



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. CDA2016-001

for

Implementation of the Castro Valley General Plan

For complete information regarding this project, see RFP posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Sonia Urzua, Senior Planner

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RESPONSE DUE

by

5:00 p.m.

on

Response Date

May 3, 2016

**Alameda County Planning Department
224 West Winton Avenue, Suite 111
Hayward, CA 94544**



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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. CDA2016-001

SPECIFICATIONS, TERMS & CONDITIONS

for

Implementation of the Castro Valley General Plan by preparing an update to the Castro Valley Central Business District Specific Plan and the Alameda County Zoning Code and Zoning Map

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	4
A. INTENT	4
B. SCOPE.....	4
C. BACKGROUND	5
D. BIDDER QUALIFICATIONS	6
E. SPECIFIC REQUIREMENTS.....	6
F. DELIVERABLES / REPORTS	12
II. CALENDAR OF EVENTS	14
G. NETWORKING / BIDDERS CONFERENCES.....	14
III. COUNTY PROCEDURES, TERMS, AND CONDITIONS	15
H. EVALUATION CRITERIA / SELECTION COMMITTEE.....	15
I. CONTRACT EVALUATION AND ASSESSMENT	20
J. NOTICE OF RECOMMENDATION TO AWARD	20
K. TERM / TERMINATION / RENEWAL	21
N. PRICING.....	21
O. AWARD	23
Q. WARRANTY	24
R. INVOICING	24
S. LIQUIDATED DAMAGES	25
V. ACCOUNT MANAGER / SUPPORT STAFF	25
IV. INSTRUCTIONS TO BIDDERS	26
W. COUNTY CONTACTS.....	26
X. SUBMITTAL OF BIDS	26
Y. RESPONSE FORMAT	29

ATTACHMENTS

- EXHIBIT A - BID RESPONSE PACKET
- EXHIBIT B - INSURANCE REQUIREMENTS
- EXHIBIT C - VENDOR BID LIST

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe a request for proposals from an experienced and qualified consultant (or consultant team) seeking a dynamic opportunity to assist the County of Alameda in implementing the Castro Valley General Plan and in preparing an update to its Castro Valley Central Business District Specific Plan (Specific Plan). The goal is to improve the Central Business District by focusing and clustering development into sub-areas to reinforce a strong community identity; allow people to easily walk from one business to the other; and attract a greater customer base than any one business can attract on its own. Additionally, the County is interested in a revision of the Alameda County Zoning Code and zoning map based on the goals, policies and actions set forth in the implementation plan of the 2012 Castro Valley General Plan.

The County intends to award a 2.5 year contract (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

B. SCOPE

Under the direction of the Planning Director, consultation with the Castro Valley Municipal Advisory Council, and in close collaboration with County staff, the selected consultant will provide the following services, which include the provision of policy, program, and project options for consideration and recommendations in the following areas:

Phase I will consist of implementing the 2012 CVGP by revising the Alameda County Zoning Code and zoning map. Subsequently, Phase II will involve revising the Castro Valley Central Business District Specific Plan (Specific Plan) to incorporate the changes included in the Castro Valley General Plan's goals, policies and actions. In addition to bringing the Specific Plan and the General Plan into alignment, staff expects that the remainder of the document with contains the policies, programs and guidelines, which address urban design, land use, transportation and infrastructure should be revisited and updated. Creating complimentary land use documents and regulatory tools, while

not a stated goal in the General Plan itself, is one of the desired outcomes of this process.

We anticipate relying on the understanding that the environmental impacts have been previously considered in the Environmental Impact Report (EIR) certified during the adoption process of the CVGP Update <http://www.acgov.org/cda/planning/generalplans/index.htm>. Bidders are encouraged to include an optional bid item in the event additional environmental review is required.

The planning process will include public workshops/meetings, along with public outreach efforts. The selected planning consultant will be expected to participate and make presentations in public workshops/meetings, and should make provisions for such activities in their work plan/scope of services. This includes all meeting materials including graphics, maps, boards for display, and Power Point presentations at the public meetings. The public hearings associated with this project will be before the Castro Valley Municipal Advisory Council, the Alameda Planning Commission, and the Board of Supervisors.

In addition, the planning consultant will develop and maintain a project web page, develop and maintain agendas, attendance lists, presentations, and key comments from all public meetings.

C. BACKGROUND

Castro Valley is an unincorporated area of Alameda County that has developed a strong community identity over its 150 year history. Castro Valley's name suggests its character a populated valley surrounded by picturesque hills. It began as an area of cattle and poultry ranches and has evolved into a residential community of more than 60,000 people. Its main thoroughfare, Castro Valley Boulevard, began as a small road connecting eastern and western Alameda County, which later became a state highway lined with auto-oriented uses, and is now the commercial center of the community.

The Castro Valley community actively participates in the development of land use policies within the area. Appointed by the County District Supervisor, the Castro Valley Municipal Advisory Council (CVMAC) reviews and makes recommendations regarding policy determinations and discretionary permit approvals. We anticipate the CVMAC will be closely involved in the development of the Specific Plan update and the revisions to the Zoning Ordinance. Prospective planning consultants should become familiar with the local issues, land use policy and regulatory setting within the Castro Valley area of unincorporated Alameda County.

The Central Business District covers more than 350 acres and is Castro Valley's downtown. Castro Valley Boulevard is the community's "Main Street." The first Castro Valley Central Business District Specific Plan was established in 1983. The Specific Plan

area was expanded in 1993 with a horizon year of 2012. Recently, the community gave careful consideration of the future of Castro Valley over the course of about eight years, as an update to the General Plan was agreed upon. This process included incorporation of the economic demand analyses undertaken for the Existing Conditions report and the Castro Valley Redevelopment Strategic Plan of 2006. With the adoption of the Castro Valley General Plan (CVGP) Update in 2012, the Castro Valley Central Business District Specific Plan is ready for another update. In order to meet the high priority goal of improving the CBD over the next 20 years the CVGP includes a CBD Land Use and Development Strategy. (See Figure 4-7 of the CVGP).

The current Specific Plan designates 11 Sub-areas within the Plan Areas. Under the CVGP, the CBD improvement strategy identifies the Downtown Core (currently Sub-area 7); the Transit Village (currently Sub-areas 8 and 9); the Theatre and Entertainment Districts (currently portions of Sub-areas 2 and 5); and the Professional-Medical District (currently Sub-area 4). CVGP pages 4-37 and 4-38 discusses these sub-districts in detail. In addition to the establishment of the 11 Sub-areas, the Specific Plan also includes important policies, programs and guidelines, which address urban design, land use, transportation and infrastructure. It is noted that the existing Specific Plan and the updated General Plan are internally inconsistent in some areas.

D. BIDDER QUALIFICATIONS

1. Bidder **and** all key personnel assigned to the project shall be regularly and continuously engaged in the business of providing professional planning services required to implement the CVGP 2.5 years.
2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
3. Familiarity with local and regional issues;
4. Experience with projects of similar size and scope;
5. Resources available for the project (e.g. analysis, mapping, graphics, etc.); capability to reallocate resources as needed to meet project schedule.

E. SPECIFIC REQUIREMENTS

Phase I – Changes to the zoning ordinance text and zoning map. The updated CVGP includes a list of actions which compel modifying the zoning ordinance to reflect various goals and policies. The changes to the zoning ordinance affect land use, community facilities, services, safety, community character and design. Primarily, the actions establish a framework for developing new zoning districts and other closely related regulations to correlate Table 4.2-1A:

Residential Land Use Classifications, Table 4/2-1B: Public and Open Space land Use Classifications; and Table 4.2-1C: Commercial and Central Business District Land Use Classifications. In some cases, this will require new zoning districts unique to Castro Valley, or at least require minor revisions to existing zoning districts. The Actions listed below provide insight as to the scope (4.2.1 – 4.3.7) and context of the zoning changes. Note that some of the actions listed here may be applicable to Phase II.

- Action 4.2-1 Revise the Alameda County Zoning Code. Revise the Alameda County Zoning Code to reflect the land use classifications described in Table 4.2-1.
- Action 4.2-2 Revise the Alameda County Zoning Map. Revise the Alameda County Zoning Map to reflect the Land Use classifications shown in Figure 4-2, Castro Valley General Plan Land Use. • Use Figure 4-4, Substantive Zoning Changes, as the guide for rezoning. • Adopt the General Plan Land Use Map as the interim Zoning Map for Castro Valley until such time as the official Alameda County Zoning Map is amended.
- Action 4.2-3 Development Standards. In order to achieve the desired character and variety of development, amend the County subdivision and zoning ordinances to be consistent with the General Plan land use classifications and adopted design policies.
- Action 4.3-1 Maximum Density. Zoning designations shall establish the maximum density allowed on individual properties. If an applicant is requesting a greater number of units than allowed under existing zoning, the applicant is required to rezone the property to another existing zoning category. A development project is not entitled to the maximum density allowed under zoning if the project cannot comply with the design standards and guidelines.
- Action 4.3-4 Small Lot Residential. Establish new small lot residential zoning districts in areas where the densities range from 8 to 12 units per acre and lot sizes range from 2,500 to 5,000 square feet. This designation is intended to support infill development of duplexes, small lot single-family detached units, and townhouses.
- Action 4.3-5 Low Density Multifamily Residential. Establish new low density multi-family zoning districts in areas intended for high density townhouses, and low density multi-family residential uses such as garden apartments and condominiums.
- Action 4.3-6 Medium Density Multifamily Residential. Consolidate the existing zoning districts RS D-15 and RS D-3 to become a new medium density multifamily residential zoning district that supports apartment and condominium complexes with densities ranging from 23 to 29 units per net acre.
- Action 4.3-7 Mixed Density Residential. Establish new zoning districts for the areas close to the commercial business districts that allows for a mix of housing types from low to medium density, including single family homes, duplexes, townhomes, and two-story apartment buildings.

- Action 4.3-8 Downtown Residential Mixed Use. Establish a new zoning district for high density downtown housing with densities ranging from 30 to 60 units per acre and ground floor retail and other commercial space fronting on busy streets. Allow childcare facilities and senior housing in this district.
- Action 4.3-11 Planned Unit Developments. Revise and expand the zoning regulations for planned unit developments (PUD) to specify: Appropriate applications which meet the general plan land use and density regulations, but propose an alternative site plan or design that departs from basic zoning standards; and inappropriate applications which request to change the land use. Planned Development zoning cannot be used to increase density above that which is allowed under the base zoning district.
- Action 4.4-1 Large Family Daycare Approval Standards. Amend the zoning ordinance to include standards for ministerial approval of large family daycare facilities in residential districts as provided for by State law.
- Action 4.4-2 Family Daycare as Accessory Use. Amend the zoning ordinance to allow ministerial approval of childcare and senior centers in residential districts as an accessory use within an existing community center, religious facility, clubhouse, or similar facility subject to reasonable standards and limitations to minimize parking impacts and other conflicts with surrounding residential uses.
- Action 4.4-3 Religious and Community Assembly Uses. Amend the zoning ordinance to include standards and limitations for religious and other community assembly uses that will facilitate their approval while ensuring that traffic and other impacts do not adversely affect surrounding residents.
- Action 4.4-4 Public Facilities Zoning District. Establish a Public Facilities Zoning District that would apply to existing and proposed public and institutional uses such as Eden Medical Center.
- Action 4.5-5 Home Occupation Regulations. Amend the home occupation regulations in the zoning ordinance to allow limited employment of non-residents and other modifications subject to discretionary staff review to promote home occupations without compromising the residential character of neighborhoods.
- Action 4.5-6 Performance Standards. Amend the zoning code to establish standards for uses that may have potential negative impacts on the environment or neighborhood character, such as auto repair or check-cashing.
- Action 4.5-7 Restaurant Standards. In order to promote the viability of small scale restaurants: • Establish standards in the zoning ordinance for restaurants permitted by right related to: hours of operation, noise, trash storage and removal, and other operational issues that can adversely affect neighboring properties.

- Action 4.6-1 Conditional Uses and Requirements. Update the list of permitted and conditional uses in the neighborhood commercial zoning district, and establish criteria for approval of conditional uses. • Allow community and civic uses, such as day cares, community centers, small government offices, and libraries, by right, subject to specific limitations and standards to ensure compatibility with residential development on the same site and in the surrounding area. • Regulate drive-in businesses, commercial parking lots, and other commercial uses that would be incompatible with the Plan's objectives and policies for neighborhood Commercial Centers.
- Action 4.6-2 Nonconforming Uses. Existing general commercial and auto-reliant uses located in areas that the General Plan proposes for pedestrian-oriented, neighborhood commercial, or mixed-use development shall be considered nonconforming uses. Regulate such uses to ensure that they do not preclude redevelopment for more appropriate commercial uses consistent with the General Plan and do not serve as a deterrent to investment in property improvement and redevelopment.
- Action 4.9-1 Community Commercial District. Amend the zoning ordinance to establish a new community commercial zoning district or modify existing C-1 provisions for Castro Valley. The new regulations should: • Allow retail uses that are now permitted by right in the Neighborhood Commercial (CN) and Retail Business (C-1) districts, food service establishments, and neighborhood serving office uses that are permitted in the Administrative Office (CO) district. • Limit size and specify performance standards when necessary to minimize land use conflicts. Uses that require case-by-case evaluation to ensure that they will not have adverse effects based on the establishment's specific characteristics and the nature of surrounding uses should require a conditional use permit. Such uses include: animal hospitals; alcohol sales for on or off-site consumption, except at full-service restaurants; clubhouses and lodges; commercial recreation; community care facilities; drive-in and drive through businesses; funeral homes and mortuaries; gasoline service stations; parking lots; plant nurseries; recycling centers; religious assembly uses, and theaters. • Prohibit uses that primarily serve a regional or sub-regional market or that have significant secondary effects that would make community commercial districts less attractive for permitted uses. These include hospitals, hotels and motels, auto sales, freestanding advertising, adult businesses, and firearms sales.
- Action 4.9-4 Flexibility for Residentially-Zoned Parcels Adjacent to Commercial Areas. Consider a special zoning provision that would allow residentially zoned properties adjacent to commercial areas to follow commercial zoning regulations of the adjoining commercially-zoned properties subject to approval of a conditional use permit based on specific findings.
- Action 4.9-8 Auto Repair Standards and Guidelines. • Develop and implement regulations to ensure that auto service facilities within or adjacent to residential areas are well-maintained and landscaped. • Limit overnight parking and towing to minimize conflicts. • Amend zoning ordinance to require discretionary review of proposals to expand operations or make alterations that substantially change the exterior of existing structures.

Phase II – Using the most current downtown specific plan policies and practices as a guide, preparation of the revised Specific Plan is expected to be an iterative process involving drafting and refinement of the document based on the direction provided in the CVGP. It is expected that this update will include a robust community process, with meetings at the CVMAC leading the effort. At a minimum, the revisions will include new land use category descriptions, and maximum Floor Area Ratios. The changes are driven by the 13 actions included in chapter 4 of the CVGP and are illustrated in Figure 4-7, “Central Business District General Plan Land Use.” Included in this list of changes is the creation and development of the Transit Village located adjacent to the Castro Valley BART Station- a Potential Planned Development Area (PDA). The CVGP also recognizes that there are sites in the downtown recently designated for higher density housing, which is consistent with community and regional “smart growth” goals of encouraging housing near transit and community services. Recognition is also given for the benefit of renovating small commercial properties in the downtown and along the commercial corridors. The following list of actions summarizes the type of districts that need modification.

- Action 4.7-2 Amend the CBD Specific Plan. Revise and/or amend the CBD Specific Plan and Design Guidelines to be consistent with the General Plan and to make it easier to use.
- Action 4.7-3 Live Work. Promote live-work development in commercial districts to buffer more intense Central Business District uses from surrounding residential neighborhoods. • Amend the CBD Specific Plan and zoning to establish a Land Use Category and Standards for live work uses, such that incidental residential uses are allowed in commercial spaces in areas designated for commercial use. • The residential portion of a live-work project shall be above the ground floor or in those portions of the building that do not have frontage on a commercially-zoned street. • The work activities permitted in a live-work space shall be uses that are permitted in the district where the project is located and will not be detrimental to the health and safety of persons who reside on the premises.
- Action 4.7-4 Core Pedestrian Retail. Renovate and add new public and private facilities to create an integrated, attractive, pedestrian-oriented retail area which serves as the heart of Castro Valley. Within this sub-area: • Amend the CBD Specific Plan to rezone Subarea 7 to Core Pedestrian Retail (CBD-5); • Create a Village Green; • Add new retail space; • Limit professional and real estate offices and title companies in ground floor spaces; • Consolidate parking behind structures; and • Build a new parking structure.
- Action 4.7-5 Transit Village. Create a transit village adjacent to the BART station using the following strategies: • Amend the CBD Specific Plan to rezone Subarea 8 to Transit Village (TOD-R); • Evaluate the feasibility of designating and developing the BART Station area as a “Transit Village” under State law in order to maximize funding opportunities; • Establish an infill opportunity zone including all parcels within one-half of a mile of the Castro Valley BART station for special consideration of residential densities and parking requirements; • Work with BART to achieve joint development on the BART station site that includes high density residential north of Norbridge; office and/or retail on the Redwood Road frontage; and parking structures, bus access, and vehicle circulation south of Norbridge. • Preserve existing

parking capacity; and • Ensure that new parking structures are well designed, well-lit, safe; and appropriately scaled for Castro Valley.

- Action 4.7-6 Entertainment and Theater District. Designate and promote the area around the Chabot Theater as the CBD Entertainment and Theater District. • Amend the CBD Specific Plan to rezone the portion of Sub-area 5 indicated on Figure 4-7 to Entertainment and Theater District (CBDCE- 1); • Revise the zoning to allow restaurants, retail uses, appropriate signage, and a consolidated parking facility behind the buildings on Castro Valley Boulevard. • Seek funding to restore and enhance the theater, including the addition of theater screens if feasible.
- Action 4.7-7 Central Business District General Commercial District. • Amend the CBD Specific Plan to rezone the portion of Sub-area 3 indicated on Figure 4-7 to Central Business District General Commercial (CBD-4); • Evaluate the viability of the existing light industrial and auto repair uses at San Carlos Avenue and Park Way to determine whether to revise allowed uses to include live-work or other non-industrial uses.
- Action 4.7-8 Downtown Community Commercial. • Amend the CBD Specific Plan to rezone the portions of Sub-areas 2, 5, 6, 7, and 10 indicated on Figure 4-7 to Downtown Community Commercial (CBD-3) or Community Commercial (CC); • Amend the CBD Specific Plan to allow auto oriented community commercial uses with consolidated parking behind structures, specifically in the portion of Sub-area 10 east of Redwood Road near Castro Valley Boulevard and in the Library District; • Allow residential uses above the ground floor.
- Action 4.7-9 Regional Retail and Entertainment District. In order to preserve and enhance existing entertainment uses, the following strategies shall be implemented: • Amend the CBD Specific Plan to rezone the portion of Sub-area 2 indicated on Figure 4-7 to Regional Retail and Entertainment (CBDCE- 2); • If sites are redeveloped, new development should be for community facilities, family entertainment uses, or retail uses. Office uses could be allowed in conjunction with other uses. Prior to any redevelopment of the existing mini-golf, the County, and/or the Parks District should consider development of family entertainment uses somewhere easily accessible for the community.
- Action 4.7-10 Low Intensity Retail. Amend the CBD Specific Plan to rezone Sub-area 1 to Low Intensity Retail (CBD-1).
- Action 4.7-11 Heritage Retail. Amend the CBD Specific Plan to rezone the portion of Sub-area 3 indicated on Figure 4-7 to Heritage Retail (CBD-2).
- Action 4.7-12 Downtown Open Space. Amend the CBD Specific Plan to rezone the portion of Sub-area 6 indicated on Figure 4-7 to Open Space – Parks (OS-P).
- Action 4.7-13 Office Transit-Oriented Development. Amend the CBD Specific Plan to rezone the portions of Subareas 9 and 11 indicated on Figure 4-7 to Office Mixed Use (TOD-O).

- Action 4.7-14 Public Facilities. Amend the CBD Specific Plan to rezone the portion of Sub-area 10 indicated on Figure 4-7 to Public Facilities (PF).
- Action 4.8-1 Expanded Professional-Medical District Boundary. • As shown on Figure 4-7, expand the professional- medical district to include additional sites fronting on Stanton Avenue that are currently individual residential sites in between portions of the hospital site. • Rezone the Central Business District Specific Plan Sub-area 4 indicated on Figure 4-7 to Professional Medical Office. • Allow a variety of health-related professional and technical support uses, nursing homes, retail, restaurants, and services to meet the needs of employees and residents; • Encourage residential uses on the sites fronting Stanton Avenue, particularly if targeted to hospital employees, and nursing homes, so that uses are compatible with residential uses across the street.
- Action 4.8-2 Parking. • Amend the CBD Specific Plan to prohibit parking as a permanent use on private properties fronting on the east side of Lake Chabot Road, unless the Lake Chabot Road frontage includes commercial uses at the ground floor. • Maintain on-street parking to the maximum extent feasible.

F. DELIVERABLES / REPORTS

1. Phase I and Phase II: Community Involvement Plan - The community involvement plan must have the following attributes:
 - a. A community involvement plan detailing who will be engaged and when, along with the strategies that will be used to engage them;
 - b. Materials for distribution prior to and during meetings (meeting announcements, agendas, attendance lists, comment summaries presentation materials including graphics, maps, boards, and PowerPoint presentations);
 - c. Meeting minutes, public comment summaries, survey or focus group summaries.

Project Management/Implementation Plan – the Plan will outline the work program and expenditure, identifying tasks, subtasks, deliverables, responsible parties, division of labor by hours, and timelines for project completion. The Consultant should provide the final Plan incorporating staff’s input within two weeks following the project initiation meeting.

All deliverables are to be provided in paper copy as well as in electronic format. The consultant will provide the County any and all files to develop the various components of the project for future use and amendments.

Ongoing communication with County staff by phone, fax, and e-mail is required, as well as summary of staff-level meetings.

2. Phase I - Revisions to the zoning ordinance text and zoning map

- a. Create draft zoning code – shall at the minimum ensure consistency and predictability; use graphics to illustrate text language
- b. Ongoing communications with County staff by phone and email is expected.

3. Phase II – Development of Update to the Castro Valley Central Business District Specific Plan

- c. The consultant shall submit an initial report with recommendations for the Castro Valley Specific Plan Update to include the following components/analysis:
- d. Revisions to the Sub-areas to be consistent with the 2012 Castro Valley General Plan
- e. Design Standards
- f. The consultant should setup and maintain the project website.

4. Additional submittal/deliverables required of the consultant:

- a. The consultant will submit seven (7) copies of an Administrative Draft of the CV Specific Plan for review and approval by Planning Department staff. The consultant will revise the document to the staff's satisfaction before the draft document is produced and circulated to the public. The consultant shall also submit one (1) copy of the document electronically, editable format.
- b. The consultant will publish fifty (50) copies of the Draft Specific Plan for circulation and distribution to the public, business owners, and other interested and affected parties. The Draft Specific Plan will also be posted to the project website for public comment. The consultant shall also submit one (1) copy of the document electronically, editable format.
- c. The consultant will publish fifty (50) copies of the Revised Draft Specific Plan for circulation and distribution to the public, business owners, and other interested and affected parties. The Revised Draft Specific Plan will also be posted to the project website for public comment. The consultant shall also submit one (1) copy of the document electronically, editable format.
- d. Upon adoption by the Board of Supervisors, the consultant will publish one hundred (100) copies and a print-ready electronic file of the Final Specific Plan to be distributed to or made available to the public

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	April 13, 2016	
Written Questions Due	by 5:00 p.m. on April 20, 2016	
Networking/Bidders Conference #1	April 20, 2016 @ 9:30 am	at: Alameda County Planning Department, 224 West Winton Avenue, Suite 111, Hayward CA 94544
Networking/Bidders Conference #2	April 20, 2016 @ 2:00pm	at: Alameda County Lakeside Plaza Building Room 222 1401 Lakeside Drive, Oakland, CA 94612
Addendum Issued	April 22, 2016	
Response Due	May 3, 2016 by 5:00 p.m.	
Evaluation Period	May 4-9 2016	
Vendor Interviews	May 12 & 13, 2016	
Board Letter Recommending Award Issued	May 24, 2016	
Board Consideration Award Date	June 7, 2016	
Contract Start Date	June 14, 2016	

Note: Award and start dates are approximate.

G. NETWORKING / BIDDERS CONFERENCES

1. Networking/bidders 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 RFP.
 - b. Provide an opportunity for bidders 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.

2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).
3. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders 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/bidders conference is highly recommended but is not mandatory.

Attendance at the networking/bidders conferences not mandatory.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (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 implementing a general plan by preparing an update to the downtown specific plan and updating the zoning code and zoning map. The CSC will score and recommend a Contractor 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.

All contact during the evaluation phase shall be through CDA Planning Department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders 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 RFP.

Bidders 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 RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid 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 bidder(s) 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 goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' 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 may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the five bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

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.

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 proposal content requirements identified within this RFP 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>Responses that are rated a Fail and are not considered 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: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or</p>	Pass/Fail

	other excluded parties located at www.sam.gov .	
B.	<p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> 1. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness and technical expertise. 	7 Points
C.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the County to finance services). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	15 Points
D.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.</p>	12 Points
E.	<p>Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have 	12 Points

	<p>experience on similar projects?</p> <p>2. How extensive is the applicable education and experience of the personnel designated to work on the project?</p>	
F.	References (See Exhibit A – Bid Response Packet)	10 Points
G.	<p>Oral Presentation and Interview: The oral presentation by each bidder shall not exceed 60 minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	12 Points
H.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the proposer identified pertinent issues and potential problems related to the project? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it? 	12 Points
I.	<p>Methodology: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 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. Does the methodology interface with the County’s time schedule? 	20 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent of bidder’s total score, for the above	Five Percent (5%)

	Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	
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I. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate planning services performance and to identify any issues or potential problems.

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

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed planning services were evidenced which make it unlikely (even with possible modifications) that such planning services have met 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 services as contracted for therein, the Contractor will be notified of contract termination effective 45 days following notice. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

J. NOTICE OF RECOMMENDATION 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, by Community Development Agency – Planning Department. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation 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, 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-

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be 2.5 years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended term at agreed prices with all other terms and conditions remaining the same.

L. PRICING

1. Prices quoted shall be firm for any contract that may be awarded pursuant to this RFP.
2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit A – Bid Response Packet.
3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
7. Taxes and freight charges:
 - a. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.

- b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
 - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- 8. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
 - 9. A total price is required for this contract and will be the maximum price the County will pay.
 - 10. Price quotes shall include any and all payment incentives available to the County.
 - 11. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
 - 12. 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.
 - 13. 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 RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidder 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 bidder 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, **Bidders 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>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541320 and 541620.

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 bidders 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. The County reserves the right to award to a single or multiple Contractors.

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 Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

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

N. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of one year from the date of acceptance by the County.

O. INVOICING

1. Contractor 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 Contractor of any adjustments required to invoice.

4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or 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 RFP quoted in the bid response.

P. LIQUIDATED DAMAGES

1. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

Q. 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 Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
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 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 Planning Department to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO BIDDERS

R. COUNTY CONTACTS

Community Development Agency (CDA) is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the CDA only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on April 20, 2016 to:

Sonia Urzua, Senior Planner
Alameda County, CDA-Planning
224 W. Winton Avenue, Suite 111
Hayward, CA 94544
E-Mail: Sonia.urzua@acgov.org
PHONE: (510) 670-5400

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

S. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Community Development Agency – Planning Department by 5:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Community Development Agency – Planning Department’s timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Castro Valley General Plan Implementation
RFP No. CDA2016-001
Alameda County, CDA – Planning
224 W. Winton Avenue, Suite 111 *
Hayward, CA 94544

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

***PLEASE NOTE** that on the bid due date, a bid reception desk will be open until 5:00 p.m. and will be located at 224 W. Winton Avenue, Hayward CA 94544.

3. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus ten of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

Bidders are to submit their bid in electronic format. The electronic bid response should be a single file PDF (OCR preferred); it must be on disk or USB flash drive and enclosed in a sealed package (a sealed envelope will suffice). All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid 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.
8. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, an 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 bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
9. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

11. Bidder 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.
12. The undersigned Bidder certifies that it is, at the time of bidding, 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, 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).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

T. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP 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

BID RESPONSE PACKET

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

To: The County of Alameda

From: _____

(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS 10 COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE BID 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 BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID 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 BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS 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 – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid 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 Bid Documents of RFP No. CDA2016-001 – Castro Valley General Plan Implementation.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid 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:

Bid Protests / Appeals Process

CDA-Planning Department 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 bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's CDA-Planning Department Director, located at 224 W. Winton Avenue, #111, Hayward, CA 94544, 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 Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Bid 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 CDA-Planning Department will notify all bidders of the protest as soon as possible.
2. Upon receipt of written protest, CDA-Planning Department Director, or designee, will review and evaluate the protest and issue a written decision. The CDA-Planning Department Director, 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 Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or CDA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or CDA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used

in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the CDA –Planning Department Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the CDA-Planning Department Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the CDA-Planning Department's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the CDA-Planning Department, not the date received by the Bidder. 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 CDA-Planning Department shall not be considered under any circumstances by the CDA or the Auditor-Controller OCC.
 - 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 OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the CDA-Planning Department. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the CDA-Planning Department 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 bid 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 bid process, regardless of timing or the contents of a bid protest.
 - e. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or CDA.
5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid 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 Bid protest, including filing a Government Code Claim or legal proceedings.

- **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
- **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
- **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)

- **Small Local Emerging Business Program**
[<http://acgov.org/auditor/sleb/overview.htm>]
- **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
- **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
- **General Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
- **Proprietary and Confidential Information**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

6. The undersigned acknowledges that Bidder 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 Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder 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 – Bid Response Packet, the Contractor 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):
 - Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - Bidder is LOCAL to Alameda County and is requesting 5% bid 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 Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

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_____

BID FORM(S)

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the two and half year term of any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

SAMPLE BID FORM

Task Description	Consulting Staff (Name)	Sub total	Subcontractor (Name)	Labor Cost	Direct Cost	Total Cost
	Hours		Hours	\$		\$
				\$		\$
Subtotals						
Direct Expenses:						\$
TOTAL COST						\$

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders 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. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder’s 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.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
 - (a) **Bidder Information and Acceptance:**
 - (1) Every Bidder 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 bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 9 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
 - (c) **References:**
 - (1) Bidders must use the templates on pages 10-11 of this Exhibit A – Bid Response Packet to provide references.
 - (2) Bidders are to provide a list of 5 current and 5 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.
 - Bidders must verify the contact information for all references provided is current and valid.

- Bidders 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 Bidder'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 Bid Documents, and shall be submitted with your bid response using the template on page 12 of this Exhibit A – Bid Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

4. **Key Personnel:** Bid 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 Bidder, including job title and years of employment with Bidder;
- (b) The role that the person will play in connection with the RFP;
- (c) Address, telephone, fax numbers, 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:** Bid 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 Bidder's 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 bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

6. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include a County Acceptance Test Plan (ATP). In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final equipment/system and/or services.



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

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

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

Bidders 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 bid amount in order to be considered 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. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders 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 bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

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

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

<input type="checkbox"/> BIDDER IS NOT 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, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process 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.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____



CURRENT REFERENCES

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

Bidder 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:	



FORMER REFERENCES

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

Bidder 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, CLARIFICATIONS, AMENDMENTS

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

Bidder Name: _____

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

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

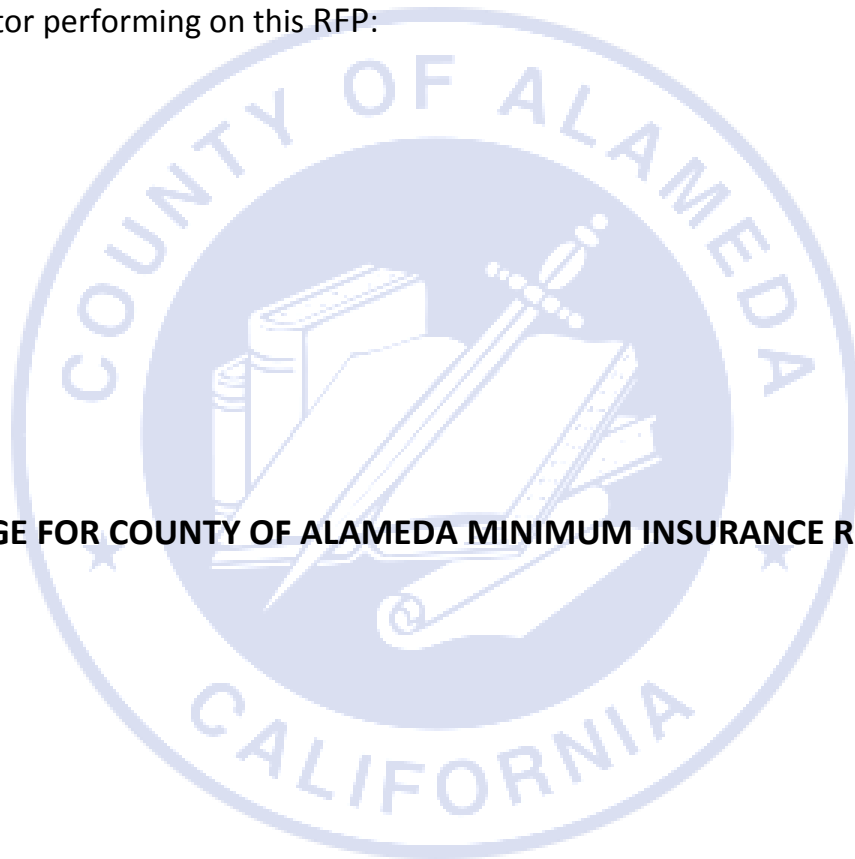


EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder 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 B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor 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	\$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	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of 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. 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. 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. 	



EXHIBIT C

VENDOR BID LIST

RFP No. CDA2016-001 – Castro Valley General Plan Implementation

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

<http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

Atkins San Francisco
475 Samson St. Ste. 2000
San Francisco, CA 94111

CH2M HILL
155 Grand Avenue, Ste 1000
Oakland, CA 94612

Baseline Environmental Consulting
5900 Hollis
Emeryville, CA 94608

Scott Gregory
Lamphier & Associates
1944 Embarcadero
Oakland, CA 94606

Raimi + Associates
2000 Hearst Ave. Suite 306
Berkeley, CA 94709

KEMA
Betty Seto, Senior Analyst
492 Ninth Street, Suite 220
Oakland, CA 94607

Energy Solutions
1610 Harrison Street
Oakland, CA 94612

ICF Jones & Stokes & Associates
630 K St. Ste. 400
Sacramento, CA 94814-3331

The Office of Tom Ford
396 Jayne Ave. # 4
Oakland, CA 94610
tom@infillnow.com

Town Green
Stephen Coyle AIA, LEED AP
4148 Howe St.
Oakland, CA 94611

Vijay Agrawal, Sr Professional
Cambridge Systematics
555 – 12th Street, Suite 1600
Oakland, Ca 94607

3DL Group
Rebecca Echevarria
27 W Anapamu
Santa Barbara, CA 93103

LSA Associates, Inc.
David Clore, Managing Principal
2215 Fifth Street
Berkeley, CA 94710

ESA
550 Kearny Street Suite 800
San Francisco, CA 94108

Melania Ciapponi
T Y LIN International/CCS
1440 Broadway, Ste. 402
Oakland, CA 94612-2023

Ivy Morrison, Project Manager
CirclePoint
1814 Franklin St. # 1000
Oakland, CA 94612

David Early
PLACEWORKS
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

Korve Engineering, Inc.
155 Grand Ave, Suite 200
Oakland, CA 94612

Pacific Municipal Consultants
500 12th St
Oakland, CA 94607

Integrated Marketing Systems
Andy Wright
Region Manager
945 Hornblend Street, Suite G
San Diego, CA 92109

M.I.G.
Sharon Kyle
800 Hearst Avenue
Berkeley, CA 94710

Vivian Kahn, FAICP
KAHN/MORTIMER/ASSOCIATES
4623 Davenport Avenue
Oakland, CA 94619

AECOM
150 Chestnut Street
San Francisco, CA 94111

Allen Foulkes
AECOM
753 Davis Street
San Francisco, CA 94111

Michele Rodriguez, Principal
ICF Jones & Stokes
620 Folsom 2nd Floor
San Francisco, CA 94107

Urban Transformation
Darlene Rios Drapkin
6056 Felix Avenue
Richmond, CA 94805-1219

Annie Wessels, Proposal Coordinator
RRM Design Group
3765 S Higuera St., Ste. 102
San Luis Obispo, CA 93401

DYETT & BHATIA
Urban and Regional Planners
755 Sansome Street # 400
San Francisco, CA 94111

Richard E. Patenaud, AICP
Metropolitan Planning Group
22561 Main Street, #200
Hayward, CA 94541

Nisha Chauhan
275 Park View Terrace, #6,
Oakland, CA 94610

Shay Fitzpatrick
Seifel Consulting Inc.
221 Main Street, Suite 420
San Francisco, CA 94105
415.618.0700 x 701

Urban Planning Partners
Lynette Dias
505 17th Street, 2nd Floor
Oakland, CA 94612

Raimi & Associates
Matt Raimi
2000 Hearst Ave, #400
Berkeley, CA 946709

