
City of Alameda California



Interim Inspection, Testing, Preliminary Analyses and Reporting Services for Rehabilitation of Piers 1, 2 and 3 (Pier Study)

**Pier 1 – 1599 Ferry Pt, Pier 2 – 1499 Ferry Pt, Pier 3 – 1399 Ferry Pt
Alameda, CA 94501**

Important Dates

RFP Issue Date.....	Thursday, April 21, 2016
Non-Mandatory Site Visit & Walkthrough.....	Wednesday, May 4, 2016, 11:00 am or Thursday, May 5, 2016, 11:00 am
Requests for Information (RFI) Deadline.....	Wednesday, May 18, 2016, 5:00 pm
Proposal Submission Deadline.....	Monday, May 23, 2016, 4:00 pm
Panel Interviews*	Week of May 30, 2016
Negotiations with Highest Scorer*	Week of June 6, 2016
Announcement of Selected Proposer*	Monday, June 13, 2016
City Council Meeting to Award Contract*	Tuesday, July 19, 2016
Assignment Start Date*	Wednesday, July 20, 2016
Assignment Completion Date*	TBD

* - These dates are tentative and are subject to change.

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I. PLEASE READ THIS RFP CAREFULLY

1. It is necessary for Proposers to read carefully the information contained in this Request for Proposal (“RFP”) to understand how to submit the Proposal, what documents must accompany the Proposal and what legal obligations the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP, attend the Site Walkthrough (if mandatory) and participate in an interview, if invited.

2. The term “**Proposer**” means individuals, teams, firms, consultant(s), subconsultants or any combination thereof, who timely submit a Proposal for consideration in response to this RFP. The term “**Proposal**” means all documents, maps, photographs and any other written materials plus any information communicated orally during the interview or during the negotiation process from the Proposer to the City / PMRG in support of the Proposer’s candidacy for selection.

II. CITY OF ALAMEDA

Alameda is a municipal corporation in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland, California. Alameda became a charter city and adopted a City Council – City Manager form of government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2014, the City has a total population of approximately 75,500.

III. PM REALTY GROUP

PM Realty Group, L.P. (PMRG), a Delaware Limited Partnership, is under contract with the City of Alameda to provide property management, construction management, leasing and licensing services for multiple properties throughout the City of Alameda, including Alameda Point, Tidelands Trust Properties, Cell Tower Properties and other City-owned Properties. Established in 1954, PMRG is a national full service commercial real estate company.

IV. SCOPE OF SERVICES

The City is seeking is seeking individuals, teams, firms, or a combination thereof, to work under the direction of PMRG, in conjunction with the City’s Base Reuse Department staff, to provide the Scope of Services attached as Exhibit A.

V. NON-MANDATORY SITE VISIT AND WALKTHROUGH

There will be two non-mandatory (but strongly recommended) site visits and walkthroughs for all prospective Proposers at the date and time listed on the first page of this RFP (as amended by written addendum, if any). Meet in front of Pier 2 at 1499 Ferry Pt. at 11:00 a.m. Please contact Ms. Rubio at (510) 749-0304 if you need directions or additional information.

VI. PRE-SUBMITTAL QUESTIONS / REQUEST FOR INFORMATION

1. All questions and request for information regarding the RFP and proposal submittals should be directed to:

PM Realty Group
950 West Mall Square, Room 239
Alameda, CA 94501
Attn: Ms. Ruby Rubio, **Project Manager**
Phone: (510) 749-0304; Email: RRubio@pmrg.com

2. RFIs and Pre-proposal questions will be accepted from the RFP Issue Date until the Request for Information (RFI) Deadline listed on the first page of this RFP (as amended by written addendum, if any).

3. Proposers must identify and submit an RFI for clarification of any ambiguities or inconsistencies contained in this RFP or its exhibits prior to the RFI Deadline. Proposers will be barred from protesting such ambiguities and/or inconsistencies if they failed to timely submit an RFI. However a Proposer shall not be required to submit an RFI regarding any ambiguities or inconsistencies that has already been the subject of a timely submitted RFI from another potential Proposer.

4. PMRG and the City shall not be bound by oral explanations or instructions given at any time during the RFP process or after contract award. Oral explanations given during the Site Visit and Walkthrough, if any, the Proposal review process and after contract award become binding only when confirmed in writing by an authorized City official. Written responses to substantive question(s) asked by one Proposer will be provided to all registered Proposers.

VII. DATA TO BE PROVIDED BY CITY

The City will provide a copy of the following documents regarding the Project:

- None

VIII. PROPOSER QUALIFICATIONS

1. Proposers must meet the following minimum qualifications in order to be considered responsive to this RFP:

- (i) As of the Submission Deadline, Proposer shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP. Prior experience working with municipalities or other public entities preferred.
- (ii) As of the Submission Deadline, the Proposer (and each corporate team member, if any) shall be registered with the California Secretary of State and be in Good Standing.

2. Any Proposer who does not meet these minimal requirements shall not be eligible: (i) to submit a Proposal; (ii) to be considered for selection; or (iii) to be awarded a contract with PMRG or the City.

IX. PROPOSAL CONTENT, FORMAT & INSTRUCTIONS

All Proposals must follow the format guidelines and content requirements listed in Sections IX. Nonconforming Proposals may be rejected as nonresponsive.

A. Letter of Interest (15 points)

Please include in the Proposal a letter introducing the Proposer and expressing the Proposer's interest in being considered for the Project. The letter of interest should also include all of the following:

1. Provide the name of entity submitting the Proposal, its mailing address, telephone, facsimile number. Please describe the organization.
2. Indicate that the Proposer has the availability and time to dedicate the personnel and resources necessary to complete the requested Scope of Services in accordance with the schedule contained in this RFP (or if no schedule is contained in this RFP, then in accordance with the schedule in its Proposal).
3. Indicate that the Proposer has as of the Submission Deadline, the minimum qualifications listed in Section VIII above.
4. Indicate the intention of the Proposer to adhere to provisions described in the RFP.
5. The selected Proposer will be expected to sign a service provider agreement with either PMRG or the City. The standard service provider agreement and associated insurance requirements are attached as **Exhibit C**. Please identify any comments or exceptions to the standard service provider agreement and/or insurance requirements.
6. Please identify the contact person responsible for the Proposal, specifying the name, title and contact information.
7. Please note that the person signing the Proposal must be a legal representative of the firm authorized to bind the Proposer to an agreement in the event of an award.
8. If the Proposer is comprised of a team, then in addition to all of the above, please provide the following information:
 - (i) Other Team Members: Please introduce the other members of the Proposer team. Please list their individual addresses, telephone numbers, facsimile numbers and the primary point of contact for each.

Please briefly describe each team member and their areas of expertise.

- (ii) Minimum Qualifications: Please state that as of the Submission Deadline, each team member has the minimum qualifications listed in Section VIII.

B. Project Plan and Schedule (15 points)

The Proposal must describe the Proposer's understanding of the Project and how the Proposer intends to meet the stated needs of the City / PMRG. The Proposal must include a Project Plan that identifies the key personnel to be assigned to each task. The Project Plan should clearly identify the project manager or day-to-day contact person for the Project. Contract terms will not permit substitution of key lead personnel without prior approval by the City. The Project Plan should also outline the required tasks, estimated hours, responsibilities, major deliverables, and a detailed schedule.

C. Relevant Experience of Key Personnel and the Firm (30 points)

1. Key Personnel Experience - The Proposal must identify the key personnel that are to be assigned to this Project if awarded. Please provide a description of qualifications of the key personnel to be employed with a summary of their experience in providing services for projects of the size and scope similar to this Project and a resume for each key personnel. The Proposal must include specific examples completed or pending projects and describe in detail the role of the identified key personnel in the project.

2. Firm Experience - The Proposal must describe the firm's experience in providing services for projects of the size and scope similar to this Project. The Proposal should include specific examples completed or pending projects and describe in detail the Proposer's role in the project. If the Proposer has more than one office, the Proposal must specifically identify which office will be working on this Project and describe what role that office played in the examples provided above.

3. General Firm Information - General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided. The Proposer may include a reasonable amount of additional material such as brochures, photos, promotional material and supplemental graphics, applicable to the content of the Proposal. Please note that general firm information is not a substitute for the specific information requested in Sections IX.B. 1 and 2 above.

4. If the Proposer is comprised of a team, then the relevant experience of each team member and the role that each team member is to play in providing the requested services should be described in detail.

D. Project Budget and Billing (20 points)

1. The Proposal shall include the total cost of the Proposer's service (project costs) including a detailed budget and fee structure. The billing frequency shall not be greater than once per month.

2. Time and Material Billing – If the Proposer is offering to bill on a time and materials basis, the Proposal must including the billing rate for all staff anticipated to be involved in providing the requested services. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed reimbursable expenses (including any markups) should also be listed. The total projected contract amount must be clearly stated.

3. Flat Fee Billing - If the Proposer is offering a flat fee for services then the Proposal must identify the flat fee amount and the services covered by the flat fee. The Proposal must also describe in detail the billing rate or process should the City / PMRG request additional services or modify the Scope of Services to remove certain tasks. Any proposed reimbursable expenses (including any markups) not included in the flat fee amount must also be listed.

4. Fee structures other than time and material billing or flat fee billing are acceptable so long as they clearly detail how the fee is calculated and the total projected contract amount.

E. Client References (Pass / Fail)

Proposer must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in **Exhibit B**. The Proposer's submission of a completed **Exhibit B** constitutes the Proposer's express consent for the City and/or PMRG to contact the listed references to inquire regarding the qualifications of the Proposer.

F. Alameda Local Business Preference (5 bonus points)

Alameda Municipal Code (AMC) Section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.1 *et seq.*

AMC 2-62.1 defines a local business as "a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box".

If a Proposer meets these qualifications and wishes to apply for the preference then the Proposer should include in their Proposal: (i) a written request for the local preference; (ii) a copy of their Alameda business license showing their Alameda business address; (iii) a statement of how long they have been an Alameda local business.

If awarded, the 5% will be added to the score after the oral interview. If the Proposer is comprised of a team and not all team members are local businesses, then the 5% will be prorated based upon the percentage of the contract amount to be earned by the local business.

G. Panel Interview (20 points)

As discussed in more detail in Section XI below, the top three (3) Proposers will be invited to participate in an oral interview before a selection panel. The oral interview will be worth a maximum of 20 points. The scoring is not focus so much on the style of presentation but on the additional information presented regarding the other selection criteria i.e. Project Plan and Schedule, Relevant Experience of Key Personnel and the Firm, Project Budget and Billing, and exceptions to the Standard Form Service Provider Agreement.

X. PROPOSAL SUBMISSION

Proposers shall submit four (4) complete, bound, double-sided, copies of their Proposal, plus one (1) unbound copy (**for a total of five (5) copies**) on paper containing a minimum of 20% post-consumer recycled content. All submitted material becomes the property of the City of Alameda. Proposals must be in a sealed envelope and shall be submitted in person, by hand delivery or by U.S. Mail to:

**PM Realty Group, 950 West Mall Square, Room 239, Alameda, CA 94501
Attn: Ruby Rubio
RE: Alameda Point Pier Study Proposal**

Proposals must be received by PMRG by the Proposal Submission Deadline listed on the first page of this RFP (as amended by written addendum, if any).

Hand delivery of Proposals before the deadline is highly recommended.

A. Proposals Must Be Valid For Ninety (90) Days

The Proposer agrees to be bound by its Proposal for a period of ninety (90) days commencing on May 23, 2016, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

B. Late Proposals

Late proposals will not be considered and will be returned to the Proposer unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

C. Early Proposals

Any Proposal received prior to the Submittal Date may be modified or withdrawn by written request from the Proposer to PMRG up to the Proposal Submittal Deadline.

XI. SELECTION PROCESS

A. Selection Process

1. The recommendation for selection will be made by a selection panel comprised of PMRG staff, Bay Ship & Yacht staff, City staff and persons not employed by either PMRG or the City but who have relevant knowledge and experience. Community stakeholders may or may not be included on the panel as voting members. No one directly associated with a Proposer will be allowed on the selection panel.

2. The selection process is divided into three (3) phases with the following maximum available points: evaluation of the written Proposal (80 points); evaluation of the oral interview (20 points); and reference checks (pass/fail). Please note that pursuant to Alameda Municipal Code (AMC) Section 2-62.4 a local preference of five percent (5%) may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.4. If awarded, the 5% will be added to the score after the oral interview.

3. The selection panel will review and evaluate all timely submitted written Proposals. Each selection panelist will score each written Proposal based upon the selection criteria listed in this RFP and provide the Project Manager with their score sheets.

4. The Project Manager will total the number of points received for each Proposal. The three (3) Proposers whose Proposals received the most number of points will be invited to participate in oral interviews.

5. The Project Manager will return the score sheets to the selection panel members so that their initial score will be available to them during the oral interviews and so they can complete the second half of their score sheet.

6. At the oral interview, the selection panel will expect each Proposer to present its team members, key staff and their qualifications. The project manager or day-to-day contact person for the Project must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection panel.

7. The City / PMRG reserves the right to request additional clarifying information and written materials during or after the interview in order to aid in the evaluation process. In addition, the selection panel members may discuss the strengths or weaknesses of the Proposers or their Proposal immediately after the interviews.

8. Each selection panelist will score each interview based upon the information provided and the selection criteria listed in this RFP. If additional information was requested pursuant to Section XI.A.7. above, then the selection panel will delay scoring the interview until such additional information is received and reviewed. If a Proposer fails to provide the additional information by the date and time requested, the selection panel will score the interview without reviewing the additional information.

9. Once each selection panel member has scored the interview, he/she will give their completed score sheets to the Project Manager. The Project Manager will total all of the points received by each Proposer for both the written Proposal and the interview. The Project Manager may or may not average the score so long as the process of averaging is used consistently in evaluating each Proposer.

10. The Proposer with the highest score will be the selected Proposer may be invited to negotiate a final agreement. The Project Manager will also conduct reference checks on the selected Proposer. If an agreement is not reached or if the selected Proposer fails the reference check, negotiations may be terminated and commenced with the next highest scoring Proposer.

11. The recommendation of the selection panel will be submitted to the City Council, City Manager or Director of PMRG as appropriate for award of contract.

B. Selection Criteria

The final selection will be based upon the following criteria:

- Proposer's Letter of Interest including any exceptions to the form service provider agreement and insurance requirements (15 points)
- Project Plan and Schedule (15 points)
- Relevant Experience of Key Personnel and the Firm (30 points)
- Project Costs Including Budget and Billing (20 points)
- Client References (Pass / Fail)
- Alameda Local Business Preference (5 bonus points)
- Panel Interview (20 points)

XII. BID PROTEST PROCEDURE

A Proposer who timely submitted a Proposal may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Any Proposer who has timely submitted a Proposal may protest the recommended award by filing a protest which complies with this RFP Section **within (5) business days after the Announcement of the Selected Proposer Date listed on the first page of this RFP (as amended by written addendum, if any)**. Postmarking by the due date will not substitute for actual timely receipt.

2. The protest must be based on one or more of the following grounds:
- (i) the selected Proposer does not meet the minimum qualifications stated in the RFP or its exhibits;

- (ii) the selected Proposal is nonresponsive in that it fails to offer all of the services requested in the RFP that have not either been modified or waived by the City / PMRG;
- (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the selected Proposer an unfair competitive advantage; or
- (iv) the selection process was unfair in that the City / PMRG failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer and the selection process was not modified or waived pursuant to the RFP.

3. The City / PMRG take a number of factors into account when making its selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid protest:

- (i) The protester feels they have more experience than the selected Proposer;
- (ii) The protester feels they are better qualified than the selected Proposer; or
- (iii) The protester offered a lower price for the same services.

4. The protest shall contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall make specific reference to the applicable sections of the RFP, its exhibits and /or sections of the selected Proposal.

5. The protest shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the selected Proposer.

6. The selected Proposer shall respond in writing to the allegations contained in the protest within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the protester.

7. The City Attorney will review the protest, the response and promptly initiate an investigation. The protester and all Proposers shall cooperate with any inquiries from City Attorney's Office.

8. At the conclusion of the investigation, the City Attorney shall issue a letter to the protester with a copy to the selected Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not PMRG and City staff followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend that

PMRG stop negotiations with the selected Proposer and start negotiations with the next highest scoring Proposer; reject all Proposals and restart the RFP process or such other remedy as may be in the City's best interest.

9. It is not the role of the City Attorney to second guess PMRG as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of PMRG so long as the RFP process has been substantially followed.

10. If the contract requires City Council approval, then a protester who is dissatisfied by the finding of the City Attorney shall have an opportunity to appear and be heard by the City Council at the public hearing to award the contract. The City Council's decision to award or not award the contract is final.

XIII. ADDITIONAL TERMS AND CONDITIONS

A. Nondiscrimination

The City / PMRG will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

B. City's Right to Modify RFP

The City / PMRG reserves the right at its sole discretion to modify this RFP (including but not limited to the scope of services and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a Proposer to read the latest addendums shall have no effect on the validity of such modification.

C. City's Right to Cancel RFP

The City / PMRG reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City / PMRG deem that it is in the City's best interests to do so.

D. City's Right to Reject All Proposals

The City / PMRG reserves the right, in its sole discretion, to reject all Proposal and not to award the contract should the City deem that it is in its best interests to do so. In addition, the City Council (if the contract requires City Council approval) may, in its reasonable discretion, disregard PMRG's and City staff's recommendation and select a different Proposer than the one recommend by PMRG and/or City staff.

E. City's Right to Extend RFP Deadlines

The City / PMRG reserves the right to extend any of the deadlines listed on the first page of this RFP by written addendum should the City deem that it is in its best interests to do so.

F. City Right to Negotiate With Selected Proposer

The City / PMRG reserves the right to negotiate with the selected Proposer regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their Proposal and to require the selected Proposer to submit such technical, price, or other revisions of their Proposals as may result from negotiations.

H. Standard Form Service Provider Agreement & Insurance

The selected Proposer will be expected to sign a service provider agreement with either PMRG or the City. The standard service provider agreement and associated insurance requirements are attached as **Exhibit C**.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that Proposers have reviewed the service provider agreement (**Exhibit C**) and will take exception only to those items identified in their Letter of Interest.

Neither review of the Proposal by PMRG or the City nor an invitation for an interview, constitutes an acceptance by the City of the Proposer's recommended changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time of the interview and/or during the Final Selection & Negotiations period.

G. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

H. Liability for Proposal Errors

Proposers are liable for all errors and omissions contained in their Proposals.

I. Permits and Licenses

Proposer and all of Proposer's sub-consultants, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services contained in their Proposal.

{End of RFP – Exhibits to Follow}