

**COUNTY OF ALAMEDA
REQUEST FOR PROPOSALS**

for

**Objective Development Standards for Single and Multi-Family Residential Development in Unincorporated
Alameda County
("Objective Standards")**

UPDATED INFORMATION IN RESPONSE TO VENDOR QUESTIONS

ADDENDUM – JULY 06, 2021

Contact Person: Rodrigo Orduña, Deputy Planning Director, Alameda County Planning Department

Phone Number: (510) 670-5400

E-mail Address: rodrigo.orduna@acgov.org

RESPONSE DUE

by

~~2:00~~ **5:00 p.m.**

on

July ~~09-23~~, 2021

via email as PDF

rodrigo.orduna@acgov.org

for

**Alameda County Community Development Agency
224 W. Winton Avenue, Rm. 110
Hayward, CA 94544**



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**COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS**

**for
Objective Development Standards for Single and Multi-Family Residential Development in Unincorporated
Alameda County (“Objective Standards”)**

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I. STATEMENT OF WORK

A. INTRODUCTION

The Alameda County Community Development Agency's Planning Department (Planning Department) plans and oversees development, creates policy for land use, and regulates, monitors and enforces the County's Zoning, Subdivision, and other development related ordinances. This Request for Proposals is released to further the County's goal of meeting its Regional Housing Need, to attract well designed housing at all affordability levels, and to expedite approval processes to the extent possible.

B. BACKGROUND

Like all jurisdictions in the State of California, the County of Alameda has developed a series of ordinances and regulations affecting residential development over the span of many decades, reflecting local concerns and desires for aesthetically pleasing development that protects land values and sensitive environmental conditions. This approach has resulted in multiple layers of ordinances, design guidelines, development standards and local area specific plans that promote well sited and well-designed projects. Our most recent (2015) regulatory document, the *Residential Design Standards and Guidelines for the Unincorporated Communities of West Alameda County (Residential Design Standards and Guidelines)* was completed to update previous standards and establish design guidelines for new residential construction.

Taken as whole, the County's regulatory framework contains a combination of development standards and guidelines, some of which meet the definition of "Objective" while others do not. In addition, the County's standards and guidelines are located in multiple documents and the standards often vary from one geographic area to the next, increasing confusion for both developers preparing applications and staff reviewing applications and resulting in unnecessary delays in the approval process.

Removing constraints to new housing development and creating certainty when it comes to the discretionary process is one of the key tenets of this Request for Proposals. As the reader undoubtedly will know, the Housing Accountability Act (HAA) and SB 35 both require streamlined review of residential development applications that are consistent with "Objective Standards," as defined in state law. To comply with HAA and SB 35 streamlining requirements, Alameda County plans to engage a Consultant to review the County's relevant general plan documents (the *Eden Area General Plan*, the *Castro Valley General Plan*, and the *East County Area Plan*), specific plans (including the *Ashland/Cherryland Business District Specific Plan*, the *Castro Valley Central Business District Specific Plan*, the *Madison Avenue Specific Plan*, the *Little Valley Specific Plan*, and the *San Lorenzo Village Center Specific Plan*), the County zoning ordinance (*Title 17 of the County General Ordinance Code*), Accessory Dwelling Unit Interim Guidelines, and the *Residential Design Standards and Guidelines* to determine which existing development standards and guidelines currently meet the state definition of Objective Standards and which do not.

For standards and guidelines that are determined to not meet the definition of Objective Standards, the County will consider revised language that will meet the definition. The selected Consultant will assist staff with General Plan, Specific Plan, *Residential Design Standards and Guidelines*, Accessory Dwelling Unit Interim Guidelines, and Ordinance Amendments necessary to adopt the revised language. This process will involve extensive public outreach including meetings before the Castro Valley Municipal Advisory Council, Eden Area Municipal Advisory Council, Fairview Municipal Advisory Council, and Sunol Citizens' Advisory Council, the Planning Commission, the Board of Supervisors' Transportation and Planning Subcommittee, and the full Board of Supervisors for final adoption.

To assist in the implementation of the Objective Standards, application materials will be revised to reflect the HAA and SB 35 streamlining processes. Guidance documents will be developed to provide clarity and certainty for both developers and staff reviewing development applications. Checklists including the objective standards for each geographic area of the unincorporated County will also be prepared. An explanation of the development application process with links to application materials and guidance documents will be posted on the County

website to inform developers and members of the public about the County's housing regulations with the goal of making the residential development process more transparent.

Impact on accelerating housing production from the expedited review process:

Currently, Site Development Review applications that require discretionary review typically take three to four months to process, and the work products as part of this RFP are expected to shorten this timeframe to two to three months. This time shortening will increase capacity and enable processing of a higher volume of applications. The changes will make the application process easier because the clearer application forms will result in more complete applications and avoid the need for revisions. This will result in a less frustrating, more transparent process.

C. PROPOSAL COMPONENTS

The project area includes the urbanized areas of unincorporated Alameda County, located generally west of the East Bay hills, south of the city of San Leandro, north of the city of Hayward. It consists of the communities of Ashland, Castro Valley (within the Urbanized Area), Cherryland, Fairview and San Lorenzo. The area is approximately 22 square miles of urban and suburban land, with residential uses, built largely between the 1950s to the present, being the predominant land use.

The project area also includes the rural areas of: 1) the Castro Valley Canyonlands outside of the Castro Valley Urban Growth Boundary that voters established in 2000 with the passage of "Measure D" (In November 2000, the Alameda County electorate approved the Save Agriculture and Open Space Lands Initiative, or "Measure D"; effective date, December 22, 2000. The Initiative amended portions of the County General Plan, including the *East County Area Plan (ECAP)*, and the Castro Valley Canyonlands area.); and 2) the unincorporated East County areas (formerly called the Livermore-Amador Valley Planning Unit; excluding the cities of Dublin, Livermore, Pleasanton, and a portion of Hayward), extending from the Pleasanton/Dublin ridgeline on the west to the San Joaquin County line on the east and from the Contra Costa County line on the north to the Santa Clara County line on the south, and including the Sunol and South Livermore Valley Planning Areas.

The County Planning Department is requesting proposals from qualified and experienced land use planning and urban design consultants to develop a unified set of Objective Standards for residential development on private properties for all unincorporated County areas. The successful Consultant will review the current documents, provide the county with draft recommendations for updates to the General Plan, Specific Plan, Zoning Ordinance, Accessory Dwelling Unit Interim Guidelines, and *Residential Design Standards and Guidelines* documents, and make presentations to the public at the "road show" of the various community Municipal Advisory Councils, Planning Commission, and Board of Supervisors. In addition, the consultant will provide county staff with drafts of updated application forms and checklist documents to help county staff and the public identify the changes and expedited review process.

Scope of Work:

For standards and guidelines that are determined to not meet the definition of Objective Standards, the Consultant will consider, draft, and recommend revised language that will meet the definition.

- i. The Consultant will review the current documents, provide the County with draft recommendations for updates to the General Plan, Specific Plan, Zoning Ordinance, Accessory Dwelling Unit Interim Guidelines, and *Residential Design Standards and Guidelines* documents.
- ii. Assist staff with General Plan, Specific Plan, *Residential Design Standards and Guidelines*, Accessory Dwelling Unit Interim Guidelines, and Ordinance amendments necessary to adopt the revised language.
- iii. The Consultant will attend and make presentations at community meetings and public hearings before the Castro Valley Municipal Advisory Council, Eden Area Municipal Advisory Council, Fairview Municipal Advisory Council, and Sunol Citizens' Advisory Council, the Planning Commission, the Board of Supervisors' Transportation and Planning Subcommittee, and the full Board of Supervisors for final adoption.

- iv. Assist in the implementation of the Objective Standards by providing County staff with draft application forms and guidance documents to reflect the HAA and SB 35 streamlining processes. Develop guidance documents to provide clarity and certainty for both developers and staff reviewing development applications. Prepare checklists including the Objective Standards for each geographic area of the unincorporated County. Post on the County website an explanation of the development application process with links to application materials and guidance documents to inform developers and members of the public about the County’s housing regulations with the goal of making the residential development process more transparent.

D. BUDGET & TIMELINE

The budget for the proposed work is \$310,000. The project will need to be implemented as soon as possible to create the Residential Objective Standards to comply with HAA and SB 35 streamlining requirements. The County has obtained a grant from the California Department of Housing and Community Development, per Senate Bill 2 (SB 2 Grant), to implement the Objective Standards. The grant expires on June 30, 2022. Therefore, in order to fulfill the terms of the SB 2 Grant, the County is requesting that the Objective Standards project be **completed and finalized by the Consultant on June 30, 2022**. Consultant shall possess all permits, licenses, professional credentials, and professional insurance necessary to complete the project and perform services as specified under this RFP.

E. PROPOSAL RESPONSES SHALL INCLUDE:

1. Transmittal Letter
2. Description of Project Proposal
3. Description of Principal/Team Providing Services
4. Description of Relevant Experience
5. Evidence consultant complies with Alameda County’s Small, Local, Emerging Business Program (SLEB)
6. References

For a more detailed description of the required elements, please see [Exhibit A](#), Proposal Response Packet.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Request Issued	June 18, 2021
Networking Conference #1	June 24, 2021 at 10:00 AM Join Zoom Meeting https://us02web.zoom.us/j/82639468179 Meeting ID: 826 3946 8179 By phone ONLY: 1 (669) 900 9128 US 1 (346) 248 7799 US
Networking Conference #2	June 25, Ve2021 at 10:00 AM Join Zoom Meeting https://us02web.zoom.us/j/82639468179 Meeting ID: 826 3946 8179 By phone ONLY: 1 (669) 900 9128 US 1 (346) 248 7799 US
Questions Due	July 02, 2021 by 5 PM
Answers to Questions Posted:	July 06, 2021 by 5 PM
Vendor Response Due	July 09 <u>23</u> , 2021 by 5 PM

Evaluation Period	July 12—July 14, 2021 <u>July 26 – August 06, 2021</u>
Vendor Interviews	July 19—July 23, 2021 <u>August 09 – August 20, 2021</u>
Board Letter Recommending Award Issued	TBD <u>August 31, 2021</u>
Board Consideration Award Date	TBD <u>September 14, 2021</u>
Contract Start Date	July 26, 2021 <u>September 15, 2021</u>

Note: Award and start dates are approximate.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

A. NETWORKING CONFERENCES

1. The networking conference held on June 24, 2021 and June 25, 2021 will be online via zoom ONLY. Interviews will NOT be in person due to COVID compliance.
2. Networking conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for consultants to ask specific questions about the project and request RFP clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.

All proposals that pass the initial pass/fail Evaluation Criteria, (Completeness of Response, Financial Stability, and Debarment and Suspension), 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 both land use planning and urban design professional fields. The CSC will score and recommend a Consultant in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

The County intends to award a contract to the consultant whose response conforms to the RFP and whose proposal presents the greatest value to the County. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. 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 helpful in clarifying the services being proposed.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of consultants' proposals. Proposals will be evaluated according to each Evaluation Criterion, 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 105 points, including the possible 5 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

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

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will 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 RFP.
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 RFP 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 RFP 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 RFP specification.

B. EVALUATION CRITERIA

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the content required in this RFP and subsequent Addenda, and do not address each of the items listed below will be considered incomplete, and be rated a Fail in the Evaluation Criteria and receive no further consideration.</p> <p>Responses that are rated a Fail may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p>Debarment and Suspension: Consultants, its principal and named Subconsultants are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
B.	<p>Cost: Proposal is determined to be within average cost range for the scope of work.</p>	15 points
C.	<p>Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects?</p>	25 Points

	2. How extensive is the applicable education and experience of the personnel designated to work on the project?	
D.	References (See Exhibit A – Proposal Response Packet)	10 Points
E.	Interview: The scoring may be revised based on the interview.	15 Points
F.	Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below: 1. Has consultant demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the consultant identified pertinent issues and potential problems related to the project? 3. Has the consultant demonstrated that it understands the deliverables the County expects it to provide? 4. Does the proposal include a complete outline of the proposed time schedule?	20 Points
G.	Methodology: Proposals will be evaluated against the RFP specifications and the questions below: 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Is the methodology reasonable within the proposed time frame?	15 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Small and Local or Emerging and Local Preference: Points equaling five percent of consultant’s total score, for the above Evaluation Criteria, will be added. This will be the consultant’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

C. CONTRACT EVALUATION AND ASSESSMENT

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

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

1. Consultant has complied with all terms of this RFP; 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 Consultant, Consultant’s performance under any awarded contract and/or Consultant’s goods and services as contracted for therein, the Consultant will be notified that the contract is being terminated. Consultant 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 consultant to enter into a contract. The County also reserves the right to re-solicit this project if it is determined to be in its best interest to do so.

D. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any. 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 Bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
 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.

E. PROPOSAL PROTEST/APPEALS PROCESS

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that consultants 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 Consultant 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, Fax: (510) 208-9720, 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 Consultant’s. 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, and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all consultants of the protest as soon as possible.
2. Upon receipt of 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

Consultant's 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 or US Postal Service mail, and will inform the consultants 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 Consultants affected by the decision. As used in this paragraph, a Consultant is affected by the decision on a Proposal protest if a decision on the protest could have resulted in the Consultant not being the apparent successful Consultant 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 Consultant whose Proposal is the subject of the protest, all Consultants 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 Consultant's. 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 Consultant 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 Consultant whose Proposal is the subject of the Proposal protest, and all Consultants 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 Supervisor or GSA.

5. The procedures and time limits set forth in this paragraph are mandatory and are each Consultant's sole and exclusive remedy in the event of Proposal Protest. A Consultant'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.

F. TERM / TERMINATION / RENEWAL

1. The County will award a **contract to expire on June 30, 2022**, but will consider a shorter time-frame program if proposed.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Consultant without cause at any time upon giving to the Consultant prior written notice. In the event that the County should abandon, terminate or suspend the Consultant's work, the Consultant shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Consultant. In the event of termination with cause, the County reserves the right to seek any and all damages from the Consultant. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked consultant to enter into a contract or re-solicit the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Consultant at least 30 days written notice that such function will not be funded for the next fiscal period.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

G. AWARD

1. Proposals will be evaluated by the County Selection Committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The County Selection Committee will recommend award to the consultant who, in its opinion, has 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 consultant 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, **Consultants 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:

<http://acgov.org/auditor/sleb/overview.htm>

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 RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants 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 reserves the right to award to a single or multiple Consultants.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. Board of Supervisors approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board of Supervisors approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected consultant. Consultant may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>
11. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Consultant's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

H. INVOICING

1. Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or 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 Consultant of any adjustments required to invoice.
4. Invoices shall contain County contract number, service period, invoice number, remit to address and itemized services description.
5. Consultant shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Consultant who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Consultant whose name is specified on the contract.
8. The County will pay Consultant monthly or as agreed upon, not to exceed the total RFP quoted in the proposal response.

I. ACCOUNT MANAGER / SUPPORT STAFF

1. Consultant 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 Consultant's response to this RFP and any contract which may arise pursuant to this RFP.
2. Consultant 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 offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

IV. **INSTRUCTIONS TO CONSULTANTS**

A. COUNTY CONTACTS

All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on Friday, July 02, 2021 to:

Rodrigo Orduña, Assistant Planning Director
Alameda County Planning Department
e-mail: rodrigo.orduna@acgov.org
phone: (510) 670-6503

B. SUBMITTAL OF PROPOSALS

Please submit proposals as PDF versions only via email on the date proposals are due on Friday, July 09, 2021, at 5:00 PM to rodrigo.orduna@acgov.org.

1. 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 recommended 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 contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the consultant's to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
2. Each proposal received, with the name of the consultant's, 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.
3. California Government Code Section 4552: In submitting a proposal to a public purchasing body, the consultant 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 consultant 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 consultant.

4. Consultant 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 Consultant may be subject to criminal prosecution.
5. The undersigned Consultant certifies that it is, at the time of proposal submittal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant’s further certifies that it is regularly engaged in the general class and type of work called for in the Proposal Documents.
6. The undersigned Consultant certifies that it is not, at the time of proposal submittal, 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).
7. 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.

C. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for proposals to be considered complete, Consultant’s **must** provide responses to all information requested. See Exhibit A – Proposal Response Packet.
3. 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 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: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

EXHIBIT A

PROPOSAL RESPONSE PACKET

OBJECTIVE STANDARDS

To: The County of Alameda

From: _____

(Official Name of Consultant)

- **AS DESCRIBED IN THE SUBMITTAL OF PROPOSALS SECTION OF THIS RFP, CONSULTANTS ARE TO SUBMIT ONE ELECTRONIC COPY PROPOSAL (EXHIBIT A – PROPOSAL RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION)**
- **ALL PAGES OF THE PROPOSAL RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE CONSULTANT MUST STILL BE SUBMITTED AS PART OF A COMPLETE PROPOSAL RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING PROPOSAL**
- **CONSULTANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL**
- **IF CONSULTANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE**

CONSULTANT'S INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Proposal Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
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 the Objective Standards project.
3. The undersigned has reviewed the Proposal Documents and fully understands the requirements in this Proposal including, but not limited to, the requirements under the County Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Consultant, not a sub-consultant, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Consultant to enter into a contract with County in accordance with the intent of the Proposal Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Small Local Emerging Business Program**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - **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**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
 - **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)
6. The undersigned acknowledges that Consultant will be 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 RFP and associated Proposal Documents.
7. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Proposal, the Consultant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. 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.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Proposal Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

10. The undersigned acknowledges **ONE** of the following (please check only one box):

- Consultant is not local to Alameda County and is ineligible for any proposal preference; **OR**
- Consultant is a certified SLEB and is requesting 10% proposal preference; (Consultant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- Consultant 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.

Official Name of Consultant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20 _____

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Proposal Response Packet in order for a proposal to be deemed complete. Consultants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. **Letter of Transmittal:** Proposal responses shall include a description of Consultant capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.

- 2. **Exhibit A – Proposal Response Packet:** Every consultant must fill out and submit the complete Exhibit A – Proposal Response Packet.
 - (a) **Consultant Information and Acceptance:**
 - (1) Every Consultant must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.

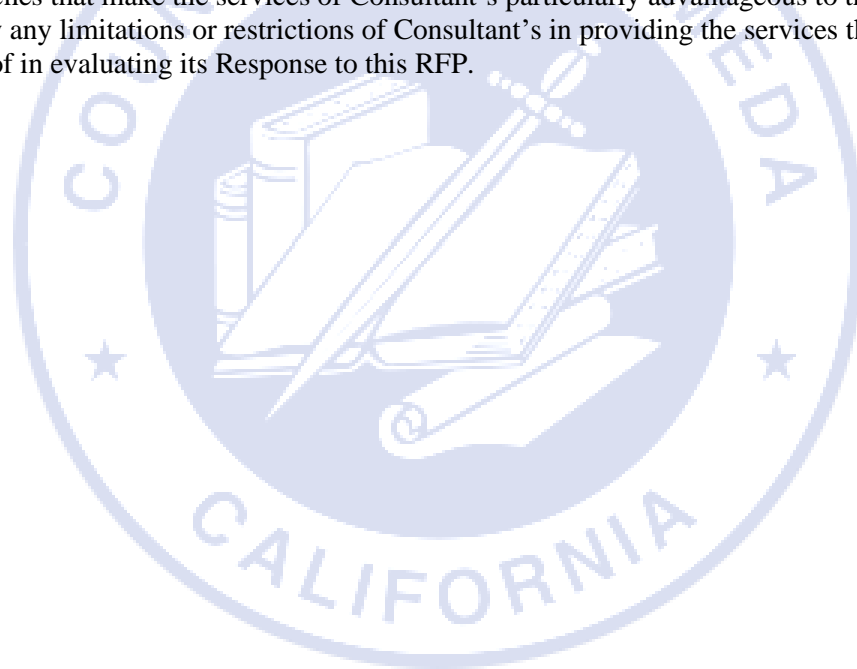
 - (b) **SLEB Partnering Information Sheet:**
 - (1) Every consultant must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the consultant will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB sub-consultant(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB sub-consultant(s) must be certified by the time of proposal submittal.

 - (c) **References:**
 - (1) Consultants must use the templates of this Exhibit A – Proposal Response Packet to provide references.
 - (2) Consultants are to provide a list of 3 current and 3 former clients. 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.
 - Consultants must verify the contact information for all references provided is current and valid.
 - Consultants are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

 - (3) The County may contact some or all of the references provided in order to determine Consultant’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.

 - (d) **Exceptions, Clarifications, Amendments:**
 - (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Proposal Documents, and shall be submitted with your proposal response using the template of this Exhibit A – Proposal Response Packet.
 - (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.**

3. **Key Personnel:** Proposal responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
- (a) The person's relationship with Consultant, including job title and years of employment with Consultant;
 - (b) The role that the person will play in connection with the RFP;
 - (c) Address, telephone, and e-mail address;
 - (d) Person's educational background; and
 - (e) Person's relevant experience, certifications, and/or merits.
5. **Description of the Proposed Services:** Proposal response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Consultants and County personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the proposal response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Consultant's particularly advantageous to the County; and (3) identify any limitations or restrictions of Consultant's in providing the services that the County should be aware of in evaluating its Response to this RFP.



SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

OBJECTIVE STANDARDS

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all consultants must complete this form as required below.

Consultants not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](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 considered for contract award. SLEB sub-consultants must be independently owned and operated from the prime Consultant with no employees of either entity working for the other. This form must be submitted for each business that consultants will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultants 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 the capacity to eventually proposal as a prime on their own.

Once a contract has been awarded, consultants will not be able to substitute named sub-consultants without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

CONSULTANT'S IS A CERTIFIED SLEB (sign at bottom of page)

SLEB CONSULTANT'S Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

CONSULTANT'S IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

SLEB Sub-consultant Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____

SLEB S Sub-consultant Principal Name: _____

SLEB Sub-consultant Principal Signature: _____ Date: _____

Upon award, prime Consultant and all SLEB Sub-consultant that receive contracts as a result of this proposal process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB **Sub-consultant** participation including, but not limited to, **Sub-consultant** contract amounts, payments made, and confirmation of payments received.

Consultant Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Consultant's Signature: _____ Date: _____



REFERENCES

OBJECTIVE STANDARDS

Consultant's 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:	

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

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

OBJECTIVE STANDARDS

Consultant’s Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Proposal Documents, and submit with your proposal response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

*Print additional pages as necessary

EXHIBIT B

EXISTING DOCUMENTS

OBJECTIVE STANDARDS

ALAMEDA COUNTY LIST OF CURRENT DEVELOPMENT REGULATIONS:

[Castro Valley General Plan](#)

[Eden Area General Plan](#)

[East County Area Plan](#)

[Alameda County Zoning Ordinance](#)

[Residential Design Standards and Guidelines](#)

[Ashland and Cherryland Business Districts Specific Plan](#)

[Castro Valley Central Business Districts Specific Plan](#)

[San Lorenzo Village Center Specific Plan](#)

[Madison Avenue Specific Plan](#)

[Fairview Area Specific Plan – current](#)

[Fairview Specific Plan – soon to be adopted](#)

[Little Valley Specific Plan](#)

[Accessory Dwelling Unit Interim Guidelines](#)

[South Livermore Valley Area Plan](#)

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Proposal Packet, the consultant agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

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

***** 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: \$100,000 per accident for bodily injury or disease
D Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
<p>E Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal 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. 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. 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. 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. 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. 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". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. <p>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 rights 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.</p>	

EXHIBIT D

VENDOR BID LIST

OBJECTIVE STANDARDS