



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R20-0004
FREIGHT INTELLIGENT TRANSPORTATION SYSTEM PROJECT
SYSTEM INTEGRATION AND APPLICATION DEVELOPMENT**

October 11, 2019

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide system integration and application development services for the Freight Intelligent Transportation System Project. The performance period is anticipated to be an initial period of 34 months from March 1, 2020 to December 31, 2022, with options for up to 4 additional years of service.

This contract will utilize federal funds. As such, federal requirements will apply. **The Disadvantaged Business Enterprise (DBE) contract goal for this contract is 18.0%**. See Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I; see [Appendix C](#)). This contract will not be subject to the Alameda CTC Local Business Contract Equity Program.

Responses should be submitted in accordance with the requirements and instructions set forth in the Request for Proposals (RFP). The RFP documents have been posted on the RFP Web Page below. To sign up for optional email notifications of important updates regarding this RFP only, please use the RFP Registration Form below.

The Optional Pre-Proposal Meeting is scheduled for Monday, October 21, 2019, at 1:30 p.m. Pacific Time (PT); use the below RFP Registration Form to register to attend.

Proposals are due on Friday, November 8, 2019, at 3:00 p.m. PT.

RFP Registration Form: <https://forms.gle/2DS7TkULAvbjjVLg8>

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

Reference Questionnaire: <https://forms.gle/YWB94qqBMvh8D5Do7>

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

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Huisingsh".

Gary Huisingsh
Deputy Executive Director of Projects

cc: E.W. Cheng, Senior Administrative Analyst
Alastair Powell, Associate Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R20-0004

**Freight Intelligent Transportation System Project
System Integration and Application Development Services**

Date Issued: Friday, October 11, 2019

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

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INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I

1. GENERAL CONDITIONS

A. Governing Law

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

B. Examination of Proposal Documents

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

C. Rights of Alameda CTC

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

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

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

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

D. Work Scope Modifications

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

E. Pre-Award/Post-Award Audit

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

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

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

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

F. Conflict of Interest

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

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

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

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

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

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

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

G. Levine Act – Government Code Section 84308

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

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

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

H. Public Records

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 *et seq.*) unless exempt by law. The proposals will remain confidential until any resulting contract has been awarded and executed. Each proposer should give specific attention to the identification of those portions of its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by Alameda CTC under the Act.

If Alameda CTC receives a request pursuant to the Public Records Act for information marked by the proposer as "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes do not constitute trade secret information, by submitting a proposal, proposer agrees to indemnify, defend and hold harmless Alameda CTC, its officers, agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded

against the Alameda CTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Alameda CTC's award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in the Alameda CTC's possession, which includes a minimum retention period for such documents.

Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.

I. Withdrawal of Proposal Submittal

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Sole Point of Contact identified in [Section II.1.D](#) (Sole Point of Contact) a written request for withdrawal signed by, or on behalf of, the proposer's binding official as identified in the [Section II.2.B](#) (Letter of Transmittal) included within the proposal.

J. Proposal/Bid Protest Procedure

A proposer who submits, or who plans to submit, a proposal may protest pursuant to the protest procedures applicable to this RFP in accordance with this **Section I.1.K**. Any attempted protest which fails to comply with this section shall be deemed to be an invalid protest and automatically denied.

1. Protests based on the content of the RFP shall be filed with the Sole Point of Contact within five (5) calendar days after the RFP is issued. Alameda CTC shall issue a written decision on the protest prior to opening the proposals.
2. Protests alleging a denial of due process or fundamental unfairness in the determination of the short list of most qualified firms shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
3. Protests alleging a denial of due process or fundamental unfairness in the determination of the top-ranked firm for contract award shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
4. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
5. If a protest is timely filed with the Sole Point of Contact, Alameda CTC staff (potentially including consultants to Alameda CTC) will promptly initiate an investigation of the grounds of the protest. All proposers shall cooperate with any inquiries from Alameda CTC's staff and consultants relating to the protest.
6. At the conclusion of its investigation, Alameda CTC staff shall prepare a written report, including a decision regarding the disposition of the protest, and provide a copy of such report to the protestor. The staff decision shall be final and conclusive unless the protestor requests a hearing pursuant to Item 7 below within five (5) calendar days after issuance of the report.
7. In the case of protests based on the content of the RFP (Item 1 above), protesters may request to appear and be heard before the Programs and Projects Committee (PPC) and/or the Commission prior to the opening of proposals. In the case of protests alleging a denial of due process or fundamental unfairness in the selection process (Items 2 and 3 above), protesters may request to appear and be heard before one or more of the following, as determined by the Chair of the Commission at their discretion: (i) the Chair and/or Vice-Chair of the

Commission, (ii) the PPC and/or the Commission, or (iii) a committee appointed by the Chair of the Commission. The individual or body conducting the hearing shall make a determination and take final action on the protest.

K. Equal Employment Opportunity

Proposer and its subconsultants shall not, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status deny benefits to any person nor unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of non-compliance, Alameda CTC may cancel, terminate or suspend the contract in whole or in part. The proposer may also be declared ineligible for further contracts with Alameda CTC.

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

L. Subconsultants

1. For the purposes of this RFP, “subconsultants” also refers to all firms, other than the prime consultant, proposed for performing work or incurring costs on the resulting contract; this includes all subconsultants, subcontractors and/or vendors, of any tier.
2. Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relation between Alameda CTC and any subconsultants, and no subcontract shall relieve the proposer of their responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to Alameda CTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer’s obligation to pay its subconsultants is an independent obligation from Alameda CTC’s obligation to make payments to the proposer.
3. Any subcontract entered into as a result of this RFP shall contain all the provisions stipulated in this RFP and resulting contract to be applicable to subconsultants.
4. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the proposer by Alameda CTC.
5. Any substitution of subconsultants must be approved in writing by the Alameda CTC Project Manager in advance of assigning work to a substitute subconsultant.

M. Public Contract Code

In accordance with Public Contract Code Sections 10162, 10232, 10285, and 2202-2208, the proposer shall include a Public Contract Code Statement in its Letter of Transmittal as identified in the Section II.2.B.

N. Prevailing Wage and Department of Industrial Relations Registration Requirements

Work deemed to be “public works” under California law are subject to the prevailing wage requirements pursuant to the California Labor Code and will be subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Further, both the prime consultant and any member of the consultant team required to hold a contractor’s license to perform the work assigned to that team member must be registered with the DIR pursuant to Labor Code Sections 1725.5 and 1770 *et seq.* prior to submittal of any proposal. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to the Labor Code. Proof of such required registration for both the prime consultant and the specific team member holding the contractor’s license must be submitted with the proposal.

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

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

2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Alameda CTC’s standard form professional services contract. The Alameda CTC Sample Professional Services Contract is available on the Alameda CTC website at www.alamedactc.org/contracting-forms and is incorporated herein as if attached. Alameda CTC reserves the right to substitute and/or modify the Alameda CTC Sample Professional Services Contract prior to contract execution with acceptance by both parties.

A. Exceptions to the Alameda CTC Sample Professional Services Contract

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

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

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

B. Invoicing Requirements

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

C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in [Appendix E](#) (Insurance Requirement Form). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in [Appendix E](#), within five (5) business days of Alameda CTC’s notice to firm that it is the successful proposer. ,,,,,,Requests for waivers to Alameda CTC’s insurance requirements should be submitted with the proposal using the form provided in [Appendix E](#). Alameda CTC will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

D. Cooperation

After contract award, the selected consultant shall carry out the instructions as received from Alameda CTC, which may include cooperation with Alameda CTC staff and members of its governing body (the Commission).

E. Identification of Documents

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

3. FEDERAL REQUIREMENTS

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

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

1. This RFP and resultant contract are subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The successful proposer who enters into a federally-funded agreement will assist Caltrans in a good faith effort to achieve California’s statewide overall DBE goal.
2. To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this RFP’s goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts. Participation by the successful proposer or its subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2).
3. It is the proposer’s responsibility to verify that the DBE firm is certified as a DBE by the specified proposal submittal due date and time. For a list of DBEs certified by the California United Certification Program, go to <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>. Proof of DBE certification shall be submitted with the proposal.
4. Caltrans specifies a contract goal for DBE participation. Proposals submitted in response to an RFP for federally funded contract(s) must meet the DBE goal by performing the work as a prime DBE, using DBEs as subconsultants, or by documenting good faith efforts (see [Appendix C](#), Good Faith Efforts). **Failure to meet the DBE goal or good faith efforts**

requirements and provide required DBE participation will result in the proposal being rejected as non-responsive. If a DBE subconsultant is unable to perform, the selected consultant must make good faith efforts to replace such DBE subconsultant with another DBE subconsultant, if the goal is not otherwise met. Failure to make adequate good faith efforts to meet the DBE goal may result in payment being denied.

5. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The proposer, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract awarded under this RFP. The proposer shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the selected consultant to carry out these requirements shall constitute a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.
6. Any subcontract entered into as a result of this RFP shall contain all of the provisions of Article I, Section H (Disadvantaged Business Enterprise Program; Other Federal Requirements) of the Alameda CTC Sample Professional Services Contract.

B. Prompt Payment of Funds Withheld to Subconsultants

Alameda CTC reserves the right to hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within ten (10) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with prior written approval from Alameda CTC's Project Manager and/or Deputy Executive Director. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime proposers and subconsultants.

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

C. DBE Records

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

Procedures Manual (LAPM), “Final Report-Utilization of Disadvantaged Business Enterprises First-Tier Subcontractors.”

D. DBE Certification and De-certification Status

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

E. Materials or Supplies Purchased from DBEs

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

1. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies will be counted toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment, shall be by a long-term lease contract and not an ad hoc or Contract-by-Contract basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the

amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

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

G. Title VI of Civil Rights Act of 1964

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

H. Debarment

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

I. Audit and Inspection of Records

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

J. Federal Grant Requirements

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

K. Pre-Award/Post-Award Audit

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

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

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

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

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

L. State Energy Conservation Plan

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

M. Clean Air and Water Pollution Act

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

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

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

SECTION II

1. RFP INFORMATION

A. RFP Description

Alameda CTC intends to retain a professional services consultant or consultant team to provide system integration and applications development services for the Freight Intelligent Transportation System Project (Project). The consultant shall serve as a Systems Integrator (SI) and shall develop, procure, install and integrate computer equipment and software applications that are built upon/compatible with Port's existing ITS network and housed in the Port of Oakland's (the Port's) Traffic Management Center/Emergency Operations Center (TMC/EOC) facility. Services will include, but are not limited to, the following: develop, procure and install software systems to provide Port TMC/EOC operations staff a comprehensive view of real-time operational conditions at and around the Port, develop a GoPort website and mobile application that collects, exchanges and disseminates static and real-time Port information to the traveling

public and users, and develop a smart parking system that monitors and reports on parking availability that allows the Port to disseminate freight parking information to truck industry stakeholders.

B. Scope of Work

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The period of performance for this contract is anticipated to be an initial period of 34 months, from March 1, 2020 to December 31, 2022, with the option to continue for 4 additional years of service through December 31, 2026.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on specific rates of compensation and/or lump sum by task, but is subject to the terms and conditions established as a result of negotiations.

C. Reference Materials

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

D. Sole Point of Contact

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

Name:	Alastair Powell	Mailing Address:	Alameda CTC
Title:	Associate Administrative Analyst		1111 Broadway, Suite 800
Email:	apowell@alamedactc.org		Oakland, California 94607
Telephone:	(510) 208-7438		

E. Pre-Proposal Meeting (Optional)

An optional, but recommended, pre-proposal meeting will be held at the Alameda CTC offices located at 1111 Broadway, Suite 800, Oakland, California as indicated in [Table 1](#) (RFP Schedule).

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

Consultants planning to attend are requested to register for the pre-proposal meeting using the RFP Registration Form identified in the cover letter of this RFP by 5:00 p.m. the day prior to the pre-proposal meeting.

F. Addenda/Clarifications

It is the proposer’s responsibility to check for and review all addenda issued and posted by Alameda CTC on the RFP Web Page identified in the cover letter of this RFP. Proposers may sign up for email notifications of important updates about this RFP, as well as register for the pre-proposal meeting, using the RFP Registration Form identified in the cover letter of this RFP.

Explanations or clarifications desired by potential proposers regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via

email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R20-0004.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

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

TABLE 1: RFP SCHEDULE

ACTIVITY	DATE/TIME
RFP issued.	October 11, 2019
Optional Pre-Proposal Meeting held at Alameda CTC offices. By 5:00 p.m. the day before the meeting, please register using the RFP Registration Form identified in the cover letter of this RFP.	October 21, 2019 1:30 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	October 23, 2019 1:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the RFP Registration Form identified in the cover letter of this RFP.	November 1, 2019
Due Date for Proposals and Reference Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References shall submit the web-based Reference Questionnaire identified in the cover letter of this RFP by or before this deadline.	November 8, 2019 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	December 10, 2019
Interviews, if necessary.	December 17, 2019
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	December 18, 2019
Contract Award Request to the Alameda CTC Commission	March 26, 2020
Anticipated Contract Commencement.	April 23, 2020

2. PROPOSAL CONTENT AND FORMAT

A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): four (4) hard copies of the complete proposal, along with electronic files of the complete proposal in PDF format. All PDF documents must be formatted with Optical Character Recognition to ensure text is searchable and may be copied.
- **Cost Proposal** (**sealed separately** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in [Section II.2.E.5](#)): One (1) hard copy of the

complete cost proposal, along with electronic files of the complete proposal in source (i.e., XLS/XLSX) **and** PDF formats.

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

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

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” paper with at least 1” margins, using a single method of fastening. The font requirement applies to all text except for charts, tables and graphs. When appropriate, double-sided printing is encouraged. Graphs, diagrams or organizational charts could be shown on 11” x 17” paper. 11” x 17” paper will be counted as two pages per side or four pages if double-sided. Proposals shall not exceed 30 pages (15 if double-sided), excluding sections or content as indicated in [Table 2](#) (Page Limit Requirements).

Proposal content and completeness are most important. Clarity, organization, and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposals should only contain relevant information pertaining to the response of this RFP; marketing materials should not be included, unless appropriate. When organizing required forms and certifications, please collate by form type rather than by firm; e.g., an appendix for Levine Act Statement forms from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

TABLE 2: PAGE LIMIT REQUIREMENTS

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E) (Exceptions listed below)	✓
Proposal Content (Section II.2.E) (Exceptions to page limit) <ul style="list-style-type: none"> • Detailed Schedule (Section II.2.E.1) • Resources Form (Appendix F) • Cost Proposal (Section II.2.E.5) 	–
Performance Measures (Section II.2.F)	✓
References (Section II.2.G)	–
Required Forms and Certifications (Section II.2.G)	–
Resumes	– Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Design Samples (Optional and as applicable)	–
Writing Samples (Optional and as applicable)	–

B. Letter of Transmittal

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

1. Full list of the project team (including proposer and all subconsultants, subcontractors and/or vendors, of any tier) and detail any proposed joint venture arrangements such as revenue/profit sharing:
 - a. *Company (LBE, SLBE, VSLBE, and/or DBE status, if any) – arrangements detail (if any)*
2. Selection Process Lead (the primary point of contact during the selection process):
 - a. *English honorific prefix (e.g., Mr./Ms.), Name, Title*
 - b. *Mailing address*
 - c. *Telephone number*
 - d. *Email address*
3. Public Contract Code Statement (**no modification to this statement is allowed**):

Our firm (the “Prime Proposer”), hereby certifies under penalty of perjury under the laws of the State of California and the United States that neither Prime Proposer nor any subconsultant and/or subcontractor hereunder, nor any firm affiliated with Prime Proposer or any subconsultant and/or subcontractor hereunder, is (i) potentially subject to rejection of any bid pursuant to the provisions of Public Contract Code (“PCC”) section 10162; (ii) unable to truthfully sign a statement in the form required by PCC section 10232; (iii) suspended or potentially subject to suspension pursuant to PCC section 10285.1; (iv) ineligible to bid on a contract with a public entity for goods and services of \$1 million or more pursuant to PCC sections 2202-2208; or (v) not in compliance with any federal, state, and local laws and ordinances applicable to the work. Prime Proposer further represents and warrants that no portion of the work under the resulting agreement shall be subcontracted to or otherwise performed by any subconsultant and/or subcontractor that meets any of the criteria set forth in subsections (i)-(v) above.

4. This letter is signed by an officer that is authorized to bind the proposer’s firm contractually and includes the following language:

This proposal is a binding offer to contract with Alameda CTC according to the requirements of this RFP for a period of one hundred twenty (120) calendar days from the proposal due date .

C. Title Page

The title page must include the RFP number and title, the proposer’s firm and contact information (local address and telephone number), contact person and contact information (name, email, and telephone number), and the date.

D. Table of Contents

Provide a table of contents that includes a clear identification of the material by section and page number.

E. Proposal Content

Proposals must contain the following sections:

1. **Understanding the Required Scope of Work.** By presentation of a well-conceived work plan, this section of the proposal shall (i) establish that the proposer understands Alameda CTC’s objectives and work requirements and (ii) describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “additional or optional tasks” in this section and should also be included as separate line items in the cost proposal.
 - a. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include any underlying assumptions.
 - b. Provide a timetable for completing all work specified in [Appendix A](#) (Required Scope of Work, Deliverables and Staffing). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Scope of Work and to demonstrate your firm’s ability to provide services in an effective manner. The Detailed Schedule should show the expected sequence of tasks and subtasks, including durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal.
 - c. Demonstrate understanding of the key risks and challenges for delivering the project, and discuss risk mitigation measures.
 - d. Identify key deliverables.
 - e. List all applicable standards required for the proposed services.
2. **Expertise.** This section shall describe how your team’s expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, areas of consideration, and the rationale for the implementation approach.
 - a. Provide representation of work performed by your firm that are similar in nature to this project or elements of this project.
 - b. Discuss specific qualifications and technical expertise of the firm.
 - c. Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of services and which may not have been specifically stated in this RFP.
 - d. Provide overall comprehensive approach for implementing and managing the full Scope of Work.
3. **Management Plan.** This section shall describe methods of project management.
 - a. Describe methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and how the team will provide up-to-date and accurate information to Alameda CTC for the duration of the contract.

- b. Describe how management of the team members and subconsultants will be handled. Discuss management of budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Staffing Plan and Availability.** This section shall include an organizational chart and identify key team members. Key team members, also referred to as “key personnel” herein, denotes individuals, from any firm on the proposer team, that have key roles and responsibilities expected to remain the same throughout the duration of the contract.
 - a. Designate (i) the principal-in-charge and the project manager who will serve as Alameda CTC’s key contacts throughout the duration of the contract, and (ii) the key team members for your proposed team. The proposed project manager will be a registered engineer in the State of California and have at least ten (10) years of experience in a project/contract manager role.
 - b. Describe the qualifications and expertise of the proposed team, including all subconsultants, in providing services for clients comparable to Alameda CTC. Full resumes may be included in the proposal appendices with the expectation that key team members will remain the same throughout the duration of the contract.
 - c. Proposers must also include a completed [Appendix F](#) (Resources Form) as a proposal appendix.
5. **Cost Proposal.** Proposer shall submit, in hard copy electronic files (i.e., XLS/XLSX and PDF formats), the following in one separately sealed envelope clearly labeled “Cost Proposal Attachment,” per all requirements of Cost Proposal Requirements Certification ([Appendix D](#)):
 - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
 - The budget should include an estimate of hours for each task and subtask, for all team members, along with their billing rates.
 - **Billing rates must be broken down into direct salary, fringe, overhead, and profit rates, if any.** Note that the profit and escalation rates for this contract may not exceed 8% and 3%, respectively.
 - **Non-labor expenses (direct expenses) must be itemized and broken down to show quantity and unit price.**
 - b. Provide cost breakdown by subconsultants, if any, and goal attainability, based on current certification at time of proposal submission.
 - c. Any additional items included that are not specifically requested in the RFP must be clearly described as “optional tasks” and shown as On-Call Tasks line items.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of payment will be based on specific rates of compensation and/or lump sum by task, but is subject to the terms and conditions established as a result of negotiations.

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

F. Performance Measures

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

G. References

Using the Reference Request Form ([Appendix C](#)), for each key team member on the proposal, provide a minimum of three (3) references related to previous projects similar to this project, or elements of this project, on which the key team member had significant involvement within the past five (5) years. None of the references shall be from Alameda CTC. Project fact sheets and resumes may be provided in an appendix to the proposal and will not count toward the page-count limit.

The Reference Request Form is available at or from the RFP Web Page identified in the cover letter of this RFP and is incorporated herein as if attached. No modification to the form is allowed, other than entering the information requested. The prime proposer shall complete the Reference Request Form and include this form with its proposal in hard copy and electronic files.

The proposer is responsible for communicating to the referenced party the instructions and requirements for this process as outlined in this RFP, including the deadline for which Reference Questionnaire (identified in the cover letter of this RFP) are due to be submitted online, as indicated in [Table 1](#) (RFP Schedule).

H. Forms and Certifications

Proposers **must** provide completed forms in their submittal as required in Table 3 and the RFP [Appendices](#). Please collate by form type rather than by firm; e.g., an appendix for Insurance Requirement Forms from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

TABLE 3: REQUIRED FORMS AND CERTIFICATIONS

FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Section I.1.N – Public Works Contractor Proof of Registration with DIR	–	✓	If performing prevailing wage work
Section I.3.A – Proof of DBE Certification	–	✓	✓
Section II.2.B – Letter of Transmittal: <ul style="list-style-type: none"> • Full list of the project team • Selection Process Lead • Public Contract Code Statement • 120-Day Binding Offer Statement • Signed by an authorized officer 	–	✓	–
Section II.2.G – Reference Request Form: <ul style="list-style-type: none"> • Part A is submitted with proposal <i>and</i> submitted to the reference 	–	✓	If Applicable

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FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Levine Act Statement	–	✓	✓
Appendix C – Non-Lobbying Certification if applicable	–	✓	✓
Appendix C – Debarment and Suspension Certification; use applicable form	–	✓	✓
Appendix C – Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages); required for prevailing wage work	✓	If performing prevailing wage work	If performing prevailing wage work
Appendix C – Cost Proposal Form B: <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Expense Detail (Direct Expenses) • B3: Summary • B5: Prime Consultant and Subconsultant Contact Information • C3: Consultant and Subconsultant Fixed Hourly Rate Schedule and Key Personnel • C4: Consultant and Subconsultant Unit Costs Note that B4: LBCE Program Participation Summary is not applicable to this RFP.	✓	✓	✓ Include in Prime Consultant's Cost Proposal Form B.
Appendix C – Certification of Financial Management System and Contract Costs (Caltrans LAPM Exhibit 10-K)	✓	✓	✓ Required for all firms using specific rates of compensation
Appendix C – Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1)	✓	✓	–
Appendix C – Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2)	–	Selected proposer to submit at end of negotiations	–
Appendix C – Notice to Proposers – DBE Information (Caltrans LAPM Exhibit 10-I)	–	–	–
Appendix C – DBE Information – Good Faith Efforts (Caltrans LAPM Exhibit 15-H)	✓	✓	–
Appendix D – Cost Proposal Requirements Certification	–	✓	–
Appendix E – Insurance Requirement Form	–	✓	✓

FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
<p>Appendix F – Resources Form in its entirety:</p> <ul style="list-style-type: none"> • Key Personnel Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	<p>✓</p> <p>Include in Prime Proposer’s Resources Form</p>
* Required for subs (subconsultant, subcontractor, vendor, etc.) of any tier.			

3. PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness

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

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

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

B. Proposal Evaluation

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

C. Proposal Criteria – 100 Points Possible

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

TABLE 4: PROPOSAL CRITERIA

PROPOSAL CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work. Understanding of the RFP objectives, project needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	35

PROPOSAL CRITERIA	MAXIMUM POINTS
2. Expertise. Qualifications and technical expertise of the proposer in performing related work; proposer’s experience in working with public agencies and familiarity with the related process; and method of approach.	20
3. Management Plan. Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	15
4. Staffing Plan and Availability. Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; and key personnel’s level of involvement in performing related work. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	30
Total:	100

D. Proposer Interviews

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

E. Proposer Interview Criteria – 100 Points Possible

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

TABLE 5: INTERVIEW CRITERIA

INTERVIEW CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work.	35
2. Expertise.	10
3. Management Plan.	10
4. Staffing Plan and Availability.	25
5. Effectiveness of Interview. Overall interview discussions and presentation.	20
Total:	100

F. Award

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

The Selection Review Panel will recommend award to the highest ranked proposers based on the final scoring from the Proposer Interview Criteria in [Section II.3.E](#) and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the scoring of the technical proposals. The top-ranked firm may be required to submit a revised cost proposal and/or technical or other revisions to its proposal as a result of negotiations with Alameda CTC. If negotiations with the top-ranked proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest ranked proposer from the proposal list, and so forth until a proposer is selected.

APPENDICES

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A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING

The Systems Integrator (SI) selected to perform this scope of work will be responsible for the procurement and installation of certain computer equipment, along with integration of all subsystems to be installed by the Freight Intelligent Transportation System (FITS) Construction Contractor(s). The SI will also be responsible for procurement, development, installation and integration of software for the Advanced Traffic Management System, the GoPort Application and the Smart Parking System. This entire system is to be used by operators, truckers and other users at the Port of Oakland (Port) as further described in the Project Description below.

Project Description

The Freight Intelligent Transportation System Project (FITS Project) will be installed west and south of Interstate 880 (I-880) within the Port's Seaport area, which extends from the east end of the San Francisco-Oakland Bay Bridge on the north to the urban commercial center of Jack London Square to the southeast. The FITS Project will utilize both proven and newer technologies to reduce traffic congestion, including truck idling, improve safety and provide travel reliability by providing real-time travel information to truckers and other travelers in and near the Port of Oakland.

The FITS Project includes installation and operation of physical improvements such Changeable Message Signs (CMS), Queue Detection Cameras, Advanced Train Detection System, Adaptive Signal Systems, Fiber Optics Network, Center-to-center Communication Network between the Port and City and between the Port and Caltrans, upgrade to High Definition Closed-circuit TVs (CCTV), etc. along West Grand Avenue, Maritime Street, 7th Street, Middle Harbor Road, Adeline Street, Embarcadero West, Water Street, and near Jack London Square, as shown in **Figure 1**.

Figure 1: Port of Oakland FITS Project Vicinity Map



The FITS Project will also rehabilitate an existing building for constructing Port's Joint Transportation Management Center/Emergency Operation Center (TMC/EOC) for managing traffic and incidents from a centralized location.

The FITS Project is being implemented through a set of separate but related construction contracts and RFPs managed by Alameda CTC and the Port. To date, three construction packages have been developed and advertised for implementing the following Intelligent Transportation System (ITS) Applications, which are outside the scope of services requested through this RFP and noted as "Constructed by others" below:

1. TMC/EOC – An existing TMC will be reconfigured/modified with upgrades to space, communications, and other amenities for the operation of the Port's Joint TMC/EOC facility to efficiently manage traffic and incidents. The Joint TMC/EOC will utilize a newly installed fiber network for communications between the Project installed field devices and the TMC/EOC. **Constructed by others.**
2. RFID Readers – RFID Readers will be installed in and near the Port on existing and new poles to monitor truck movement, including truck turn-time within the Port area. **Constructed by others.**
3. Adaptive Signal System – The Port traffic signal system will be upgraded to allow for an adaptive system control to allow for pre-programmed time-of-day signal timings and utilize the intersection vehicle detection and sensor equipment to adjust the timing of red, yellow and green phases for each approach as well as overall cycle lengths. This aims to accommodate changing traffic patterns and reduce congestion by improving vehicle progression. **Constructed by others.**
4. Advanced Traffic Management System (ATMS) – Existing signal system will be upgraded to allow connectivity and control. Signal controllers with networking equipment will be installed. The ATMS software system will be designed to receive, transmit and integrate data from other portions of the Project (i.e., traffic information, control messages, and control traffic signal systems) and shall be upgradeable to allow further automation and enhancements. The software will also allow for potential connections and collaboration of operations with other public-sector equipment and systems. **Constructed by others.**
5. Advanced Train Detection System (ATDS) – Non-intrusive train detection equipment and software will be installed to provide warnings of long trains and delays at at-grade rail crossings. **Constructed by others.**
6. Center to Center (C2C) Communications – New communication interfaces will be deployed among the public sector agencies (Caltrans, City of Oakland and Port) to enhance interagency communications and collaboration for traffic, emergency, and other operational messaging. **Constructed by others.**

7. CMS – New CMSs will be installed to provide truckers with information on regional traffic conditions as they leave the Port, and Port incidents or Port information as they enter the Port. CMSs will be fiber connected and have connectivity to the TMC/EOC that will allow access and control by the traffic management system. **Constructed by others.**

8. CCTV Upgrade to High Definition – Existing CCTVs will be upgraded to high definition, to fill in surveillance gaps and deploy vehicle video detection software for speed information. This technology will allow cameras to address surveillance and traffic needs simultaneously. **Constructed by others.**

9. Queue Detection – Software and hardware technology will be installed to capture queue times outside tenant entrances through identification and monitoring of idling vehicles. **Constructed by others.**

10. Supplemental Vehicle Detection (SVD) – Camera systems will be installed along main arterial roadways in the Port area that determine vehicle speed and traffic patterns, information that will transmit data in real-time to the TMC/EOC to monitor traffic patterns for operations and safety purposes. **Constructed by others.**

11. Communications: Fiber – Existing gaps in the fiber network will be closed and the network be upgraded so technology improvements at the Port are served by a fiber communications network backbone to the greatest extent possible. This will set the foundation for connection and control of all other FITS elements. **Constructed by others.**

12. Communications: Wi-Fi – Wi-Fi capabilities will be installed in the Port area as a backup communication system and a means for addressing cellular dead spots and enhancing security and emergency response functions. Offers amenities to truckers in queue or within the Port (e.g., Port traffic and gate queue videos and improved access to GoPort Application). **Constructed by others.**

13. Weigh-in-Motion (WIM) Technology – WIM technology will be installed on Port property as a courtesy to trucks leaving the Port with new containers to determine total vehicle weight. Potential WIM information sharing and coordination with the California Highway Patrol. Future goal is to eliminate or reduce the need for trucks to go through additional weigh stations if cleared at WIM at the Port. **Constructed by others.**

The proposer is required to provide the scope of services described in the subsequent section.

System Integration and Applications Development

The successful proposer will serve as Systems Integrator (SI) and shall develop, procure, install and integrate computer equipment and software applications that is built upon/compatible with Port's existing ITS network and will housed at the TMC/EOC facility. These include:

- (1) ATMS software that will provide TMC/EOC operations staff a comprehensive view of real-time operational conditions at and around the Port. The SI will develop, procure and install software systems to effectively detect and confirm traffic incidents, track and maintain field equipment, as well as to integrate, process, and disseminate traffic information to field

devices (e.g., CMS) and the traveling public via the GoPort Application (as defined below). Furthermore, the SI will utilize and integrate the C2C connection (physical and data layer by others) between the Port and other agencies and stakeholders, such as the City of Oakland and Caltrans District 4, and provide an interagency tool to ensure coordinated access, monitoring and control of the ATMS software system.

- (2) GoPort website and mobile application (suitable for Apple and Android operating systems) that collects/exchanges information from the ATMS and the Smart Parking System (as defined below) to disseminate static and real-time Port information regarding travel times, parking availability, parking payment options, incidents, wait times, terminal turnaround times, terminal information, video feeds, etc. to the traveling public and users.
- (3) Smart Parking System (SPS) that monitors and reports on parking availability that can be shared via the GoPort application and changeable message signs. The SPS software package shall allow the Port to disseminate freight parking information to a variety of truck industry stakeholders. The SPS shall provide a replacement to the current forms-based e-mail messaging that generates dispatch work orders from the licensed motor carriers (LMCs) to the Port's terminal parking operator. The SPS shall also provide a platform for a tablet or otherwise portable device for parking operators to utilize in the field.

Integration will require close coordination with the field contractor(s) and the Port. At the completion of integration, this contract will need to successfully demonstrate that the final product complies with the technical specifications and functional requirements outlined in [Appendix B](#) (Reference Materials).

The SI shall be required to provide staff as needed to meet the agreed milestones outlined in the schedule. Staff used to provide the solution shall be qualified in the field in which they work, but the determination of acceptable qualifications shall be at the SI's discretion. SI is ultimately responsible for providing a solution that meets the criteria specified. At a minimum, the SI shall provide at least one individual for each of the following positions: designated project manager to serve as the point of contact for the work, software architect, system analyst, system engineer, front-end developer, back-end developer, system administrator/hosting engineer, and test engineer.

The SI is expected to provide the following services:

- Task 1: Project Management
- Task 2: System Development and Implementation
- Task 3: Training
- Task 4: Optional Services

TASK 1: PROJECT MANAGEMENT

Project management task includes contract administration, management of scope, cost, and schedule, quality assurance/quality control (QA/QC) of deliverables, progress reports and attendance at meetings.

Task 1.1: Contract Administration

Consultant services include the following:

- Subconsultant coordination and management
- Management of deliverables
- Document filing

Task 1.2: Project Management Plan and Implementation

Consultant shall prepare a Project Management Plan that outlines the management of project scope, schedule, budget, staffing, communication, QA/QC and risks/opportunities. Upon approval by Alameda CTC, Consultant shall implement the plan.

Deliverable:

- *Project Management Plan*

Task 1.3: Project Meetings

Consultant shall assume monthly face-to-face meetings throughout the contract duration. The services include the following:

- Travel to and attend meetings with Alameda CTC, the Port of Oakland, City of Oakland and Caltrans
- Follow up on action items to ensure assigned actions are completed in a timely manner

Deliverable:

- *Meeting Minutes*
- *Status of Action Items*

TASK 2: SYSTEM DEVELOPMENT AND IMPLEMENTATION

Task 2.1: System Integration

SI shall provide and install system servers and software for the ATMS, GoPort Application and Smart Parking System into a fully functional and complete operating system.

In addition to providing the separate deliverables for this task under Tasks 2.2, 2.3 and 2.4, the SI shall demonstrate full operation of all FITS elements together as a single comprehensive system.

As part of this contract, the SI shall be responsible for (i) acquiring or developing all software required for the system, (ii) procuring and supplying the required hardware, as well as (iii) integration and testing of the hardware and software. Any software acquired pursuant to a license shall include a term of not less than three years. All hardware shall include a manufacturer and/or third-party warranty of not less than three years. Costs for software, hardware and warranties shall be included as other direct costs without markup in the cost proposal.

Deliverable:

- *Integrated FITS and all associated software and hardware, tested and accepted by the Port.*
- *Statement of Warranties in a matrix form summarizing warranties in place including duration, items covered, and whether warranty is provided by manufacturer or other.*

Task 2.1.1: ATMS

SI shall be responsible for delivering a fully integrated and functional ATMS solution that can be utilized by Port staff to manage the FITS assets that are being constructed by other contracts, as well as existing assets that are currently used at the Port. SI shall provide ATMS software and an ATMS server to operate the core ATMS solution and serve all client components that are housed at workstations throughout the Port and at external agencies. Additionally, SI will provide a new Video Management Server that can house an upgraded version of the existing

Video Management System (Genetec) or an alternate Video Management System if acceptable to the Port.

Commissioning (Go Live) will be granted upon the successful completion of various tests which will include factory acceptance tests, simulated tests and field system performance testing. It is anticipated that substantial completion of work “constructed by others” will be accomplished three months prior to the Go Live date. FITS Project is anticipated to Go Live January 2021.

Deliverables:

- *Shop drawing or product documentation to outline the functionalities of the proposed SI software, submitted prior to procurement for review and approval*
 - *Documentation shall outline all functionalities that are required in this specification.*
 - *Vendor shall provide a manufacturer’s certification as part of submittal that the software meets the requirements of the specification.*
- *Preliminary and Final Design Documents*
- *ATMS server hardware cut sheets and other applicable documentation.*
- *Software Development and Integration Plan*
- *Factory Acceptance Test Plan-Procedures, if any*
- *Cutover Plan, if any*
- *Interface Plan (for integrating the system with Caltrans and the City of Oakland)*
- *ATMS acceptance testing plan for ATMS and subsystems, which includes routine performance evaluation during the extended burn-in period, and will be submitted prior to acceptance testing*
- *Integrated ATMS product and all associated hardware, tested and accepted by the Port*

Task 2.1.2: GoPort Application

SI shall develop the GoPort mobile application and website software and associated system to create a single-portal environment of freight-related traveler information. The intent of the GoPort application is to enable Port users, namely trucking operators, dispatchers, and Port staff, to have increased operational efficiency with much of the available real-time information consolidated into one data source.

The GoPort system is comprised of the following:

- GoPort server
- Database
- Website
- Mobile application

As a comprehensive system, it will receive and consolidate freight-related traveler data from existing sources, new sources that are being “constructed by others”, and end users. As a key component, the GoPort app will gather and disseminate static and real-time Port messages regarding wait times, terminal turnaround times, terminal information, vessel operations, traffic, weather, video feeds from public cameras, rail crossings, parking availability and pricing options, incidents, notifications, weigh-in-motion, truck resources (such as routes, scale locations, over-size/over-weight (OS/OW) information, fuel stops, and other items), and performance reporting.

The SI shall be responsible for delivering a fully integrated and functional GoPort product that can be utilized by the above-mentioned stakeholder groups. The SI shall provide a GoPort server to operate the core GoPort product and serve all client components, including the ATMS

and Smart Parking System applications. All costs for software purchase, development, integration, and testing, as well as hardware procurement and warranty, shall be included in this contract.

This system shall integrate with the ATMS and Smart Parking System application software. At the completion of integration, the SI shall successfully demonstrate that the final product complies with the technical specifications and functional requirements.

Deliverables:

- *GoPort application system design, detailing the GoPort application system design and functionality*
- *Factory Acceptance Test-Plan Procedures*
- *Installation Plan Procedure*
- *Cutover Plan*
- *System acceptance testing plan, submitted prior to acceptance testing*
- *Traceability Matrix during system design that provides cross-mapping of GoPort application requirements to the design documents or to future project stage's documentation*
- *As-built documentation*
- *Source code documentation*
- *Cutover documentation*
- *Integrated GoPort application product and all associated hardware, tested and accepted by the Port*

Task 2.1.3: Smart Parking System (SPS)

SI shall install a SPS software package into the Port of Oakland to allow the Port to disseminate freight parking information to a variety of truck industry stakeholders. The SPS shall provide a replacement to the current forms-based e-mail messaging that generates dispatch work orders from the LMCs to the Port's terminal parking operator.

The SPS shall include, but not limited to, the following functional areas:

- Parking Stall Inventory Management
- Driver Inventory Management
- Parking Reservation System
- Gate Agent Application
- Enforcement
- Financial Management
- Reporting

The SPS shall be implemented with a central processing server that may be hosted "on-premises" or virtually using a cloud services provider. The SPS will be accessed by various users as follows:

- TMC/EOC operators access via the ATMS
- Truckers and Carriers access via GoPort App
- Port staff and Port's parking vendors access via the SPS

Unless a cloud-based alternative is proposed and approved by the Port, the SI shall provide a SPS server of sufficient capabilities to operate the core SPS product and serve all client components, including the ATMS and GoPort application.

This system shall integrate with the ATMS and GoPort application software and will need to coordinate with the Port regarding when the software can be deployed into Port IT infrastructure. Deployment of software will occur over several phases, as outlined in the technical specifications. At the completion of integration, the system shall successfully demonstrate that the final product complies with the technical specifications and functional requirements.

Deliverables:

- *SPS design, detailing the SPS design and functionality*
- *Factory Acceptance Test-Plan Procedures*
- *Installation Plan Procedure*
- *Cutover Plan*
- *Interface Plan (for integrating the system with Caltrans and the City of Oakland)*
- *SPS acceptance testing plan, submitted prior to acceptance testing*
- *Traceability Matrix during system design that provides cross-mapping of application requirements to the design documents or to future project stage's documentation*
- *As-built documentation*
- *Source code documentation*
- *Cutover documentation*
- *Integrated SPS product and all associated hardware, tested and accepted by the Port*

TASK 3: TRAINING AND OPERATION AND MAINTENANCE PLANS

SI shall prepare a Training Implementation Plan which will describe the method and materials to train Port of Oakland managers, operators, maintenance personnel, developers and users, in order to operate the proposed FITS. SI shall provide a qualified system engineer to train Port staff on the software.

Caltrans and the City of Oakland TMC staff will also attend training sessions. Training is typically undertaken to provide specific skills, such as how to access or operate the proposed FITS.

Training and education shall be delivered through the following activities:

- Meetings and presentations
- Formal presentations by system experts or users
- Hands-on practice sessions
- Videos and online materials

At a minimum, the training sessions shall be conducted twice, once at a time to be determined during development and the other immediately after the System Go Live.

The Operations and Maintenance (O&M) Plan of the system is identified in the approved System Engineering Management Plan (SEMP). Please refer to the final SEMR included in [Appendix B](#) (Reference Materials).

The O&M Plan will identify the following:

- Aspects of the system needing O&M

- Address routine maintenance and on-call emergency repair services including:
 - Detail all assets under the FITS project (hardware and software) such as:
 - Repair and replacement of hardware parts and systems (RFID, SVD, WIM, CCTV, etc.)
 - Software troubleshooting, hosting and other updates (i.e., changes to Smart Parking or GoPort App features and/or modifications to ATMS software)
 - Include routine annual inspections and follow-up reports for all associated FITS assets (which includes schedule and costs for needed repairs based on inspections)
 - Incorporate ability to quickly respond as needed to emergency repair work and troubleshooting as needed (preferably within a 24-hour timeframe)
- Personnel (employed or contracted)
 - Initial and on-going personnel training procedures
 - Special skills or other resources required
 - Responsibilities for O&M
- Funding and policies supporting ongoing O&M
- Methods to be used to monitor the effectiveness of O&M
 - O&M related data to be collected and how it is to be processed and reported
 - Reporting to be developed for O&M
- Manuals (users, administration and maintenance), configuration records and procedures that are to be used

Deliverables:

- *Training Implementation Plan – Draft and Final*
- *Training materials to demonstrate the coursework for training operators, supervisors, and other end-users, submitted a minimum of 60 days prior to the scheduled training.*
- *O&M Plan – Draft and Final*
- *Manuals (Training, Operation and Maintenance)*

TASK 4: EXTENDED BURN-IN PERIOD

For a period of one year after the Go Live date, Consultant shall provide resources to:

- Address any user and/or equipment malfunction.
- Perform routine maintenance and on-call emergency repair and troubleshooting services (refer to Task 3, O&M Plan).
- Perform routine system performance evaluation
- Coordinate, resolve and process warranty related issues

TASK 5: OPTIONAL TASKS AND ON-CALL SERVICES

Alameda CTC may authorize optional tasks and/or additional on-call services as required to successfully fulfill the project scope as required for continuous operation of the FITS system.

Task 5.1. FITS Operations & Maintenance (Optional)

The resulting contract may be extended for routine maintenance and on-call emergency repair and troubleshooting services cover a period of four years beyond the extended burn-in period. If funding sources for one or more years of this optional task differ from the sources used for the base contract, Alameda CTC reserves the right to apply local business or other utilization requirements by task order.

Task 5.2. Integrating ITS Systems Installed by 7th Street Grade Separation

At the sole discretion of Alameda CTC, the resulting contract may be augmented in the future to include a scope of services for integrating ITS systems to be installed by the 7th Street Grade Separation (East and West) Projects into the FITS Project implementation. In addition, Alameda CTC may include any additional services on an on-call basis.

Any other assumptions included in the consultant's scope and budget shall be included in the proposal.

B. REFERENCE MATERIALS

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

1. Project Fact Sheets
https://www.alamedactc.org/wp-content/uploads/2019/07/PN1442000_7SGSP_FITS_FS_20190717.pdf?x33781
2. System Engineering Management Plan
https://www.alamedactc.org/wp-content/uploads/2019/05/7SGSP_SEMP_FINAL_20180813.pdf?x33781
3. Concept of Operations
https://www.alamedactc.org/wp-content/uploads/2019/05/7SGSP_ConOps_Final_20180925.pdf?x33781
4. ATMS Data Flow Diagram
https://www.alamedactc.org/wp-content/uploads/2019/05/GoPort_ATMS_High-Level_Data_Flow_Diagram_20190520.pdf?x33781
5. FITS ATMS Specifications
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_ATMS_Specs_20190912.pdf
6. GoPort Application System Specifications
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_GoPort_Application_System_Specs_20190912.pdf
7. Mobile App Screen Mock-Ups
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_Mobile_App_Screen_Mock-Ups_20190912.pdfv
8. Website Screen Mock-Ups
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_Website_Screen_Mock-Ups_20190912.pdf
9. Smart Parking System Specifications
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_Smart_Parking_System_Specs_20190912.pdf
10. Functionality and User Privileges
https://www.alamedactc.org/wp-content/uploads/2019/09/FITS_Functionality_and_User_Privileges_20190912.pdf
11. Construction Risk Management Plan
<https://www.ebidboard.com/docs/1906/200050/00.1 - Informational Handouts Vol. 1.pdf>
12. Traffic Management Plan
<https://www.ebidboard.com/docs/1906/200050/00.4 - Informational Handouts Vol. 4.pdf>
13. FITS ATCMTD Grant Application
<https://ops.fhwa.dot.gov/fastact/atcmtd/2017/applications/goport/>
14. Construction Package Reference Materials:
 - a. FITS Technical Specifications
https://www.ebidboard.com/docs/1906/200050/03_FITS_Technical_Specifications.pdf
 - b. FITS General Conditions
https://www.ebidboard.com/docs/1906/200050/00_FITS_General_Conditions.pdf
 - c. FITS Bid Book
https://www.ebidboard.com/docs/1906/200050/01_FITS_Bid_Book_Issued_for_Bid_Feb_2019.pdf

- d. FITS Special Provisions
https://www.ebidboard.com/docs/1906/200050/02_FITS_Special_Provisions_Issue_d_for_bid_fina.pdf
- e. FITS Addendum #1
https://www.ebidboard.com/docs/1906/200050/ATMS_Addendum01_Final.pdf
- f. FITS Addendum #2
https://www.ebidboard.com/docs/1906/200050/ATMS_Addendum02_Final.pdf
- g. FITS Addendum #3
https://www.ebidboard.com/docs/1906/200050/ATMS_Addendum03_Final.pdf

C. REQUIRED FORMS INCORPORATED BY REFERENCE

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

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Reference Request Form
3. Levine Act Statement Form
4. Non-Lobbying Certification Form
5. Debarment and Suspension Certification Form – Prime Consultant
6. Debarment and Suspension Certification Form – Subconsultant
7. A&E Consultant Financial Document Review Request (Caltrans LAPM Exhibit 10-A)
8. Cost Proposal Form B
9. Caltrans LAPM Exhibit 10-H; use applicable form and note that Exhibit 10-H4 is required for prevailing wage work
10. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K) with a date range (MM/DD/YY-MM/DD/YY) in the Fiscal Period field, per the definition of fiscal period on the form
11. Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1)
12. Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2)
13. Notice to Proposers DBE Information (Caltrans LAPM Exhibit 10-I)
14. DBE Information - Good Faith Efforts (Caltrans LAPM Exhibit 15-H)

D. COST PROPOSAL REQUIREMENTS CERTIFICATION

IF PROPOSER IS UNABLE TO PROVIDE THE DOCUMENTS LISTED BELOW WITH THE PROPOSAL UNLESS NOTED OTHERWISE, PROPOSER SHOULD **NOT** SUBMIT A PROPOSAL TO ALAMEDA CTC.

1. The selected proposer and all subconsultants shall provide financial documents for the contract as required under the Consultant Financial Document Review Request Letter (Caltrans LAPM Exhibit 10-A; see [Appendix C](#)) within five (5) business days of Alameda CTC’s notice to firm that it is the successful proposer.
2. Cost Proposal Form B (see [Appendix C](#)) for prime consultant and all subconsultants, completed in its entirety, at a minimum, as applicable.
3. Caltrans LAPM Exhibit 10-H4 (see [Appendix C](#)) for all firms on the proposal performing prevailing wage work.
4. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K; see [Appendix C](#)) for prime consultant and all subconsultants, unless such firm is eligible for, and will be requesting, a Safe Harbor Rate (SHR). The most recent Fiscal Year End (FYE) Indirect Cost Rate (ICR) must be submitted; e.g., the 2018 FYE ICR must be submitted.
5. Consultant Proposal DBE Commitment (Caltrans LAPM Exhibit 10-O1; see [Appendix C](#)) for prime consultant and all subconsultants.
6. Consultant Contract DBE Commitment (Caltrans LAPM Exhibit 10-O2; see [Appendix C](#)) for prime consultant and all subconsultants.
7. List of all subconsultants and/or vendors with contact information, including: (a) firm name (DBE, LBE, SLBE, and/or VSLBE status, if any); (b) contact name, title; (c) mailing address; (d) telephone number; and (e) email address.

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

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

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

E. INSURANCE REQUIREMENT FORM

Part A – Certification

The selected consultant and its subconsultants and subcontractors under the resulting contract shall, at such firms’ own expense, obtain and maintain in effect at all times the types of insurance, as identified in **Part C**, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract. Any firm unable to meet any of the required minimum insurance coverages listed in **Part C** must complete **Part B** to request for exception to the such insurance requirements. **IF SUCH EXCEPTIONS ARE NOT REQUESTED IN PART B WITH THE PROPOSAL, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED AND WAIVERS WILL NOT BE CONSIDERED AT A LATER TIME.** This form must be completed and submitted in its entirety.

By signing below, you acknowledge and agree to provide the required Proof of Insurance providing verification of the minimum insurance requirements listed in Part C within five (5) days of Alameda CTC’s notice to the prime consultant that it is the successful proposer.	
Alameda CTC RFP No. or Agreement No.:	
Authorized Signature:	
Name and Title:	
Company Name:	
Date:	

Part B – Insurance Exception Request

Identify the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Insurance Provision	Insurance Exception

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

The following additional insured and insurance coverage is required for this AGREEMENT:	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$2,000,000 general aggregate, and \$1,000,000 Personal & Advertising Injury. <input checked="" type="checkbox"/> Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease. <input checked="" type="checkbox"/> Unmanned Aerial Vehicle Insurance – \$1,000,000 combined single limit per occurrence (as applicable; see Paragraph 6). 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Professional Liability – \$2,000,000 <input checked="" type="checkbox"/> Automobile Liability – \$1,000,000 combined single limit per occurrence. <input checked="" type="checkbox"/> Umbrella Insurance – \$1,000,000 <input checked="" type="checkbox"/> Cyber and Privacy Insurance – If checked, Paragraph 7 applies hereto. <input checked="" type="checkbox"/> Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention. <input checked="" type="checkbox"/> Additional Insured – Alameda CTC, Caltrans, City of Oakland, Port of Oakland, and their respective officers, employees and agents.

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

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

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

insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such automobile liability coverage may be, but is not required to be, provided as part of the liability insurance described above.

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

4. Professional Liability Insurance. CONSULTANT shall carry and maintain Professional Liability Insurance for errors and omissions in an amount equal to or greater than the minimum coverage shown in this appendix. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT shall maintain continuous coverage in effect for the Term of Agreement shown on page one of this AGREEMENT 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. Such policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

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

6. Unmanned Aerial Vehicle (UAV) Insurance. If CONSULTANT or any subcontractor, or anyone working on their behalf, utilizes any unmanned aircraft, aerial vehicle or drone (each a "UAV") as part of the services performed under this AGREEMENT, CONSULTANT shall carry and maintain, or cause the operator of the UAV to carry and maintain, occurrence-based UAV Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insured. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from use of UAVs under this AGREEMENT, (b) protection against claims arising from violation of privacy injury arising from use of UAVs under this AGREEMENT, and (c) blanket contractual liability on all written contracts, including this AGREEMENT. UAV Insurance may be provided under Commercial General Liability Insurance if such policy contains a separate endorsement for such UAV coverage. Any entity or individual who operates a UAV as part of performing services under this AGREEMENT must be properly certified and registered with the Federal Aviation Administration ("FAA") and follow all applicable FAA rules and regulations.

7. Cyber and Privacy Insurance. If the applicable box is checked in Table F-1 hereof, this **Paragraph 7** shall apply to this AGREEMENT. CONSULTANT shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

9. Proof of Insurance. CONSULTANT shall provide insurance certificates and policy endorsements (collectively, "PROOF OF INSURANCE") evidencing CONSULTANT's policies described in this **Article I, Section E** to ALAMEDA CTC within ten (10) calendar days of the execution of this AGREEMENT. Neither CONSULTANT nor any of its subconsultants shall perform any work under this AGREEMENT prior to ALAMEDA CTC's receipt of all required proof of insurance for CONSULTANT. Further, CONSULTANT shall provide PROOF OF INSURANCE for each subconsultant under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such subconsultant. All PROOF OF INSURANCE shall provide for not less than thirty (30) calendar days' prior written notice to ALAMEDA CTC of any cancellation, non-renewal or material change of coverage in the policy or policies, and shall further provide that ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. At least five (5) business days prior to the expiration date of any policy of insurance carried by CONSULTANT or any subconsultant as required by this AGREEMENT, CONSULTANT shall provide PROOF OF INSURANCE confirming that the policy has been extended or a replacement policy has been obtained. If any PROOF OF INSURANCE is not provided in a timely manner as provided in this **Paragraph 9**, ALAMEDA CTC shall withhold twenty-five percent (25%) of all payments made to CONSULTANT until such document(s) are provided to ALAMEDA CTC.

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

11. Subconsultants' Insurance Requirements. The provisions of this **Article I, Section E (Insurance)** are applicable to all subconsultants hereunder, regardless of tier and subcontract amount. As provided in **Paragraph 9** above, CONSULTANT shall provide PROOF OF INSURANCE for their subconsultants' insurance which meets the above specifications to ALAMEDA CTC, or evidence that the subconsultant(s) have been named in the CONSULTANT's applicable policy as additional insured(s) if said policy allows such addition, prior to such subconsultant performing any work under this AGREEMENT, and thereafter so long as such subconsultant is performing work under this AGREEMENT.

F. RESOURCES FORM

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

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

1. **Key Personnel Availability.** Provide sufficient detail to describe each individual's specific roles/responsibilities for this contract, a description of the benefits the person brings to the team, and their availability over the duration of this contract as to provide assurance to their ability to perform the requested services in a responsive and timely manner.
2. **Firm Participation Summary.** For firms with multiple offices, proposals must identify all locations from which resources are anticipated to be used. Clearly include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years. Firms providing services subject to prevailing wage requirements must include proof of registration with the DIR.
3. **Task Resource Summary.** A table of estimated hours by task and firm (prime proposer and all subconsultants) should be provided, including the percentage of the total contract hours that each firm will spend on the contract. Total estimated hours should be provided for each task and for each firm.
4. **Project References Summary.** For each key team member, provide up to three (3) references related to previous projects similar to this project, or elements of this project, which the key team member worked on. No more than one (1) reference shall be from Alameda CTC. For each reference, include the sponsoring agency, project title, project phase, role, duration, total value of services provided, and the name, title, email, and telephone number of clients to be contacted for references. Project fact sheets may be provided in an appendix to the proposal and will not count toward the page-count limit.
5. **Alameda CTC Contracts Summary.** Provide a summary of all contracts that members of your team (including subconsultants) have held with Alameda CTC in the past three years.
6. **Potential Conflicts of Interest.** Proposers must provide a list of any potential conflicts of interest in working for Alameda CTC. This must include, but is not limited to, a list of your firm's clients who are cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.