



COUNCIL AGENDA: 9/24/24
FILE: 24-197278
ITEM: 8.2

Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Chris Burton

SUBJECT: See Below

DATE: September 3, 2024

Approved

Date:

9/5/24

COUNCIL DISTRICT: 5

SUBJECT: Request for Proposal for Consultant Services for the Eastside Alum Rock Urban Village to Implement Envision San José 2040 General Plan

RECOMMENDATION

Adopt a resolution authorizing the City Manager or her designee to negotiate and execute a contract for consultants to assist with the development of the City's Eastside Alum Rock Urban Village Plan for a maximum aggregate compensation not to exceed \$360,393, contingent upon the appropriation of the remaining grant funds during the Fiscal Year 2024-2025 Annual Report.

SUMMARY AND OUTCOME

Approval of this recommendation will allow the City to negotiate and execute a contract for consultants to develop the City's Eastside Alum Rock Urban Village Plan. Once a contract with the selected consultant has been finalized, staff will begin work on the Eastside Alum Rock Urban Village Plan. The consultant will assist the Planning, Building, and Code Enforcement Department in the development of the Eastside Alum Rock Urban Village Plan to implement the City's adopted Envision San José 2040 General Plan.

Creating urban villages is the fifth of 12 major strategies in the City of San José's General Plan. The urban village strategy fosters engagement of local residents in planning a urban village; a mix of housing and employment to reduce traffic; revitalizing underutilized properties; densities that support transit use, bicycling, and walking; and high-quality urban design.

The City adopted the Envision San José 2040 General Plan in November 2011. The General Plan represents the official policy regarding where new development may occur and it assesses the amount, type, and phasing of development needed to achieve the City's social, economic, and environmental goals. The plan centers on 12 major strategies that reflect the community's expressed desire to see San José grow as a prominent and great City that provides an environmental and economic leadership role in the region, nation, and world. In terms of the City's physical form, the General Plan outlines a wide variety of living and working environments, continued development of the Downtown, preservation and improvement of existing residential neighborhoods, and creating new, vibrant urban villages.

Urban villages are areas that include residential and jobs-based developments, have access to transit, and are walkable and bicycle-friendly. Creating urban villages is the fifth major strategy in General Plan. San José envisions 62 urban villages across the 180-square mile City. The locations were selected through the extensive public outreach process for the General Plan. The locations are those that could best accommodate growth for both jobs and housing.

The Eastside Alum Rock Urban Village is one of the City of San José's identified urban villages, located in East San José. The Eastside Alum Rock Urban Village is located along Alum Rock Avenue from Interstate 680 to Manning Avenue and includes properties on the west side of South Capitol Avenue from Alum Rock Avenue to approximately Capitol Expressway. The map below identifies the boundaries of the urban village.

On January 29, 2019, the City of San José's Planning, Building, and Code Enforcement Department was awarded a \$400,000 Priority Development Area grant for the Eastside Alum Rock Urban Village Area. The grant included an 11.47% local match, therefore \$400,000 is reimbursable and \$51,825 must be provided by the City. Priority Development Areas are places near public transit that are planned for new homes, jobs, and community amenities. The Priority Development Area Planning Program funds comprehensive planning that will result in intensified land uses around public transit hubs, as well as bus and rail corridors in the San Francisco Bay Area. This grant was awarded by the Joint Metropolitan Transportation Commission and the Association of Bay Area Governments.

Following a procurement process, the City of San José released a Request for Proposal (RFP) to the public for a four-week circulation period beginning on March 15, 2024, to secure a consultant team.

Consultant services needed for this effort include, but are not limited to, economic market analysis, land use and urban design work, facilitation and support at public workshops, targeted outreach activities to underserved communities, graphics/visual aid support, and translation/interpretation services.

The needed budget for these consultant services is not to exceed \$360,393.

Because this is a reimbursement grant, the City must first budget the money to fund the consultant's costs directly. The City then must submit invoices to the granting agency for reimbursement of the funds expended on the consultant. In addition to consultant costs, the grant will fund a portion of City staff's time working on the Urban Village Plan.

The City's Planning Division issued a Notice of Intended Award for the Eastside Alum Rock Urban Village RFP to the consultant Skidmore, Owings & Merrill (SOM) on March 27, 2024. SOM requests \$360,330.78 in compensation for its proposed work.

ANALYSIS

The City of San José's Planning, Building, and Code Enforcement Department first issued RFP 23-01 on December 8, 2023. Proposals were initially due on January 11, 2024, with the due date extended to January 25, 2024. A total of 716 companies were invited to participate. Of those 716 companies, six companies downloaded the full set of RFP documents and two of those six companies submitted complete proposals. Upon commencement of drafting a contract, after initial intent to award actions, it was discovered that each of the bidders' cost submittals contained missing cost information. Further, staff determined that a change in scope and budget from RFP 23-01 needed to include incorporating a community advisory group and requiring the consultant to work with a local community-based organization, listed as optional tasks in the RFP 23-01.

For those reasons, the Planning, Building, and Code Enforcement Department RFP 23-01 was canceled. As stated in all City RFPs “The City of San José reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of San José to do so.”

A revised procurement, RFP 24-02, was posted on March 15, 2024. Proposals were initially due on March 29, 2024, with the due date extended to April 12, 2024. A total of 754 companies were invited to participate using Biddingo’s categories of “Consulting Services – Planning” and “Consulting Services – Urban Planning”. Of those 754 companies, a total of 21 partially downloaded the RFP documents with four other companies downloading the full set of RFP documents. Three of those four companies submitted complete proposals.

Proposal Evaluation Team: The proposals were evaluated by a three-member team over a two-week period, with representatives from the City of San José’s Planning, Building, and Code Enforcement Department’s Planning Division. Each team member independently evaluated and scored the proposals.

The overall scores, based on 500 maximum points. for each finalist in the respective technical areas are reflected in the below table.

	Qualifications and Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
Company Name:							
Skidmore Owings and Merrill	130.83	130.00	20.00	23.33	149.85	454.01	1
Arcadis	120.00	100.00	15.00	20.00	150.00	405.00	2
Moore, Iacofano, Goltsman	11.67	100.00	18.33	20.00	149.83	399.83	3

Local and Small Business Preference: In accordance with City policy, five percent of the total evaluation points are reserved for local business preference. In lieu of the small business preference, projects that are funded by federal grants are subject to the Disadvantaged Business Enterprise (DBE) Program discussed below.

DBE Program: Consultants were subject to the DBE Program requirements. A DBE goal of 23% was established for each technical area and consultants were contractually required to make good faith efforts to meet the 23% DBE goal set by the City for sub

consulting opportunities. All consultants provided a Consultant Proposal DBE Commitment Form that met the required DBE goal.

Notice of Intended Awards, Protests, and Appeals: On April 27, 2024, staff issued the public Notice of Intended Award for the RFP to SOM. On May 7, 2024, following the posting of the Notice of Intended Award, the City received one letter of protest from Collins + Collins LLP on behalf of its client, Arcadis U.S., Inc. As the department responsible for the management of this RFP, the Director of Planning, Building, and Code Enforcement Department served as the procurement authority for this effort and provided a response letter. The protest and appeal procedures for RFPs are outlined in San José Municipal Code sections 4.12.410 through 4.12.460, and repeated here for reference.

- After a decision regarding a procurement having a value over one hundred thousand dollars (as adjusted pursuant to Section 4.04.085) has been made, the procurement authority shall send a notice of intended award to all persons who submitted a response to a city solicitation.
- All protests must be filed in writing with the director within 10 calendar days after the sending of the notice of intended award.
- All protests shall be in writing and shall state the grounds for the protest as well as all of the facts relevant to the protest. All protests shall be filed in accordance with the instructions contained in the solicitation which is the subject of the protest.
- The procurement authority shall issue a written decision on the protest. The procurement authority may base the decision on the written protest alone or may informally gather evidence from the person filing the protest or any other person having relevant information.
- An appeal of the procurement authority's decision may be filed with the City Council. All such appeals must be in writing and shall be filed with the City Clerk within ten calendar days of the sending of the procurement authority's decision.

Protest letter from Arcadis, U.S., Inc.: In summary, the protest letter made requests to reinstate the City's evaluation of RFP 23-01, the initial RFP that was cancelled, and revoke its intent to award for any contract to SOM and, instead, issue a notice of intent to award the contract to Arcadis. The protest letter claimed the City did not comply with its evaluation criteria and failed to consistently evaluate the proposals for both RFP 23-01 and RFP 24-02. Furthermore, the protest letter claimed the City either misapplied its evaluation criteria, did so arbitrarily, or showed favor to SOM. The letter claimed that to the extent SOM failed to include sufficient information as part of RFP 23-01, the City withdrew RFP 23-01 to permit another bidder to circumvent the RFP submittal deadline.

City Response to Arcadis, U.S., Inc.: For RFP 23-01, the City followed the prescribed competitive bidding procurement process. Upon commencement of drafting a contract, after the initial intent to award actions, staff identified that the cost submittals by both

firms who bid on the contract contained missing information. Arcadis' submittal contained missing cost information within the optional community advisory group meetings and did not include a complete Exhibit G, "Cost Proposal." Exhibit G, "Cost Proposal" was an Excel document that included two sheets "Fixed Costs" and "Fixed Cost Breakdown." Specifically, the Fixed Cost Breakdown sheet was fully removed from the submitted Excel document, and certain Excel cells were left blank, making it impossible to determine whether this was due to oversight or an intentional zero. The submittal by the firm SOM acknowledged its intent to work with a local CBO, however, contained missing cost information pertaining to the CBO's involvement. This meant that SOM's cost form contained no column for a local CBO's cost for any given project task.

Considering the evaluation weight of the cost proposal (30 percent of the total), the fact that the final scoring was just over a point apart, and given the nature and confusion of the missing data/information from both submittals, staff concluded the intent to award was premature and that an actual award could not be done in a manner that fairly allowed for a competitive and equitable award for either of the two consultant submittals. Further, during the process of reviewing the submittals, staff determined that a community advisory group and working with a CBO needed to be required. These had been listed as optional tasks, where the City could require them as the urban village planning process proceeded, and the submittals by both firms omitted some information regarding the costs of those tasks. Therefore, RFP 23-01 was canceled and the scoring that was completed as part of the process was set aside and would have no impact to any future RFPs.

This second RFP's primary intent was to make mandatory the previously optional community advisory group meetings and to add better instructional verbiage. The evaluation criteria in the second RFP were expanded and made more detailed with regards to the experience and organization, organizational approach, and cost proposal factors. These modifications were implemented to ensure all bidders fully understood the expectations and requirements, to ensure a more comprehensive assessment of each bidder's qualifications, promote a fair evaluation process, and reduce the chance of confusion that was part of RFP 23-01. Consequently, the scoring framework in the second RFP placed greater emphasis on key areas that better reflect the intended project requirements and goals. In addition, a different review panel was purposefully selected for RFP 24-02, to enhance fairness and impartiality. The new panel members were chosen to provide a fresh and unbiased perspective on the resubmitted proposals. This change was made to ensure the integrity of the evaluation process and to avoid any potential bias. The enhanced focus and different review panel inevitably led to variations in scoring compared to the initial RFP 23-01.

On July 2, 2024, the Planning, Building and Code Enforcement Director, after careful review, upheld staff's recommendation to proceed with RFP 24-02. The Director

determined that the City's procurement processes were properly followed and that the RFP was conducted in a fair and objective manner.

Appeal to the Protest Determination and City Response: As is noted in the protest procedures referenced in this memorandum, the protesting organization may submit an appeal to the protest decision to City Council by filing a written appeal to the City Clerk within 10 calendar days of receipt of the City's initial response. An appeal was submitted to the City within the deadline on July 12, 2024. The protest letter, the corresponding response from Planning, Building, and Code Enforcement Department, and appeal letter are **attached** to this memorandum.

The appeal letter reiterates the claims made in the protest letter and adds that RFP 23-01 only referred to Exhibit G, "Cost Proposal" and did not provide any clarification or request that proposers needed to fill out the "Fixed Cost Breakdown" sheet. The appeal letter further contends that Arcadis did not fill out each line item for the "optional" tasks because it was Arcadis' intention to show that community meetings were not needed for each task. The letter claims that, when RFP 24-02 was released, Arcadis again submitted the proposal without the "Fixed Cost Breakdown" and was disqualified on both occasions.

As in all RFPs, the City reserves the right to accept or reject any or all proposals received as a result of a request, to negotiate with any qualified consultant, or to modify or cancel the RFP, in part or in its entirety, if it is in the best interests of the City of San José to do so. Given the circumstances of RFP 23-01 and in the interest of maintaining the fairness and integrity of the process, the decision was made to cancel the original RFP and repost it. Arcadis was not disqualified in either occasion. This decision was not taken lightly, but was deemed necessary to ensure that all bidders had an equal opportunity to provide complete and thorough submissions. The scoring that was completed for RFP 23-01 was set aside and would have no impact to any future RFPs. The appeal raised no substantive issues with RFP 24-02, other than to compare it with RFP 23-01, the evaluation of which had no bearing on the evaluation of RFP 24-02.

EVALUATION AND FOLLOW-UP

Staff will begin work on the Eastside Alum Rock Urban Village in October 2024 and plans to bring forward a draft Urban Village Plan for City Council approval in fall 2026.

COST SUMMARY/IMPLICATIONS

The Eastside Alum Rock Urban Village project is partially funded by a federal grant. The Priority Development Area grant awarded a total of \$400,000. The Metropolitan Transportation Commission will provide funding in the amount of \$400,000 on a

reimbursement basis as project tasks are completed during the multi-year grant period. Funds provided are to be used by June 30, 2026. The City will provide the required local match in the amount of \$51,825. To meet the terms of the Priority Development Area grant, funding adjustments will be brought forward for City Council consideration as part of regular budget modification cycles, as needed.

BUDGET REFERENCE

The table below identifies the fund and appropriations to fund the contract costs recommended as part of this memorandum.

Fund #	Appn. #	Appropriation Name	Total Appropriation	Amount for Contract	2024-2025 Proposed Operating Budget Page*	Last Budget Action (Date, Ord. No.)
001	0582	Non-Personal/Equipment	\$1,190,642	\$360,330.78	629	06/18/2024 31102

* The 2024-2025 Adopted Operating Budget was approved on June 11, 2024 and adopted on June 18, 2024 by the City Council.

COORDINATION

This memorandum has been coordinated with the City Attorney's Office and the City Manager's Budget Office.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the September 24, 2024 City Council meeting.

COMMISSION RECOMMENDATION AND INPUT

No commission recommendation or input is associated with this action.

CEQA

Exempt pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This is a contract for consultant services with no binding commitment to a course of action that will result in a physical change to the environment.

HONORABLE MAYOR AND CITY COUNCIL

September 3, 2024

Subject: Request for Proposal for Consultant Services for the Eastside Alum Rock Urban Village to Implement Envision San José 2040 General Plan

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PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.

/s/

Chris Burton

Director, Planning, Building, and Code
Enforcement

For questions, please contact Martina Davis, Division Manager, Planning, Building, and Code Enforcement, at martina.davis@sanjoseca.gov or (408) 535-7888.

ATTACHMENT: Protest Letter and Related Documents



PAUL A. BREUCOP
Orange County Office
750 The City Drive, Suite 400
Orange, CA 92868
T 714-823-4100
F 714-823-4101
pbreucop@ccllp.law

July 12, 2024

VIA PERSONAL DELIVERY AND E-MAIL

Toni Taber, City Clerk
city.clerk@sanjoseca.gov
Office of the City Clerk
200 E. Santa Clara Street
Tower 14th Floor
San José, California 95113

Christopher Burton
christopher.burton@sanjoseca.gov
Attention: Director, Planning, Building, and
Code Enforcement Department
City of San José
200 E. Santa Clara Street, 3rd Floor
San José, California 95113

Re: *Appeal of July 2, 2024, Response to Bid protest of the award of a contract to Skidmore, Owings & Merrill ("SOM") on Request for Proposals PBCE RFP 24-02 – Eastside Alum Rock Urban Village Plan Consulting Services*
Our File Number: 26039

Dear Ms. Taber and Mr. Burton:

I am writing on behalf of my client, Arcadis U.S., Inc. ("Arcadis"), to appeal the July 2, 2024, letter (the "Response Letter") by Chris Burton on behalf of the City of San José (the "City") in response to Arcadis's May 7, 2024, letter (the "Protest Letter") protesting the award of a contract on Request for Proposals RFP PBCE RFP 24-02 – Eastside Alum Rock Urban village Plan Consulting Services ("Second RFP") by the City to any proposer other than Arcadis. The basis of the appeal is that the Response Letter actually makes it clear that the City should have awarded the contract to Arcadis and that the City improperly awarded the contract to a proposer *who did not submit a responsive proposal*. This appeal is being made pursuant to pursuant to Municipal Code Section 4.12.460.

I. FACTUAL BACKGROUND

A. Information Obtained Before the Response Letter.

On December 8, 2023, the City of San José released an initial RFP (RFP 23-01) for the Eastside Alum Rock Urban Village Plan Consulting Services (the "First RFP"). The City sought proposals from consultants who will help the City develop and draft an Urban Village Plan for the East Side Alum

Los Angeles County
Orange County
San Diego County
Northern California
Inland Empire
Nevada
www.ccllp.law

Rock Urban Village that will, at a minimum, contain a land use plan, urban design, open space, circulation, and streetscape guidelines and policies (the “Project”).

In addition to others, Arcadis and Skidmore, Owings & Merrill (“SOM”) each submitted a proposal in response to the First RFP. On February 27, 2024, the City recommended awarding the contract to Arcadis given that it was ranked first under the City’s evaluation, as shown in the chart below and in Exhibit 1 to the Protest Letter.

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Arcadis	108.33	120.00	20.00	18.33	150.00	416.66	1
Skidmore, Owings & Merrill (SOM)	117.50	110.00	20.00	18.33	149.81	415.64	2

On March 6, 2024, however, the City canceled the RFP purportedly because the City staff identified necessary changes to the scope, attachments, and changes in budget too late in the process for RFP 23-01 to make the necessary corrections. The City then decided to re-run the RFP for the Project.

On March 15, 2024, the City issued the Second RFP—which was not materially different from the First RFP. See Protest Letter, Ex. 2. Arcadis, SOM, and Moore, Iacofano Goltsman (“MIG”) each submitted a proposal to the Second RFP. On April 27, 2024, however, the City recommended awarding the contract to SOM. See Protest Letter, Ex. 3. The City’s evaluation of the Second RFP proposals is below:

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Skidmore, Owings & Merrill (SOM)	130.83	130.00	20.00	23.33	149.85	454.01	1
Arcadis	120.00	100.00	15.00	20.00	150.00	405.00	2
Moore, Iacofano Goltsman (MIG)	111.67	100.00	18.33	20.00	149.83	399.83	3

The City’s evaluation of the proposals in response to the First RFP differed substantially from the Second RFP despite the immaterial changes made in the City’s RFPs or the proposals in response thereto. For instance, for the First RFP, Arcadis scored 120.0 points for the “Organizational Approach” section and 20.0 points for the “Scope of Work” section and 416.66 total points. But for the Second

RFP, Arcadis scored only 100.0 points for the “Organizational Approach” section and 15.0 points for the “Scope of Work” section. But Arcadis made no changes to these sections in its Second RFP proposal from the initial proposal that Arcadis submitted.

SOM’s scoring appeared to have increased without merit. For instance, SOM scored only 111.67 for “Qualifications & Experience” for the First RFP, but then scored 130.83 for the Second RFP—a 17% increase for a section that typically does not change substantially over the course of only a few months.

B. Arcadis Submitted a Protest Letter and Public Records Request But the City Failed to Produce All Responsive Documents.

On May 7, 2024, Arcadis submitted the Protest Letter, which is attached hereto as Exhibit A. On May 8, 2024, Arcadis submitted a robust public records request, which is attached hereto as Exhibit B. After nearly a month, the City produced few disorganized records in response to Arcadis’s request. While the City produced some e-mails, it clearly withheld several e-mails that were response and relevant to the Protest Letter.

For instance, the City produced an e-mail from Page Benway to Lisa Chatelle Watt asking Ms. Watt about the cancellation of the RFP—i.e., a key issue in the Protest Letter—but the City did *not* produce any response from Ms. Watt. Notably, Mr. Benway stated “I’ve never had to pause or cancel a Notice of Intent to Award before so *I want to make sure that a) I can and b) that I do it properly.*” (Ex. C.)

C. Information Obtained from the Response Letter.

On July 2, 2024, the City issued the Response Letter to my office. In the letter, Mr. Burton denied the requests made in the Protest Letter and upheld the City’s decision to award SOM with the contract for the Second RFP. He contends that the City rightfully reissued the RFP because both Arcadis and SOM were missing information in their responses to the First RFP. (Ex. D at p. 2.) More specifically, he contends that Arcadis’s submittal did not include cost information for “the optional community advisory group meetings” and did not include “a complete Fixed Cost Breakdown Excel sheet.” The City further contends that SOM stated its intent to work with a community-based organization (“CBO”) but failed to include a cost information for the CBO. According to Mr. Burton, the City withdrew the RFP because the cost proposal was such a big part of the evaluation, the final score was close, and the nature of the missing information. In issuing the Second RFP, Mr. Burton states that the City sought to: (i) make the optional community advisory group meetings “mandatory” and (ii) provide better instructional language.

D. Information Not Included in the Response Letter.

In the First RFP, the City did not provide any clarification or request that proposers needed to fill out the “Fixed Cost Breakdown.” The First RFP only refers to Exhibit G in the Excel file that Arcadis

submitted (without the extra tab “Fixed Cost Breakdown”). In turn, Arcadis did not fill out the extra tab. When the Second RFP was released, Arcadis again submitted the proposal without that tab. On both occasions the City did disqualify Arcadis.

Arcadis provided the Excel sheet during both submittals (to the First and Second RFPs) where the City could easily check Arcadis’s calculations. Arcadis did not fill out each line item for the “optional” tasks but that was Arcadis’s intention to show it do not need community meetings for each task. The City could have requested clarifications (but did not) on Arcadis’s submittal to understand that Arcadis provided a cost proposal with best intentions. Indeed, Mr. Benway of the City stated that the City would “need to follow up with the consultant to get an updated Cost form from them to see if the updated cost impacts the final scoring.” (Ex. C.)

During the question-and-answer phase, a proposer asked what to do with the optional items. The City failed to answer the question in any way that suggested that the failure to include “optional” information would become a problem in responding to the First RFP. See below.

The screenshot displays a procurement portal interface with two sections. The top section, labeled '17 Cost Proposal', contains the question 'Can the City provide an editable version of the cost proposal? How should optional tasks be included in the proposal?'. Below the question is a yellow answer box stating: 'Exhibit G – Cost Proposal is posted as an Excel file. The excel sheet must be downloaded from the separate attachment.' The bottom section, labeled '16 Optional Task 1', contains the question 'Community Advisory Group Meetings: Who is responsible for the scheduling and location of these optional meetings? Will City Staff be responsible?'. Below the question is a yellow answer box stating: 'City of San Jose staff will be responsible for the scheduling and location of all Community Advisory Group Meetings conducted.' Both sections include a timestamp at the bottom right: 'Page Benway, City of San José - Consulting 01/05/2024 11:01:30 PT' for the first and '01/05/2024 11:05:09 PT' for the second.

17 Cost Proposal

Owner does not want to disclose company name.

Can the City provide an editable version of the cost proposal? How should optional tasks be included in the proposal?

Exhibit G – Cost Proposal is posted as an Excel file. The excel sheet must be downloaded from the separate attachment.

Page Benway, City of San José - Consulting 01/05/2024 11:01:30 PT

16 Optional Task 1

Owner does not want to disclose company name.

Community Advisory Group Meetings: Who is responsible for the scheduling and location of these optional meetings? Will City Staff be responsible?

City of San Jose staff will be responsible for the scheduling and location of all Community Advisory Group Meetings conducted.

Page Benway, City of San José - Consulting 01/05/2024 11:05:09 PT

II. LEGAL PRINCIPLES

Public entities engage in competitive procurements to eliminate favoritism; to avoid misuse of public funds; and to stimulate competition. See *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th

897, 907 (1996); Pub. Cont. Code § 100. The “importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.” *Ghilotti*, 45 Cal. App. 4th at 907-08; see also *Konica Bus. Mach. USA, Inc. v. Regents Univ. of Cal.*, 206 Cal. App. 3d 449, 457 (1988). To avoid even the appearance of or potential for impropriety, the procurement must permit bidders to compete on a level playing field. See *Damar Elec., Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 173 (1994); *Associated Builders & Contractors v. San Francisco Airports Comm’n*, 21 Cal. 4th 352, 367 (1999). Further, a public entity must comply with evaluation criteria stated in its solicitation document. *Eel River Disposal and Res. Recovery, Inc. v. Humboldt County*, 221 Cal. App. 4th 209, 238-39 (2013).

Complying with the evaluation criteria in the solicitation document may include rejecting a bid which fails to meet requirements. A bid is responsive if it promises to do what the solicitation document requires. See *Valley Crest Landscape, Inc. v. City of Davis*, 41 Cal. App. 4th 1432, 1438 (1996); *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (1987). A bid that deviates from the solicitation's requirements is non-responsive. Further, a materially non-responsive bid is unavailable for award. See *MCM Const., Inc. v. City & Cnty. of San Francisco*, 66 Cal. App. 4th 359 (1998). A deviation from the requirements of the solicitation document is material if it allows a bidder an advantage not available to other bidders. *Valley Crest*, 41 Cal. App. 4th at 1442; *Konica*, 206 Cal. App. 3d at 454.

In contrast to responsiveness, responsibility addresses a bidder. “A bidder is responsible if it can perform the contract as promised.” *Taylor Bus.*, 195 Cal. App. 3d at 1341. Responsibility involves considerations of “the quality, fitness and capacity of the low bidder to satisfactorily perform the proposed work.” See *City of Inglewood-Los Angeles County Civic Center Auth. v. Superior Court*, 7 Cal.3d 861, 867 (1972); see also Pub. Cont. Code § 1103.

III. DISCUSSION

The City failed to award the contract to the highest-scored responsive, responsible proposer. Here, Arcadis was clearly the highest responsive bidder to the First RFP and would have been awarded the contract for the Project.

The City did not comply with its evaluation criteria. This conclusion is evident from the Response Letter. The City’s explanation for withdrawing the First RFP is non-sensical. Even if Arcadis did not provide information on an “OPTIONAL” budget item, SOM appears not to have provided any of the CBO costs. In other words, Arcadis’s submission was complete, but SOM’s submission was incomplete and not fully responsive to the First RFP. Rather than disqualify SOM from the bid, the City withdrew the bid entirely. Additionally, documents produced in response to Arcadis’s public

records request make it clear that the City *could have and thought that it should* reach out to the bidders for clarification. It failed to do so.

The RFP process requires that all proposals be submitted by a date certain. To the extent that SOM failed to include sufficient information as part of its First RFP proposal, the City cannot withdraw an RFP simply to permit another bidder to circumvent that deadline. To do so would undermine the entire purpose of competitive procurement process and show favor to SOM over other bidders.

As stated in the Protest Letter, the City's failure to comply with its evaluation criteria is also evident from the differences between the City's evaluations of Arcadis and SOM for the First RFP and its evaluations for the Second RFP. Because Arcadis did not change its submission in some categories that remained substantially the same in the Second RFP, logic dictates that its score for the Second RFP should have been identical to its score for the First RFP in those categories. Nor could the changes in the Second RFP warrant such disparities given that the changes were immaterial. Moreover, the disparity in scores is for criteria that are not subject to substantial change, including "Qualifications & Experience" for which SOM received a 17% higher score than it did for proposal it had submitted only a few months prior. Either the City is misapplying its evaluation criteria, it is doing so arbitrarily, or it is showing favor to SOM. None of those circumstances is permitted under California law.

IV. CONCLUSION

For the reasons stated above, Arcadis requests that the City Council reverse Mr. Burton's decision to uphold the City's recommendation to award SOM with the contract on the Second RFP.¹ The City Council should reinstate the City's evaluation of the First RFP and revoke its intent to award any contract to SOM for the Second RFP and, instead, issue a notice of intent to award the contract to Arcadis.

Very truly yours,

COLLINS + COLLINS LLP



PAB

Enclosure

¹ Arcadis reserves all rights to supplement this appeal upon review of additional documents, including any additional documents requested through a Public Records Act request.

EXHIBIT A

May 7, 2024

VIA PERSONAL DELIVERY AND E-MAIL

Christopher Burton
christopher.burton@sanjoseca.gov
Attention: Director, Planning, Building, and
Code Enforcement Department
City of San José
200 E. Santa Clara Street, 3rd Floor
San José, California 95113

Re: *Bid protest of the award of a contract to Skidmore, Owings & Merrill ("SOM") on Request
for Proposals PBCE RFP 24-02 – Eastside Alum Rock Urban Village Plan Consulting
Services*
Our File Number: 26039

Dear Mr. Burton:

I am writing on behalf of my client, Arcadis U.S., Inc. ("Arcadis"), to protest the award of a contract on Request for Proposals RFP PBCE RFP 24-02 – Eastside Alum Rock Urban village Plan Consulting Services ("Second RFP") by the City of San José (the "City") to any proposer other than Arcadis. The basis for this protest is that, applying the criteria of the RFP, Arcadis is the highest-scored responsive, responsible proposer, and therefore, is entitled to any contract awarded on the RFP.

I. FACTUAL BACKGROUND

On December 8, 2023, the City of San José released an initial RFP (RFP 23-01) for the Eastside Alum Rock Urban Village Plan Consulting Services (the "First RFP"). The City sought proposals from consultants who will help the City develop and draft an Urban Village Plan for the East Side Alum Rock Urban Village that will, at a minimum, contain a land use plan, urban design, open space, circulation, and streetscape guidelines and policies (the "Project").

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In addition to others, Arcadis and Skidmore, Owings & Merrill (“SOM”) each submitted a proposal in response to the First RFP. On February 27, 2024, the City recommended awarding the contract to Arcadis given that it was ranked first under the City’s evaluation, as shown in the chart below and in Exhibit 1.

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Arcadis	108.33	120.00	20.00	18.33	150.00	416.66	1
Skidmore, Owings & Merrill (SOM)	117.50	110.00	20.00	18.33	149.81	415.64	2

On March 6, 2024, however, the City canceled the RFP purportedly because the City staff identified necessary changes to the scope, attachments, and changes in budget too late in the process for RFP 23-01 to make the necessary corrections. The City then decided to re-run the RFP for the Project.

On March 15, 2024, the City issued the Second RFP—which was not materially different from the First RFP. See Ex. 2. Arcadis, SOM, and Moore, Iacofano Goltsman (“MIG”) each submitted a proposal to the Second RFP. On April 27, 2024, however, the City recommended awarding the contract to SOM. See Ex. 3. The City’s evaluation of the Second RFP proposals is below:

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Skidmore, Owings & Merrill (SOM)	130.83	130.00	20.00	23.33	149.85	454.01	1
Arcadis	120.00	100.00	15.00	20.00	150.00	405.00	2
Moore, Iacofano Goltsman (MIG)	111.67	100.00	18.33	20.00	149.83	399.83	3

The City’s evaluation of the proposals in response to the First RFP differed substantially from the Second RFP despite the immaterial changes made in the City’s RFPs or the proposals in response thereto. For instance, for the First RFP, Arcadis scored 120.0 points for the “Organizational Approach” section and 20.0 points for the “Scope of Work” section and 416.66 total points. But for the Second RFP, Arcadis scored only 100.0 points for the “Organizational Approach” section and 15.0 points for the “Scope of Work” section. But Arcadis made no changes to these sections in its Second RFP proposal from the initial proposal that Arcadis submitted.

SOM's scoring appeared to have increased without merit. For instance, SOM scored only 111.67 for "Qualifications & Experience" for the First RFP, but then scored 130.83 for the Second RFP—a 17% increase for a section that typically does not change substantially over the course of only a few months.

II. LEGAL PRINCIPLES

Public entities engage in competitive procurements to eliminate favoritism; to avoid misuse of public funds; and to stimulate competition. See *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907 (1996); Pub. Cont. Code § 100. The "importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements." *Ghilotti*, 45 Cal. App. 4th at 907-08; see also *Konica Bus. Mach. USA, Inc. v. Regents Univ. of Cal.*, 206 Cal. App. 3d 449, 457 (1988). To avoid even the appearance of or potential for impropriety, the procurement must permit bidders to compete on a level playing field. See *Damar Elec., Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 173 (1994); *Associated Builders & Contractors v. San Francisco Airports Comm'n*, 21 Cal. 4th 352, 367 (1999). Further, a public entity must comply with evaluation criteria stated in its solicitation document. *Eel River Disposal and Res. Recovery, Inc. v. Humboldt County*, 221 Cal. App. 4th 209, 238-39 (2013).

Complying with the evaluation criteria in the solicitation document may include rejecting a bid which fails to meet requirements. A bid is responsive if it promises to do what the solicitation document requires. See *Valley Crest Landscape, Inc. v. City of Davis*, 41 Cal. App. 4th 1432, 1438 (1996); *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (1987). A bid that deviates from the solicitation's requirements is non-responsive. Further, a materially non-responsive bid is unavailable for award. See *MCM Const., Inc. v. City & Cnty. of San Francisco*, 66 Cal. App. 4th 359 (1998). A deviation from the requirements of the solicitation document is material if it allows a bidder an advantage not available to other bidders. *Valley Crest*, 41 Cal. App. 4th at 1442; *Konica*, 206 Cal. App. 3d at 454.

In contrast to responsiveness, responsibility addresses a bidder. "A bidder is responsible if it can perform the contract as promised." *Taylor Bus*, 195 Cal. App. 3d at 1341. Responsibility involves considerations of "the quality, fitness and capacity of the low bidder to satisfactorily perform the proposed work." See *City of Inglewood-Los Angeles County Civic Center Auth. v. Superior Court*, 7 Cal.3d 861, 867 (1972); see also Pub. Cont. Code § 1103.

III. DISCUSSION

The City has failed to award the contract to the highest-scored responsive, responsible proposer. Here, Arcadis was clearly the highest responsive bidder to the First RFP and would have been awarded the contract for the Project.

The City is not complying with its evaluation criteria. This conclusion is evident from the differences between the City's evaluations of Arcadis and SOM for the First RFP and its evaluations for the Second RFP. Because Arcadis did not change its submission in some categories that remained substantially the same in the Second RFP, logic dictates that its score for the Second RFP should have been identical to its score for the First RFP in those categories. Nor could the changes in the Second RFP warrant such disparities given that the changes were immaterial. Moreover, the disparity in scores is for criteria that are not subject to substantial change, including "Qualifications & Experience" for which SOM received a 17% higher score than it did for proposal it had submitted only a few months prior. Either the City is misapplying its evaluation criteria, it is doing so arbitrarily, or it is showing favor to SOM. None of those circumstances is permitted under California law.

Additionally, the RFP process requires that all proposals be submitted by a date certain. To the extent that SOM failed to include sufficient information as part of its First RFP proposal, the City cannot withdraw an RFP simply to permit another bidder to circumvent that deadline. To do so would undermine the entire purpose of competitive procurement process and show favor to SOM over other bidders.

IV.CONCLUSION

For the reasons stated above, the City failed to consistently evaluate the proposal for both RFPs.¹ It should reinstate its evaluation of the First RFP and revoke its intent to award any contract to SOM for the Second RFP and, instead, issue a notice of intent to award the contract to Arcadis.

Very truly yours,

COLLINS + COLLINS LLP



PAB

Enclosure

¹ Arcadis reserves all rights to supplement this bid protest upon review of additional documents, including those being requested through a Public Records Act request.

EXHIBIT 1



February 27, 2024

**NOTICE OF RECOMMENDATION OF AWARD
EASTSIDE ALUM ROCK URBAN VILLAGE PLAN CONSULTING SERVICES
(RFP 23-01)**

The City of San José has concluded its evaluation of the subject RFP and intends to award the resulting contract to the top ranked proposer.

The City received two total proposals in response to the RFP solicitation issued on December 8, 2023. In accordance with the RFP, the proposals were evaluated based on the weighting criteria specified in Appendix C – Proposal Evaluation with no oral interviews conducted. The scores are summarized below:

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Arcadis	108.33	120.00	20.00	18.33	150.00	416.66	1
Skidmore, Owings & Merrill (SOM)	117.50	110.00	20.00	18.33	149.81	415.64	2

EXHIBIT 2



**City of San José
REQUEST FOR PROPOSALS**

**PBCE RFP 24-02
Eastside Alum Rock Urban Village Plan
Consulting Services**

Date Released: March 15th, 2024

Deadline for Submitting Questions and/or Objections due prior to 3:00 p.m. (PDT), March 22nd, 2024

Proposals are due prior to 3:00 p.m. (PDT), March 29th, 2024

**City of San José
200 East Santa Clara Street, 3rd Floor

San José, CA 95113**

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Request for Proposals

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Section 1 – Introduction

The City of San José is requesting proposals (RFP) for consultant services.

The Eastside Alum Rock Urban Village Plan located in East San José will be funded with federal dollars, requiring the Consultant to follow all pertinent local, state, and federal laws and regulations. **The Disadvantaged Business Enterprise (DBE) goal for this project is 23%.**

The total amount payable to the Consultant shall not exceed \$360,392.13. The performance period of the underlying Contract for this RFP will be from the date the City of San José executes the Contract to the Project Close Out in November 2025 or until funds are exhausted.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. Each responsive proposal will be evaluated and ranked according to the criteria provided in Appendix B, “Evaluation Criteria,” of this RFP. Proposals must be submitted electronically through Biddingo. Hardcopy responses will not be accepted and will not be considered responsive. Electronic proposals received after the time and date specified above will be considered nonresponsive and not evaluated.

All questions and inquiries regarding this solicitation (including, but not limited to, questions about the services to be procured, discrepancies or omissions, or requests for clarifications) must be made through the Q&A board for the RFP in Biddingo. The City will provide a written response to all questions in the form of an Addendum. Questions answered on the Biddingo Q&A board shall be considered addenda to this solicitation.

No oral question or inquiry about this RFP will be accepted. The City shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this solicitation or should there be a need to clarify this solicitation, requests for clarification must be submitted online through Biddingo using the Q&A board.

Addenda to this RFP, if issued, will be posted on the City of San José website at:

<https://www.biddingo.com/sanjose>

It shall be the Consultant’s responsibility to check the City of San José’s website to obtain any addenda that may be issued.

Proposals that do not include a completed Exhibit A, “Proposal Certification form,” of Attachment 3 “Required City and Local Assistance Procedure Manual Exhibits” signed by an individual authorized to bind the proposer will be considered nonresponsive and rejected. This RFP does not commit the City of San José to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of San José reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of San José to do so. Furthermore, a Contract award may not be made based solely on price.

The prospective Consultant is advised should this RFP result in recommendation for award of a Contract, the Contract will not be in force until it is approved and fully executed by the City of San José. All products used or developed in the execution of any Contract resulting from this RFP will remain in the public domain at the completion of the Contract.

The anticipated Consultant selection schedule is as follows:

- Proposal review and evaluation: Mar 29th – Apr 5th
- Notice of Intent to Award Issued/ 10 Calendar Day Protest Period Begins: Apr 5th
- Cost Negotiation with first ranked consultant: Apr 5 – Apr 12
- Contract Award and Notice to Proceed: Apr 26

Section 2 – Project Description and Background

The purpose of this RFP is to solicit proposals from potential consultants who will help the City develop and draft an Urban Village Plan for the Eastside Alum Rock Urban Village that will, at a minimum, contain a land use plan, urban design, open space, circulation, and streetscape guidelines and policies.

The vision for the planned development area known as the Eastside Alum Rock Urban Village located east of 680 is to further the transit-oriented development and infill growth strategies of the Envision San José 2040 General Plan (“General Plan”). Through its General Plan, the City of San José (“City”) developed corridor-specific land use policy to facilitate high-density residential uses to serve a mix of income levels and provide for relatively high-intensity commercial/office uses and mixed-uses to create a more urban, vibrant, and walkable corridor along the Bus Rapid Transit (BRT) system on Alum Rock Avenue. The Eastside Alum Rock corridor will provide a connection to the planned 28th Street Bay Area Rapid Transit (BART) station, the Alum Rock Light Rail Station, and the adjacent Alum Rock Transit Center on Capital Avenue.

In the General Plan, Urban Villages are defined as active, walkable, bicycle-friendly, transit-oriented, mixed-use urban settings for new housing and job growth that is attractive to an innovative workforce and consistent with the General Plan’s environmental goals. Major Strategy #5 of the General Plan establishes the Urban Villages concept to create a policy framework to foster mixing residential and employment activities, establish minimum densities to support transit use, bicycling, and walking, incorporate high-quality urban design, revitalize underutilized properties with access to existing infrastructure, and engage local neighborhoods through the planning process.

The City received partial grant funding for the preparation of an Urban Village Plan for the Eastside Alum Rock Urban Village from the U.S. Department of Transportation’s Federal Highway Administration. Since this planning policy document for the Eastside Alum Rock Urban Village is funded in part by a federal grant, the U.S. Department of Transportation’s Disadvantaged Business Enterprise (“DBE”) Program regulations apply. A DBE goal of 23% has been established for the project. Please see the Disadvantaged Business Enterprise Participation section in Appendix A, “City Requirements,” and Exhibit B, “DBE Information for Proposers,” of Attachment 3 “Required City and Local Assistance Procedure Manual Exhibits” for more information.

The Envision San José 2040 General Plan can be viewed at: <https://www.sanJoseca.gov/your-government/departments-offices/planning-building-code-enforcement/planning-division/citywide-planning/envision-san-jos-2040-general-plan>

Please refer to Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements,” for a detailed statement of requirements.

Section 3 – Scope of Work

General:

- A. The City is looking to hire a Consultant who will conduct and coordinate specified tasks related to the Eastside Alum Rock Urban Village Plan.
- B. The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent Contract as though incorporated herein by reference:
 - 1. Federal laws
 - 2. State laws
 - 3. Local laws
 - 4. Rules and regulations of governing utility districts
 - 5. Rules and regulations of other authorities with jurisdiction
- C. The Consultant shall comply with all insurance requirements of the City of San José, included in Exhibit K “City of San Jose Consultant Agreement Template,” in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”

Services to be Provided:

- A. The Consultant selected shall provide all services required to complete the Eastside Alum Rock Urban Village Plan.
- B. Specifically, the Consultant selected will be required to complete the following tasks:
 - 1. Economic market analysis
 - 2. Land use and Urban Design
 - 3. Facilitation and support at public workshops (in-person, virtual)
 - 4. Targeted outreach activities to underserved communities
 - 5. Graphics/Visual aid support
 - 6. Translation/interpretation services (e.g., translating workshop and public outreach materials, providing live interpretation at workshops)
- C. The City intends to have one consultant team support the Urban Village project. The Consultant shall partner with a local community-based organization (CBO) and partner or sub-Contract with other consulting firms to meet the requirements of each technical area. Consultant shall specify all Community Based Organization costs per milestone/tasks in Exhibit G, “Cost Proposal” of Attachment 3 “Required City and Local Assistance Procedure Manual Exhibits.” When partnering or sub-contracting with other firms, Consultants shall follow the procedures described in the Disadvantaged Business Enterprise Participation section in Appendix A, “City Requirements.” Also see Exhibit B, “DBE Information for Proposers,” of Attachment 3 “Required City and Local Assistance Procedure Manual Exhibits” for more information.
- D. The City intends to hire a prime Consultant with comprehensive planning, technical analysis, and public outreach experience to provide support on the development of an Urban Village Plan.
- E. The City reserves the right to award one Contract based upon the highest ranked Proposer.

Eastside Alum Rock Urban Village

- F. In addition to the tasks outlined in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements,” the Consultant shall also set up monthly project status meetings with City staff or as deemed necessary by City staff. The Consultant shall abide by the City’s formatting and graphic organization guide. This guide provides direction on Illustrator layer naming and organization for Illustrator files. This document will be provided to the selected Consultant prior to execution of the Service Order.
- G. The Consultant shall provide translation and interpretive services (primary spoken languages have been established as Spanish, Vietnamese, and Tagalog) throughout the planning process. At a minimum, the translators shall provide translation services for the materials distributed at the workshop (e.g., agenda, FAQ sheets, informational sheets, activity sheets, exhibit boards), interpretive services (simultaneous and subsequent interpretation) at the workshops, transcription of all public comments, and translation of outreach materials (including the online engagement tool in Subtask 3.2, “Develop and implement online engagement tools” of Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements”). The transcription of the public comments shall be provided to City staff in a memorandum format in Microsoft Word format for every community workshop.
- H. The Consultant shall independently secure a local Community Based Organization (CBO) to work with in the development of the Eastside Alum Rock Urban Village plan. A list of local CBOs is provided in Exhibit L - Community Based Organizations List. The Consultant is not limited to this list.
- I. Please refer to Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements,” for a detailed statement of requirements.

Minimum Qualifications of Personnel:

The Consultant shall meet the appropriate minimum qualifications as required by the Contract attached to this RFP.

Materials to be provided by the Agency:

The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the City of San José) that may be furnished or made available by the City of San José, as specified in the task orders and Contract, are for the Consultant’s use only and shall be returned at the end of the Contract term.

Work to be performed by the Agency:

City staff will draft the Urban Village Plan document with assistance and peer review by the Consultant.

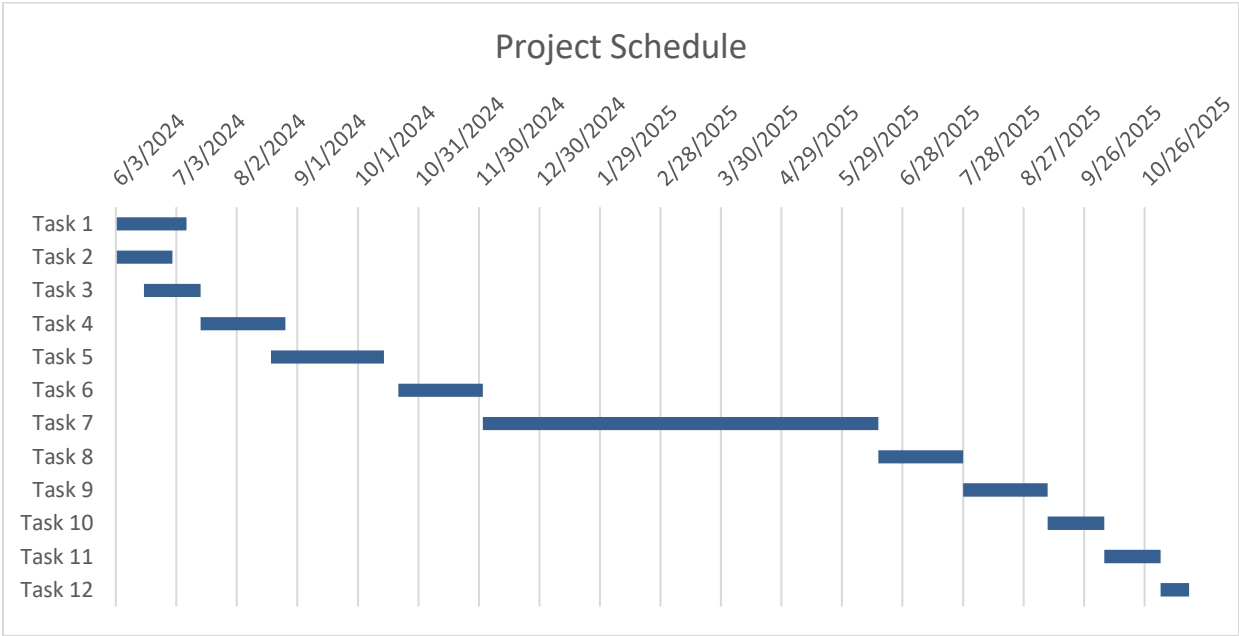
Conflict of Interest Requirements:

- A. The Consultant shall provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.
- B. If the Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the City. The City may terminate the Task Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the City may be grounds for termination of the Contract for cause pursuant to Section 19 of Exhibit K “City of San Jose Consultant Agreement Template,” in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”

Eastside Alum Rock Urban Village Timeline and Deliverables:

TASKS	DELIVERABLE	DATES
Task 1 Project Startup	Basemap and style guide	June 2024 to July 2024
Task 2 Data Collection & Analysis	Existing Conditions and Economic Analysis Report	June 2024 to July 2024
Task 3 Public Engagement Strategy	Outreach strategy, online engagement tools, and informational handout materials	June 2024 to July 2024
Task 4 Workshop 1 (Vision, Assets, and Opportunities Workshop)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	July 2024 to Aug 2024
Task 5 Develop and Prepare Character Areas and Conceptual Plans, Maps, and Diagrams, and Anti-Displacement Strategies	Character areas, conceptual land use, streetscape and circulation, and open space plans and associated maps and diagrams, and anti-displacement strategies.	Aug 2024 to Oct 2024
Task 6 Conceptual Plan, Rezoning and Character Areas Workshop (Workshop 2)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	Oct 2024 – Dec 2024
Task 7 Draft Village Plan	Draft Urban Village Plan.	Dec 2024 to Jun 2025
Task 8 Community Open House (Workshop 3)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	Jun 2025 – Jul 2025
Task 9 Draft Plan Refinement	Refine Village Plan Document and transpose to Word and InDesign	Jul 2025 - Sept 2025
Task 10 Planning Commission Public Hearing	Refine Village Plan document based on Planning Commission recommendations	Sept 2025 - Oct 2025
Task 11 City Council Public Hearing	Refine Village Plan based on City Council approval	Oct 2025- Nov 2025
Task 12 Project Close Out	Submit final package	Nov 2025
Task 13 Community Advisory Group Meetings (9 meetings)	Provide major updates, milestones, and next steps in the project schedule and be an active participant.	TBD

Project Schedule:



Appendix A – City Requirements

Objections:

- A. Any objections as to the structure, content, or distribution of this RFP must be submitted through the Q&A board in Bidding. Objections must be as specific as possible and must identify the RFP section number and title, as well as a description and rationale for the objection.
- B. All objections, questions, and inquiries pertaining to this RFP must be received by the Deadline for Questions and Objections specified on the cover sheet.

Basis of Award:

- A. Award will be based on the successful negotiation with the highest-ranked Proposer in accordance with Appendix C, "Proposal Evaluation."
- B. Should the selected Consultant fail to provide post-award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked Proposer for award.
- C. The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

Best and Final Offer (BAFO):

- A. A Best and Final Offer (BAFO) may be held with one or more finalist(s) if additional information or clarification is necessary to make a final decision. The BAFO may allow finalist(s) to revise some, or all of their original submittals based on additional information provided by the City.
- B. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time by which the BAFO is to be submitted. After receipt of BAFO responses, scores may be adjusted based on the new information received.
- C. The City will request only one BAFO unless the City's Purchasing Officer determines that another BAFO is warranted.
- D. Proposers are cautioned that the issuance of a BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there will be an additional opportunity to amend their Proposals after the original submission. Proposers may not request an opportunity to submit a BAFO.

Grounds for Disqualification:

- A. All solicitation respondents are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at <https://www.sanjoseca.gov/home/showdocument?id=19565>
- B. Any vendor who violates this policy will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.
 2. Evidence of collusion, directly or indirectly, among vendor respondents regarding the amount, terms, or conditions of this solicitation or their respective responses.
 3. Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
 4. Evidence of submitting incorrect information in response to a solicitation or misrepresenting or failing to disclose material facts during the evaluation process.
- C. In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:
1. Offering gifts or souvenirs, even of minimal value, to City officers or employees.
 2. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.
 3. Evidence of respondent's inability to successfully complete the responsibilities and obligations of the proposal.
 4. Respondent's default under any City Contract resulting in termination.
 5. Evidence of any wage theft judgements as described in the Certification Form.
- D. Only the response format specified in this solicitation will be accepted as compliant for submitted responses. Failure to fully complete and submit all required forms and documentation may result in disqualification.

Public Nature of Proposal Material:

- A. Do NOT mark your proposal as “confidential” or “proprietary.”
- B. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- C. Any proposal which contains language purporting to render all or significant portions of their proposal “Confidential,” “Trade Secret” or “Proprietary,” or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures described below.
- D. The City will not disclose any part of any proposal before it announces a Recommendation of Award or Notice of Intended Award on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a Recommendation of Award or Notice of Intended Award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portions of your proposal which are exempt from disclosure under the Public Records Act, you must mark them as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must

plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

- E. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City will provide the Proposer who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Protests:

- A. If an interested party wants to dispute the award recommendation, they must submit their protest in writing to the Department Director or Designee no later than ten (10) calendar days after the Recommendation of Award is published, detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of requirements or specifications, which must be addressed in accordance with the Objections Section above. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.
- B. Protests must be addressed to the following:

City of San José
Attention: Director, Planning, Building, and Code Enforcement Department
200 East Santa Clara Street, 3rd Floor
San José, CA 95113

City Business Tax:

The awarded vendor(s) must comply with the San José Municipal Code Chapter 4.76 with respect to the payment of any applicable City Business Tax prior to the commencement of work. Contact Finance /Revenue Management by phone at (408) 535-7055 or businesstax@sanjoseca.gov to determine applicable tax costs. Additional information about the business tax and registration process can be found on the City’s website at <http://www.sanjoseca.gov/businesstax>.

California Secretary of State Registration:

The awarded vendor(s) must have a current and valid registration with the California Secretary of State to conduct business with the City of San José. You can verify this and find more information through the California Secretary of State website at <https://www.sos.ca.gov/business-programs/business-entities/>. This will be verified by the City prior to Contract execution.

Environmentally Preferable Products and Services:

- A. The City has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. The EPP policy may be found on the City’s website at: <https://www.sanjoseca.gov/your-government/departments-offices/environmental-services/business-school-resources/environmentally-preferable-procurement>

- B. In accordance with the EPP policy, vendors are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products as applicable. The City also suggests that proposers offer products and services that are produced or delivered with minimal use of virgin materials, maximum use of recycled materials, and reduced waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- C. Vendors are encouraged to offer Energy Star certified products, products that meet FEMP (Federal Energy Management Program) standards for energy consumption, and products that are produced with recycled materials, where appropriate, unless otherwise specified in this solicitation.

Disadvantaged Business Enterprise Participation:

- A. When administering federal-aid projects, federal regulation (49 CFR, Part 26) requires a local agency to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Such steps include the setting of goals to ensure DBE firms are considered by the proposing consultants and, when feasible, organizing the project schedule and task requirements to encourage participation in the Contract by DBE firms. Local agencies should be fully aware of all of the subcontracting opportunities in their consultant Contracts. For detailed information and requirement on DBE Program, see the Local Assistance Procedures Manual, Chapter 9 –Civil Rights and Disadvantaged Business Enterprises.
- B. The consultant must ensure that certified DBE firms have the opportunity to participate in the performance of the Contract and must take all necessary and reasonable steps to facilitate participation by DBE firms for such assurance.
- C. A DBE goal shall be established by the City for each Contract if there are subcontracting opportunities and available DBE firms. The consultant must meet the goal of using DBE's, by completing Exhibit C, "Consultant Proposal DBE Commitment Form," of Attachment 3, "Required City and Local Assistance Procedures Manual Exhibits." If not able to meet the DBE goal, the consultant must document that a Good Faith Effort Form was submitted to meet the Contract goal. Good faith efforts must be documented by the consultant and approved by the City using Exhibit D, "DBE Good Faith Effort Form," of Attachment 3, "Required City and Local Assistance Procedures Manual Exhibits." If the consultant's documented good faith efforts are found to be inadequate by the City, the consultant shall be offered an opportunity for reconsideration.
- D. If a DBE sub-consultant is unable to perform its subcontracted services and the goal is not otherwise met, the consultant must make a good faith effort to replace it with another DBE sub-consultant to the extent needed to meet the DBE goal. Please see the Disadvantaged Business Enterprise Participation section in Appendix A, "City Requirements," and Exhibit B, "DBE Information for Proposers," of Attachment 3 "Required City and Local Assistance Procedure Manual Exhibits" for more information.
- E. The City has established a DBE goal of 23% for the project overall.

Addenda and Interpretation:

- A. It is intended that other public agencies be permitted to purchase under the same terms resulting from the City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail to the attention of the contact named in the RFP cover page.

- B. Proposer requests for clarification shall be delivered as stated in Section 1, “Introduction,” of the RFP. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

Proposal Submission:

- A. This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or Contract for the services.
- B. After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.
- C. Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including forfeiture of the proposal bond, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

Examination of Proposed Material:

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process and, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

Code Adherence, Permits and Fees:

Proposer shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San José, securing all necessary licenses and permits in the connection with resulting Contract at no additional cost to the City. Successful consultant(s) must have or obtain a current City of San José business license.

Terms and conditions of Contract:

- A. Upon conclusion of the RFP process, the City will enter negotiations with one consultant. Consultant shall enter into a Contract with the City in substantial conformity with the selected proposal and the form of the City’s Standard Terms and Conditions. The City reserves the right to negotiate project deliverables and associated costs.
- B. All agreements will require the consultant to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.
- C. Any agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.
- D. Method of Payment: Consultant(s) shall be paid on a fixed fee basis upon completion of task and/or subtask.

Other Public Agency Purchases:

It is intended that other public agencies be permitted to purchase under the same terms resulting from this procurement. Any participating public agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the vendor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with participation by other public agencies.

Grant Agreement Special Covenants:

Selected Consultant and their subconsultants will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Appendix B – Proposal Requirements

These proposal requirements are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants and shall be used as guidelines in conjunction with the foregoing Sections of the RFP. The intent of these proposal requirements is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

General Requirements:

- A. To expedite the evaluation process, each proposal response must be organized in accordance with the information included in this bid document. Proposals that do not follow the specified format or fail to provide the required documentation will receive lower scores or, if found to be non-responsive, may be disqualified. In the event of a conflict between any of the proposal documents, resolution thereof shall be in the City's sole discretion.
- B. Vendors shall use Exhibits A through M provided by the City to provide RFP responses in the areas indicated. Do not attempt to override or bypass spreadsheet functionality or modify City-provided forms in providing responses.

C. Delivery/Electronic Submission:

- 1. All responses to this solicitation must be submitted electronically through Biddingo. Bid responses are secure and are not accessible by anyone but the bidder until after the bid end date and time indicated in this solicitation.
 - 2. Proposers must submit all required documentation. Upload required forms and documentation through Biddingo and submit with your solicitation response. Neither the City nor Biddingo will inform you if you are missing required documentation.
 - 3. Any questions regarding how to upload attachments or submit a response through Biddingo should be directed to Biddingo at (800) 208-1290 or by email to info@biddingo.com.
 - 4. **Please note: Attaching documentation to the bid will not automatically submit your bid. You must click the SUBMIT button before your bid response will be submitted. Until you receive the electronic receipt for your bid submission, you have not submitted your bid.**
 - 5. Proposers may modify their electronic responses prior to a bid close; however, please note that if you modify a submitted response, be sure that you resubmit it prior to the bid closing date and time. It is the sole responsibility of the vendor to ensure that their entire solicitation response is submitted prior to the solicitation closing date and time.
 - 6. The City is not responsible for any late or incomplete submissions, including those due to technical issues with Biddingo. It is recommended that bidders allow sufficient time to seek assistance from Biddingo in the event there are unforeseen issues that affect the bidder's ability to upload and submit their solicitation response.
 - 7. The City must receive your response to this RFP electronically through Biddingo by the specified proposal end date and time for your proposal to be considered.
- D. Formatting: Proposals must be in Times New Roman, Arial, or some similar, easily readable font. The size of the font cannot be smaller than 11, and margins should be 1 inch or more. Include a table of contents that identifies the page numbers for each section of the proposal. All pages should be consecutively numbered and correspond to the table of contents.

Introductory Letter:

- A. The introductory (or transmittal) letter shall be addressed to:

Page Benway – Senior Analyst
City of San José
Attention: Direction, Planning, Building, and Code Enforcement Department
200 East Santa Clara Street, 3rd Floor
San José, CA 95113

- B. The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.
- C. The letter (maximum of 2 pages) must be signed by an individual within your company who is authorized to contractually bind your company that includes the following:
1. A brief overview of your company's general expertise, experience, and approach to performing the Scope of Services and Requirements of this RFP, as specified in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements."
 2. Company history, including years in business, names previously used, mergers, other company affiliations, etc.
 3. Contract information, including name, title, address, phone number, and email, for the individual to whom questions regarding your proposal should be addressed.
 4. **Disclosure of Litigation:** Proposers shall disclose any litigation in connection with prior projects. If there is any litigation, the consultants shall briefly describe the nature of the litigation and the result in the Cover Letter.
 5. **Table of Contents:** A Table of contents shall be provided that identifies the page numbers where to find the various sections included in the proposal.
 6. **Disclosure of Lobbying Activities:** Proposers shall disclose any lobbying activities using Exhibit E, "Disclosure of Lobbying Activities form" of Attachment 3 "Required City and Local Assistance Procedure Manual Exhibits."

Executive Summary:

Please provide an executive summary.

Consultant Information, Qualifications & Experience:

- A. The City of San José will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects and experience working with diverse communities. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:
1. Contracting agency
 2. Contracting agency Project Manager

3. Contracting agency contact information
 4. Contract amount
 5. Funding source
 6. Date of Contract
 7. Date of completion
 8. Consultant Project Manager and contact information
 9. Project Objective
 10. Project Description
 11. Project Outcome
- B. **Expertise, Key Personnel, and Organizational Chart:** Provide experience summaries and individual curriculum vitae/resumes for staff who would be assigned to perform the work specified in this RFP, including any sub-contractor team members, if applicable. Resumes and experience summaries must clearly demonstrate the proposer's qualifications to perform the Scope of Services and Requirements described in of Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements." Provide a project organization chart that designates, by name, title, and job function/role, each project team member, including any partners or subcontractors.
- C. **Customer References:** Complete Exhibit F, "Previous Customer Reference Form," of Attachment 3 "Required City and Local Assistance Procedure Manual Exhibits," for three (3) recent and different customers. Submitted Customer Reference Forms will be evaluated and scored as part of the Experience and Qualifications Evaluations Criteria and will initially be scored based solely on the information provided by the propose in the submitted Customer Reference Forms. Therefore, it is important to provide complete, detailed, and descriptive information for each customer reference.

Organization and Approach:

- A. Provide an introduction and overview of your project approach, including your general objectives and methodology to ensure that project tasks and deliverables are completed on time and within budget.
- B. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
- C. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe your proposed method for communicating issues and/or questions.
- D. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and must be committed to stay with the project for the duration of the project. If subcontractors will be utilized, please explain when and for what purpose.

Scope of Work:

- A. Describe how Proposer will meet the requirements outlined in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements," as well as Section 3, "Scope of Work," of the RFP. Identify any subconsultants and CBO's that are part of the work group in each task (i.e., Task 3.1 will include subconsultant (name) and CBO (name) to assist in completing the task and deliverables identified). Identify adjustments in

Eastside Alum Rock Urban Village

the scope of work where needed. Provide examples of where the prime consultant or a subconsultant has led or provided:

1. Community outreach activities
2. Equity-based outreach or planning strategies
3. Facilitating group discuss and activities
4. Consensus building
5. Drafting community-based plans
6. Translation and interpretation services
7. Communication methods (such as digital and print promotions, social media, radio/audio, video, etc.)

B. Describe project deliverables for each phase of your work.

C. Describe your cost control and budgeting methodology for this project.

Schedule of Work:

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals on Exhibit G, "Cost Proposal," of Attachment 3, "Required City and Local Assistance Procedures Manual Exhibits." The schedule shall meet the Project Schedule shown in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements" as well as Section 3 "Scope of Work," of the RFP. However, expedited schedules are preferred with justification for timeline feasibility. The final schedule will be established with the selected consultant.

Conflict of Interest Statement:

- A. In addition to the Conflict of Interest component to the "Scope of Work" in Section 3 of the RFP, the proposing Consultant shall disclose any financial, business or other relationship with the City of San José that may have an impact upon the outcome of the Contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this Contract that will follow.
- B. In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide goods and services under this RFP will be subject to the following requirements:
 1. The proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.
 2. Proposer(s) may not have any interest in any potential proposers for future City procurements that may result from the work performed under the agreement resulting from this RFP.

Contract Agreement:

- A. Indicate if the proposing Consultant has any issues or needed changes to the proposed Contract agreement included as Exhibit K, "Contract Templates."
- B. The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

Federal-Aid Provisions:

- A. The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Exhibit B, "DBE Information for Proposers," of Attachment 3, "Required City and Local Assistance Procedures Manual Exhibits." The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3, "Required City and Local Assistance Procedures Manual Exhibits."
1. Local Agency Proposer DBE Commitment (Attachment 3, Exhibit B). **The local agency's current Contract DBE Goal is 23%.**
 2. DBE Information - Good Faith Effort (Attachment 3, Exhibit D) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
 3. Disclosure of Lobbying Activities (Attachment 3, Exhibit E)
- B. Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:
1. Local Agency Proposer DBE Information (Attachment 3, Exhibit H)
 2. Any other relevant forms required during the project.
- C. Consultant shall demonstrate familiarity of providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

Cost Proposal:

- A. The proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks. Consultant must complete both "Fixed Costs" & "Fixed Cost Breakdown" sheets provided in Exhibit G - Cost Proposal. Consultant shall specify all individual staff hourly rates, hours, and total costs, subconsultant costs, and Community Based Organization costs per milestone/tasks. All cells must be filled. **DO NOT** leave blank or enter "-". If there is no cost, enter "0". A "0" indicates that staff and/or subconsultants and CBOs are not part of the work group for that milestone/task.
- B. Provide a direct and thorough response to your ability to meet the City's requirements as specified in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements."

Appendix C – Proposal Evaluation

Evaluation Process:

- A. All proposals will be evaluated by the City of San José’s Selection Committee (Committee). The Committee may be composed of City of San José’s staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of San José’s Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposer.
- B. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Evaluation Criteria:

- A. Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight 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 five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For 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 project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

B. The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight (Points)
1	Experience & Organization	(30)
1.1	Introductory Letter	2.5
1.2	Executive Summary	2.5
1.3	Comparable Projects and Experience	10
1.4	Expertise, Key Personnel, and Organizational Chart	10
1.5	Customer References	5
2	Organizational Approach	30
3	Scope of Work	5
4	Schedule of Work	5
5	Cost Proposal	30
	Subtotal:	100

Completeness of Response (Pass/Fail)

- A. 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.

Experience & Organization (30 Points):

- A. Introductory Letter (2.5 Points): Responses are required to include all information requested under the Introductory Letter section of Appendix B “Proposal Requirements.” Responses must reflect an understanding of the City’s request in consulting services, vision for the area, and experience and ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”
- B. Executive Summary (2.5 Points): Responses must demonstrate the ability to effectively summarize the proposal in a grammatically correct, clear, and concise manner.
- C. Comparable Projects and Experience (10 Points): Responses are required to include all information requested under the Comparable Projects and Experience section of Appendix B “Proposal Requirements.” Responses must reflect experience with similar Urban Village Plans and experience working with diverse communities. Responses must demonstrate work with Adobe, ArcGIS, SketchUp and other urban design related software. Comparable projects and experience must include work conducting planning/market analyses, community outreach activities, equity-based outreach or planning strategies, facilitating group discussions and activities, consensus building, drafting community-based plans, translation and interpretation services and communication methods (such as digital and print promotions, social media, radio/audio, video, etc.).
- D. Expertise, Key Personnel, and Organizational Chart (10 Points): Responses are required to include all information requested under the Expertise, Key Personnel, and Organizational Chart section of Appendix B “Proposal Requirements.” Responses must clearly demonstrate that the proposer’s key personnel, subconsultants, and CBOs have relevant experience, technical skills, and qualifications to successfully perform the Scope of Services and Requirements described in Attachment 2, “Eastside Alum Rock Urban Village

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Statement of Requirements.” Proposer must have capacity to provide translation and interpretation services in English, Spanish, Vietnamese, and Tagalog.

- E. Customer References (5 Points): Responses are required to include all information requested under the Customer References section of Appendix B “Proposal Requirements.” Conversations with customer references must highlight the Proposers ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”

Organizational Approach (30 Points):

- A. Responses are required to include all information requested under the Organizational Approach section of Appendix B “Proposal Requirements.” Responses must reflect the effectiveness of the project managers approach and the overall team members ability to successfully complete the project tasks deliverables on time and within budget.

Scope of Work (5 Points)

- A. Responses are required to include all information requested under the Scope of Work section of Appendix B “Proposal Requirements.” Responses must reflect the consultant's ability to meet or exceed the tasks iterated in the Scope of Work.

Schedule of Work (5 Points)

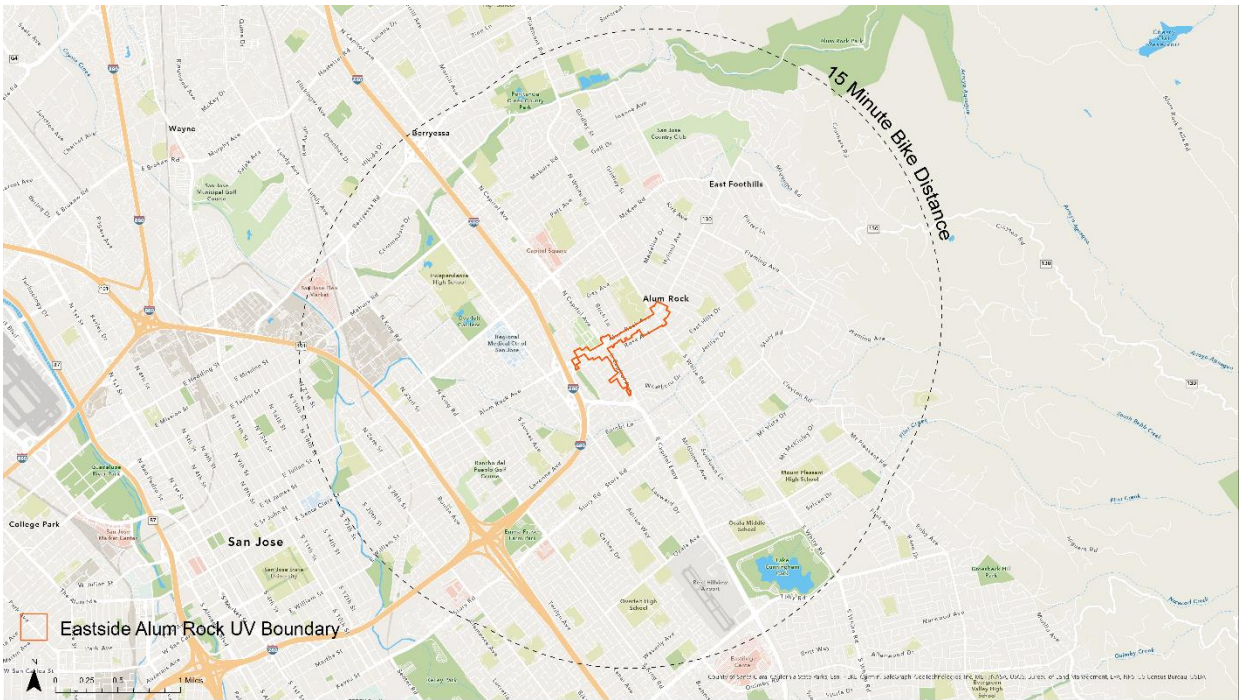
- A. Responses are required to include all information requested under the Schedule of Work section of Appendix B “Proposal Requirements.” Responses must reflect the consultant's ability to meet or exceed the timeline iterated in the Schedule of Work.

Cost Proposal (30 Points):

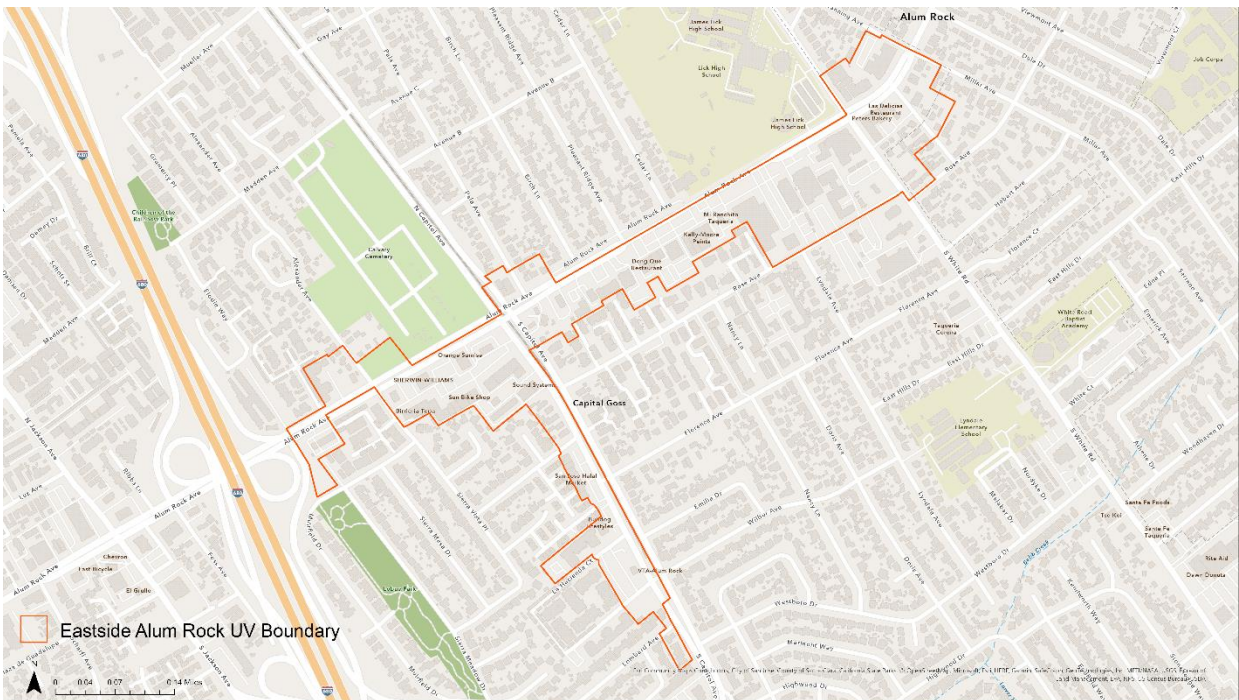
- A. Proposal clearly defines cost in spreadsheet format.
- B. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks. Consultant shall specify all individual staff hourly rates, hours, and total costs, subconsultant costs, and Community Based Organization costs per milestone/task. All cells must be filled. **DO NOT** leave blank or enter “-“. If there is no cost, enter “0”. A “0” indicates that staff and/or subconsultants and CBOs are not part of the work group for that milestone/task.
- C. Provide a direct and thorough response to your ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”

Attachment 1 – Vicinity and Locations Maps

Vicinity Map:



Location Map:



Attachment 2 – Eastside Alum Rock Urban Village Statement of Requirements

1. Project Scope

The selected Consultant shall work with City staff on the specific tasks outlined in the original Metropolitan Transportation Commission Priority Development Area Grant scope of work, which are listed below.

- Task 1 Project Startup
- Task 2 Data Collection & Analysis
- Task 3 Public Engagement Strategy
- Task 4 Workshop 1 (Vision, Assets, and Opportunities Workshop)
- Task 5 Develop and Prepare Conceptual Land Use Plans and Character Areas
- Task 6 Conceptual Plan, Rezoning and Character Areas Workshop (Workshop 2)
- Task 7 Draft Village Plan
- Task 8 Community Open House (Workshop 3)
- Task 9 Draft Plan Refinement
- Task 10 Planning Commission Public Hearing
- Task 11 City Council Public Hearing
- Task 12 Project Close Out
- Task 13 Community Advisory Group Meetings

2. Specific Tasks

The Consultant team shall work with City staff on the tasks which are described in detail below. Each task below indicates the Consultant team's role and includes a brief description to provide context for the subtasks. Consultant deliverables are listed below each subtask.

Task 1: Project Startup

Subtask 1.1: Kick-off meeting with City staff

The Consultant shall meet with City staff in person to tour the Eastside Alum Rock Urban Village area and review the project, scope of work, timeline, deliverables, and budget.

Consultant Deliverable: Attendance at kick-off meeting.

Subtask 1.2: Basemap, document template, and style guide creation

The Consultant shall create a basemap that will be used as the template for all maps created during the village process. The basemap shall include elements such as streets, parcels, village boundary, building outlines, neighborhood names, and landmarks. The Consultant shall also create a document template and style guide for the village plan document. The style guide shall be an extension of the Department of Planning, Building, and Code Enforcement's (PBCE) style guide and will include but shall not be limited to information pertaining to writing style, tone, formatting, colors, and typefaces. Consultant shall expect up to one round of City staff review on basemap, and one round of City staff review for document template and style guide creation.

Consultant Deliverable: Basemap with Adobe Illustrator package, document template in InDesign and style guide in Microsoft Word.

Task 2: Data Collection and Analysis

Subtask 2.1: Data collection and analysis

This task must be completed before Workshop 1 (Task 4). Consultant shall assist City staff in collecting, reviewing, and analyzing the following data sets below. The data set should generally be from the 2020 Census and latest 1-Year and 5-Year American Community Survey (ACS) provided by the Census Bureau and/or City data resources and may include, but is not limited to:

- Population, households, age, ethnicity, spoken language(s), place of birth, disability, income, and poverty status
- Displacement risk (residents and businesses): level of displacement risk, specific groups at risk of displacement
- Existing/proposed public transportation (including stop locations and frequencies), bike lanes (including information related to the type of bike lane) and pedestrian routes (including sidewalk dimensions)
- Transit ridership and multimodal traffic volume data
- Travel patterns: commute distance, mode, travel time, and vehicle availability
- Property ownership (including major landowners)
- Existing 'on the ground' land uses (inventory of housing, jobs, businesses, parks, neighborhood amenities/retail, community facilities, social services, and schools/playgrounds)

The data and analysis shall include properties within the village boundary and a ½ mile buffer from the village boundary. Consultant shall analyze the existing conditions and create a report with maps (or other visual aids), in coordination with City staff. The report shall be in a memorandum format in Microsoft Word. The contents of this report may be incorporated into the Urban Village Plan document. The maps shall be in Adobe Illustrator format. Consultant shall submit up to two progress drafts and expect up to two rounds of City review.

Consultant Deliverable: Raw and cleaned data in Microsoft Excel or similar format. Up to two progress drafts of the existing conditions report in Microsoft Word. Up to two rounds of City staff review of the completed Existing Conditions report in Microsoft Word and maps or other visual aids in Adobe Illustrator detailing the results of the existing conditions for the village and within a ½ mile buffer from the village boundary.

Subtask 2.2: Market analysis and report

This task must be completed before Workshop 1 (Task 4). The Consultant shall perform an economic analysis for the market area (including within the Village boundary and within one mile of the village boundary) which may include but is not limited to:

- Information pertaining to major landowners within the village boundary and which properties they own
- Inventory of existing businesses notating type of business sector, number of employees, number of jobs by wage/salary and occupation (with notations for businesses located within the Village boundary)

- Future market demand for commercial uses (e.g., office, retail) and descriptions of typical square footage demands categorized by sector
- Future market demand for residential uses (broken down by product type), description of local trends in residential and commercial real estate (both market rate and affordable residential)
- Expected patterns of growth, population projection and housing growth
- Feasibility analysis of mixed-use development (vertical and horizontal mixed-use).

Consultant shall submit up to two progress drafts and expect up to two rounds of City review.

Consultant Deliverable: Economic Analysis report in Microsoft Word and raw and cleaned data in Microsoft Excel or similar format. Up to two progress drafts of the Economic Analysis report, and up to two rounds of City staff review of the completed Economic Analysis report.

Task 3: Develop Public Engagement Strategy

Subtask 3.1: Develop outreach strategy

This task must be completed before Workshop 1 (Task 4). The Consultant shall develop an outreach strategy in partnership with the Consultant's local CBO partner. The outreach strategy shall outline public workshops, online engagement tools, and interactive activities all with an equitable approach. The strategy shall also seek to creatively and directly engage with historically underrepresented populations (including, but not limited to low-income, people of color, and small businesses), and shall employ an equitable means of communication with stakeholders by considering the "digital divide," and how residents within the village may access information. The outreach strategy shall consider the data gathered in Task 2.1.

The Consultant shall suggest outreach methods (may be based on prior experience) that have been successful for communities similar to the study area and surrounding areas. The outreach strategy shall include engagement with Neighborhood Groups and Business Associations identified by City staff. The Consultant shall provide the methodology for the suggested outreach methods in a memorandum format. The Consultant shall assist City staff in implementing the City-selected outreach methods. This assistance can include but is not limited to preparing outreach materials (e.g., handouts, graphics, presentations, interactive displays), and actively participating in engagement activities. (e.g., presenting, facilitating, walkabouts, pop-ups, note taker). The outreach strategy must include online engagement activities.

Consultant Deliverable: Attend up to two meetings to discuss outreach strategy and refinement of outreach strategy, and a draft and final memorandum in Microsoft Word detailing the outreach strategy.

Subtask 3.2: Develop and implement online engagement tools

This task will begin before Workshop 1 (Task 4) and will extend a few weeks after Workshop 2 (Task 6). Within this timeframe, up to two separate online engagement tools will be required. The Consultant shall work with City staff to develop online engagement tools that may include but are not limited to online interactive maps and surveys. This subtask shall rely on the strategy developed in subtask 3.1. The Consultant may be required to purchase a website domain or interactive outreach service and will be required to place this as a separate line item in the cost proposal (a range can be provided for this specific task). As part of the online engagement, this may include, but not limited to creating a webpage with surveys, creating an interactive mapping tool in which the public can place comments on where they would like to see certain improvements, or a 3D modeling tool that will place the public in a web-based built-out environment to get a better sense of the village build-out and public improvements. The Consultant shall activate the online engagement tool for public use before the workshops. If it is

determined in subtask 3.1 that an online survey or similar service will be most effective, the Consultant will be required to revise, monitor, and summarize results of any online surveys or comments submitted by the public. The Consultant shall provide translation of online engagement tools in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Link to the draft online engagement tools (Provided in English, Spanish, Vietnamese, and Tagalog), raw data and report of online engagement feedback, raw data and results of survey (if applicable).

Subtask 3.3: Develop informational handout materials

The Consultant shall coordinate with City staff to develop informational handout materials that may be used to inform the public and interested parties of the planning process, and how to participate in the process. In line with Task 1, the Consultant shall translate the material into other languages. In addition to English, the informational materials shall be developed in the other primary languages as determined by staff. The Consultant may be asked to print these informational handout materials. The purpose of these informational handout materials will be to educate and inform residents and business owners of the urban village process, purpose of the workshops, and ways to participate.

Consultant Deliverable: Draft informational handout materials in Microsoft Word and PDF. If any graphics were created for the informational handout materials, then the Illustrator files shall be submitted as well. The Consultant shall also provide translation of outreach materials in Spanish, Vietnamese, and Tagalog.

Task 4: Vision, Assets, and Opportunities Workshop (Workshop 1)

Subtask 4.1: Prepare exhibition boards and/or graphics, and community engagement materials for workshops

Workshop 1 shall consist of a discussion related to the vision of the future growth for the village, what assets exist in the community, and what are areas in need of improvement in the community and opportunities for positive change and growth.

The Consultant team shall create up to six exhibition boards (scaled to fit both a 24"x36" foam board and in Microsoft PowerPoint format) and graphics. Consultant shall expect up to two rounds of City staff review for the exhibition boards and graphics. The 24"x36" foam boards shall be used for in-person workshops only. The Consultant shall also prepare other materials for community engagement activities (not to exceed six distinct handouts and up to 10 graphics). The exhibition boards and/or graphics may include but are not limited to a map illustrating where the existing businesses, community gathering spaces, and housing units are located with the village boundary. The Consultant may be required to provide equipment for Workshop 1 (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment). Generally, the workshop should have a variety of information that would help the public provide comments and understand the planning process. The Consultant shall assist City staff with designing workshop activities and related materials for community members. The Consultant shall provide translation services (Spanish, Vietnamese, and Tagalog) for the materials distributed at the workshop (e.g., agenda, FAQ sheets, informational sheets, activity sheets, exhibit boards).

Consultant Deliverable: Up to six 24"x36" exhibition boards (scaled to fit a 24"x36" foam board and in Microsoft PowerPoint format), and graphics. Up to two rounds of City staff review for the exhibition boards. Equipment for the workshop (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment). Assist City staff with designing workshop activities and related materials for community members. Up to six distinct handouts and up to 10 graphics for the community engagement activities. The Adobe Illustrator files for all exhibition boards and graphics

created shall be submitted as well. The Consultant shall also provide translation of outreach materials in Spanish, Vietnamese, and Tagalog.

Subtask 4.2: Go live with online engagement tool

The Consultant shall work with City staff to activate the online engagement tools as determined and developed in subtask 3.1. The Consultant shall also provide translation of engagement tools in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Activate the online engagement tools provided in English, Spanish, Vietnamese and Tagalog.

Subtask 4.3: Vision, Assets, and Opportunities In-Person Workshop

There shall be a minimum of one in-person Vision, Assets, and Opportunities workshop (approximately 3 hours). The Consultant team shall attend and assist City staff with the in-person workshop which may include, but is not limited to presenting, taking photographs, note taking, facilitating table exercises with attendees, and setting up and breaking down the room. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5 Consultant staff). Consultants shall also support staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 4.4: Vision, Assets, and Opportunities Virtual Workshop

There shall be a minimum of one virtual Vision, Assets, and Opportunities workshop (approximately 3 hours). For the virtual workshop, the Consultant shall virtually attend, present, and assist City staff with the virtual logistics, community discussion, note taking, and taking screenshots throughout the meeting. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5 Consultant staff). Consultants shall also support staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion. Printed screen captures of notes taken at the virtual workshop. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 4.5: In-Person and Virtual Workshop 1 Debrief

The Consultant shall meet with City staff (up to one hour) to debrief on the In-Person and Virtual Workshop 1. The meeting may be held virtually. The Consultant shall share observations, issues, improvements, and successes of the workshops. This information will be used to improve subsequent workshops.

Consultant Deliverable: Attend meeting, provide verbal observations, issues, improvements, and successes of the workshops.

Subtask 4.6: Prepare the workshop summaries and workshop transcripts

The Consultant shall prepare two documents: a workshop summary, and a transcription of all public comments received categorized by topic area. The Consultant shall submit draft documents in Microsoft Word form and shall address City comments and edits as necessary and submit final documents in both Microsoft Word and PDF formats. Consultant shall expect one round of City staff review. As specified in section A1, translation of the workshop summary and public comments may be required. The transcription of the public comments shall be provided in English to City staff in a memorandum format in Microsoft Word format for every community workshop.

Consultant Deliverable: Workshop summary in Microsoft Word and PDF, transcription in English of all public comments received at the workshops in Microsoft Word and PDF.

Task 5: Develop and Prepare Character Areas and Conceptual Plans, Maps, and Diagrams, and Anti-Displacement Strategies

Subtask 5.1: Prepare conceptual land use maps and character areas

The Consultant shall assist City staff in creating conceptual land use maps (up to three) based on community feedback obtained from the workshops in subtasks 4.3 and 4.4, City staff direction, existing conditions report (Subtask 2.1), market analysis (Subtask 2.2), and the historic report provided by the City and prepared by a separate Consultant. Consultant shall submit drafts for City staff review. City staff will review the land use maps and select certain land use maps for refinement. These refined land use maps will be used in subsequent tasks. Consultant shall expect two rounds of City staff review of the land use maps. The Consultant team shall assist City staff in creating Character Areas. Character Areas are subareas within the Village boundary that have unique characteristics and are identified for various kinds of growth (residential, employment, mixed-use). Development of the Character Areas should be guided by community feedback as well (if applicable). Consultant shall utilize the base map created in subtask 1.2 to delineate and create the distinct Character Areas map(s). Consultant shall expect two rounds of City staff review of the Character Areas and map(s).

Consultant Deliverable: Submittal of three alternative draft conceptual land use maps. Up to two rounds of City staff review of land use maps. Assisting City staff with creation of Character Areas and up to two drafts of the character areas and map(s) in PDF and Illustrator.

Subtask 5.2: Prepare height diagrams

The Consultant shall prepare graphic height diagrams and 3D drawings to illustrate what the potential build-out of the village would be by using the land use designations, development standards, other applicable design standards, and industry standards. The height diagrams and 3D drawings shall depict the predominant land use structure. Consultant shall prepare the height diagrams and 3D drawings (up to three distinct height diagrams and 3D drawings). The Consultant shall submit progress drafts to City staff for review (up to two).

Consultant Deliverable: Up to two progress drafts of the height diagrams and 3D drawings to City staff for review. Up to three distinct height diagrams and 3D drawings. 3D drawings can be made in SketchUp or similar program. Height diagrams shall be submitted in PDF and Illustrator.

Subtask 5.3: Technical Advisory Committee (TAC) and Consultant joint meeting in a charrette/interactive format

City staff and the Consultant shall meet in-person in a charrette format meeting or similar meeting style to share ideas and formulate a streetscape and circulation plan, and an open space plan (up to 2 meetings; 1 hour each). The Consultant shall adapt the materials and activities developed for Workshop 1 (subtask 4.3 and 4.4) for this meeting, be an active participant in their subject matters, and take

detailed notes of the discussion. These notes shall be shared with City staff after the meeting in Microsoft Word format.

Consultant Deliverable: Attend meeting in-person and submit meeting notes in Microsoft Word.

Subtask 5.4: Prepare streetscape and circulation maps

The Consultant shall prepare streetscape and circulation maps (up to two) that take into account the land use maps created in subtask 5.1, city transportation documents (e.g., Better Bikeways Plan, Complete Streets, East San José MTIP), the public transportation system (existing and planned), community feedback, the discussion in subtask 5.3, and City staff goals. The streetscape and circulation strategies may either be illustrated together in one map, or two separate maps (one map for streetscape improvements with a cross section diagram, and another map for circulation strategy). The conceptual streetscape and circulation strategy shall focus on improving bicycle, pedestrian, and transit access within the village area. It shall also plan for the vehicular circulation in, around, and within the Village area. These maps shall depict the conceptual streetscape and circulation network for the village area. Consultant shall also prepare up to four prototyping streetscape sections or annotated 3D sketches (using SketchUp or similar program) illustrating building, streetscape, and corridor interface conditions. There shall be a maximum of four revisions of the streetscape and circulation plan, and computer aided 3D sketches of streetscape sections.

Consultant Deliverable: Up to two distinct streetscape and circulation diagrams in PDF and Illustrator. Up to four computer aided 3D sketches of proposed streetscape sections that illustrate building, streetscape, and corridor interface conditions. Up to four rounds of City staff review.

Subtask 5.5: Prepare open space maps

The Consultant shall prepare up to two open space maps/diagrams that take into account the land use maps refined in subtask 5.1, staff feedback in subtask 5.3, existing neighborhood context, community feedback, City staff goals, and Parks, Recreation, and Neighborhood Services documents and policies. These maps/diagrams shall depict the conceptual plan for open space (privately and publicly owned) for the village area. There shall be a maximum of three revisions of the open space plans.

Consultant Deliverable: Up to two open space maps/diagrams in PDF and Illustrator. Up to three rounds of City staff review.

Subtask 5.6: Refine anti-displacement business and housing strategy

The Consultant shall review the small business and resident anti-displacement strategy developed for the Five Wounds Urban Village plan. Then, based on the existing conditions analysis in Task 2.1 and community input, the Consultant shall develop a strategy for the Eastside Alum Rock Urban Village, which identifies what Five Wounds strategies are applicable to Eastside Alum Rock and, if there are any additional strategies that should be developed.

Part of the housing strategy shall be reviewing the land use designations and densities needed to support affordable housing developments. The strategy may be based on existing city policy documents, if applicable and available. The deliverable may consist of graphic/visual support. There shall be a maximum of three revisions.

Consultant Deliverable: Refine anti-displacement strategies/policies for existing businesses and at-risk housing. Up to three rounds of City staff review.

Subtask 5.7: Technical Advisory Committee (TAC) and Consultant joint meeting in a charrette/interactive format (up to 2 meetings; 1 hour each)

City staff and Consultant team will meet in-person with the Technical Advisory Committee to discuss the results of subtasks 5.1, 5.2, 5.4, 5.5 and 5.6. City staff are open to virtual meetings if circumstances require. This meeting may be in a charrette format meeting or similar meeting style to share ideas and potential solutions. The Consultant shall take notes.

Consultant Deliverable: Attend meeting in-person or virtual if circumstances require, provide meeting notes.

Subtask 5.8: Refine the land use, height, streetscape/circulation, open space, and anti-displacement concepts based on the comments from meeting with Technical Advisory Committee

Consultant team will further refine the land use maps, height diagrams, streetscape and circulation plans, open space diagrams and anti-displacement strategies and finalize them for the workshops based on the comments received from City staff and Technical Advisory Committee (received in subtask 5.7).

Consultant Deliverable: Refined land use maps, height diagrams and 3D drawings, streetscape and circulation plans, open space diagrams, and refined list of anti-displacement strategies.

Task 6: Conceptual Plan, Rezoning, and Character Areas Workshop (Workshop 2)

Subtask 6.1: Go live with online engagement tool

The Consultant shall work with City staff to activate the online engagement tools as determined and developed in subtask 3.2.

Consultant Deliverable: Activate the online engagement tools.

Subtask 6.2: Prepare exhibition boards and/or graphics, and community engagement materials for workshops

Workshop 2 shall consist of a discussion related to, but not limited to land use, height, building design, street interface, circulation and streetscape, and open space. Workshop 2 may also discuss refinement of Character Areas.

The Consultant team shall create up to six exhibition boards (scaled to fit both a 24"x36" foam board and in Microsoft PowerPoint format) and graphics. Consultant shall expect up to two rounds of City staff review for the exhibition boards and graphics. The 24"x36" foam boards shall be used for in-person workshops only. The Consultant shall also prepare other materials for community engagement activities (not to exceed six distinct handouts and up to 10 graphics). The exhibition boards and/or graphics may include, but are not limited to land use maps, informational board on rezoning actions, character area maps, streetscape and circulation maps, and open space maps. The Consultant may be required to provide equipment for Workshop 2 (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment) for in-person workshops. The workshop should have a variety of information that would help the public understand the information, provide comments, and understand the planning process. The Consultant shall assist City staff with designing workshop activities and related materials for community members. The Consultant shall provide translation services (Spanish, Vietnamese, and Tagalog) for the materials distributed at the workshop (e.g., agenda, FAQ sheets, informational sheets, activity sheets, exhibit boards).

Consultant Deliverable: Up to six 24"x36" exhibition boards (scaled to fit a 24"x36" foam board and in Microsoft PowerPoint format) and graphics. Up to two rounds of City staff review for the exhibition boards. Equipment for the workshop (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment). Assist City Staff with designing workshop activities and related materials for community members. Up to six distinct handouts and up to 10 graphics for the community engagement activities. The Adobe Illustrator files for the exhibition boards/graphics created

shall be submitted as well. The Consultant shall also provide translation of outreach materials in Spanish, Vietnamese, and Tagalog.

Subtask 6.3: Conceptual Plan, Rezonings, and Character Area In-Person Workshop

There shall be a minimum of one in-person Conceptual Plan and Character Areas Workshop (approximately 3 hours). The Consultant team shall provide translation and interpretive services and attend and assist city staff with the in-person workshop which may include, but is not limited to presenting, taking photographs, presenting, note taking, facilitating table exercises with attendees, and setting up and breaking down the room. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5 Consultant staff). Consultants shall also support City staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog throughout the planning process. At a minimum, the translators shall provide translation services for the materials distributed at the workshop (e.g., agenda, FAQ sheets, informational sheets, activity sheets, exhibit boards), interpretive services (simultaneous and subsequent interpretation) at the workshops, transcription of all public comments, and translation of outreach materials (including the online engagement tool in subtask 3.2). The transcription of the public comments shall be provided to City staff in a memorandum format in Microsoft Word format for every community workshop.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 6.4: Conceptual Plan, Rezonings, and Character Area Virtual Workshop

There shall be a minimum of one virtual Conceptual Plan and Character Area workshop (approximately 3 hours). For the virtual workshop, the Consultant shall virtually attend, present, and assist City staff with the virtual logistics, community discussion, note taking, and taking screenshots throughout the meetings. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5 Consultant staff). Consultants shall also support City staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion. Printed screen captures of notes taken at the virtual workshop. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 6.5: In-Person and Virtual Workshop 2 debrief

The Consultant shall meet with City staff (up to one hour) to debrief on the In-Person and Virtual Workshop 2. The meeting may be held virtually. The Consultant shall share observations, issues, improvements, and successes of the workshops. This information will be used to improve subsequent workshops.

Consultant Deliverable: Attend meetings, provide verbal observations, issues, improvements, and successes at workshops.

Subtask 6.6: Prepare the workshop summary

The Consultant shall prepare two documents: a workshop summary and a transcription of all public comments received categorized by topic area. The Consultant shall submit draft documents in Microsoft Word format and shall address City comments and edits as necessary and submit final documents in

both Microsoft Word and PDF formats. Consultant shall expect one round of City staff review. As specified in section A1, translation of the workshop summary and public comments may be required. The transcription of the public comments shall be provided in English to City staff in a memorandum format in Microsoft Word format for every community workshop.

Consultant Deliverable: Workshop summary in Microsoft Word and PDF, transcription in English of all public comments received at the workshop in Microsoft Word and PDF.

Task 7: Draft Village Plan

Subtask 7.1: Assist City staff with the Introduction Chapter

City staff shall draft the introduction chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft introduction chapter and provide input as necessary to align with the concepts in the land use, open space, urban design and placemaking, streetscape and circulation, and implementation chapters. The Consultant shall assist City staff in drafting vision guiding principles, policies, standards, and guidelines. The Consultant shall provide graphics/visuals (such as maps, diagrams, illustrations, infographics, etc.) to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on introduction chapter, ensure the concepts align with the land use, open space, urban design and placemaking, streetscape and circulation, and implementation chapters. Assist City staff with drafting vision guiding principles, policies, standards, and guidelines. Create up to 10 graphics/visuals and expect up to three rounds of revisions. The draft introduction chapter shall be provided in Microsoft Word. Graphics/visuals shall be provided in PDF and Illustrator formats.

Subtask 7.2: Assist City staff with the Land Use Chapter

City staff shall draft the land use chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft land use chapter and provide input as necessary to align with the concepts in the introduction, open space, urban design and placemaking, streetscape and circulation, and implementation chapters. The Consultant shall assist City staff in drafting land use policies, standards, and guidelines. The Consultant shall revise the land use map and height diagram based on feedback received at the second workshop series and City staff comments. The Consultant shall utilize past experience and knowledge with long-range policy documents in reviewing the land use chapter and assisting City staff in drafting land use policies, standards, and guidelines. The Consultant shall continue to assist City staff with anti-displacement policies that are focused on existing businesses and residents. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on land use chapter, ensure the concepts align with the introduction, open space, urban design and placemaking, streetscape and circulation, and implementation chapters. Assist City staff with drafting land use policies, standards, and guidelines, anti-displacement businesses policies, and housing policies. Revise the land use map and height diagram, create up to 10 graphics/visuals, and expect up to three rounds of revisions. The draft land use chapter and policies, standards, and guidelines shall be provided in Microsoft Word. Graphics/visuals shall be provided in PDF and Illustrator formats.

Subtask 7.3: Assist City staff with the Open Space Chapter

Eastside Alum Rock Urban Village

City staff shall draft the open space chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft open space chapter and provide input as necessary to align with the concepts in the introduction, land use, urban design and placemaking, streetscape and circulation, and implementation chapters. The chapter will be created in coordination with the City of San José Department of Parks, Recreation and Neighborhood Services, the Department of Transportation, and the Department of Public Works. The Consultant shall revise the open space diagrams. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on Open Space Chapter, ensure the open space concepts align with the introduction, land use, urban design and placemaking, streetscape and circulation, and implementation chapters. Assist City staff with drafting open space policies, standards, and guidelines. Revise the open space diagrams, create up to 10 graphics/visuals, and expect up to three rounds of revisions. The draft open space chapter and policies, standards, and guidelines shall be in Microsoft Word. Graphics/visuals shall be in PDF and Illustrator formats.

Subtask 7.4: Assist City staff with the Urban Design and Placemaking Chapter

City staff shall draft the urban design and placemaking chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft urban design and placemaking chapter and provide input as necessary to align with the concepts in the introduction, land use, open space, streetscape and circulation, and implementation chapters. The Consultant shall assist City staff in drafting urban design and placemaking policies, standards, and guidelines. Design standards shall be objective and measurable consistent with State Law SB330. The Citywide Design Standards and Guidelines (CWDSG) document shall be used as the base document, and if there are design considerations that are missing from the CWDSG document and are unique to the Eastside Alum Rock Urban Village, these design considerations shall be created by the Consultant and provided in the village plan. The Urban Village Plan shall not repeat policies, standards, or guidelines contained within the CWDSG. The urban design and placemaking chapter policies, standards, and guidelines shall be drafted with community concerns and feedback, and City staff guidance. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on urban design and placemaking chapter, ensure the concepts align with the introduction, land use, open space, streetscape and circulation, and implementation chapters. Assist City staff with drafting urban design and placemaking policies, standards, and guidelines. Create up to 10 graphics/visuals that support and/or convey the urban design and placemaking strategy and/or specific urban design and placemaking standards and/or guidelines. Consultant shall expect up to three City staff reviews. The draft urban design and placemaking chapter and policies, standards, and guidelines shall be provided in Microsoft Word. Graphics/visuals shall be provided in PDF and Illustrator formats.

Subtask 7.5: Assist City staff with the Streetscape and Circulation Chapter

City Staff shall draft the Circulation and Streetscape Chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft streetscape and circulation chapter and provide input as necessary to align with the concepts in the introduction, land use, open space, urban design and placemaking, implementation chapters. The Consultant shall assist City staff in drafting streetscape and circulation policies, standards, and guidelines. The Consultant shall revise the streetscape and circulation diagrams based on the Technical Advisory Meetings, public comments, and workshop discussions, and in coordination with City staff. City staff shall coordinate with Department of Transportation and the Department of Public Works on this chapter. This chapter shall be consistent with the City of San José Complete Streets Design Standards and Guidelines. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on streetscape and circulation chapter, ensure the concepts align with the introduction, land use, open space, urban design and placemaking, and implementation chapters. Assist City staff with drafting streetscape and circulation policies, standards, and guidelines. Revise the streetscape and circulation diagrams, create up to 10 graphics/visuals, and expect up to three rounds of revisions. The draft streetscape and circulation chapter and policies, standards, and guidelines shall be in Microsoft Word. Graphics/visuals shall be provided in PDF and Illustrator formats.

Subtask 7.6: Assist City staff with the Implementation Chapter

City staff shall draft the implementation chapter with assistance and peer review by the Consultant. The Consultant shall assist with the refinement of the draft Implementation chapter and provide input as necessary to align with the concepts in the introduction, land use, open space, urban design and placemaking, and streetscape and circulation chapters. The Consultant shall revise the open space diagrams. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Provide input on Implementation Chapter, ensure the chapter aligns with the introduction, land use, open space, urban design and placemaking, and streetscape and circulation chapters. Assist City staff with drafting Implementation actions and funding strategies. Create up to 10 graphics/visuals and expect up to three rounds of revisions. The draft implementation chapter and actions and funding strategies shall be in Microsoft Word. Graphics/visuals shall be in PDF and Illustrator formats.

Subtask 7.7: Draft Appendices

The Consultant shall draft the appendices per City staff direction. The appendices may include an overview of the village planning process (including workshop notes and public comments), an existing conditions chapter and a glossary. The Consultant shall provide graphics/visuals to support the contents of the chapter as requested by City staff (up to 10 graphics/visuals). Consultant shall expect up to three City staff reviews.

Consultant Deliverable: Appendices which may include an overview of the village planning process (including workshop notes and public comments) an existing conditions chapter and a glossary. Create up to 10 graphics/visuals. And expect up to three rounds of revisions. The draft appendices shall be submitted in Microsoft Word and PDF. Graphics/visuals shall be submitted in PDF and Illustrator formats.

Subtask 7.8: Meet with Technical Advisory Committee (TAC)

Consultant team together with City's project manager shall present the draft plan to the TAC at an in-person meeting (assume one meeting; up to two hours). The purpose of this meeting is to preview the draft Village Plan and obtain initial feedback prior to public viewing.

Consultant Deliverable: Attend meetings to assist with TAC discussion, prepare presentation and provide meeting notes.

Subtask 7.9: Refine Village Plan Chapters and associated graphics/maps

The Consultant shall refine the graphics/visuals created in subtasks 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6 based on TAC and/or community advisory group comments if such meetings are held.

Consultant Deliverable: Document, maps, and graphic refinements.

Task 8: Community Open House (Workshop 3)

Subtask 8.1: Prepare exhibition boards and/or graphics and community engagement materials for workshops

Workshop 3 shall consist of a discussion related to the draft village plan.

The Consultant team shall create up to six exhibition boards (scaled to fit both a 24"x36" foam board, and in Microsoft PowerPoint format) and/or graphics. Consultant shall expect up to two rounds of City staff review for the exhibition boards and graphics. The 24"x36" foam boards shall be used for in-person workshops only. The Consultant shall also prepare other materials for community engagement activities (not to exceed six distinct handouts and up to 10 graphics). The exhibition boards and/or graphics may include but are not limited to land use map (with an overlay of existing businesses, assets, historic structures), height diagram, shade and shadow study, open space diagram, streetscape and circulation diagram, urban design concepts. Some of these maps/visuals may be reused from previous workshops. The other visual materials may consist of graphics that aid in the public's understanding of the content. The Consultant may be required to provide equipment for Workshop 3 (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment) for in-person workshops. The workshop should have a variety of information that would help the public provide comments and understand the draft village plan. The Consultant shall assist City staff with designing workshop activities and related materials for community members. The Consultant shall provide translation services (Spanish, Vietnamese, and Tagalog) for the materials distributed at the workshop (e.g., agenda, FAQ sheets, informational sheets, activity sheets, exhibit boards). The purpose of the workshop is to obtain feedback on the draft village plan from the participants.

Consultant Deliverable: Up to six 24"x36" exhibition boards scaled to fit a 24"x36" foam board and in Microsoft PowerPoint format) and graphics. Consultant shall expect up to two rounds of City staff review for the exhibition boards and graphics. Equipment for the workshop (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment). Assist City Staff with designing workshop activities and related materials for community members. Up to six distinct handouts and up to 10 graphics for the community engagement activities. The Adobe Illustrator files for the exhibition boards/graphics created shall be submitted as well. The Consultant shall also provide translation of outreach materials in Spanish, Vietnamese, and Tagalog.

Subtask 8.2: In-person Community Open House

There shall be a minimum of one in-person Community Open House Workshop (approximately 3 hours). The Consultant shall attend the meeting and assist city staff with the in-person workshop which may include, but are not limited to presenting, taking photographs, note taking, facilitating small group discussions with attendees, and setting up and breaking down the room. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5 Consultant staff). Consultants shall also support City staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 8.3: Virtual Community Open House

There shall be a minimum of one virtual Community Open House workshop (approximately 3 hours). For the virtual workshop, the Consultant shall virtually attend, present, and assist City staff with the virtual logistics, community discussion, note taking, and taking screenshots throughout the meeting. The Consultant team shall provide enough Consultant staff to assist with this workshop (anticipate up to 5

Consultant staff). Consultants shall also support City staff in their respective technical roles. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Consultant Deliverable: Attend workshop, and provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion. Printed screen captures of notes taken at the virtual workshop. The Consultant shall provide translation and interpretive services in Spanish, Vietnamese, and Tagalog.

Subtask 8.4: In-person and Virtual Community Open House debrief

The Consultant shall meet with City staff (up to two hours) to debrief on the In-Person and Virtual Community Open House (Workshop 3). The meeting may be held virtually. The Consultant shall share observations, issues, improvements, and successes of the workshops.

Consultant Deliverable: Attend meeting, provide verbal observations, issues, improvements, and successes at workshops.

Subtask 8.5: Prepare the Workshop Summary

The Consultant shall prepare two documents: a workshop summary and a transcription of all public comments received categorized by topic area. The Consultant shall submit draft documents in Microsoft Word form and shall address City comments and edits as necessary and submit final documents in both Microsoft Word and PDF formats. Consultant shall expect one round of City staff review. As specified in section A1, translation of the workshop summary and public comments may be required. The transcription of the public comments shall be provided in English to City staff in a memorandum format in Microsoft Word format for every community workshop.

Consultant Deliverable: Workshop summary in Microsoft Word and PDF, transcription in English of all public comments received at the workshop in Microsoft Word and PDF.

Task 9: Draft Plan Refinement

Subtask 9.1: Refine the Village Plan document

The Consultant shall refine the Draft Village Plan based on the comments received at Workshop 3, TAC/community advisory group meetings (if they are held), and from City staff. The Draft Village Plan refinement may require multiple revisions in coordination with City staff (up to three revisions). All text revisions shall be performed in track changes in Microsoft Word.

Consultant Deliverable: Up to three rounds of revisions. Graphic shall be submitted as PDF and Illustrator formats.

Subtask 9.2: Transpose the Village Plan document from Microsoft Word to InDesign template

After incorporating all City comments, edits, and redlines and incorporating the comments received from the Open House and Advisory Group/focus groups (with coordination and direction from City staff), the Consultant shall transpose the Village Plan document from Microsoft Word into the InDesign template (developed in subtask 1.2) and format the document as desired by the City. The Consultant shall receive approval from the City on the document template prior to transposing the Village Plan document into the new format. Consultant shall submit progress drafts to City staff for review (up to three progress drafts). Consultant shall expect up to three rounds of review with City staff.

Consultant Deliverable: Submittal of up to three progress drafts to City staff for review. Up to three rounds of review with City staff. Draft Village Plan in InDesign, Microsoft Word and PDF.

Task 10: Planning Commission Public Hearing

Subtask 10.1: Make changes to the Village Plan document based on Planning Commission recommendations, as needed

The Consultant shall modify plan diagrams or figures (land use, height diagram etc.) as needed to reflect the Planning Commission recommendation to Council. These modified diagrams would be included in the Planning Commission to Council memo to inform Council of the Planning Commission's proposed changes to staff's recommendation.

Consultant Deliverable: Modified diagrams or figures.

Task 11: City Council Public Hearing

Subtask 11.1: Make changes to the Village Plan based on City Council approval, as needed

The Consultant shall assist City staff with changes to the Village Plan (i.e., text and/or graphics) per City Council direction and approved motion.

Consultant Deliverable: Text changes shall be provided in Microsoft Word in track changes for City staff review, graphic changes shall be provided in Illustrator and PDF formats.

Task 12: Project Close Out

Subtask 12.1: Submit final package

The Consultant shall submit all final Microsoft Word documents, Illustrator packages, and other complete data/graphics/files created during the Village planning process.

Consultant Deliverable: Microsoft Word documents, Illustrator packages, and other complete data/graphics/files created during the Village planning process.

Subtask 12.2: Debrief/close out meeting

The Consultant and City staff shall meet (either in person or by phone) to identify challenges/areas of improvement, overall village effort experience, unexpected/difficult tasks, and positive outcomes (maximum of two hours).

Consultant Deliverable: Attend close out meeting

Task 13: Community Advisory Group Meetings

The Consultant shall meet with City staff and community advisory group members (nine meetings; each potentially for a duration of up to two hours) to provide community advisory group members information on the project and to obtain their input. These meetings are anticipated to be in person if they occur. The Consultant shall provide major updates, milestones, and next steps in the project schedule (including but not limited to existing conditions, outreach strategy, workshop summaries, and draft plan updates and progress reports). The Consultant shall be an active participant (including but not limited to presenting information, facilitating discussion/Q&A, and taking notes). These notes shall be shared with City staff after the meeting in Microsoft Word format.

Consultant Deliverable: Attend meetings, present and facilitate discussions/Q&A's, provide meeting notes in Microsoft Word format.

3. List of Meetings:

Kick Off Meeting	In-Person
Workshop 1 In-Person	In-Person
Workshop 1 Virtual	Virtual
Debrief of In-person and Virtual Workshop 1	Virtual
Technical Advisory Committee (TAC) and Consultant joint meeting (up to 2 meetings; up to 1 hour each)	In-Person (Virtual Optional)
Meet with the TAC to review conceptual land use plan and transportation diagram in an interactive format meeting (up to 2 meetings)	In-Person (Virtual Optional)
Workshop 2 In-Person	In-Person
Workshop 2 Virtual	Virtual
Debrief of In-Person and Virtual Workshop 2	Virtual
Meet with Technical Advisory Committee/focus groups (TAC) to review the draft Village Plan (Up to 2 Meetings)	In-Person (Virtual Optional)
Community Open House In-Person	In-Person
Community Open-House Virtual	Virtual
Debrief of In-Person and Virtual Community Open-House	Virtual
Debrief / Close Out Meeting Virtual	Virtual
Community Advisory Group Meetings: nine meetings	In-Person

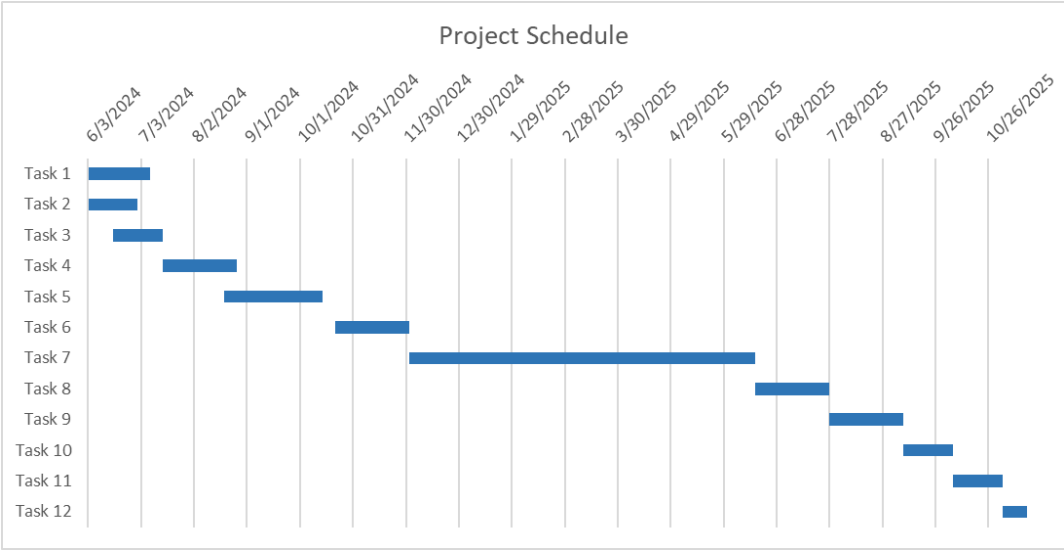
4. Deliverables and Schedule of Performance

The selected Consultant shall provide the City the deliverables listed in the table below. The final schedule will be established with the selected Consultant.

The Selected Consultant shall provide:

- Fully editable PDF copy of complete report addressing all items in the final scope-of-work
- A Microsoft Word document of the completed report, as approved by the City Council.
- All electronic source files used to create the abovementioned complete report. This includes but not limited to: Adobe InDesign files, Adobe Illustrator files, links, fonts, etc.
- All electronic supplementary files to the abovementioned complete report.

5. Project Schedule Gantt Chart



6. Eastside Alum Rock Urban Village Timeline and Deliverables:

TASKS	DELIVERABLE	DATES
Task 1 Project Startup	Basemap and style guide	June 2024
Task 2 Data Collection & Analysis	Existing Conditions and Economic Analysis Report	June 2024
Task 3 Public Engagement Strategy	Outreach strategy, online engagement tools, and informational handout materials	June 2024
Task 4 Workshop 1 (Vision, Assets, and Opportunities Workshop)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	July 2024
Task 5 Develop and Prepare Character Areas and Conceptual Plans, Maps, and Diagrams, and Anti-Displacement Strategies	Character areas, conceptual land use, streetscape and circulation, and open space plans and associated maps and diagrams, and anti-displacement strategies.	Aug 2024 to Oct 2024
Task 6 Conceptual Plan, Rezoning and Character Areas Workshop (Workshop 2)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	Oct 2024 – Dec 2024
Task 7 Draft Village Plan	Draft Urban Village Plan.	Dec 2024 to Jun 2025
Task 8 Community Open House (Workshop 3)	In-person/virtual workshops and associated materials, summaries, transcripts and debrief.	Jun 2025 – Jul 2025
Task 9 Draft Plan Refinement	Refine Village Plan Document and transpose to Word and InDesign	Jul 2025 - Sept 2025
Task 10 Planning Commission Public Hearing	Refine Village Plan document based on Planning Commission recommendations	Sept - Oct 2025
Task 11 City Council Public Hearing	Refine Village Plan based on City Council approval	Oct - Nov 2025
Task 12 Project Close Out	Submit final package	Nov 2025
Task 13 Community Advisory Group Meetings (9 meetings)	Provide major updates, milestones, and next steps in the project schedule and be an active participant.	TBD

Attachment 3 – Required City and Local Assistance Procedures Manual Exhibits

Exhibit List

Exhibit A – Proposal Certification Form

Exhibit B – [Exhibit 10i Notice to Proposers DBE Information](#)

Exhibit C – [Exhibit 10o1 Consultant Proposal DBE Commitment Form](#)

Exhibit D – [Exhibit 15h Proposer-Contractor DBE Good Faith Efforts Form](#)

Exhibit E – [Exhibit 10-Q Disclosure of Lobbying Activities](#)

Exhibit F - Previous Customer Reference Sheet

Exhibit G – Cost Proposal

Exhibit H – [Exhibit 10o2 Consultant Contract DBE Commitment Form](#)

Exhibit I – Insurance Requirements

Exhibit J – Insurance Requirements Acknowledgement Form

Exhibit K – City of San Jose Consultant Agreement Template Eastside Alum Rock

Exhibit L - Community Based Organizations List

Exhibit M – Eastside Alum Rock Location Map

Exhibit A – PROPOSAL CERTIFICATION

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-Mail:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-bid conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant’s executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	%
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		12. Preparer's Signature _____	13. Date _____
21. Local Agency Representative's Signature _____	22. Date _____	14. Preparer's Name _____	15. Phone _____
23. Local Agency Representative's Name _____	24. Phone _____	16. Preparer's Title _____	
25. Local Agency Representative's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT F – PREVIOUS CUSTOMER REFERENCE FORM

At the time of proposal submission a minimum of three project summaries completed within the last 8 years are required from Consultants that demonstrate that the consultant has the required qualifications sought by the City. Please submit these project summaries using this attachment. Only one copy of the form is provided in the RFP package. Consultants are required to copy the form as required to meet the submission requirements.

[illegible]

Company Name: _____

Task #	Deliverable	Prime Consultant													Prime Cost To
		Staff #1		Staff #2		Staff #3		Staff #4		Staff #5		Staff #6			
		[Enter Name]	[Enter Name]	[Enter Name]	[Enter Name]	[Enter Name]	[Enter Name]	[Enter Name]	[Enter Name]						
		[Enter Position]	[Enter Position]	[Enter Position]	[Enter Position]	[Enter Position]	[Enter Position]	[Enter Position]	[Enter Position]						
		Hours	[Enter Rate]	Hours	[Enter Rate]	Hours	[Enter Rate]	Hours	[Enter Rate]	Hours	[Enter Rate]	Hours	[Enter Rate]	Hours	
0	Consultant/Staff Coordination Meetings x 20 - 1 hr meetings		0		0		0		0		0		0		0
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
Task 1: Project Startup															
1.1	Kick off meeting with City Staff		0		0		0		0		0		0		
1.2	Basemap, document template, and style guide creation	a) Basemap with Adobe Illustrator package		0		0		0		0		0		0	
		b) Document template in Microsoft Word		0		0		0		0		0		0	
		c) Style Guide in Microsoft Word		0		0		0		0		0		0	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
Task 2: Data Collection and Analysis															
2.1	Data Collection and Analysis	a) Raw and cleaned data		0		0		0		0		0		0	
		b) Up to two progress drafts of the Existing Conditions Report		0		0		0		0		0		0	
		c) Maps and other visual aids		0		0		0		0		0		0	
2.2	Market Analysis and Report	a) Up to two progress drafts of the Economic Analysis report		0		0		0		0		0		0	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
Task 3: Develop Public Engagement Strategy															
3.1	Develop Outreach Strategy	a) Attend two Meetings		0		0		0		0		0		0	
		b) Final memorandum in Microsoft Word		0		0		0		0		0		0	
3.2	Develop and implement online engagement tools	a) Link to the draft online engagement tools		0		0		0		0		0		0	
		b) Provide engagement tools in English, Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
		c) Raw data and report of online engagement feedback		0		0		0		0		0		0	
3.3	Develop informational handout materials	d) Raw data and survey results		0		0		0		0		0		0	
		a) Informational handout materials in Microsoft Word and PDF		0		0		0		0		0		0	
		b) If any graphics submit Illustrator files		0		0		0		0		0		0	
		c) Translation of outreach materials in Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
Task 4: Workshop 1 Vision, Assets, and Opportunities Workshop (Workshop 1)															
4.1	Prepare exhibition boards and/or graphics, and community engagement materials for workshops	a) Up to six 24" x36" exhibition foam boards		0		0		0		0		0		0	
		b) Equipment for the workshop		0		0		0		0		0		0	
		c) Designing workshop activities and related materials for community members		0		0		0		0		0		0	
		d) Up to six distinct handouts		0		0		0		0		0		0	
		e) Up to ten graphics		0		0		0		0		0		0	
		f) Translation of outreach materials in Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
4.2	Go live with online engagement tool	a)Activate online engagment tools provided in English, Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
4.3	Vision, Assets, and Opportunities In-Person Workshop	a) Attend Workshop		0		0		0		0		0		0	
		b) Provide assistance including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room		0		0		0		0		0		0	
		c) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
4.4	Vision, Assets, and Opportunities Virtual Workshop	a) Attend Workshop		0		0		0		0		0		0	
		b) Provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion		0		0		0		0		0		0	
		c) Printed screen captures of notes		0		0		0		0		0		0	
		d) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0		0		0		0		0		0	
4.5	In-Person & Virtual Workshop debrief	a) Attend Meeting		0		0		0		0		0		0	
		b) Workshop Observations		0		0		0		0		0		0	
4.6	Prepare the workshop summaries and workshop transcripts	a) Workshop Summary in Microsoft Word & PDF		0		0		0		0		0		0	
		b) Transcription of all Public Comments		0		0		0		0		0		0	

Subtotal	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0
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Task 5: Develop and Prepare Character Areas and Conceptual Plans, Maps, and Diagrams, and Anti-Displacement Strategies													
5.1	Prepare conceptual land use maps and character areas	a) Submit three alternative draft conceptual Land Use maps	0	0	0	0	0	0	0	0	0	0	0
b) Assist with creation of Character areas		0	0	0	0	0	0	0	0	0	0	0	
c) Up to two drafts of the character areas and map(s) in PDF and Illustrator		0	0	0	0	0	0	0	0	0	0	0	
5.2	Prepare height diagrams	a) Two progress drafts of Height diagrams and 3D drawings	0	0	0	0	0	0	0	0	0	0	0
b) Up to three distinct height diagrams and 3D drawings		0	0	0	0	0	0	0	0	0	0	0	
5.3	Technical Advisory Committee (TAC) and consultant joint meeting in a charrette/interactive format	a) Attend Meeting	0	0	0	0	0	0	0	0	0	0	0
b) Submit meeting notes		0	0	0	0	0	0	0	0	0	0	0	0
5.4	Prepare streetscape and circulation maps	a) Two distinct streetscape and circulation diagrams	0	0	0	0	0	0	0	0	0	0	0
b) Four 3D sketches of proposed streetscape sections that illustrate building, streetscape, and corridor interface conditions		0	0	0	0	0	0	0	0	0	0	0	0
5.5	Prepare open space plans	a) Two open space maps/diagrams	0	0	0	0	0	0	0	0	0	0	0
5.6	Refine anti-displacement business and housing strategy	a) Refine anti-displacement strategies/policies for existing businesses and at-risk housing	0	0	0	0	0	0	0	0	0	0	0
5.7	Technical Advisory Committee (TAC) and consultant joint meeting in a charrette/interactive format (up to 2 meetings; 1 hour each)	a) Attend Meeting	0	0	0	0	0	0	0	0	0	0	0
b) Meeting notes		0	0	0	0	0	0	0	0	0	0	0	0
5.8	Refine the land use, height, streetscape/circulation, open space, and anti-displacement concepts based on the comments from meeting with Technical Advisory Committee	a) Refine land use maps	0	0	0	0	0	0	0	0	0	0	0
b) Refine height diagrams and 3D diagrams		0	0	0	0	0	0	0	0	0	0	0	
c) Refine streetscape and circulation plans		0	0	0	0	0	0	0	0	0	0	0	
d) Refine open space diagrams		0	0	0	0	0	0	0	0	0	0	0	
e) Refine anti-displacement strategies		0	0	0	0	0	0	0	0	0	0	0	
Subtotal			0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0
Task 6: Conceptual Plan, Rezoning, and Character Area Workshop													
6.1	Go live with online engagement tool	a) Activate online engagement tools	0	0	0	0	0	0	0	0	0	0	0
6.2	Prepare exhibition boards and/or graphics, and community engagement materials for workshops	a) Up to six 24" x36" exhibition foam boards	0	0	0	0	0	0	0	0	0	0	0
b) Equipment for the workshop (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment)		0	0	0	0	0	0	0	0	0	0	0	
c) Assist City Staff with designing workshop activities and related materials for community members		0	0	0	0	0	0	0	0	0	0	0	
d) Up to six distinct handouts		0	0	0	0	0	0	0	0	0	0	0	
e) Up to ten graphics		0	0	0	0	0	0	0	0	0	0	0	
f) Translation of outreach materials in Spanish, Vietnamese, and Tagalog		0	0	0	0	0	0	0	0	0	0	0	
6.3	Conceptual Plan, Rezoning, and Character Area In-Person Workshops	a) Attend Workshop	0	0	0	0	0	0	0	0	0	0	0
b) Provide assistance, including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room		0	0	0	0	0	0	0	0	0	0	0	
c) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0	0	0	0	0	0	0	0	0	0	0	
6.4	Conceptual Plan, Rezoning, and Character Area Virtual Workshops	a) Attend Workshop	0	0	0	0	0	0	0	0	0	0	0
b) Provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion		0	0	0	0	0	0	0	0	0	0	0	
c) Printed screen captures of notes		0	0	0	0	0	0	0	0	0	0	0	
d) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0	0	0	0	0	0	0	0	0	0	0	
6.5	In-Person and Virtual Workshop 2 debrief	a) Attend Meeting	0	0	0	0	0	0	0	0	0	0	0
b) Provide Workshop observations		0	0	0	0	0	0	0	0	0	0	0	
6.6	Prepare the workshop summary	a) Workshop Summary in Microsoft Word & PDF	0	0	0	0	0	0	0	0	0	0	0
b) Transcription of all Public Comments		0	0	0	0	0	0	0	0	0	0	0	0
Subtotal			0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0

Task 7: Draft Village Plan													
7.1	Assist City staff with the Introduction Chapter	a) Provide input on introduction chapter, ensure the concepts align with the land use, open space, urban design and placemaking, streetscape and circulation, and implementation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting vision guiding principles, policies, standards, and guidelines	0	0	0	0	0	0	0	0	0	0	0
		c) Up to ten graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.2	Assist City staff with the Land Use Chapter	a) Provide input on land use chapter, ensure the concepts align with the introduction, open space, urban design and placemaking, streetscape and circulation, and implementation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting land use policies, standards, and guidelines, anti-displacement businesses policies, and housing policies	0	0	0	0	0	0	0	0	0	0	0
		c) Revise the land use map and height diagram	0	0	0	0	0	0	0	0	0	0	0
		d) Up to ten graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.3	Assist City staff with the Open Space Chapter	a) Provide input on Open Space Chapter, ensure the open space concepts align with the introduction, land use, urban design and placemaking, streetscape and circulation, and implementation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting open space policies, standards, and guidelines	0	0	0	0	0	0	0	0	0	0	0
		c) Revise the open space diagrams	0	0	0	0	0	0	0	0	0	0	0
		d) Up to ten graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.4	Assist City Staff with the Urban Design & Placemaking Chapter	a) Provide input on urban design and placemaking chapter, ensure the concepts align with the introduction, land use, open space, streetscape and circulation, and implementation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting urban design and placemaking policies, standards, and guidelines	0	0	0	0	0	0	0	0	0	0	0
		c) Up to ten graphics/visuals that support and/or convey the urban design and placemaking strategy and/or specific urban design and placemaking standards and/or guidelines	0	0	0	0	0	0	0	0	0	0	0
7.5	Assist City staff with the Streetscape and Circulation Chapter	a) Provide input on streetscape and circulation chapter, ensure the concepts align with the introduction, land use, open space, urban design and placemaking, and implementation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting streetscape and circulation policies, standards, and guidelines	0	0	0	0	0	0	0	0	0	0	0
		c) Revise the streetscape and circulation diagrams	0	0	0	0	0	0	0	0	0	0	0
		d) Up to 10 graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.6	Assist City staff with the Implementation Chapter	a) Provide input on Implementation Chapter, ensure the chapter aligns with the introduction, land use, open space, urban design and placemaking, and streetscape and circulation chapters	0	0	0	0	0	0	0	0	0	0	0
		b) Assist with drafting Implementation actions and funding strategies	0	0	0	0	0	0	0	0	0	0	0
		c) Up to 10 graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.7	Draft Appendices	a) Creating Appendices which may include an overview of the village planning process (including workshop notes and public comments) an existing conditions chapter and a glossary	0	0	0	0	0	0	0	0	0	0	0
		b) Up to 10 graphics/visuals	0	0	0	0	0	0	0	0	0	0	0
7.8	Meet with Technical Advisory Committee (TAC)	a) Attend Meetings	0	0	0	0	0	0	0	0	0	0	0
		b) Prepare presentation	0	0	0	0	0	0	0	0	0	0	0
		c) Provide meeting notes	0	0	0	0	0	0	0	0	0	0	0
7.9	Refine Village Plan Chapters and associated graphics/maps	a) Refine documents, maps, and graphic refinements	0	0	0	0	0	0	0	0	0	0	0
Subtotal			0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0

Task 8: Community Open House (Workshop 3)												
8.1	Prepare exhibition boards and/or graphics and community engagement materials for workshops	a) Up to six 24" x36" exhibition foam boards				0		0		0		0
		b) Equipment for the workshop (including, but not limited to projector, projector screen, laptop, extension cords, easels, and AV equipment)		0		0		0		0		0
		c) Assist City Staff with designing workshop activities and related materials for community members		0		0		0		0		0
		d) Up to six distinct handouts		0		0		0		0		0
		e) Up to ten graphics		0		0		0		0		0
		f) Translation of outreach materials in Spanish, Vietnamese, and Tagalog		0		0		0		0		0
8.2	In-person Community Open House	a) Attend Workshop		0		0		0		0		0
		b) Provide assistance, including but not limited to presenting, taking photographs, note taking, facilitating a table exercise with attendees, and setting up and breaking down the room		0		0		0		0		0
		c) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0		0		0		0		0
8.3	Virtual Community Open House	a) Attend Workshop		0		0		0		0		0
		b) Provide assistance, including but not limited to running the virtual meeting platform, conducting presentations, and facilitating small group discussion		0		0		0		0		0
		c) Printed screen captures of notes		0		0		0		0		0
		d) Provide translation and interpretive services in Spanish, Vietnamese, and Tagalog		0		0		0		0		0
8.4	In-Person & Virtual Community Open House debrief	a) Attend meeting		0		0		0		0		0
		b) Provide Workshop observations		0		0		0		0		0
8.5	Prepare the Workshop Summary	a) Workshop Summary in Microsoft Word & PDF		0		0		0		0		0
		b) Transcription of all Public Comments		0		0		0		0		0
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
Task 9: Draft Plan Refinement												
9.1	Refine the Village Plan document			0		0		0		0		0
9.2	Transpose the Village Plan document from Microsoft Word to InDesign template	a) Up to three progress drafts		0		0		0		0		0
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
Task 10: Planning Commission Public Hearing												
10.1	Make changes to the Plan document based on Planning Commission recommendations, as needed			0		0		0		0		0
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
Task 11: City Council Public Hearing												
11.1	Make changes to the Village Plan based on City Council direction, as needed			0		0		0		0		0
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
Task 12: Project Close Out												
12.1	Submit final package			0		0		0		0		0
12.2	Debrief/close out meeting			0		0		0		0		0
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
Task 13: Community Advisory Group (CAG) Meetings (Nine Meetings)												
13.1	Community Advisory Group (CAG) Meetings (Nine Meetings)											
Subtotal			0	\$	-	0	\$	-	0	\$	-	0
GRAND TOTAL												
			0	\$	-	0	\$	-	0	\$	-	0

[illegible]

\$	-					\$	-
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[illegible]

[illegible]

[illegible]

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT I

INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services rendered.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, or agents.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit

is brought, except with respect to the limits of the insurer's liability.

- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, and agents.

3. Claims Made Coverages

If coverage is obtained on a "claims made" policy form, the retroactive date shall precede the date services were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of services under this Agreement.

4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San Jose—Finance
Risk Management & Insurance
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT J – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT FORM

Consultant Firm Name _____

Name _____ Title _____

Signature _____ Date signed _____

- ☐ We acknowledge that we will provide proof of insurance in accordance with Exhibit I – Insurance Requirements of the procurement documents if we are one of the top three ranked consultants.
- ☐ We take exception(s) to Exhibit I – Insurance Requirements as outlined below. Note: Any exceptions may result in immediate disqualification of your solicitation response without further review.

1. _____

Standard City of San José Consultant Agreement

(Non-Capital Projects)

This Agreement is between the City of San José, a municipal corporation ("City"), and [Insert Consultant's Legal Name], [Insert Type of Business Entity] ("Consultant").

This Agreement is made and entered into this ____ day of _____ 20__ ("Contract Date").

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 **General:** This Agreement sets forth the terms and conditions under which the Consultant will provide professional consulting services to the City.
- 1.2 **Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
 - Exhibit B:** Compensation
 - Exhibit C:** Insurance Requirements
- 1.3 **Director:** "Director" means the Director of [Insert Name of Appropriate City Department] or the Director's designee.
- 1.4 **Business Days:** "Business Day" and "Business Days" means the day(s) on which City Hall is open to conduct business.
- 1.5 **Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 **Amendments:** This Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The Agreement term is from the Contract Date to [Insert Expiration Date], inclusive, unless terminated earlier pursuant to Section 19 below.

3. SCOPE OF SERVICES

- 3.1 Basic Services:** “Basic Services” means the services set forth in **Exhibit A**. The Consultant must perform the Basic Services to the Director’s satisfaction.
- 3.2 Additional Services:** “Additional Services” means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate but are not included in the Basic Services.
- 3.2.1 Authorization:** The City will not compensate Consultant for any Additional Services without the Director’s prior written authorization.
- 3.2.2 Director’s Authorization:** The Director may authorize the Consultant to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The Director must authorize the Consultant to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Consultant for such services. The Director is authorized to execute the amendment for Additional Services for the City.

4. INTENTIONALLY OMITTED

5. CITY’S CONTRACT MANAGER

The City’s contract manager for this Agreement is:

Name:	Phone No.:
Department:	Email:
Address:	

The Director can change the above contract manager by giving the Consultant written notice.

6. CONSULTANT’S STAFFING

- 6.1 Consultant’s Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant’s contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 (“Form 700”), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

			<u>Required to File Form 700?</u>		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name:	Phone No.:				
Address:	Email:				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1.					
2.					
3.					

6.2 Contract Manager's Authority: The Consultant's contract manager is authorized to act on behalf of the Consultant.

6.3 Staffing Changes: The Director's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in this provision.

7. USE OF SUBCONSULTANTS

7.1 Authority to Use: Whichever of the following is marked applies to this Agreement:

- ☐ The Consultant can **not** use any subconsultants without the Director's prior written approval.
- ☐ The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace or add to any of the subconsultants identified in this provision without the Director's prior written approval.

Subconsultant's Name	Area of Work
1.	
2.	
3.	

- 7.2 Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.
- 7.3 Compliance with Public Contract Code and other Regulations:** Every subconsultant receiving compensation under this Agreement shall comply with 2 CFR, Part 200, 23 CFR, 48 CRF Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable state and federal regulations.

8. INDEPENDENT CONTRACTOR

- 8.1 General:** The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.
- 8.3 Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Consultant represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 Maximum Total Compensation:** The maximum amount the City will pay the Consultant for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is \$[Insert Dollar Amount] ("Maximum Total Compensation").
- 10.2 Intentionally Omitted.**
- 10.3 Exhibit B - Compensation:** The City will pay the Consultant up to the Maximum Total Compensation in accordance with **Exhibit B**.
- 10.3.1 Compensation Table:** **Exhibit B** sets forth a compensation table establishing the manner in which the City will pay the Maximum Compensation to the Consultant ("Compensation Table"). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.
- 10.3.2 Schedule of Rates and Charges:** If the City will compensate the Consultant for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule

of the Consultant's rates and charges ("Schedule of Rates and Charges"). The Schedule of Rates and Charges is subject to the following requirements:

10.3.2.1 Premium Pay: "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Consultant Premium Pay.

10.3.2.2 No Increases: The City will **not** increase the Schedule of Rates and Charges during the Agreement term.

10.3.2.3 Conflict: In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

10.4 Compensation Table – Part 1: Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 Task Numbers (Column 1): Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.

10.4.2 Basis of Compensation (Column 2): Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee (lump-sum) basis.

10.4.3 Invoice Period (Column 3): Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 10th Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director's satisfaction. If invoicing is upon the completion of all work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all work to the Director's satisfaction.

10.4.3.1 Invoice: Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.

10.4.3.2 Invoices Based on Time and Materials: If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges included in **Exhibit B**.

10.4.3.3 Monthly Invoices Based on Fixed Fee: If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the

percentage of work completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 Compensation (Column 4): Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director's sole discretion) **may** use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If "fixed fee" is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the City.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City's contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City's contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City	No Markup

	Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	
6.	Any other expenses expressly identified in Exhibit B as being reimbursable.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the services. If the City will compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5 percent.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: The City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the City.

10.7 Compensation Table – Part 4: Part 4 sets forth the maximum compensation that the Director can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Consultant that would result in compensation exceeding this maximum amount is at no cost to the City.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment pursuant to this Agreement:

10.8.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

10.9 Contract Cost Principles and Procedures: Contract Cost Principle and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items.

11. INDEMNIFICATION

- 11.1 Obligation:** The Consultant shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:
- The Consultant's negligent performance of all or any part of the Basic Services and any Additional Services; or
 - Any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
 - Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or other items provided by the Consultant pursuant to the requirements of this Agreement; or
 - Any breach of this Agreement.
- 11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.
- 11.3 Duty to Defend:** The Consultant's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.
- 11.4 Insurance:** The City's acceptance of any insurance in accordance with Section 12 does not relieve the Consultant from its obligations under this Section 11. The Consultant's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.
- 11.5 Survival:** The Consultant's obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.
- 12.2 Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

- 13.1 Ownership:** The City owns all rights in and to any of the following work product (including

electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to this Agreement: reports, drawings, plans, data, software, models, documents or other materials developed or discovered (collectively "Work Product").

13.2 Copyright: To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.

13.3 Intentionally Omitted.

13.4 Consultant's Reuse: With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

14.1 Prohibition: Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing services pursuant to this Agreement.

14.2 Notification: The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.

14.3 Limit on Prohibition: The prohibition in Subsection 14.1 above does not apply to disclosures between the Consultant and its Subcontractors that are needed to perform the Basic Services.

14.4 Survival: This Section 14 survives the expiration or earlier termination of this Agreement.

15. AUDIT/INSPECTION OF RECORDS

15.1 Retention Period: The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Agreement or for any longer period required by law:

- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
- All Work Product and other records evidencing Consultant's performance.

15.2 Producing Records: At any time during the Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.

- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.
- 15.4 Grant Audit:** City, City's Consultant and subconsultants and the State of California (the "State") shall each maintain and make available for inspection and audit by the State, the California State Auditor, or any duly authorized representative of the State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and City shall furnish copies thereof if requested. All of the above referenced parties shall make such Agreement, Program Supplement, and contract materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of submission of the final expenditure report by the State to the Federal Highway Administration (FHWA).

16. NON-DISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The Consultant shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
- 16.2 Intentionally Omitted.**
- 16.3 Subcontracts:** The Consultant shall include Subsection 16.1 of this Agreement in each subcontract that it enters into in furtherance of this Agreement.

17. CONFLICT OF INTEREST

- 17.1 General:** The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.
- 17.2 Filing Form 700:** In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Consultant shall cause each person performing services under this Agreement, and identified as having to file a Form 700 to do each of the following:
- Disclose the categories of economic interests in Form 700 as required by the Director;
 - Complete and file the Form 700 no later than 30 calendar days after the person begins performing services under this Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

17.3 Future Services: The Consultant acknowledges each of the following with regard to performing future services for the City:

- The Consultant's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;
- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=12833>. Environmental procurement policies and activities related to the completion of Consultant's work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of Energy-Star Compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

- 19.1 For Convenience:** The Director may terminate this Agreement at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The Director may terminate this Agreement immediately upon written notice for any material breach by the Consultant. If the Director terminates the Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.
- 19.3 Delivery of Work:** If the Director terminates the Agreement – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.
- 19.4 Compensation:** The City will pay the Consultant the reasonable value of services satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For services to be "satisfactorily rendered," the Director must determine that the Consultant provided them in accordance with the terms and conditions of this Agreement. The Director will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.

- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
[Insert Department.]
Attn: [Insert Name.]
[Insert Mailing Address.]
[Insert Telephone Number.]
[Insert Email Address.]

To the Consultant: [Insert Consultant's Name]
Attn: [Insert Name.]
[Insert Mailing Address.]
[Insert Telephone Number.]
[Insert Email Address.]

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. WAGE THEFT PREVENTION

- 21.1 Compliance with Wage and Hour Laws:** Consultant, and any subcontractor performing work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the San José Living Wage Policy, the San José Prevailing Wage Policy, and the San José Minimum Wage Ordinance.
- 21.2 Final Judgments, Decisions, and Orders:** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, the City of San José Office of Equality Assurance, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.
- 21.3 Prior Judgments against Consultant and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS RELATING TO WAGE AND HOUR LAWS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING AS TO THE CONSULTANT AND ITS SUBCONTRACTOR(S) – IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.
- 21.4 Judgments or Decisions During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed, Consultant shall inform the Office of Equality Assurance, no more than 15 days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Consultant and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City’s Office of Equality Assurance with documentary evidence of compliance with the final judgment, decision or order within five days of satisfying the final judgment, decision or order.

- 21.5 City's Right to Withhold Payment:** Where Consultant or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency with respect to work under this Agreement, the City reserves the right to withhold payment to Consultant until such judgment, decision or order has been satisfied in full.
- 21.6 Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- 21.7 Notice to City Related to Wage Theft Prevention:** Notice provided to the City's Office of Equality Assurance as required under this Section shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San José, CA 95113. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

22. MISCELLANEOUS

- 22.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 22.1 is a material breach.
- 22.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 22.2 is a material breach.
- 22.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 22.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 22.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 22.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 22.7 Assignability:** Except to the extent this Agreement authorizes the Consultant to use subconsultants, the Consultant shall not assign any part of this Agreement without the Director's prior written consent. The Director, at the Director's discretion, may void this Agreement if a violation of this provision occurs.
- 22.8 Governing Law:** California law governs the construction and performance of this Agreement.

- 22.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by either the Superior Court of California for the County of Santa Clara, or the San José Division of the Northern District of California.
- 22.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 22.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.
- 22.12 Execution in Counterparts:** This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 22.13 Use of Electronic Signatures:** Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

///

IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must sign one of the following representations. **The City will not process this Agreement unless the Consultant has signed one of the provisions.**

{{__signer#}}

The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

{{__signer#}}

If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Agreement.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

City of San José

By {{__signer#}}

Name: [Insert Name.]
Title: [Insert Title of Signature.]

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney**

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

☐ **Approved as to Form:**

{{__signer#}}

Name: [Insert Name.]
Title: [Sr.] Deputy City Attorney

Consultant

By {{__signer#}}

Name: [Insert Name.]
Title: [Insert Title of Signature.]

By {{__signer#}}

Name: [Insert Name.]
Title: [Insert Title of Signature.]

EXHIBIT A: SCOPE OF BASIC SERVICES

(Non-Capital Projects)

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

General Description of Project: [Insert a general description to provide context for the tasks.]

Task No. 1: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- ☐ On or before the following date: _____.
- ☐ On or before ____ Business Days from _____.

Task No. 2: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- ☐ On or before the following date: _____.
- ☐ On or before ____ Business Days from _____.

Task No. 3: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- ☐ On or before the following date: _____.
- ☐ On or before ____ Business Days from _____.

EXHIBIT B: COMPENSATION

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:			\$
Part 3 – Subconsultant Costs						
<input type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.			<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:			\$
Part 4 – Additional Services						
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.			<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:			\$
Maximum Total Compensation (sum of Parts 1 through 4):						\$

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

Section 2 – Schedule of Rates and Charges

- ☐ **Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- ☐ The following is the Schedule of Rates and Charges applicable to this Agreement:

EXHIBIT C: INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services rendered.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, or agents.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, and agents.

3. Claims Made Coverages

If coverage is obtained on a "claims made" policy form, the retroactive date shall precede the date services were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of services under this Agreement.

4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San Jose—Finance
Risk Management & Insurance
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT D: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- A. CONSULTANT, subrecipient City of San José (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is ____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT

must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.

- CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
- The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFES to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFES to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st -tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion,

CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices

- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

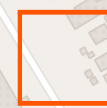
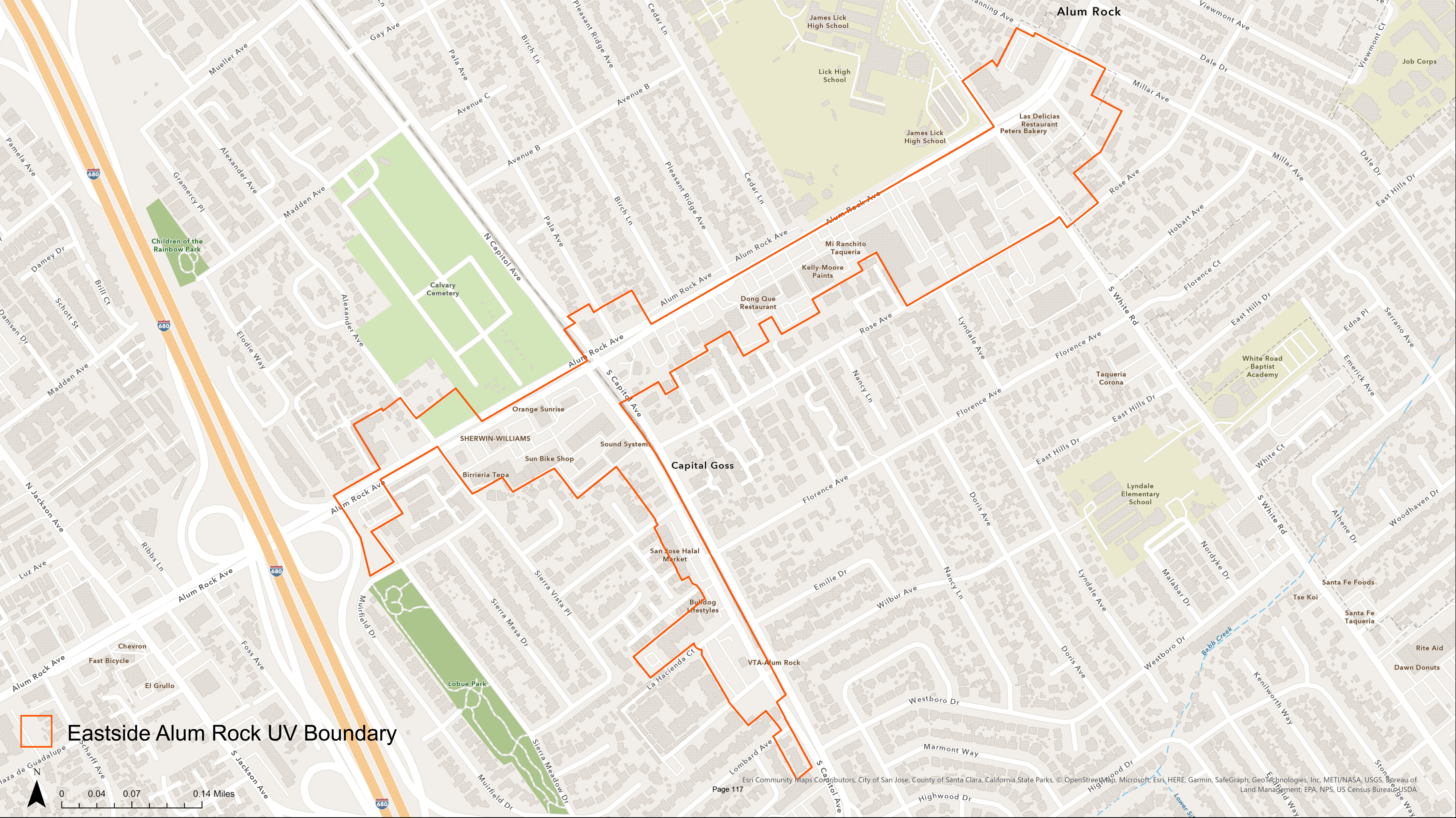
If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining

portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

CBO	Contact Lead	Title	Phone	Email	Address	Scope
Somos Mayfair	Saul Ramos	Co-Executive Director	408-593-5989	sramos@somosmayfair.org	370 B King St, San Jose, CA 95116	Community Development in East San Jose
School of Arts and Culture at MHP	Jessica Paz-Cedillos	Co-Executive Director	510-381-6203	jessica@schoolofartsandculture.org	1700 Alum Rock Avenue, San Jose, CA 95116	Mexican Heritage Plaza
Si Se Puede Collective	Gabriel Hernandez	Director	408-834-8899	sramos@somosmayfair.org	370 B King St, San Jose, CA 95116	Composed of committees that include staff from 5 organizations. These committees meet regularly to implement projects and encourage cross-organizational collaboration.
Veggielution	Brittany Alvarez	Executive Director	408-753-6705	INFO@VEGGIELUTION.ORG	647 S King St, San Jose CA 95116	cultivate and grow healthy crops, which are then made available to our program participants and other local residents
Amigos De Guadalupe Center for Justice and Empowerment			408-341-6080	info@amigosdeguadalupe.org	1897 Alum Rock Ave #35 San Jose, CA 95116	Amigos de Guadalupe advances the conditions for learning by helping local families meet their basic needs.



Eastside Alum Rock UV Boundary



0 0.04 0.07 0.14 Miles

EXHIBIT 3



April 27, 2024

**NOTICE OF RECOMMENDATION OF AWARD
EASTSIDE ALUM ROCK URBAN VILLAGE PLAN CONSULTING SERVICES
(RFP 24-02)**

The City of San José has concluded its evaluation of the subject RFP and intends to award the resulting contract to the top ranked proposer.

The City received three total proposals in response to the RFP solicitation issued on March 15, 2024. In accordance with the RFP, the proposals were evaluated based on the weighting criteria specified in Appendix C – Proposal Evaluation with no oral interviews conducted. The scores are summarized below:

	Qualifications & Experience	Organizational Approach	Scope of Work	Schedule of Work	Cost	Total Points	RANKING
Maximum Score	150	150	25	25	150	500	
COMPANY NAME:							
Skidmore, Owings & Merrill (SOM)	130.83	130.00	20.00	23.33	149.85	454.01	1
Arcadis	120.00	100.00	15.00	20.00	150.00	405.00	2
Moore, Iacofano Goltzman (MIG)	111.67	100.00	18.33	20.00	149.83	399.83	3

EXHIBIT B

May 8, 2024

VIA ELECTRONIC SUBMISSION AND U.S. MAIL

Attention: Planning, Building, and Code
Enforcement Department
City of San José
200 E. Santa Clara Street, 3rd Floor
San José, California 95113

Re: *Public Records Request re: Request for Proposals PBCE RFP 23-01 & 24-02 – Eastside Alum Rock Urban Village Plan Consulting Services*

Dear Custodian of Records:

Pursuant to the California Public Records Act, Government Code section 6250 et seq., concerning public availability of agency records, we request the following documents held by the City of San José (the “City”) as follows:

1. All proposals submitted in response to Request for Proposals PBCE RFP 23-01 – Eastside Alum Rock Urban village Plan Consulting Services (“First RFP”), including (but not limited to) the proposal submitted by Skidmore, Owings & Merrill (“SOM”);
2. All documents and communications related to the evaluation of the proposals submitted in response to the First RFP, including (but not limited to) documents and communications related to the evaluation of the proposals of SOM and Arcadis U.S., Inc. (“Arcadis”);
3. All communications between the City and SOM concerning the First RFP;
4. All documents and communications related to the “Notice of Recommendation of Award Eastside Alum Rock Urban Village Plan Consulting Services” dated February 27, 2024;

5. All proposals submitted in response to Request for Proposals PBCE RFP 24-02 – Eastside Alum Rock Urban village Plan Consulting Services (“Second RFP”), including (but not limited to) the proposal submitted by SOM;
6. All documents and communications related to the evaluation of the proposals submitted in response to the Second RFP, including (but not limited to) documents and communications related to the evaluation of the proposals of SOM and Arcadis;
7. All communications between the City and SOM concerning the Second RFP;
8. All documents and communications related to the “Notice of Recommendation of Award Eastside Alum Rock Urban Village Plan Consulting Services” dated April 27, 2024.

Pursuant to Government Code section 6253(c), you are required to provide a response to this request within 10 days. If you cannot fully comply with all the foregoing requests within 10 days, or any extension permitted by law, we request that you comply with those requests with which you can comply within 10 days.

If you believe that a portion of the information that we have requested is exempt from disclosure by express provisions of the law, Government Code section 6253(a) additionally requires segregation and deletion of that material in order that the remainder of the information may be released. If you believe that the public interest in withholding the information clearly outweighs the public interest in disclosure, we request that you identify the harm of release to the public considering the important interest of transparency in government operations, particularly when public funds are involved.

Where the information requested herein is contained in electronic databases, we request that such information be provided in electronic form, pursuant to Government Code section 6253.9. Lastly, we agree to pay any reasonable duplication and other statutory fees necessary to comply with this request. However, if the costs exceed \$500, we request that you provide us an estimate of the costs before incurring them. Responsive documents can also be emailed directly to me at pbreucop@ccllp.law.

Thank you for your attention to this matter. We look forward to receiving the public records within the statutorily mandated timeframe.

Very truly yours,

COLLINS + COLLINS LLP



PAUL A. BREUCOP

EXHIBIT C

Benway, Page

From: Benway, Page
Sent: Friday, March 1, 2024 9:51 AM
To: Chatelle Watt, Lisa
Cc: de Kay, Kenneth
Subject: FW: PBCE - RFP 23-01 Questions / Next Steps

Hi Lisa,

With Fletcher out until Monday would you have any suggestions and/or examples I could use for accomplishing step #1 below? I've never had to pause or cancel a Notice of Intent to Award before so I want to make sure that a) I can and b) that I do it properly. Thank you.

Page Benway
Senior Analyst
Planning, Building and Code Enforcement
v: 408.535.7887
page.benway@sanjoseca.gov

From: Benway, Page
Sent: Thursday, February 29, 2024 7:13 PM
To: Barnes, Fletcher <Fletcher.Barnes@sanjoseca.gov>; Udom, Albie <Albie.Udom@sanjoseca.gov>
Cc: Purchasing <purchasing@sanjoseca.gov>; de Kay, Kenneth <Kenneth.deKay@sanjoseca.gov>
Subject: PBCE - RFP 23-01 Questions / Next Steps

Fletcher and Albie,

PBCE concluded the evaluation of RFP 23-01 Eastside Alum Rock Urban Village Plan Consulting Services with the Notice of Recommendation of Award posted to Bidding on February 27, 2024. Earlier today we discovered that one of the two bidders has an empty row in their Cost form and we believe we need to follow up with the consultant to get an updated Cost form from them to see if the updated cost impacts the final scoring. Based on this realization we want to confirm our next steps and how best to handle them since I've not dealt with this scenario before. I think I need to do the following with regards to the RFP:

1. Cancel posted Notice of Recommendation of Award
2. Reach out to consultant with missing cost to obtain that information
 - a. Would this be done through a Best and Final Offer or through some other mechanism?
3. Confirm if additional Cost information changes final scoring so that it impacts the recommendation of award
4. Post New Notice of Recommendation of Award with a new ten calendar day protest period.

I've sent a calendar hold for Albie at 4pm tomorrow. If there's someone else in Purchasing we try to meet with instead please share their name(s) so we can try to set up a time to discuss our questions. Thank you in advance for your time and assistance.

Page Benway
Senior Analyst
Planning, Building and Code Enforcement
v: 408.535.7887
page.benway@sanjoseca.gov

EXHIBIT D

July 2, 2024

Collins and Collins

Paul Breucop

750 The City Drive, Suite 400

Orange, CA 92868

Subject: City of San José (City) Request for Proposal (RFP) RFP 23-01 and RFP 24-02

Reference: Protest letter dated May 7, 2024

This letter is in response to the above-referenced letter protesting the City's Notice of Intended Award for the Eastside Alum Rock Urban Village Plan. We have accepted the protest and processed the request in accordance with San José Municipal Code sections 4.12.410 through 4.12.460.

The protest letter requests to reinstate the City's evaluation of RFP 23-01 and revoke its intent to award any contract to Skidmore, Owings & Merrill LLP (SOM) for RFP 24-02 and, instead, issue a notice of intent to award the contract to Arcadis. The protest letter describes two sets of claims to justify the reinstatement of the City's evaluation of RFP 23-01: 1) Bid Evaluation Process, and 2) Bid Submission Process. Pertaining to the Bid Evaluation Process, the protest letter made the claims that the City is not complying with its evaluation criteria and failed to consistently evaluate the proposals for both RFP 23-01 and RFP 24-02. Furthermore, the protest letter made the claim that the City is either misapplying its evaluation criteria, is doing so arbitrarily, or it is showing favor to SOM. Pertaining to Bid Submission Process, the protest letter made the claim that to the extent SOM failed to include sufficient information as part of RFP 23-01, the City withdrew RFP 23-01 to permit another bidder to circumvent the RFP submittal deadline.

After careful review of the claims outlined in the protest letter, I have provided the following responses:

Bid Evaluation Process

RFP 23-01

For RFP 23-01 City staff followed the prescribed competitive bidding procurement process. This original RFP was posted on Friday, December 8, 2023. It was available for bidding to the public until January 25, 2024. A total of 716 companies were invited to participate. Of those 716 companies, six companies downloaded the full set of RFP documents. Two of those six companies submitted proposals.

Upon commencement of drafting a contract, after the initial intent to award actions, it was discovered that each of the bidder's cost submittals contained missing information. Arcadis' submittal contained missing cost information within the optional community advisory group meetings and did not include a complete Fixed Cost Breakdown Excel sheet. Specifically, the Fixed Cost Breakdown sheet was fully removed from the submitted Excel document, and certain Excel cells were left blank, making it impossible to determine whether this was due to oversight or an intentional zero.¹ Additionally, SOM's submittal indicated that a local Community-based Organization (CBO) had not been identified but acknowledged their intent to work with a local CBO and that one would be selected as part of Subtask 3.1. SOM's submittal², however, contained missing cost information pertaining to the CBOs involvement. This meant that SOM's cost form contained no column for a local CBO's cost for any given project task.

Considering the evaluation weight of the cost proposal (30 percent of the total), the fact that the final scoring of RFP 23-01 was just over a point apart, and given the nature and confusion of the missing data/information from both submittals, the project manager, after advisement, concluded that the intent to award was premature and that an actual award could not be done in a manner that fairly allowed for a competitive and equitable award for either of the two consultant submittals.

In the interest of maintaining the fairness and integrity of the process, the decision was made to cancel the original RFP and repost it. This decision was not taken lightly but was deemed necessary to ensure that all bidders had an equal opportunity to provide complete and thorough submissions.

As in all City of San Jose RFPs "The City of San José reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of San José to do so."

The scoring that was completed for RFP 23-01 was set aside and would have no impact to any future RFPs.

Bid Submission Process

RFP 24-02

Following the prescribed competitive bidding procurement process, the City of San José released this second RFP 24-02 to the public on March 15, 2024, for a two-week circulation period that was then extended to four weeks to solicit proposals for consulting services by Friday, April 12, 2024. A total of 754 companies were invited to participate. Of those 754 companies, a total of 21 partially downloaded the RFP documents with four other companies downloading the full set of RFP documents. Three of those four companies submitted complete proposals.

¹ Attachment A - RFP23-01 Arcadis Cost Proposal Excel File Form Empty Cells.

² Attachment B - RFP 23-01 SOM Cost Proposal Excel File no CBO Costs Shown.

This second RFP's primary intent was to make mandatory the previously *optional* community advisory group meetings and to add better instructional verbiage. Instructional verbiage changes to the RFP were primarily within Appendix C – Proposal Evaluation.

The evaluation criteria in the second RFP were expanded and made more detailed with regards to the experience and organization, organizational approach, and cost proposal factors. These modifications were implemented to ensure all bidders fully understood the expectations and requirements, to ensure a more comprehensive assessment of each bidder's qualifications, promote a fair evaluation process and reduce the chance of confusion that was part of RFP 23-01. Consequently, the scoring framework in the second RFP placed greater emphasis on key areas that better reflect the intended project requirements and goals.

In addition, a different review panel was purposefully selected for RFP 24-02 to enhance fairness and impartiality. The new panel members were chosen to provide a fresh and unbiased perspective on the resubmitted proposals. This change was made to further ensure the integrity of the evaluation process and to avoid any potential bias.

The enhanced focus and different review panel inevitably led to variations in scoring compared to the initial RFP 23-01.³

³ See Attachment C Comparison of Evaluation Criteria Summary and Respective Weights RFP23-01 and RFP 24-02

Conclusion

For these reasons, and after careful review, I am upholding staff's recommendation to proceed with RFP 24-02. It is my finding that the City's procurement processes were properly followed, and that the RFP was conducted in a fair and objective manner.

The City is committed to upholding the highest standards in its procurement process, ensuring that all participants are treated fairly and equitably. The decision to reissue the RFP was intended to not only correct the discrepancies previously identified but also reinforce the City's dedication to a transparent and just competitive environment.

The City maintains a strong interest in ensuring that this competitive RFP process remain as fair and unbiased as possible to all respondents. I believe, given the allowance and understanding provided, staff's determination is in alignment with this interest.

You may appeal this decision to the San José City Council by filing a written appeal with the City Clerk within ten calendar days from the date of this letter, pursuant to Municipal Code Section 4.12.460. If filing an appeal, please email it to me, Chris Burton at chris.burton@sanjoseca.gov, in addition to the City Clerk's Office.

Thank you for your interest and participation in this process. We appreciate the time all applicants took on the multiple submissions of both RFPs. There will be more opportunities to partner with the City and hope that you pursue those in the future.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Burton", with a long horizontal flourish extending to the right.

Chris Burton
Director
Department of Planning, Building and Code Enforcement

RFP23-01 Arcadis Cost Proposal Excel File Screenshot

Company Name: Arcadis, U.S., Inc.		(Provide Subconsultant where applicable)				RFP Es
Task #	Deliverable	Arcadis	BAE	D&A	SOMOS Mayfair	Timeline
0	Consultant/Staff Coordination Meetings x 20 - 1 hr meetings	\$ 18,000.00	\$ 4,360.00	\$ 4,700.00	\$ -	N/A
Task 1: Project Startup		Prime Consultant	Sub Consultant	Sub Consultant	Sub Consultant	
1.1	Kick off meeting with City Staff	\$ 3,200.00	\$ 800.00	\$ 800.00	\$ -	
1.2	Basemap, document template, and style guide creation	\$ 5,500.00	\$ 785.00	\$ -	\$ -	
	a) Basemap with Adobe Illustrator package	\$ 1,500.00	\$ 262.00	\$ -	\$ -	
	b) Document template in Microsoft Word	\$ 3,500.00	\$ 436.00	\$ -	\$ -	
	c) Style Guide in Microsoft Word	\$ -	\$ -	\$ -	\$ -	
Task 2: Data Collection and Analysis		Prime Consultant	Sub Consultant	Sub Consultant	Sub Consultant	
2.1	Data Collection and Analysis	\$ 2,372.00	\$ 1,049.00	\$ -	\$ -	
	a) Raw and cleaned data	\$ 11,000.00	\$ 3,662.00	\$ -	\$ -	
	b) Up to two progress drafts of the Existing Conditions Report	\$ 5,500.00	\$ 2,093.00	\$ -	\$ -	
	c) Maps and other visual aids	\$ -	\$ -	\$ -	\$ -	
OPTIONAL	Community Advisory Group Meeting (Optional)	\$ -	\$ -	\$ -	\$ -	
2.2	Market Analysis and Report	\$ -	\$ 20,000.00	\$ -	\$ -	
	a) Up to two progress drafts of the Economic Analysis report	\$ -	\$ -	\$ -	\$ -	
Task 3: Develop Public Engagement Strategy		Prime Consultant	Sub Consultant	Sub Consultant	Sub Consultant	
3.1	Develop Outreach Strategy	\$ 1,500.00	\$ 131.00	\$ 329.00	\$ -	
	a) Attend two Meetings	\$ 3,500.00	\$ 392.00	\$ 987.00	\$ -	
	b) Final memorandum in Microsoft Word	\$ 3,500.00	\$ 262.00	\$ 658.00	\$ -	
	c) Link to the draft online engagement tools	\$ -	\$ -	\$ -	\$ -	

OPTIONAL	Community Advisory Group Meeting (Optional)
2.2	Market Analysis and Report

\$ 5,500.00	\$ 2,093.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ 20,000.00	\$ -	\$ -

First Optional Community Group Meeting Task (Row 14 Attachment G - Arcadis Cost Form

Cells D14 – G14 are all empty.

RFP 23-01 SOM Cost Proposal Excel File Screenshot

Company Name: Skidmore, Owings & Merrill LLP							
Task #	Deliverable		SOM	Winter Consulting	Strategic Economics	TOTAL	RFP Estimate Timeline
0	Consultant/Staff Coordination Meetings x 20 - 1 hr meetings		\$ 11,835.52	\$ 2,000.00	\$ -	\$ 13,835.52	N/A
Task 1: Project Startup							
1.1	Kick off meeting with City Staff		\$ 3,621.90	\$ 400.00	\$ 1,700.00	\$ 5,721.90	Feb-24
1.2	Basemap, document template, and style guide creation	a) Basemap with Adobe Illustrator package	\$ 2,434.76	\$ -	\$ -	\$ 2,434.76	Feb-24
		b) Document template in Microsoft Word	\$ 1,266.10	\$ -	\$ -	\$ 1,266.10	Feb-24
		c) Style Guide in Microsoft Word	\$ 1,081.81	\$ -	\$ -	\$ 1,081.81	Mar-24
Task 2: Data Collection and Analysis							
2.1	Data Collection and Analysis	a) Raw and cleaned data	\$ 2,443.20	\$ -	\$ 11,540.00	\$ 13,983.20	Mar-24
		b) Up to two progress drafts of the Existing Conditions Report	\$ 1,390.30	\$ -	\$ -	\$ 1,390.30	Mar-24
		c) Maps and other visual aids	\$ 1,794.57	\$ -	\$ -	\$ 1,794.57	Mar-24
OPTIONAL	Community Advisory Group Meeting (Optional)		\$ 649.87	\$ 2,000.00	\$ -	\$ 2,649.87	Mar-24
2.2	Market Analysis and Report	a) Up to two progress drafts of the Economic Analysis report	\$ -	\$ -	\$ 21,560.00	\$ 21,560.00	Mar-24
Task 3: Develop Public Engagement Strategy							
3.1	Develop Outreach Strategy	a) Attend two Meetings	\$ 1,776.89	\$ 1,200.00	\$ -	\$ 2,976.89	Mar-24
		b) Final memorandum in Microsoft Word	\$ -	\$ 16,500.00	\$ -	\$ 16,500.00	Mar-24
3.2	Develop and implement online engagement tools	a) Link to the draft online engagement tools	\$ -	\$ 500.00	\$ -	\$ 500.00	Mar-24
		b) Provide engagement tools in English, Spanish, Vietnamese, and Tagalog	\$ 1,349.36	\$ 6,000.00	\$ -	\$ 7,349.36	Mar-24

SOM Winter Consulting Strategic Economics

No community based organization (CBO) costs shown in cost form (Columns D, E and F Attachment G - SOM Cost Form)

Task 3: Community Outreach/ Develop Public Engagement Strategy

Task 3.1 Develop Outreach Strategy

We will develop an outreach strategy in partnership with our CBO partner. The outreach strategy shall outline public workshops, online engagement tools, and interactive activities all with an equitable approach. The strategy shall prioritize focusing on engagement with historically underrepresented populations creatively and directly (including, but not limited to low-income, people of color, and small businesses) and shall employ an equitable means of communication with stakeholders by considering the “digital divide,” and how residents within the village may access these outreach materials and attend workshops, in-person or virtual. The outreach strategy shall consider the data gathered in Task 2.1.

We have identified a shortlist of CBO organizations to partner with for this planning effort. Once our selection is confirmed, we will work with you to select the CBO partner and have their participation confirmed prior to the project kickoff.

We will prepare a detailed outreach strategy in MS Word format. We will make up to one round of revisions based on a consolidated set of City comments and submit a final version in .pdf format. This task must be completed prior to Workshop 1.

Deliverables:

- Attend up to two online meetings to discuss outreach strategy
- Draft detailed outreach strategy in Word and final strategy in .pdf format.

Task 3.2 Develop and Implement Online Engagement Tools

Our team will develop an online community engagement tool to gather input from broad segments of the community and receive feedback from diverse audiences. The tool will support English, Spanish, Vietnamese, and Tagalog languages. We anticipate that the tool will be hosted on the project’s website and will be a single web page that may include the following:

- Interactive maps, which the public will be able to provide comments on
- Graphics, which will help communicate key design ideas
- Precedent imagery, to provide visual examples of the look and feel of potential future development

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RFP 23-01 & RFP 24-02 Evaluation Criteria Summary

RFP 23-01 (RFP page 21 of 43)		
No.	Written Evaluation Criteria	Weight (Points)
1	Qualifications & Experience	30
2	Organizational Approach	30
3	Scope of Work	5
4	Schedule of Work	5
5	Cost Proposal	30
	Subtotal	100

RFP 24-02 (RFP page 21 of 42)		
No.	Written Evaluation Criteria	Weight (Points)
1	Experience and organization	(30)
1.1	Introductory Letter	2.5
1.2	Executive Summary	2.5
1.3	Comparable Projects and Experience	10
1.4	Expertise, Key Personnel, and Organizational Chart	10
1.5	Customer References	5
2	Organizational Approach	30
3	Scope of Work	5
4	Schedule of Work	5
5	Cost Proposal	30
	Subtotal	100

Completeness of Response (Pass/Fail)

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.

Qualifications & Experience (30 Points):

- A. Responses should reflect experience with similar Urban Village Plans and experience working with diverse communities and in the Eastside Alum Rock area.
- B. Experience demonstrating work with Adobe, ArcGIS, SketchUp, and other urban design related software.
- C. Proposer must have capacity to provide translation and interpretation services in English, Spanish, Vietnamese, and Tagalog.

Completeness of Response (Pass/Fail)

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.

Experience & Organization (30 Points):

- A. Introductory Letter (2.5 Points): Responses are required to include all information requested under the Introductory Letter section of Appendix B "Proposal Requirements." Responses must reflect an understanding of the City's request in consulting services, vision for the area, and experience and ability to meet the City's requirements as specified in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements."
- B. Executive Summary (2.5 Points): Responses must demonstrate the ability to effectively summarize

	<p>the proposal in a grammatically correct, clear, and concise manner.</p> <p>C. <u>Comparable Projects and Experience</u> (10 Points): Responses are required to include all information requested under the Comparable Projects and Experience section of Appendix B “Proposal Requirements.” Responses must reflect experience with similar Urban Village Plans and experience working with diverse communities. Responses must demonstrate work with Adobe, ArcGIS, SketchUp and other urban design related software. Comparable projects and experience must include work conducting planning/market analyses, community outreach activities, equity-based outreach or planning strategies, facilitating group discussions and activities, consensus building, drafting community-based plans, translation and interpretation services and communication methods (such as digital and print promotions, social media, radio/audio, video, etc.).</p> <p>D. <u>Expertise, Key Personnel, and Organizational Chart</u> (10 Points): Responses are required to include all information requested under the Expertise, Key Personnel, and Organizational Chart section of Appendix B “Proposal Requirements.” Responses must clearly demonstrate that the proposer’s key personnel, subconsultants, and CBOs have relevant experience, technical skills, and qualifications to successfully perform the Scope of Services and Requirements described in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.” Proposer must have capacity to provide translation and interpretation services in English, Spanish, Vietnamese, and Tagalog.</p> <p>E. <u>Customer References</u> (5 Points): Responses are required to include all information requested under the Customer References section of Appendix B “Proposal Requirements.” Conversations with customer references must highlight the Proposers ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”</p>
<p>Organizational Approach (30 Points):</p>	<p>Organizational Approach (30 Points):</p>

<p>Provide a direct and thorough response to your ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”</p>	<p>A. Responses are required to include all information requested under the Organizational Approach section of Appendix B “Proposal Requirements.” Responses must reflect the effectiveness of the project managers approach and the overall team members ability to successfully complete the project tasks deliverables on time and within budget.</p>
<p>Scope of Work (5 Points)</p> <p>Provide a response that details your ability to meet the requirements outlined in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”</p>	<p>Scope of Work (5 Points)</p> <p>A. Responses are required to include all information requested under the Scope of Work section of Appendix B “Proposal Requirements.” Responses must reflect the consultant's ability to meet or exceed the tasks iterated in the Scope of Work.</p>
<p>Schedule of Work (5 Points)</p> <p>Provide a detailed schedule for all phases of the project and the proposing Consultant’s services including time for reviews and approvals on Exhibit G, “Cost Proposal,” of Attachment 3, “Required City and Local Assistance Procedures Manual Exhibits.” The schedule shall meet the Project Schedule shown in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.” However, expedited schedules are preferred with justification for timeline feasibility. <u>The final schedule will be established with the selected consultant.</u></p>	<p>Schedule of Work (5 Points)</p> <p>A. Responses are required to include all information requested under the Schedule of Work section of Appendix B “Proposal Requirements.” Responses must reflect the consultant's ability to meet or exceed the timeline iterated in the Schedule of Work.</p>
<p>Cost Proposal (30 Points):</p> <p>A. Proposal clearly defines cost in spreadsheet format.</p> <p>Provide a direct and thorough response to your ability to meet the City’s requirements as specified in Attachment 2, “Eastside Alum Rock Urban Village Statement of Requirements.”</p>	<p>Cost Proposal (30 Points):</p> <p>A. Proposal clearly defines cost in spreadsheet format.</p> <p>B. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks. Consultant shall specify all individual staff hourly rates, hours, and total costs, subconsultant costs, and Community Based Organization costs per milestone/task. All cells must be filled. DO NOT leave blank or enter “-“. If there is no cost, enter “0”. A “0” indicates that staff and/or subconsultants and CBOs are not part of the work group for that milestone/task.</p>

	<p>Provide a direct and thorough response to your ability to meet the City's requirements as specified in Attachment 2, "Eastside Alum Rock Urban Village Statement of Requirements."</p>
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