

****IMPORTANT NOTICE****

ONLINE PROPOSAL BIDDING PROCESS

- The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](#):
 1. Exhibit A – Proposal Response Packet, [Proposer Information and Acceptance](#) page
 - a. [Must be signed by Proposers](#)
 2. Exhibit A – Proposal Response Packet, [SLEB Information Sheet](#)
 - a. [Must be signed by the Proposer](#)
 - b. [Must be signed by SLEB Partner](#) if subcontracting to a SLEB

Please read **EXHIBIT A – Proposal Response Packet** carefully, **INCOMPLETE PROPOSAL MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the proposal response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.



COUNTY OF ALAMEDA

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 902017

for

PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR DUBLIN TRANSIT CENTER PARKING GARAGE PROJECT

For complete information regarding this project, see Request for Request for Statement of Qualifications (RFSOQ) posted at [Alameda County Current Contracting Opportunities](#) or contact the County representative listed below. Thank you for your interest!

Contact Person: Evelyn Benzon, Procurement & Contracts Supervisor

Phone Number: (510) 208-9622

E-mail Address: evelyn.benzon@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

October 22, 2021

through

Alameda County, GSA-Procurement

[EZSourcing Supplier Portal](#)

<https://ezsourcing.acgov.org/>



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CALENDAR OF EVENTS

RFSOQ No. 902017 – Project Management/Construction Management Services
For Dublin Transit Center Parking Garage Project

EVENT	DATE/LOCATION
Request Issued	September 15, 2021
Networking/Proposers Conference	September 24, 2021 @ 9:30 a.m. (PST) <i>TO ATTEND ONLINE:</i> Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 415-915-3950 , 869578577# United States, San Francisco Phone Conference ID: 869 578 577#
Written Questions Due via Email: evelyn.benzon@acgov.org	September 27, 2021 by 5:00 p.m. (PST)
List of Attendees	September 28, 2021
Q&A Issued	October 11, 2021
Addendum Issued [only if necessary to amend RFSOQ]	October 11, 2021
Response Due and Submitted through EZSourcing Supplier Portal	October 22, 2021 by 2:00 p.m. (PST)
Evaluation Period	October 22, 2021 – November 15, 2021
Vendor Interviews	Week of November 8, 2021
Notice of Intent to Award Issued	November 15, 2021
Board Consideration Award Date	January 4, 2022
Contract Start Date	January 17, 2022

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach	
<p>Wednesday, September 22, 2021 10:30 a.m. – 11:30 a.m.</p> <p>TO ATTEND ONLINE: Join Microsoft Teams Meeting Call-in: +1 415-915-3950 Conference ID: 504 517 635#</p>	<p>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</p> <p>This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.</p>



COUNTY OF ALAMEDA

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 902017 SPECIFICATIONS, TERMS & CONDITIONS

for

PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR DUBLIN TRANSIT CENTER PARKING GARAGE PROJECT

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EXHIBIT A **PROPOSAL RESPONSE PACKET**

APPENDIX A – GRANT FUNDING CONTRACT REQUIREMENT

APPENDIX B – PROJECT SCHEDULE

APPENDIX C – PROFESSIONAL SERVICES AGREEMENT

APPENDIX D - STATE ONLY FUNDED A&E CONTRACTS OF THE LOCAL ASSISTANCE PROCEDURES
MANUAL

APPENDIX E – DUBLIN TRANSIT CENTER PARKING GARAGE REQUEST FOR DESIGN BUILD
PROPOSAL



I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe Project Management/Construction Management (PM/CM) services being requested by the County.

Alameda County General Services Agency (GSA) is seeking Statements of Qualifications (SOQ) and Proposals from interested and qualified Proposers, partnerships, corporations, associations, persons or professional organizations to provide Project Management/Construction Management (PM/CM) Services for the Dublin Transit Center Parking Garage Project, including but not limited to the following services:

- Planning, scheduling, estimating, project/construction management and Project delivery;
- Inspection services;
- Commissioning and related disciplines where needed for the Dublin Transit Center Parking Garage Project.

The County intends to award a two-year contract (with option to renew for one year) to the Proposer selected as the most responsible Proposer whose response conforms to the RFSOQ and meets the County's requirements.

B. PROJECT DESCRIPTION AND OVERVIEW

The County of Alameda, in partnership with Livermore Amador Valley Transit Authority (LAVTA) is developing a multi-level parking structure on 2.4-acres County owned property (Parcel D-1) located at the Dublin Transit Center. This parcel is currently undeveloped, with a three-story residential building to the North, a five-story mixed-use building to the West, and the existing Dublin/Pleasanton BART Parking Garage to the South. The lot to the East of this parcel has not been developed, and plans have not been made for its use. The topography in the area is generally flat, and the site currently has a primarily pervious surface. The height of the proposed development is governed by the adjacent five story mixed-use development and the existing six-story Dublin/Pleasanton BART Parking Garage.

The total Project budget is estimated around \$34 Million, with \$14 Million of funding coming from the Alameda County Transportation Commission and the remaining \$20 Million coming from grant funding to LAVTA from the Transit and Intercity Rail Capital Program (TIRCP). This new parking garage will serve Tri-valley region commuters and

the public at the BART Dublin Transit Center. The proposed parking structure will provide 525 parking spaces.

The County has completed the environmental review process as required by the California Environmental Quality Act (CEQA) and has retained AE-3 PARTNERS as Project design planners and bridging architects.

The County also has completed the Design-Build bridging documents that are made available with this RFSOQ for reference and include the schematic design and a performance based design criteria for parking Structure including the architectural, landscape, structural and mechanical systems. Also included are on-site and off-site civil and utility design and construction documents for the site work. The bridging documents have been developed with the intent to sufficiently define the project design requirements and develop a detailed estimate of the Project cost, so a building and site work redesign should not be required. The approach has been to provide the Owner with what it wants and expects, while allowing the future design build team to use their combined creative talents to efficiently complete the design and construct the project.

The Site civil and utility work has been developed further to a “Construction Document Level Package” and is included in this RFSOQ. The County’s objective is to accelerate the start of construction outside the Design/Build parking deck footprint and complete as much of the on-site and off-site civil and utility construction work prior to the start of parking structure construction and provide a pad-ready site. The County has an agreement with the City of Dublin that in the case of the Garage and on site work, the City will review the site development plans and process the facility in a consultation role. However, the City will review and inspect off-site work under an encroachment/Development review Permit application. The County has submitted the Site civil and utility Construction Plans to the City of Dublin and will obtain the City of Dublin approval for the Encroachment permit and is in the process to complete the City of Dublin Encroachment permit process.

The County intends to award a contract for the Detailed Design and Construction of the Parking Garage, using a design-build delivery model in accordance with Public Contract Code Section 22164. As such, County has completed a prequalification process and prequalified four designbuild teams in February of 2021 and published a “Request for Proposal” in July of 2021 to those pre-qualified Design Build Entities (DBE’s). County anticipates to complete the selection of the Design Builder whose proposal is determined to provide best value to the County by November of 2021. The County’s Request for Proposal (“RFSOQ”) including the Bridging Documents is provided with this RFSOQ for reference to be used by the proposers to become familiar with the detailed requirements of the Project.

C. PROPOSER MINIMUM QUALIFICATIONS

- a. Proposer shall be regularly and continuously engaged in the business of providing Project Management/Construction Management services for at least five years.
- b. Proposer shall present a plan for inclusion of designated, certified Small Local Emerging Business (SLEB) subconsultant(s) at the time of submittal of the RFSOQ. See Exhibit A – Proposal Response Packet - SLEB Partnering Sheet.
- c. Proposer shall demonstrate relevant experience of the team including Key Personnel, resumes and identification of relevant experience.
- d. Proposer shall submit a minimum of three (3) references for public projects of similar nature and size. Reference sheets must include the full contract details for each individual, the dates of service, services provided, and the project type and project value. For each reference proposer shall include a project summary. The summary shall be no more than a single page.
- e. Project Management Reporting: Proposer shall provide a sample project monthly report with milestones and benchmarking information which will be evaluated in the Step 1 - Technical Evaluation and presented by Proposer in Step 2 – Oral Presentations/Interviews.
- f. Debarment. Proposer certifies by signing Exhibit D - Debarment and Suspension Certification that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency.
- g. Proposer shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFSOQ.

D. SCOPE OF SERVICES

Project Management and Construction Management Services will reference to recognized professional non-profit organizations in the industry which include but are not limited to the tenets of the Construction Management Association of America (CMAA) for various phases of this project's life cycle. The County is utilizing a Design/Build model of Contracting for this Project. The Construction Manager will be selected during the last stages of the County's Request for Proposal and final selection of the Design Build Entity.

PM/CM Services tasks shall include the following:

1. Manage and coordinate the planning, design, and construction of the project.

2. Coordinate planning and other project management functions as necessary for delivery of the project.
3. Support the development, update and maintain Master Project Schedule and advise County on methods to adjust progress to maintain Schedule.
4. Manage and coordinate design reviews and plan approvals.
5. Identify potential problems in advance, and take corrective action or notify the proper level of authority.
6. Support the County's Project Manager in preparation of authorization documentation (Board of Supervisors' letters and delegation memorandums) and other various project correspondence.
7. Review the work of other consultants and make recommendations on the approval of invoices.
8. Administer project consultants and construction contracts.
9. Develop and manage cost tracking and reporting system for monitoring of project budget.
10. Prepare and issue monthly project status reports including the reporting required as part of the County's grant funding requirements.
11. Monitor and help coordinate project construction activities in the field.
12. Monitor and support the County's "Safety Construction Protocols" related to COVID-19 as well as Site Specific Safety Plan and requirements of the Safety Manual in accordance with appropriate ANSI and Cal/OSHA requirements.
13. Evaluate and make recommendations on changes in scope of work and prepare documentation for processing change orders.
14. Conduct and coordinate briefings and presentations for project stakeholders.
15. Interface with other County departments and outside jurisdictional agencies to obtain project approvals.
16. Support the verification of proper submittal and accurate and complete Parksmart documentation by the Design/Builder and assist with development of the Parksmart documentation throughout the project (design through construction close-out).

17. Coordinate the submittal of Final Verified Reports by Inspection Consultant, Materials Testing Consultants and Geotechnical Consultant
18. Monitor Design/Builder’s compliance with County Sustainability requirements including achievement of Parksmart contract requirements.
19. Assist the County with coordination of plan review and permit issuance by PWA.
20. Perform a cost estimate review of the Project consisting of a quality check of the Design/Builder’s Design Development and Construction Document cost estimates. This consists of cost estimating sufficient to assess the accuracy of the Design/Builder’s estimates, including meeting with the Design/Builder to reconcile and develop consensus if differences are found.
21. Coordinate the submittal review process required in the Design Build Entity’s Contract and maintain records of required submittals, dates and actions taken, and notify any party in writing who is delaying any submittal in process.
22. Recommend to County and support the issuance of Requests for Proposals to the Design Build Entity whenever it appears necessary. Prepare and issue Requests for Proposal upon concurrence from County during the Design and Construction phases of the Project.
23. Assist County in obtaining all necessary permits and licensing including Occupancy Permits and final approvals from public and private authorities with jurisdiction.
24. Coordinate project close-out activities
25. Observe, with County’s maintenance personnel, the construction contractor’s check-outs of utilities, operational systems and equipment, and start-up and testing and maintain records of start- up and testing as provided by the Design Build Entity, notify County of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.

E. GLOSSARY OF TERMS AND ACRONYMS

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Board	Shall refer to the County of Alameda Board of Supervisors
CSC	Shall refer to County Selection Committee

Capital Program	Capital Programs administered by the General Services Agency (GSA)
CIP	Capital Improvement Program
Consultant	When capitalized, shall refer to selected Proposer that is awarded a contract.
Construction Contractor	A general construction consultant contracted for a DBB or a JOC project delivery method.
County	When capitalized, shall refer to the County of Alameda.
Design/Build, Design/Builder or D/B	A Design/Build project delivery method, or a Design/Builder (D/B). D/B shall be used in context for either Design/Build project or Design/Builder.
DBB	A Design-Proposal-Build project and delivery method.
Federal	Refers to United States Federal Government, its departments and/or agencies.
GSA	General Services Agency, County of Alameda
IOR	Inspector of Record
IRS	Refers to Internal Revenue Service
JOC	Job Order Contract or Job Order Contractor. A construction contract delivery method using County's Job Order Construction Contractor.
Labor Code	Refers to California Labor Code
Proposer	Shall mean specific person or firm responding to this RFSOQ.
PS/CBA	County projects with a construction value of one million (\$1,000,000) or more will be subject to the requirements of the "Project Stabilization/Community Benefits Agreement" (PSCBA).
Qualifications	Shall mean Proposer's response to this RFSOQ.
Response	Shall refer to proposer's Statement of Qualifications submitted in reply to RFSOQ.
RFSOQ	Request for Statement of Qualifications. Shall mean this document, which is the County of Alameda's request for Statement of Qualifications responses from Consultant firm(s) to provide the services being solicited herein.
SLEB	Small Local Emerging Business
SOQ	Statement of Qualifications
State	Refers to State of California, its departments

	and/or agencies.
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F. NETWORKING / PROPOSERS CONFERENCES

1. The Proposers Conference held on September 24, 2021 will have an online conference option enabled for remote participation. Proposers can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at [Team Meeting](#), [Click here to join the meeting](#)
2. In order to get the best experience, the County recommends that Proposers who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
3. Networking/Proposers Conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFSOQ.
 - b. Provide an opportunity for Proposers to ask specific questions about the project and request RFSOQ clarification.
 - c. Provide Proposers an opportunity to view a site, receive documents, etc. necessary to respond to this RFSOQ.
 - d. Provide the County with an opportunity to receive feedback regarding the project and RFSOQ.
4. The list of Proposers Conference attendees will be released in a separate document.
5. Only written questions submitted via email and by the stated deadline will be addressed in an RFSOQ Question and Answer (Q&A) following the Networking/Proposers Conference. Should there be a need to amend or revise the RFSOQ, an Addendum will be issued following the Networking/Proposers Conferences. The Q&A and Addendum are the final stance of the County.
6. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on September 27, 2021 to:

Evelyn Benzon, Procurement & Contracts Supervisor
Alameda County, GSA-Procurement
1401 Lakeside Drive, Suite 907

Oakland, CA 94612
E-Mail: evelyn.benzon@acgov.org
Phone: (510) 208-9622

7. Potential Proposers are strongly encouraged to attend Networking/Proposers Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Proposers Conference will be added to the Vendor Proposal List. Failure to participate in a networking/proposers conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Proposers Conference is highly recommended but is not mandatory.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in project management/construction management services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFSOQ. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Procurement department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposers.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFSOQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFSOQ.

Proposers are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFSOQ, the County intends to award a contract to the responsible Proposers whose response conforms to the RFSOQ and whose proposal presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest

value to the County. The goal is to award a contract to the Proposers that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Proposers' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of final score)

The evaluation process will include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Proposers that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

The four Proposers receiving the highest preliminary scores will be invited to an oral interview. However, GSA reserves the right to determine the number interviews it will conduct for this project. Only the Proposers meeting the short list criteria will proceed to the next stage. All other Proposers will be deemed eliminated from the process. All Proposers will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Proposers.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFSOQ specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFSOQ.

2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFSOQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFSOQ requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFSOQ specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFSOQ must be complete. Responses that do not include the proposal content requirements identified within this RFSOQ and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing, or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. RFSOQs that do not meet the County Small and Emerging Locally Owned Business (SLEB) Program requirements, as described in this RFSOQ, will be considered incomplete.</p>	Pass/Fail
	<p>Debarment and Suspension: Proposers, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov/SAM/.</p>	Pass/Fail
B.	Experience, Organization, and Approach:	45 Points

	<ol style="list-style-type: none"> 1. <u>Roles and Organization of Proposed Team (10 Points):</u> <ul style="list-style-type: none"> • Proposes adequate and appropriate disciplines of project team. • Some or all of team members (Proposers) have previously worked together on similar project(s). • Overall organization of the team as relevant to GSA needs. 2. <u>Project and Management Approach (15 Points):</u> <ul style="list-style-type: none"> • Team is managed by an individual with appropriate experience in the types of GSA projects described in Section I. C (Scope of Services). This person's time is appropriately committed to the project. • Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones. 3. <u>Roles of Key Individuals on the Team (15 Points):</u> <ul style="list-style-type: none"> • Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project. • Key positions required to execute the project team's responsibilities are appropriately staffed. 4. <u>Public Sector Experience (5 Points):</u> <ul style="list-style-type: none"> • Team and its leaders have experience working in the public sector and knowledge of public sector procurement process. • Team leadership understands the nature of public sector work and its decision-making process. • Team and its leaders have experience in Public Private Partnership 	
<p>C.</p>	<p><u>Scope of Services proposed to be Provided:</u></p> <ol style="list-style-type: none"> 1. <u>Services proposed to be Provided (20 Points):</u> <ul style="list-style-type: none"> • Proposed scope of services is appropriate for all phases of the work. • Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule. 2. <u>Program-Project Deliverables (10 Points):</u> <ul style="list-style-type: none"> • Deliverables are appropriate to schedule and scope set forth in above requirements. 3. <u>Cost Control Budgeting Methodology (10 Points):</u> 	<p>40 Points</p>

	<ul style="list-style-type: none"> • Proposer has a system or process for managing cost and budget. • Evidence of successful budget management for a similar programs project(s) 	
D.	References (See Exhibit A – Proposal Response Packet) Proposer shall submit a minimum of 3 references for public projects. Reference sheets must include the full contact details for each individual, the dates of service, services provided, the project type, and project value.	5 Points
E.	Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Proposer’s proposal. The scoring may be revised based on the oral interview.	10 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%
	Small and Local or Emerging and Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

1. The contractor has complied with all terms of this RFSOQ; and
2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s

goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Proposers to enter into a contract. The County also reserves the right to re-Proposal this project if it is determined to be in its best interest to do so.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFSOQ response evaluation process (“Evaluation Process”), all Proposers will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- a. The name of the Proposers being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFSOQ response evaluation process and negotiations, debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s proposal. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Proposers.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

J. PROPOSAL PROTEST/APPEALS PROCESS

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Proposers wish to protest the Proposal process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Proposal protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Proposal protest by any Proposers regarding any other Proposal must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th)

business day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposers. A Proposal protest received after 5:00 p.m. is considered received as of the next business day.

- a. The Proposal protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all Proposers of the protest as soon as possible.
2. Upon receipt of the written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposers and others (as appropriate) to discuss the protest. The decision on the Proposal protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Proposers whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposers is affected by the decision on a Proposal protest if a decision on the protest could have resulted in the Proposers not being the apparent successful Proposers on the Proposal.

3. The decision of the GSA-Office of Acquisition Policy on the Proposal protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Proposers whose Proposal is the subject of the protest, all Proposers affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within

five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Proposers. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Proposal or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Proposers is prohibited from stating new grounds for a Proposal protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a Proposal process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive Proposal process, regardless of timing or the contents of a Proposal protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Proposers whose Proposal is the subject of the Proposal protest, and all Proposers affected by the decision.
4. The County will complete the Proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors or GSA.
 5. The procedures and time limits set forth in this paragraph are mandatory and are each Proposers's sole and exclusive remedy in the event of Proposal Protest. A Proposers's failure to timely complete both the Proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure

to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFSOQ, will be two-years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFSOQ, may be extended for an additional one-year term at agreed prices with all other terms and conditions remaining the same.

L. PRICING

1. Proposer must prepare, in a separate sealed envelope, a rate sheet listing the hourly rate for all classifications listed in the attached Table of Key Personnel. This will not be uploaded in EZSourcing Supplier Portal. Please see instructions in Exhibit A – Proposal Response Packet and as follows:

Proposer who are invited to the oral interview/presentation will be asked to bring the rate sheet in the sealed envelope.

If the proposed oral interview/presentation is via “online”, Proposer will email to rate sheet five days before the oral interview/presentation to:

evelyn.benzon@acgov.org

2. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
3. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

M. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFSOQ section titled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposers who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Proposers with the lowest price.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

- **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm); and
- **[Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

For purposes of this Proposal, applicable industries include, but are not limited to, the following NAICS Code(s): 236210, 236220, and 237990.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFSOQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Proposers to correct minor and immaterial errors contained in

their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

5. Any proposal that contain false or misleading information may be disqualified by the County.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Professional Services Agreement terms and conditions will be negotiated with the selected Proposers. Proposers may access a copy of the Professional Services Agreement template is attached as "Appendix C".

The template contains minimal Agreement boilerplate language only.

10. The RFSOQ specifications, terms, conditions and Exhibits, RFSOQ Addenda and Proposers's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFSOQ.

N. METHOD OF ORDERING

1. A written PO and signed Professional Services Agreement contract will be issued upon Board approval.
2. POs and Professional Services Agreements will be transmitted electronically or mailed and shall be the only authorization for the Contractor to start the project and/or perform services.
3. POs and payments for services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Contract amendments shall be agreed upon by Contractor and County and issued as needed in writing by County.

O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of performance of services.

2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the Proposal response.

P. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Proposers's response to this RFSOQ and any contract which may arise pursuant to this RFSOQ.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the General Services Agency-Capital Programs to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

III. INSTRUCTIONS TO PROPOSERS

Q. COUNTY CONTACTS

GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed Proposals until a contract has been awarded. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by Proposers to contact evaluators may result in disqualification of Proposers

Contact Information for this RFSOQ:

Evelyn Benzon, Procurement & Contracts Supervisor
Alameda County, GSA-Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: evelyn.benzon@acgov.org
Phone: (510) 208-9622

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] to view current contracting opportunities.

R. SUBMITTAL OF PROPOSAL

1. All Proposals must be completed and successfully uploaded through Alameda County EZSourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.
2. Proposers **must** submit an electronic copy of their proposal and must be in a single file (PDF with Optical Character Recognition (OCR) preferred). Proposal shall include Exhibit A – Proposal Response Packet, including additional required documentation.
3. No email (electronic) or facsimile proposal will be considered.
4. All costs required for the preparation and submission of a Proposal shall be borne by Proposers.

5. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
6. All other information regarding the proposal responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Proposers to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
7. Each proposal received, with the name of the Proposers, shall be entered on a record, and each record with the successful Proposal indicated thereon shall, after the award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a proposal to a public purchasing body, the Proposers offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposers for sale to the purchasing body pursuant to the Proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposers.
9. Proposers expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. The undersigned Proposers certifies that it is, at the time of Proposal submission of California to do the type of work required under the terms of the Contract Documents. Proposers further certifies that it is regularly engaged in the general class and type of work called for in the Proposal Documents.

11. The undersigned Proposers certifies that it is not, at the time of Proposal submission, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this proposal and that the proposal shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Proposal Documents.

S. RESPONSE FORMAT

1. Proposal responses must be submitted online through Alameda County EZSourcing Supplier Portal.
2. Proposal responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for proposal to be considered complete, Proposers **must** provide responses to all information requested. See Exhibit A – Proposal Response Packet.
4. Proposal responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any Proposal response or part thereof so marked. Proposal responses submitted in response to this RFSOQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: [Alameda County Proprietary and Confidential Information Policies \[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) for more information.




EXHIBIT A

PROPOSAL RESPONSE PACKET

INSTRUCTIONS

- To be considered responsive, each proposal must respond to the following sections in their entirety. All pages of the submission must be numbered excluding attachments. The instructions contained in this RFSOQ must be strictly followed. Accuracy and completeness are essential. Submissions must NOT exceed 30 pages excluding proposal content as noted.
- The proposal content is to be organized as follows including maximum page limits:
 - Cover Page (use format provided)
 - Proposer Information & Acceptance Forms
 - Table of Contents
 - Letter of Transmittal – two (2) pages
 - Table of Key Personnel and Credentials– three (3) pages
 - Description of Proposed Services/Teams – ten (10) pages
 - Implementation Plan and Schedule – two (2) pages
 - Sample Project Monthly Report – two (2) pages
 - References – three (3) pages, note: excludes reference summary page

Attachments

- Resumes (2 page limit)
 - Exceptions and Clarifications
 - SLEB Information Sheet
 - Credentials and Professional Certifications
 - Debarment and Suspension Certification
 - Additional Project Examples (optional)
- As described in the submittal of Proposals section of this RFSOQ, Proposers must submit Proposal in PDF (with OCR preferred). The proposal must have all appropriate pages signed ().
 - Each page of the Proposal Response Packet must be submitted through the [EZSourcing Supplier Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Proposal Response Packet not applicable to the Proposer must be submitted with such pages or items clearly marked “N/A” or the Proposal may be disqualified as incomplete.



- **Proposers shall not modify the Proposal Response Packet or any other County-provided document unless instructed to do so. Modifications Proposers are instructed to make include:**
 - **On the cover page of the Proposal Response Packet, Proposers must replace the information in **BLUE** font (name of Proposer organization, primary contact name, etc.).**
- **Proposers that do not comply with the requirements, and/or submit incomplete Proposal packages, are subject to disqualification and their Proposals being rejected.**
- **If a Proposer is making any clarifications, or taking exception to policies or specifications of this RFSOQ, these must be submitted in the *Exceptions and Clarifications* form of the Proposal Response Packet in order for the Proposal response to be considered complete.**

Date of Submission

Name of the Organization

Primary Contact Name

Primary Contact Title

Address 1

Address 2

City, State Zip Code

Phone Number

Email Address

PROPOSAL RESPONSE PACKET

RFSOQ No. 902017

**Project Management/Construction
Management Services**

**For Dublin Transit Center Parking Garage
Project**

PROPOSERS INFORMATION

Official Name of Proposers: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Partnership

Limited Liability Partnership

Limited Liability Corporation

Non-Profit / Church

Sole Proprietor

Other: _____

Jurisdiction of Organizational Structure: _____

Date of Organizational Structure: _____

Federal Tax Identification Number: _____

Alameda County Supplier Identification Number (if applicable): _____

DIR Contractor Registration Number (if applicable): _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

PROPOSERS ACCEPTANCE

1. The undersigned declares and agrees that the Proposal Documents, including, without limitation, the RFSOQ, Q&A, Addenda, Appendices and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of RFSOQ No. 902017 – Project Mangerment/Contruaction Management Services for Dublin Transit Center Parking Garage Project.
3. The undersigned has reviewed the Proposal Documents and fully understands the requirements in this Proposal including, but not limited to, general County requirements, and that each Proposers who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Proposers to enter into a contract with County in accordance with the intent of the Proposal Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
 - **[Debarment & Suspension Policy](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
 - **[Iran Contracting Act \(ICA\) of 2010](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - **[General Environmental Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **[Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **[General Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

5. The undersigned acknowledges that Proposers is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFSOQ.
6. It is the responsibility of each Proposers to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Proposal, the Proposers certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. In addition to the County’s requirements, this project is subject to the terms and conditions imposed by Caltrans “Local Assistance Procedures Manual – Section 10.2: State Only Funded A&E Contracts”, and Grant Funding Contract Requirements attached for reference as “Appendix A” and “Appendix D”. The undersigned agrees to all the terms, conditions, certifications, and requirements outlined in “Appendix A and D”.
9. The undersigned acknowledges **ONE** of the following (please check only one box):
 - Proposers is not local to Alameda County and is ineligible for any Proposal preference; **OR**
 - Proposers is a certified SLEB at the time of Proposal submittal and is requesting 10% Proposal preference; (Proposers must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#)); **OR**
 - Proposers is LOCAL to Alameda County and is requesting 5% Proposal preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

TABLE OF CONTENTS

Instructions: Proposers shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

LETTER OF TRANSMITTAL

Instructions: Proposers shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Proposers’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

Maximum Length: 2 pages

HOURLY RATE SHEET

Instructions: Proposer must prepare, in a separate sealed envelope, a rate sheet listing the hourly rate for all classifications listed in the attached Table of Key Personnel. This will not be uploaded in EZSourcing Supplier Portal.

Proposer who are invited to the oral interview/presentation will be asked to bring the rate sheet in the sealed envelope.

If the proposed oral interview/presentation is via “online”, Proposer will email to rate sheet five days before the oral interview/presentation to: evelyn.benzon@acgov.org

Maximum Length: There is no limit.

DESCRIPTION OF PROPOSED SERVICES/TEAMS

Instructions: This page must be included as part of the RFSOQ Response Packet. Following this page, Proposer shall provide a **Description of Proposed Services/Teams**.

The *Description of Proposed Services/Teams* shall describe the overall services. The Proposer must address how they will meet or exceed each requirement listed within this RFSOQ.

At minimum, the Proposer must:

1. Describe the roles and organization of your Proposers and team(s) for the project(s). Indicate the composition and number of project staff, facilities available and experience of your /team as it relates to the project(s).
2. Describe your project and management approach. Provide a detailed description of how the team, including all sub-consultants, will be managed, and the Scope of Services provided by the Proposer to respond to the phases described above. Describe your approach to compliance with the County's SLEB/Outreach Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County Proposers.
3. Describe how your proposed team(s) will work with the General Services Agency (GSA) staff and its County client agencies. Identify what information and time will be required from them for the project(s). Indicate where the Project Manager(s) for each team will be physically located.
4. Include a detailed Scope of Services statement describing all services to be provided.
5. Describe Project Deliverables for each phase of your work.

Maximum Length: 10 pages

TABLE OF KEY PERSONNEL

Instructions: This page must be included as part of the RFSOQ Response Packet. Following this page, Proposer shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFSOQ.

This table must include all key personnel who will provide services to the County including collaborating partners. The table must include the following information for each key person:

1. The person's relationship with Proposer, including job title and years of employment with Proposer;
2. Proposers are to provide in the Credentials Attachment proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFSOQ.
3. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address; and
4. The role that the person will play in connection with the RFSOQ.

Key members, especially the Project Manager, shall have significant and demonstrated experience and should be committed to stay with the project for the duration of the project.

If a Proposer collaborates with any other partners or sub-consultants, Proposer shall identify sub-consultants, sub-consultant qualifications, and how they plan to work together. Proposer(s) shall identify any existing agreements or MOUs between the Proposer(s) and proposed collaborator(s).

In addition to the table, Proposers must submit a complete résumé for each key personnel listed in the table that includes educational background, relevant experience on similar projects, certifications, and merits.

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

REFERENCES

Instructions: On the following pages are the templates that Proposers must use to provide references. Proposers are to provide a list of **three** references for public projects. Reference sheets must include the full contact details for each individual, the dates of service, services provided, and the project type and project value.

For each reference, proposer shall include a project summary. The summary shall be no more than **one (1) page**. References must be satisfactory as deemed solely by County. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Proposers must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Proposers submission.

Proposers are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

REFERENCES

RFSOQ No. 902017 – Project Management/Construction Management Services For Dublin Transit Center Parking Garage Project

Proposers Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

EXCEPTIONS AND CLARIFICATIONS

Instructions: On the following page is the **Exceptions and Clarifications** form. Proposers must use this form to identify any and all exceptions and/or clarifications to the RFSOQ and associated Proposal Documents.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.

SLEB INFORMATION SHEET

Instructions: On the following page is the *SLEB Information Sheet*. Every Proposers must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Proposer is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Proposer will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
- For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

**SMALL LOCAL EMERGING BUSINESS (SLEB)
INFORMATION SHEET**

**RFSOQ No. 902017 – Project Management/Construction Management Services
For Dublin Transit Center Parking Garage Project**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFSOQ, all Proposers must complete this form.

Proposers that are not certified SLEBS (for definition of a SLEB see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated Proposal amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Proposers will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.


Proposers are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually Proposal as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; \[http://www.elationsys.com/elationsys/\]](http://www.elationsys.com/elationsys/).

<input type="checkbox"/> PROPOSERS IS A CERTIFIED SLEB (sign at bottom of page)
SLEB PROPOSERS Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

OR

<input type="checkbox"/> PROPOSERS IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____
SLEB Subcontractor Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature:  _____ Date: _____

Upon award, Proposers (the prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Proposers Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Proposers Signature:  _____ Date: _____

CREDENTIALS/PROFESSIONAL CERTIFICATIONSS

Instructions: This page must be included as part of the Proposal Response Packet. Following this page, Proposers are to provide proof of any permits, licenses, and/or professional credentials necessary to perform services as specified in this RFSOQ.

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet, the Proposers agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFSOQ.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFSOQ:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

APPENDIX A
GRANT FUNDING CONTRACT REQUIREMENTS

PLEASE SEE "PDF" FILE.

**APPENDIX B
PROJECT SCHEDULE**

PLEASE SEE "PDF" FILE.

APPENDIX C
PROFESSIONAL SERVICES AGREEMENT

PLEASE SEE “PDF” FILE.

APPENDIX D

STATE ONLY FUNDED A&E CONTRACTS OF THE LOCAL ASSISTANCE PROCEDURES MANUAL

PLEASE SEE “PDF” FILE.

APPENDIX E

DUBLIN TRANSIT CENTER PARKING GARAGE PROJECT REQUEST FOR DESIGN BUILD PROPOSAL

Project Manual and the Bridging Documents. These documents were provided to the four prequalified -Design Build Entities in six parts, lettered A through F as follows:

Part A - Project Manual (Divisions 00 and 01)

Part B - Bridging Documents (Basis of Design Narrative)

Part C - Bridging Documents (Technical Specifications: Volumes 1 -49)

Part D - Site Work Construction Documents (On-site and Off-site Civil and Site Utility Drawings)

Part E - Bridging Documents (Parking Structure Schematic Drawings)

Part F - Reference Documents

(These files are large size and “click” [here](#) is where all the files resides)