year-long calendar of outreach events, including conducting the scheduling of the events. This will be done in coordination with other outreach activities conducted by other consultants. This list will be updated on a monthly basis to document contacts, meeting outcomes and to plan for upcoming outreach activities.

Deliverable 7.2: Develop text for chamber of commerce or other agency publications that tie into either announcing or documenting the agency outreach efforts.

Task 8: Community Advisory Committee Leadership Training for Meeting Management and Facilitation

The Alameda CTC has four community advisory committees which meet on a regular basis to address specific agency activities. The proposer will prepare and implement training for these advisory committees to help facilitate highly functional meetings that support effective community

participation and outcomes. The training will be conducted through lecture, role play and constructive feedback. The training will include, but is not limited to, the following:

1. Understanding group dynamics and communications
2. Meeting leadership roles, functions and skills
3. Meeting rules and procedures, including training on the Brown Act and Robert's Rules of Order
4. Follow-up observation of each group and a written summary on effectiveness in conducting meetings and opportunities for strengthening meeting management and facilitation.

Deliverable 8.1: Develop training materials and deliver trainings to four community advisory committees.

Deliverable 8.2: Conduct follow-up observations and write ups for all four committees, documenting effectiveness and areas for improving meeting management and facilitation.

Task 9: On-Call Facilitation Services

The proposer will provide on-call facilitation services for agency meetings. It is anticipated that facilitation services may be needed for up to five meetings.

Task 10: Development of New Website (Optional)

The Alameda CTC currently has an interim website that was developed to support the initiation of the Alameda CTC as it merged two countywide transportation agencies, the ACCMA and the ACTIA. The Alameda CTC interim website as well as the ACCMA and ACTIA websites are all live and have links between them. The proposer is requested to propose an optional task for creating and hosting a new agency website that supports all aspects of the planning, funding and delivering roles of the Alameda CTC, and supports both the internet and intranet, web-based databases that support planning, project and program activities (including reporting submission requirements, on-line grant applications, and on-line document commenting), as well as communication outreach, notifications and input opportunities. The intranet is intended to support internal agency management of databases, such as a full agency contacts database, projects, programs, programming and planning information management and documenting tools. It is expected that these tools will be designed for multi-faceted uses and will allow portions of the information to be shared solely through the intranet, while other portions of these documents would be shared with the public on the internet. The proposer is requested to provide a comprehensive scope of work for this task, which must include, but is not limited to the above description and the items noted below:

1. Web Hosting, Design, and Administration
 - a. Website hosting services for the alamedactc.org, alamedactc.com, accma.ca.gov, and actia2022.com domains, with 99% uptime guarantee and consolidation of the websites.
 - b. Provide technical support for the website as needed. Service requests will be acknowledged within 24 hours and completed as soon as possible within 3 business days for non-urgent requests and within 24 hours for urgent requests.
 - c. Ensure that website is compatible with most commonly used browsers
 - d. Required Minimal Functionality
 - i. Document Library

- ii. Calendar and Event Management
- iii. Integrated Search Engine
- iv. Featured Topics/news
- v. Content Management
- vi. Email notification
- vii. Internet and Intranet websites migration, design and implementation

The implementation of this task is at the sole discretion of the Alameda CTC and may or may not be included in a final negotiated contract.

OdwyerRFP.com

Appendix B – Project Report, Maps, and Diagrams

No items in Appendix B.

odwyerfor.com

Appendix C – Alameda CTC Sample Professional Services Contract

odwyerpr.com

Contract No: Alameda CTC #A##-####

**Summary of
AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and
[NAME OF CONSULTANT]**

Services to be Performed: Pursuant to **Article I, Section A, paragraph 1**, and as further described in **Appendix A**, services provided under this AGREEMENT consist of _____.

Compensation: Pursuant to **Article I, Section A, paragraph 4(b)**, and as further detailed in **Appendix D**, aggregate compensation under the AGREEMENT shall not exceed \$_____. As described in **Appendix D**, compensation shall be based on hours worked during the preceding month at the approved hourly billing rates shown on **Appendix D**, in addition to approved direct costs.

Term: Pursuant to **Article I, Section A, paragraph 3**, from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work. Pursuant to **Article I, Section A, paragraph 22**, the services described in the Scope of Work shall be completed on or before _____.

CONSULTANT Authorized Representative: Pursuant to **Article I, Section A:**

Name: _____

Title: _____

Alameda CTC's Project Representative: Arthur L. Dao, Executive Director

Required Insurance: Pursuant to **Article I, Section G**, the following insurance coverages are required during the term of this AGREEMENT:

Comprehensive Liability: \$1,000,000

Professional Liability: \$2,000,000, with deductible/self-insured reserve no greater than \$50,000

Automobile Liability: \$1,000,000

Worker's Compensation: As required by law

Alameda CTC #A##-####

AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and
[NAME OF CONSULTANT]

This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency (“Alameda CTC”), acting on behalf of the Alameda County Transportation Improvement Authority (“ACTIA”) and the Alameda County Congestion Management Agency (“CMA”) through the powers delegated to Alameda CTC in the joint powers agreement which created Alameda CTC, and [Name of Consultant], a California [general partnership, corporation, sole proprietorship, etc.], with a place of business at [Address] (“CONSULTANT”).

RECITALS

WHEREAS, Alameda CTC has defined and developed the

_____ (“PROJECT”);

WHEREAS, Alameda CTC desires to secure services consisting of

_____ necessary for said PROJECT;

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services; and

WHEREAS, the cover page of this AGREEMENT is intended to provide a summary of the terms hereof, and shall not take precedence over the specific provisions of this AGREEMENT;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Alameda CTC hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the payments set forth in this AGREEMENT. CONSULTANT promises, covenants

and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

ARTICLE I

A. GENERAL.

1. The PROJECT. The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, “Detailed Scope of Work,” attached hereto and by this reference incorporated herein..

2. Scope of Services. Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, “Project Cost Proposal,” attached hereto and by this reference incorporated herein.

3. Term. The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of Alameda CTC as evidenced by the Notice of Final Acceptance, unless terminated earlier pursuant to **Article I, Section B**, below. The services shall be completed on or before _____, unless such date is extended by mutual agreement of the parties.

4. Compensation.

a. Subject to the provisions of **Article III**, compensation by Alameda CTC to CONSULTANT will be based on hours worked during the preceding month at the approved hourly rates shown on **Appendix D**, in addition to reimbursement for approved direct costs.

b. Total compensation for services to be performed under this AGREEMENT will not exceed \$ _____, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

c. The aggregate amount was computed based on **Appendices A** and **D**.

5. Alameda CTC’s Representative. Alameda CTC hereby designates Arthur L. Dao, Executive Director, as Alameda CTC’s representative in administering all matters relative to the AGREEMENT. Alameda CTC’s Representative may delegate authority for specific matters to other Alameda CTC staff members or other consultants.

6. CONSULTANT's Representative. CONSULTANT hereby designates _____, _____, to represent CONSULTANT with full authority under the AGREEMENT.

7. CONSULTANT's Identity and Personnel. _____ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B**, "Key Project Personnel," attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by Alameda CTC.

CONSULTANT and its subconsultants, if any, shall notify Alameda CTC of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, Alameda CTC shall notify CONSULTANT whether Alameda CTC will approve such changed firm to continue providing services under this AGREEMENT or whether Alameda CTC will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit Alameda CTC's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of Alameda CTC's representative.

8. Preliminary Review of Work. Where CONSULTANT is required to prepare and submit reports, working papers, etc. to Alameda CTC as products of the work described in the Scope of Work, these shall be submitted in draft form, and Alameda CTC shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

9. Appearance at Hearings. If and when required by Alameda CTC, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by Alameda CTC.

10. Responsibility of CONSULTANT. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither Alameda CTC's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to Alameda CTC in accordance with applicable law for all damages to Alameda CTC caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

11. Inspection of Work. It is understood that authorized representatives of Alameda CTC may inspect or review CONSULTANT's work in progress at any reasonable time.

12. Suspension, Delay or Interruption of Work. Alameda CTC may suspend, delay, or interrupt the services of CONSULTANT for the convenience of Alameda CTC. In the event of such suspension, delay, or interruption by Alameda CTC or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

13. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than Alameda CTC and CONSULTANT and has no third-party beneficiaries.

14. Legal Action. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

15. Survival of Indemnities. Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

16. Jurisdiction. The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

17. Severability and Survival. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Arbitration. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

19. Attorneys' Fees. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

20. Subcontracts. Subcontracts between CONSULTANT and other team firms and between team members and other lower tier subconsultants will be subject to review and approval of Alameda CTC's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

B. TERMINATION/CANCELLATION.

1. For Convenience. Alameda CTC may terminate this AGREEMENT. If Alameda CTC terminates the AGREEMENT for the convenience of Alameda CTC, Alameda CTC shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, Alameda CTC shall pay CONSULTANT the allowable costs incurred prior to termination, and other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

2. For Cause. If CONSULTANT fails to fulfill its obligations under this AGREEMENT and Alameda CTC decides to terminate this AGREEMENT accordingly, Alameda CTC shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, Alameda CTC may immediately thereafter exercise its right of termination.

3. Damages/Compensation. If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by Alameda CTC, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, Alameda CTC may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to Alameda CTC for reasonable costs incurred by Alameda CTC in making necessary arrangements for completion of the work by others.

4. Adjustments. If, after notice of termination for failure to perform, it is determined by Alameda CTC that CONSULTANT had not so failed and Alameda CTC nonetheless

desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of Alameda CTC. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

5. Rights and Remedies. The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. Waivers. CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of Alameda CTC's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by Alameda CTC and CONSULTANT.

C. REVISIONS IN SCOPE OF SERVICES.

1. Change Order. Alameda CTC's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to Alameda CTC unless the change is approved in advance by a written Change Order.

2. Extra Work. At any time during the term of the AGREEMENT, Alameda CTC may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by Alameda CTC to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by Alameda CTC. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

1. Documents. Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals,

sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of Alameda CTC upon completion of the term of this AGREEMENT whether or not the PROJECT is completed.

2. Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT by or on behalf of Alameda CTC in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of Alameda CTC, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use Alameda CTC's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of Alameda CTC. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with Alameda CTC's prior written consent.

E. CONSULTANT STATUS/SUBCONSULTANTS.

1. Consultant. In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of Alameda CTC.

2. Assignment or Transfer. Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of Alameda CTC.

F. INDEMNIFICATION.

1. Duties. CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and Alameda CTC expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. Responsibilities. CONSULTANT agrees to defend, protect, indemnify and hold harmless Alameda CTC, CMA and ACTIA, and their respective officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively “Claims”) to the extent arising out of or resulting from any negligent acts, errors or omissions, recklessness or willful misconduct of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event Alameda CTC, CMA or ACTIA is found by a court or arbitrator to be partially liable for a Claim, Alameda CTC shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

Alameda CTC shall provide CONSULTANT an opportunity to cure, at CONSULTANT’s expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by Alameda CTC and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

G. INSURANCE.

1. Comprehensive Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient to cover not less than \$1,000,000.00 per occurrence for bodily injury or property damage and Automobile Liability Insurance with combined single limits of not less than \$1,000,000 for bodily injury or property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add Alameda CTC, CMA and ACTIA, their respective officers, employees, and agents, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a. All operations including use of all vehicles.
- b. Blanket contractual liability on all written contracts, including this AGREEMENT.
- c. Personal injury (in lieu of, or in addition to, bodily injury).
- d. Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to Alameda CTC, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, Alameda CTC, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

2. Errors and Omissions. In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$2,000,000. Such insurance shall include the following:

a. A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

b. Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

c. Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to Alameda CTC, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, Alameda CTC, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

3. Worker's Compensation. CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

4. Certificates. Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to Alameda CTC and provide for not less than sixty (60) days prior written notice to Alameda CTC of any cancellation.

H. PROHIBITED INTEREST.

1. Solicitation. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, Alameda CTC shall have the right to rescind the AGREEMENT without liability.

2. Conflict of Interest. CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of Alameda CTC, CMA or ACTIA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

3. Conflict of Employment. Employment by CONSULTANT of any current officer, executive director or other employee of Alameda CTC, CMA or ACTIA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of Alameda CTC, CMA or ACTIA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before Alameda CTC, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

I. AFFIRMATIVE ACTION, SMALL BUSINESS ENTERPRISE POLICY AND LOCAL BUSINESS ENTERPRISE POLICY, AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.

1. Affirmative Action. In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age

(over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. SBE Policy. Pursuant to the Small Business Enterprise (SBE) Policy adopted by CMA, CONSULTANT is encouraged to utilize qualified SBE subconsultants to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on SBE usage during the term of this AGREEMENT using the Request for Payment Forms described in **Article III, Section A, paragraph 1**.

3. LBE Policy. Pursuant to the Local Business Enterprise (LBE) Policy adopted by CMA, CONSULTANT is encouraged to utilize qualified LBE subconsultants to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on LBE usage during the term of this AGREEMENT using the using the Request for Payment Forms described in **Article III, Section A, paragraph 1**.

4. Caltrans Standard Agreement For Subconsultant/DBE Participation.

a. Disadvantaged Business Enterprise (DBE) Participation

i. This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” (“49 CFR 26”). Bidders who obtain DBE participation on this contract will assist MTC, which is providing the federal funding utilized for this AGREEMENT, in meeting its federally mandated overall DBE goal.

ii. If this AGREEMENT has an underutilized DBE (“UDBE”) goal, CONSULTANT must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

iii. DBEs and other small businesses, as defined in 49 CFR 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONSULTANT and its subconsultants, if any, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of US DOT-assisted

agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as Alameda CTC deems appropriate.

iv. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this **paragraph 4a**.

**b. Performance of DBE Consultants and other DBE Subconsultants/
Suppliers**

i. A DBE performs a commercially useful function when it is responsible for execution of the work of the AGREEMENT 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 AGREEMENT, 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 AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, 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, the Alameda CTC shall examine similar transactions, particularly those in which DBEs do not participate.

iii. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT 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.

c. Prompt Payment of Funds Withheld to Subconsultants.

i. The Alameda CTC shall hold retainage (if any) from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by Alameda CTC, of the contract work, and pay retainage to the CONSULTANT based on these acceptances. The CONSULTANT or its subconsultants shall return all monies withheld in

retention from a subconsultant or sub-subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating 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 CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ii. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this **Paragraph 4.c.**

d. DBE Records

i. The 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. If CONSULTANT is a certified DBE, CONSULTANT shall also show the date of work performed by CONSULTANT's forces along with the corresponding dollar value of the work.

ii. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the Caltrans LAP), certified correct by the CONSULTANT or the CONSULTANT's authorized representative, and shall be furnished to Alameda CTC with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to Alameda CTC.

iii. Prior to the fifteenth of each month, the CONSULTANT shall submit documentation to Alameda CTC showing the amount paid to DBE trucking companies. The CONSULTANT shall also obtain and submit documentation to Alameda CTC showing the amount

e. DBE Certification and De-certification Status. If a DBE subconsultant is decertified during the life of the AGREEMENT, 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 AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to Alameda CTC within 30 days.

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

ATTN: Arthur L. Dao
1333 Broadway, Suite 220
Oakland, CA 94612-1918

- 45 -

subconsultants hereunder shall establish and maintain an accounting system and records that properly accumulate and segregate incurred contract costs by line item. The accounting system of the CONSULTANT and all subconsultants hereunder shall conform to Generally Accepted Accounting Principles (GAAP), enable determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

The records described in this Section shall be retained by CONSULTANT and any subconsultant hereunder and made available for inspection by Alameda CTC and its authorized agents for a period of three (3) years after this AGREEMENT is terminated, or the date of the final payment, whichever is later. The audit to determine final compensation will be accomplished by Alameda CTC and/or representatives of the state or federal government within one year after completion of the PROJECT.

L. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

ARTICLE II - SCHEDULE

A. SCHEDULE OF WORK.

CONSULTANT shall conform with the schedule set forth in **Appendix C**, “Milestone Schedule,” attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by Alameda CTC. When a revised schedule has been submitted to and approved by Alameda CTC, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT’s control.

B. REPORTING.

Monthly progress reports in a form acceptable to Alameda CTC, which describe work accomplished, shall be submitted with CONSULTANT’s monthly billings. Alameda CTC agrees to respond to CONSULTANT’s draft report submissions in accordance with the Schedule of Work.

C. DELAY.

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the “Milestone Schedule”, to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT’s services be delayed by any mutually agreed upon excusable cause, CONSULTANT’s schedule for completion of tasks affected by such delay shall be extended as agreed to by Alameda CTC. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to Alameda CTC resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or Alameda CTC (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

D. NOTICE OF POTENTIAL DELAY.

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to Alameda CTC within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

ARTICLE III – COMPENSATION/PAYMENT

A. INVOICES AND TIME OF PAYMENT.

1. For all services described in **Article I** and **Appendix A**, CONSULTANT shall submit an itemized monthly invoice to Alameda CTC which includes all applicable Request for Payment Forms and supporting documentation required therefor. The current Request for Payment Instructions and Forms are included in **Appendix E**, “Request for Payment Instructions and Forms,” attached hereto and by this reference incorporated herein.

2. Within thirty (30) days after receipt of a valid and complete invoice from CONSULTANT (including all required documentation), Alameda CTC shall pay CONSULTANT the amount due for all services rendered during the invoice period, except as otherwise provided in this **Section A**. Invoices and supporting documentation must be legible and reproducible. Any invoices or supporting documentation which are illegible, incomplete or inaccurate will be returned to CONSULTANT for clarification and/or completion.

3. If Alameda CTC disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, Alameda CTC shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within ten (10) days of receipt of payment from Alameda CTC, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. Alameda CTC may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

6. Upon Alameda CTC's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to Alameda CTC and request the final payment. Alameda CTC shall make final payment to CONSULTANT within 45 days of receipt of billing of the amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 4** above with regard to Alameda CTC's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

7. CONSULTANT agrees the billing rates for CONSULTANT and its subconsultants set forth on **Appendix D** represent fully-burdened billing rates for each individual that will perform work hereunder, which billing rates shall incorporate direct salaries, benefits and related costs, general overhead and the profit for the CONSULTANT or subconsultant, as applicable.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines, including but not limited to indirect costs

reimbursed as part of, or otherwise included within, CONSULTANT's or its subconsultants' fully-burdened billing rates, are subject to repayment by CONSULTANT to Alameda CTC.

9. Subconsultant compensation and direct costs directly attributable to the performance of the services required by this AGREEMENT shall be reimbursed either at a unit rate or at actual cost invoiced to CONSULTANT as specified on **Appendix D**. Costs not specifically identified on **Appendix D** will not be separately reimbursed but will instead be considered to be included in the fully burdened hourly rates set forth on **Appendix D**.

10. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

11. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of **paragraphs 8, 9 and 11** above shall apply to said subconsultant.

B. SUSPENSION OF WORK.

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for any outstanding invoices, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to Alameda CTC's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

ARTICLE IV - OBLIGATIONS OF CONSULTANT

A. AUTHORIZATION TO PROCEED.

CONSULTANT will not begin work on any of the services described in **Article I** until Alameda CTC directs it in writing to proceed.

ARTICLE V – OBLIGATIONS OF Alameda CTC

A. ALAMEDA CTC-FURNISHED DATA.

Alameda CTC will provide to CONSULTANT all relevant technical data in Alameda CTC's possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will

reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Alameda CTC.

B. ACCESS TO FACILITIES.

Alameda CTC will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

C. TIMELY REVIEW.

Alameda CTC will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as Alameda CTC deems appropriate; and render, in writing, decisions required of Alameda CTC in a timely manner.

D. PROMPT NOTICE.

Alameda CTC will give prompt written notice to CONSULTANT whenever Alameda CTC observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

Appendix A: DETAILED SCOPE OF WORK

Appendix B: CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT PERSONNEL

Appendix C: MILESTONE SCHEDULE

Appendix D: PROJECT COST PROPOSAL

Appendix E: REQUEST FOR PAYMENT INSTRUCTIONS AND FORMS

IN WITNESS WHEREOF, Alameda CTC has by order caused the AGREEMENT to be subscribed by the binding authority of Alameda CTC and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

CONSULTANT:

[NAME OF CONSULTANT]

By: _____
_____, _____

Date: _____

Alameda CTC:

ALAMEDA COUNTY
TRANSPORTATION COMMISSION

By: _____
Arthur L. Dao, Executive Director

Date: _____

Approved as to form and legality:

Wendel, Rosen, Black & Dean LLP
Legal Counsel to Alameda CTC

**Appendix D – Exceptions to the Alameda CTC Sample Professional Services
Contract Form**

Contract Reference (Section / Paragraph / etc.)	Relevant Provisions	Requested Action
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

Appendix E – Alameda CTC Sample Cost Proposal

Sample Cost Proposal Form

Contract No. _____

Date _____

Consultant _____

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager				@	
Highway Engineer				@	
Bridge Engineer				@	
Technician				@	
Project Manager				@	

Subtotal Direct Labor Costs \$ _____

Anticipated Salary Increases \$ _____

Total Direct Labor Costs \$ _____

Fringe Benefits	Rate	Total
	_____ %	\$ _____
Total Fringe Benefits		\$ _____

Indirect Costs		
Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____

Total Indirect Costs \$ _____

FEE (Profit) \$ _____

OTHER COSTS

Travel Costs \$ _____

Equipment and Supplies (Itemize) \$ _____

Other Direct Costs (Itemize) \$ _____

Total Other Costs \$ _____

Subcontractor Costs (attach detailed cost estimate for each subcontractor) \$ _____

TOTAL COST \$ _____

Sample Cost Proposal Form

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	+	+	=	
OVERTIME	+	+	=	
		FEE %		

BILLING INFORMATION

CALCULATION INFORMATION

[illegible]

- Names and classifications of team members at a level of _____ must be listed. FOR ALL OTHER EMPLOYEES USE CLASSIFICATIONS ONLY.
- For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.

Sample Cost Breakdown by Task Form

Breakdown of Costs (version date 2/17/11)		MULTIPLIERS										<div>These values will be zero if a firm uses Negotiated Billing Rates (NBRs); otherwise, use applicable Overhead, FCCM and escalation not applicable to Annually Renewed contracts.</div>															
ALAMEDACTC CONTRACT NUMBER:		% of budget in Current Year (CY)		100.00%		Accepted Overhead		100.00%																			
To Be Assigned by Alameda CTC		% of budget in CY+1		0.00%		FCCM		0.00%																			
PROJECT NAME:		% of budget in CY+2		0.00%		Negotiated Profit		0.00%																			
		% of budget in CY+3		0.00%		Annual Escalation Rate		0.00%																			
		Annualization Factor		1.0000																							
		Prime Consultant:										Project Summary															
		DATA ENTRY SECTION										CALCULATION SECTION															
Job Classifications (Individuals' names are optional)		Job Classifications	Job Classifications	Job Classifications	Job Classifications	Job Classifications	Job Classifications	Job Classifications	Job Classifications	Job Classifications	Direct Expenses (\$)	Hours	Escalated Direct Labor or NBR \$	Overhead	Direct Expenses	TOTAL COST	Profit	Hours	Escalated Direct Labor or NBR \$	Overhead	Direct Expenses	Total Cost	Profit	Cost + Profit	% of Total Non-Contingency Labor Costs		
Direct Salary Rate (Average, Actual, Max) for Current Year		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																	
Annualized Direct Salary Rate (or enter Negotiated Billing Rate)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																	
Task #	Fully Burdened Billing Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																	
NON-CONTINGENCY TASKS/DELIVERABLES																											
1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
1.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
1.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
1.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
2.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
2.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
2.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
3.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
3.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
3.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
4		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
4.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
4.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
4.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
5		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
5.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
5.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
5.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
6		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
6.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
6.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
6.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL Non-Contingency Tasks/Deliverables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
CONTINGENCY TASKS/DELIVERABLES																											
C1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C1.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C1.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C1.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C2.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C2.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C2.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C3.1												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C3.2												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C3.3												0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL Contingency Tasks/Deliverables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL Non-Contingency + Contingency Tasks/Deliverables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Appendix F – Levine Act Statement

*****PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED
LEVINE ACT STATEMENT*****

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

Alameda CTC’s Board members and their alternates as of the date of this RFP are as follows:

Mark Green/Emily Duncan (<i>City of Union City</i>)	Thomas Blalock/Robert Franklin (<i>BART</i>)
Scott Haggerty/Bill Harrison (<i>Alameda County D-1</i>)	Beverly Johnson/TBD (<i>City of Alameda</i>)
Nadia Lockyer/TBD (<i>Alameda County D-2</i>)	Farid Javandel/Peggy Thomsen (<i>City of Albany</i>)
Wilma Chan/Michael Gregory (<i>Alameda County D-3</i>)	Laurie Capitelli/Kriss Worthington (<i>City of Berkeley</i>)
Nate Miley (<i>Alameda County D-4</i>)	Tim Sbranti/Don Biddle (<i>City of Dublin</i>)
Keith Carson/Kriss Worthington (<i>Alameda County D-5</i>)	Ruth Atkin/Kurt Brinkman (<i>City of Emeryville</i>)
Greg Harper/Elsa Ortiz (<i>AC Transit</i>)	Suzanne Chan/Bill Harrison (<i>City of Fremont</i>)
Olden Henson/Marvin Peixoto (<i>City of Hayward</i>)	Joyce Starosciak/Pauline Russo Cutter (<i>City of San Leandro</i>)
Marshall Kamena/Jeff Williams (<i>City of Livermore</i>)	John Chang/Garrett Keating (<i>City of Piedmont</i>)
Luis Freitas/Alberto Huezo (<i>City of Newark</i>)	Jennifer Hosterman/Cheryl Cook-Kallio (<i>City of Pleasanton</i>)
Larry Reid/Patricia Kernighan (<i>City of Oakland</i>)	Rebecca Kaplan/Jane Brunner (<i>City of Oakland</i>)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Alameda CTC Board member or alternate in the 12 months preceding the date of the issuance of this RFP?

___ YES ___ NO

If yes, please identify the Board member or alternate: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Alameda CTC Board member or alternate in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Board member or alternate: _____

Answering yes to either of the two questions above does not preclude Alameda CTC from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Appendix G – Insurance Requirement Form

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

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

<p>_____</p>	<p><u>Property Insurance</u> covering the selected consultant's own business personal property and equipment to be used in performance of this Contract, materials or property to be purchased and/or installed on behalf of Alameda CTC (if any), debris removal (if applicable), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of Alameda CTC. If such insurance coverage has a deductible, the selected consultant shall also be liable for the deductible.</p>
<p>Deductibles: Any deductibles or self-insurance retentions over \$50,000 are subject to the approval of Alameda CTC.</p> <p>Notice of Termination: All policies shall provide that the insurance carrier shall give written notice to Alameda CTC at least 30 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to Alameda CTC and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall include an endorsement providing that such insurance is primary insurance and no insurance of Alameda CTC will be called on to contribute to a loss.:</p> <p>Certificates of Insurance: Promptly on execution of this Contract and prior to commencement of any work hereunder, the consultant shall deliver to Alameda CTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Proposer agrees, upon written request by Alameda CTC, to furnish copies of such policies or endorsements required under the Contract prior to the Effective Date of the Contract.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by consultant pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.</p> <p>Subconsultant's Insurance: The Consultant shall require each of its subconsultants to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the Alameda CTC Project Manager and Contracts Administrator.</p>	

<p>By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of Alameda CTC's notice to firm that it is the successful proposer.</p>	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

<p>NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to Alameda CTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to Alameda CTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.</p>
--

Appendix H – Debarment and Suspension Certification

*****PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED
DEBARMENT AND SUSPENSION CERTIFICATION*****

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
does not have a proposed debarment pending; and
has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Representative Name and Title	
Authorized Signature	
Date	

Appendix I – Non-Lobbying Certification

*****PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED
NON-LOBBYING CERTIFICATION*****

The prospective participant certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subconsultant Tier _____, if known	5. If Reporting Entity in No. 4 is Subconsultant, Enter Name and Address of Prime:	
6. Congressional District, if known Federal Department/Agency:	7. Congressional District, if known Federal Program Name/Description:	
8. Federal Action Number, if known:	9. CFDA Number, if applicable _____ Award Amount, if known:	
(attach Continuation Sheet(s) if necessary)		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) <input type="checkbox"/> actual <input type="checkbox"/> planned <input type="checkbox"/> a. retainer	13. Type of Payment (check all that apply) <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only: Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subconsultant or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subconsultant award recipient. Identify the tier of the subconsultant, e.g., the first subconsultant of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subconsultant" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

Appendix J – Local Agency Proposer DBE Information Form

*****PRIME PROPOSER MUST SUBMIT A COMPLETED
LOCAL AGENCY PROPOSER DBE INFORMATION FORM*****

See Instruction Below:				
LOCAL AGENCY: _____ LOCATION: _____				
PROJECT DESCRIPTION: _____				
PROPOSAL DATE: _____				
PROPOSER'S NAME: _____				
CONTRACT DBE GOAL (%): _____				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	PERCENT PARTICIPATION OF EACH DBE
For Local Agency to Complete: Local Agency Proposal Number: _____ Federal-Aid Project Number: _____ Federal Share: _____ Proposal Date: _____ Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise. _____ Print Name Signature Date Local Agency Representative (Area Code) Telephone Number: _____			Total Claimed DBE Commitment _____ Signature of Proposer _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print) Local Agency Proposer DBE Commitment (Consultant Contracts) (Rev 6/27/09)	

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(PROPOSER CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subconsultants' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(PROPOSER CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the proposer contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Proposer. Notify the Proposer in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime proposer and subconsultant certification numbers. Prime proposers shall indicate all work to be performed by UDBEs including, if the prime proposer is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the proposer proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Appendix L – Good Faith Effort

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED GOOD FAITH EFFORT

Federal-aid Project No. _____ Bid Opening Date _____

The Alameda CTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 17.42 percent for this contract. The information provided herein shows that a good faith effort was made to meet this goal.

Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the “Local Agency Proposer – UDBE Commitment” form indicates that the proposer has met the UDBE goal. This will protect the proposer’s eligibility for award of the contract if the administering agency determines that the proposer failed to meet the goal for various reasons, e.g. a UDBE firm was not certified at proposal submittal.

Submittal of only the “Local Agency Proposer – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the proposer (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the proposer made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units

to facilitate UDBE participation. It is the proposer's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the proposer's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the proposer's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

Appendix M – Public Contract Code

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED PUBLIC CONTRACT CODE STATEMENT

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Representative Name and Title	
Authorized Signature	
Date	

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the PROPOSER, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the PROPOSER within the immediately preceding two year period because of the PROPOSER's failure to comply with an order of a federal court which orders the PROPOSER to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign _____



Here _____
Signature and Title of Proposer

Business Address: _____

Place of Business: _____

Place of Residence: _____