

WENCONG FA, No. 301679
Email: WFa@pacificlegal.org
Pacific Legal Foundation
555 Capitol Mall, Suite 1290
Sacramento, California 95814
Telephone: (916) 419-7111
Facsimile: (916) 419-7747

Attorney for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

CALIFORNIANS FOR EQUAL RIGHTS
FOUNDATION; CHUNHUA LIAO; and
DEBORAH FERRARI,

Plaintiffs,

v.

COUNTY OF ALAMEDA; ALAMEDA
COUNTY PUBLIC WORKS AGENCY; and
ALAMEDA COUNTY GENERAL SERVICES
AGENCY,

Defendants.

No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
NOMINAL DAMAGES**

INTRODUCTION

1. Successful public works often depend on the ingenuity of many private companies working together. A single public project may require, and provide opportunities for, separate subcontractors for paving, fencing, electrical systems, demolition, reinforcing steel, supplying equipment, and more. Yet companies that attempt to work on public projects face a pernicious barrier: government-sanctioned racial discrimination.

2. The Alameda County Construction Compliance Program and Enhanced Construction Outreach Program impose racial set asides on contractors. They compel prime contractors to subcontract 15 percent of the dollar amount of each applicable contract to subcontractors designated as minority business enterprises. And because the typical contract is

1 divvied up among both the prime contractor and many subcontractors, these set-asides essentially
2 work to exclude non-minority-owned specialty subcontractors in some fields from working on
3 public jobs.

4 3. Racial preferences in public contracting also demean the minority-owned
5 subcontractors that they purport to benefit. One subcontractor reported that he receives calls from
6 companies that know that he cannot do the work—just so that they can say that they made the
7 effort.¹ Others report that race-based contracting programs are “rife with fraud”—including “pass
8 through” subcontractors that allow the prime contractor meet the minority business “participation
9 goals,” but perform none of the work.²

10 4. The Alameda County programs in this case are plainly unconstitutional. They
11 violate both the Equal Protection Clause of the Fourteenth Amendment to the United States
12 Constitution, *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469, 493 (1989), and Art. I, § 31
13 (Proposition 209) of the California Constitution. *See Hi-Voltage Wire Works, Inc. v. City of San*
14 *Jose*, 24 Cal. 4th 537 (2000). In 2010, the County Counsel advised Alameda County that it needed
15 “to discontinue its current MWBE program” to comply with Proposition 209.³ The County did not
16 do so.⁴

17 5. Today, a coalition of Alameda County taxpayers—immigrants, grassroots
18 advocates, and a trucker—are seeking to end the County’s practice of compelling racial
19 discrimination in public contracting. This County should cease to distribute benefits and burdens

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22 ¹ Charlie Specht, *State hits minority construction milestone, but questions of fraud persist*, The
23 Buffalo News (Jan. 2, 2022), [https://buffalonews.com/news/local/state-hits-minority-construction-](https://buffalonews.com/news/local/state-hits-minority-construction-milestone-but-questions-of-fraud-persist/article_5f1ac538-68be-11ec-b359-7b397355a44b.html)
24 [milestone-but-questions-of-fraud-persist/article_5f1ac538-68be-11ec-b359-7b397355a44b.html](https://buffalonews.com/news/local/state-hits-minority-construction-milestone-but-questions-of-fraud-persist/article_5f1ac538-68be-11ec-b359-7b397355a44b.html).

25 ² *Id.*

26 ³ Letter from Daniel Woldesenbet, Director of Public Works et al., to the Alameda Cnty. Bd. of
27 Supervisors (Oct. 26, 2010) (“2010 Letter from Daniel Woldesenbet et al.”). A true and correct
28 copy of the letter is attached as Exhibit A.

⁴ Summary Action Minutes, Alameda Cnty. Bd. of Supervisors (Oct. 26, 2010) (“Meeting
Minutes”) at 14. A true and correct copy of the minutes is attached as Exhibit B.

1 on the basis of race, but instead recognize—as the proponents of Proposition 209 put it 26 years
2 ago—that “[w]e are individuals!”⁵

3 JURISDICTION AND VENUE

4 6. This Court has jurisdiction over this complaint for declaratory and injunctive relief
5 pursuant to Cal. Civ. Proc. Code § 1060.

6 7. Venue is proper in this Court pursuant to Cal. Civ. Proc. Code § 394 because
7 Defendants are a county and agencies situated in the County of Alameda.

8 PARTIES

9 Plaintiffs

10 8. Plaintiff Californians for Equal Rights Foundation (CFER) is a nonprofit foundation
11 established to defend Article I, Section 31 of the California Constitution and the principle of
12 equality under the law. It has members who are residents and taxpayers of Alameda County.

13 9. Plaintiff Chunhua Liao is a resident and taxpayer of Alameda County.

14 10. Plaintiff Deborah Ferrari is a resident and taxpayer of Alameda County.

15 Defendants

16 11. Defendant County of Alameda is a subdivision of the State of California, created
17 and existing by charter promulgated under the California Constitution. The County has a duty to
18 comply with the United States and California Constitutions by not engaging in discrimination on
19 the basis of race.

20 12. Defendant Alameda County Public Works Agency is an agency of the County of
21 Alameda and implements the Construction Compliance Program. The Public Works Agency has a
22 duty to comply with the United States and California Constitutions by not engaging in
23 discrimination on the basis of race.

24 13. Defendant Alameda County General Services Agency is an agency of the County of
25 Alameda and implements the Enhanced Construction Outreach Program. The General Services

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27 _____
28 ⁵ <https://vigarchive.sos.ca.gov/1996/general/pamphlet/209yesarg.htm>

1 Agency has a duty to comply with the United States and California Constitutions by not engaging
2 in discrimination on the basis of race.

3 **FACTUAL ALLEGATIONS**

4 **The Construction Compliance Program**

5 14. Government entities in California, including Alameda County, have had set-asides
6 for minority-owned businesses in public contracting since the 1980s.

7 15. The Construction Compliance Program has been in place since at least 2010 and is
8 implemented by the Public Works Agency.⁶

9 16. The Construction Compliance Program imposes a 15 percent participation goal for
10 minority-owned business enterprises for construction projects with bids that are \$100,000 or more.
11 The Construction Compliance Program imposes a 5 percent participation goal for women-owned
12 business enterprises for construction projects with bids that are \$100,000 or more.⁷

13 17. A minority-owned business enterprise is a small business, whose average annual
14 gross receipts cannot exceed \$21,300,000 over the preceding three fiscal years, that is controlled,
15 managed, and majority owned by a person who is a member of a government-defined socially or
16 economically disadvantaged group.⁸

17 18. For the purposes of the Construction Compliance Program, a “socially or
18 economically disadvantaged” person is an individual who is a member of one of the following
19 groups: “women, Black Americans, Hispanic Americans, Native Americans (including American
20 Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (including persons
21 whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United
22 States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), and other
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24 ⁶ October 2010 Letter from Daniel Woldesenbet et al., *supra* note 3.

25 ⁷ Daniel Woldesenbet, *Public Works Agency Construction, Workforce and Outreach Report*,
26 Alameda Cnty. Pub. Works Agency 1 (July 14, 2021) (“*Workforce and Outreach Report*”). A true
and correct copy of the report is attached as Exhibit C.

27 ⁸ Alameda Cnty. Pub. Works Agency, *Construction Compliance Program*, Alameda Cnty. Pub.
28 Works Agency 1 (Jan. 13, 2016) (“*Construction Compliance Program*”). A true and correct copy
of the document is attached as Exhibit D.

1 minorities or any other group of natural persons determined by the State Department of
2 Transportation to be so disadvantaged.”⁹

3 19. All prime contractors doing business with Alameda County must meet the 15
4 percent participation goal or demonstrate good-faith efforts to do so.¹⁰

5 20. Achievement of the participation goal is prima facie evidence of substantial good-
6 faith efforts on the part of the prime contractor.¹¹

7 21. If a prime contractor fails to meet the goals, it must demonstrate good-faith efforts
8 by satisfying a list of 10 requirements.

9 22. The “good-faith efforts” requirements compel the prime contractor to:

10 a. attend a pre-solicitation or pre-bid meeting scheduled by the Public
11 Works Agency to inform all bidders of the minority business program requirements
12 for the project for which the contract will be rewarded;

13 b. identify and select specific items of the project for which the contract
14 will be awarded to be performed by minority-owned businesses;

15 c. advertise, not less than 10 calendar days before the bid opening date
16 in one or more daily or weekly newspapers, trade association publications, minority-
17 or trade-oriented publications, trade journals, or other media, as specified by Public
18 Works Agency, for minority-owned businesses interested in participating in the
19 project;

20 d. provide written notice of his or her interest in bidding on the contract
21 to at least three minority-owned businesses for each project item to be performed by
22 minority-owned businesses at least 10 calendar days prior to the opening of bids;

23 e. follow up initial solicitations of interest by contacting minority-
24 owned businesses to determine, with certainty, whether those businesses were
25 interested in performing specific items of the project;

26 ⁹ *Id.* at 1-2.

27 ¹⁰ *Id.* at 2.

28 ¹¹ *Id.* at 3.

1 f. provide interested minority-owned businesses with information
2 about the plans, specifications, and requirements for the selected subcontracting of
3 material supply work;

4 g. request assistance from community organizations; minority-owned
5 business contractor groups, veterans groups; local, state or federal disadvantaged
6 business assistance officers; or other organizations that provide assistance in the
7 recruitment and placement of minority-owned businesses as they are available;

8 h. negotiate in good faith with minority-owned businesses and not
9 unjustifiably reject as unsatisfactory bids prepared by any minority-owned
10 businesses;

11 i. advise and make efforts to assist interested minority-owned
12 businesses in obtaining bonds, lines of credit, or insurance required by either the
13 Public Works Agency or the prime contractor; and

14 j. make efforts to obtain minority-owned business participation that
15 could reasonably be expected by the Public Works Agency to produce a level of
16 participation sufficient to meet the participation requirements.¹²

17 23. A prime contractor must meet all 10 requirements to receive a rebuttable
18 presumption that it has made the necessary good-faith efforts.¹³ Even if a prime contractor satisfies
19 all 10 requirements, the Public Works Agency may still determine that the contractor has not made
20 the necessary good-faith efforts to achieve the participation goal.

21 24. Prime contractors must report their compliance with the Construction Compliance
22 Program.¹⁴

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24 ¹² *Id.* at 3–5.

25 ¹³ *Id.* at 5.

26 ¹⁴ Daniel Woldesenbet, *REQUEST FOR PROPOSAL / QUALIFICATIONS No. LAN20212421*
27 *For Small Business Development and Community Outreach Services*, Alameda Cnty. Pub. Works
28 Agency 20-21 (2021) (“*REQUEST FOR PROPOSAL / QUALIFICATIONS*”). A true and correct
copy of the document is attached as Exhibit E.

1 25. If a prime contractor fails to meet the 15 percent minority business participation goal
2 or demonstrate the requisite good-faith efforts, the Public Works Agency will reject its bid.

3 26. There have been no studies conducted by the County in the past 15 years
4 documenting any past discrimination that would justify a race-conscious measure like the
5 Construction Compliance Program.

6 27. The Construction Compliance Program does not provide any end date by which time
7 its race-based measures will terminate.

8 28. The Construction Compliance Program applied to a bridge maintenance and repair
9 project, Project Specification No. 2343, which was adopted on May 29, 2020.¹⁵

10 29. The Construction Compliance Program applied to a road maintenance and repair
11 project, Project Specification No. 2410, which was approved for advertisement on July 20, 2021.¹⁶

12 30. The Public Works Agency is funded in part by the Alameda County General Fund,
13 which is funded, in part, by property taxes and other taxes.

14 31. Therefore, the Construction Compliance Program, which is funded by the Public
15 Works Agency, is funded in part through property taxes and other taxes.

16 **The Enhanced Construction Outreach Program**

17 32. The Enhanced Construction Outreach Program was established in 2003 and is
18 implemented by the General Services Agency.¹⁷

19 33. The Enhanced Construction Outreach Program imposes a 15 percent participation
20 goal for Minority Business Enterprises and a 5 percent participation goal for Women Business
21 Enterprises on all Capital Construction projects approved by the Alameda County Board of
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24 ¹⁵ Letter from Daniel Woldesenbet, Director of Public Works, to the Alameda Cnty. Bd. of
25 Supervisors (May 29, 2020) (“May 2020 Letter from Daniel Woldesenbet”). A true and correct
26 copy of the letter is attached as Exhibit F.

27 ¹⁶ Letter from Daniel Woldesenbet, Director of Public Works, to the Alameda Cnty. Bd. of
28 Supervisors (Oct. 1, 2021) (“October 2021 Letter from Daniel Woldesenbet”). A true and correct
29 copy of the letter is attached as Exhibit G.

¹⁷ October 2010 Letter from Daniel Woldesenbet et al., *supra* note 3.

Supervisors and managed by the General Services Agency for sealed bid construction projects over \$125,000.¹⁸

34. A Minority Business Enterprise is a Small Business Enterprise, as defined by Cal. Gov't Code § 14837(d)(1)(a), in which one or more minority persons control the daily business operations and management and own at least 51 percent of the business.¹⁹

35. For the purposes of the Enhanced Construction Outreach Program, the term "minority person" means "Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), and other minorities or any other group of natural persons identified as minorities in the project specifications" by the General Services Agency.²⁰

36. All prime contractors on Capital Construction projects approved by the Alameda County Board of Supervisors and managed by the General Services Agency for sealed bid construction projects over \$125,000 must meet the 15 percent minority business participation goal or demonstrate good-faith efforts to do so.²¹

37. Neither the County of Alameda nor the General Services Agency provides a method for a prime contractor to ensure that it has made good-faith efforts.

38. Instead, the General Services Agency provides a list of good-faith indicators on its website. Even if a prime contractor has satisfied all of the good-faith indicators, the General Services Agency may still reject its bid for failure to comply with the minority business participation goal.

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¹⁸ Alameda Cnty. Gen. Servs. Agency, *Enhanced Construction Outreach Program (ECOP) Information Guide*, Alameda Cnty. Gen. Servs. Agency 1 (June 15, 2017) ("*ECOP Information Guide*"). A true and correct copy of the information guide is attached as Exhibit H.

¹⁹ *Id.*

²⁰ Cal. Pub. Cont. Code § 2000(e)–(f); *ECOP Information Guide*, *supra* note 18, at 3.

²¹ *ECOP Information Guide*, *supra* note 18, at 3.

1 39. The good-faith indicators are as follows: whether a contractor

2 a. attended pre-solicitation or pre-bid meetings scheduled by the
3 General Services Agency to inform bidders of the Enhanced Construction Outreach
4 Program requirements;

5 b. identified and selected specific parts of the project to be performed
6 by minority-owned business enterprises or woman-owned business enterprises;

7 c. advertised, no less than 10 days before bids were opened, in
8 publications specified by the General Services Agency for minority-owned business
9 enterprises and woman-owned business enterprises;

10 d. provided written notice of its interest in bidding on the contract to a
11 minimum of three minority-owned business enterprises and woman-owned business
12 enterprises required to be notified by the project specifications no less than 10 days
13 before the opening of bids;

14 e. followed up initial solicitations of interest by contacting the
15 minority-owned business enterprises and woman-owned business enterprises to
16 determine with certainty their interest in the project;

17 f. provided the interested minority-owned business enterprises and
18 woman-owned business enterprises with information about the selected
19 subcontracting work;

20 g. requested assistance from organizations that provide assistance in the
21 recruitment and placement of minority-owned business enterprises and woman-
22 owned business enterprises;

23 h. negotiated in good faith with the minority-owned business
24 enterprises and woman-owned business enterprises and did not unjustifiably reject
25 their bids; and

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1 i. advised and made efforts to assist minority-owned business
2 enterprises and woman-owned business enterprises in obtaining required bonds,
3 lines of credit, or insurance, where applicable.²²

4 40. Prime contractors must report their compliance with the Enhanced Construction
5 Outreach Program.²³

6 41. If a prime contractor fails to meet the minority business participation goal or
7 demonstrate the requisite good-faith efforts, the General Services Agency will reject its bid.

8 42. There have been no disparity studies in the past 15 years documenting any past
9 discrimination that would justify a race-conscious measure like the Enhanced Construction
10 Outreach Program.

11 43. The disparity study conducted by the General Services Agency beginning
12 October 1, 2020, has not yet been completed.

13 44. The Enhanced Construction Outreach Program does not provide any end date by
14 which time its race-based measures will terminate.

15 45. The Enhanced Construction Outreach Program applied to a 2021 project to build a
16 training tower for the Alameda County Sheriff's Office, Project No. CPP21C201180000.²⁴

17 46. The General Services Agency, and consequently the Enhanced Construction
18 Outreach Program, is funded in part by the Alameda County General Fund.

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23 ²² Alameda Cnty. Gen. Servs. Agency, *GSA Enhanced Construction Outreach Program Good Faith*
24 *Efforts*, Alameda Cnty. Gen. Servs. Agency (Apr. 23, 2021) (“*ECOP Good Faith Efforts*”). A true
and correct copy of the good faith efforts brochure is attached as Exhibit I.

25 ²³ Alameda Cnty. Gen. Servs. Agency, *Compliance Reporting: Elation Systems*, Alameda Cnty.
26 Gen. Servs. Agency, [https://gsa.acgov.org/do-business-with-us/vendor-support/compliance-](https://gsa.acgov.org/do-business-with-us/vendor-support/compliance-reporting-elation-systems/)
reporting-elation-systems/ (last visited July 20, 2022).

27 ²⁴ Letter from Willie A. Hopkins, Jr. Director, Gen. Servs. Agency to the Alameda Cnty. Bd. of
28 Supervisors (Apr. 5, 2021). A true and correct copy of the letter is attached as Exhibit J.

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1 in the Construction Compliance Program and Enhanced Construction Outreach Program violate the
2 United States and California Constitutions. Defendants are continuing to enforce its race-based
3 measures in the Construction Compliance Program and Enhanced Construction Outreach Program.

4 57. Plaintiffs also contest the constitutionality of any similar race-based measures that
5 Defendants may subsequently enact and enforce.

6 **INJUNCTIVE RELIEF ALLEGATIONS**

7 58. Plaintiffs have no plain, speedy, and adequate remedy at law to address the
8 violations of their constitutional rights under color of state law. Plaintiffs' injury would not be
9 adequately remedied by pecuniary compensation, it would be extremely difficult to ascertain the
10 amount of compensation which would afford adequate relief, and injunctive relief is necessary to
11 prevent a multiplicity of judicial proceedings.

12 59. Plaintiffs have a substantial likelihood of succeeding on the merits of their claims
13 as the Defendants' enforcement of the race-based measures in the Construction Compliance
14 Program and Enhanced Construction Outreach Program violates the United States and California
15 Constitutions.

16 60. An injunction restraining Defendants from enforcing the race-based measures in the
17 Construction Compliance Program and Enhanced Construction Outreach Program will serve the
18 public interest. An injunction will not prevent Defendants from implementing public contracting
19 programs; it would instead only require Defendants to do so on a race-neutral basis.

20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **The Construction Compliance Program Violates**
23 **the Equal Protection Clause of the Fourteenth Amendment**
(42 U.S.C. § 1983)

24 **By all Plaintiffs against Defendants Alameda County**
25 **and Alameda County Public Works Agency**

26 61. Plaintiffs incorporate and reallege each and every allegation set forth in the
27 preceding paragraphs of this Complaint.

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1 62. The Fourteenth Amendment to the United States Constitution provides that “[n]o
2 State shall . . . deny to any person within its jurisdiction the equal protection of the laws.” U.S.
3 Const. amend. XIV, § 1.

4 63. Plaintiffs are citizens of the United States or persons within the jurisdiction thereof
5 under 42 U.S.C. § 1983.

6 64. Defendants Alameda County and Alameda County Public Works Agency are
7 persons under 42 U.S.C. § 1983. *Maine v. Thiboutot*, 448 U.S. 1, 4 (1980).

8 65. The Construction Compliance Program discriminates on the basis of race in
9 violation of the Equal Protection Clause.

10 66. The Construction Compliance Program facially discriminates on the basis of race.

11 67. The Construction Compliance Program is subject to strict scrutiny because it
12 categorizes individuals on the basis of race.

13 68. The Construction Compliance Program does not serve a compelling government
14 interest.

15 69. Defendants Alameda County and Alameda County Public Works Agency have not
16 specifically identified any racial discrimination to be remedied by making racial classifications.

17 70. Defendants Alameda County and Alameda County Public Works Agency lack a
18 strong basis in evidence to conclude that remedial action is necessary regarding any supposed racial
19 discrimination in Alameda County.

20 71. Even if they can demonstrate that the Construction Compliance Program serves a
21 compelling government interest, Defendants Alameda County and Alameda County Public Works
22 Agency cannot prove that the racial preferences mandated by the Construction Compliance
23 Program are narrowly tailored. Defendants Alameda County and Alameda County Public Works
24 Agency have not attempted to implement any race-neutral alternatives and the Construction
25 Compliance Program does not provide any end date for its race-based measures.

26 72. The Construction Compliance Program disproportionately burdens specialty
27 subcontractors.

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1 neutral alternatives and the Enhanced Construction Outreach Program does not provide any end
2 date for its race-based measures.

3 82. The Enhanced Construction Outreach Program disproportionately burdens specialty
4 subcontractors.

5 **THIRD CAUSE OF ACTION**

6 **The Construction Compliance Program Violates** 7 **Article I, Section 31 of the California Constitution**

8 **By all Plaintiffs against Defendants Alameda County** 9 **and Alameda County Public Works Agency**

10 83. Plaintiffs incorporate and reallege each and every allegation set forth in paragraphs
11 1–60 of this Complaint.

12 84. Article I, Section 31 of the California Constitution provides that the State of
13 California and its counties and other subdivisions “shall not discriminate against, or grant
14 preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or
15 national origin in the operation of public employment, public education, or public contracting.”
16 Cal. Const. art. I, § 31(a), (f).

17 85. The Construction Compliance Program grants preferential treatment to individuals
18 on the basis of race.

19 86. The Construction Compliance Program is not required by “any court order or
20 consent decree” in force as of November 6, 1996. Cal. Const. art. I, § 31(d).

21 87. The Construction Compliance Program is not necessary to “establish or maintain
22 eligibility for any federal program, where ineligibility would result in a loss of federal funds to the
23 State.” Cal. Const. art. I, § 31(e).

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1 **FOURTH CAUSE OF ACTION**

2 **The Enhanced Construction Outreach Program Violates**
3 **Article I, Section 31 of the California Constitution**

4 **By all Plaintiffs against Defendants Alameda County**
5 **and Alameda General Services Agency**

6 88. Plaintiffs incorporate and reallege each and every allegation set forth in paragraphs
7 1–60 of this Complaint.

8 89. Article I, Section 31 of the California Constitution provides that the State of
9 California and its counties and other subdivisions “shall not discriminate against, or grant
10 preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or
11 national origin in the operation of public employment, public education, or public contracting.”
12 Cal. Const. art. I, § 31(a), (f).

13 90. The Enhanced Construction Outreach Program grants preferential treatment to
14 individuals on the basis of race.

15 91. The Enhanced Construction Outreach Program is not required by “any court order
16 or consent decree” in force as of November 6, 1996. Cal. Const. art. I, § 31(d).

17 92. The Enhanced Construction Outreach Program is not necessary to “establish or
18 maintain eligibility for any federal program, where ineligibility would result in a loss of federal
19 funds to the State.” Cal. Const. art. I, § 31(e).

20 **PRAYERS FOR RELIEF**

21 Wherefore, Plaintiffs pray for judgment from this Court as follows:

22 1. A declaratory judgment, pursuant to Cal. Civ. Proc. Code § 1060, that the race-based
23 measures in Construction Compliance Program and Enhanced Construction Outreach Program
24 violate the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution
25 and Article I, Section 31 of the California Constitution.

26 2. A permanent injunction, pursuant to Cal. Civ. Proc. Code § 525 *et seq.*, preventing
27 Defendants from enforcing the race-based measures in the Construction Compliance Program and
28 the Enhanced Construction Outreach Program, and from adopting any similar policies that
discriminate on the basis of race in violation of the Equal Protection Clause of the Fourteenth

1 Amendment to the United States Constitution and Article I, Section 31 of the California
2 Constitution.

3 3. An award to Plaintiffs of reasonable attorney fees, costs, and expenses, pursuant to
4 42 U.S.C. § 1988, Cal. Civ. Proc. Code § 1021.5, and any other applicable authority, for bringing
5 and maintaining this action.

6 4. An award to Plaintiffs of \$1.00 in nominal damages.

7 5. An award to Plaintiffs of any other and further relief that this Court deems just and
8 proper under the circumstances of this case.

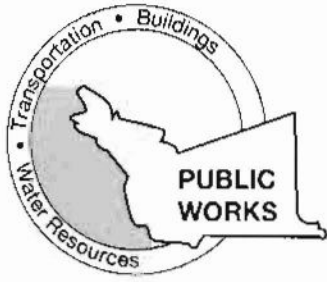
9 DATED: July 25, 2022.

10 Respectfully submitted,

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12 /s/ Wencong Fa
WENCONG FA

13 Attorney for Plaintiffs
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EXHIBIT A



AGENDA ITEM # _____ October 26, 2010

**COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY**

399 Elmhurst Street • Hayward, CA 94544-1307
(510) 670-5480

October 21, 2010

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Ste. 536
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT: ADOPT THE ALAMEDA COUNTY ENHANCED
CONSTRUCTION OUTREACH PROGRAM**

RECOMMENDATIONS:

Adopt and approve the resolution modifying the Alameda County Enhanced Construction Outreach Program for the General Service Agency and the Public Works Agency construction projects.

DISCUSSIONS/FINDINGS:

In its recent decision in the of the case Coral vs. San Francisco, the Supreme Court of California struck the San Francisco M/WBE program as unconstitutional. Since the M/WBE program employed by Alameda County is similar to that of San Francisco, the court's decision will render the County's program as unconstitutional as well.

In order to be compliant with the law as established by the above referenced case, County Counsel advised that Alameda County needs to discontinue its current MWBE program. To this end, it is recommended that your Board substitute the current M/WBE program with a new "Enhanced Construction Outreach Program" that will continue to target small and local businesses for construction contracts.

The Current Alameda County Construction Compliance Program sets goals for construction projects of \$125,000 or greater to encourage the participation of Minority/Woman-owned Enterprises (M/WBE) in construction projects. Specific Goals are established for individual projects at 10% MBE and 5% WBE. Contractors not meeting these goals must submit documentation that shows that the contractor exercised a substantial good faith effort to secure the goals set on the project. The current M/WBE program does not have local participation goals.

The County will continue to encourage M/WBE's participation through its aggressive outreach efforts to local businesses. It is our belief that the proposed program can encourage both M/WBE and Local participation in Construction Programs administered by the County by Public Works, GSA and CDA

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works



Patrick O'Connell
Auditor/Controller



Aki Nakao
Director, General Services Agency

Attachment: ALAMEDA COUNTY ENHANCED CONSTRUCTION OUTREACH
PROGRAM

Approved as to Form
RICHARD E. WINNIE, County Counsel

By 

**Resolution Modifying the County's Enhanced Construction Outreach
Program for General Service Agency and Public Works Agency Construction
Projects**

Whereas, during the past twenty years, the County of Alameda has maintained a variety of programs to assist small and local contractors in gaining contracts on Alameda County public construction projects; and,

Whereas, in 2003, the Board of Supervisors approved the General Service's Agency's Enhanced Construction Outreach Program, which provided goals and outreach efforts directed at small, local, minority, and women-owned construction firms; and

Whereas, the Board of Supervisors finds that the ECOP program has enhanced business opportunities for small firms and Alameda County construction firms by assisting them in entering the field of public construction and/or expanding their presence in that field; and,

Whereas, as a result of the national recession, Alameda County continues to suffer from a high unemployment rate and a depressed economic activity level in many Alameda County communities; and,

Whereas, continuing the ECOP program will assist small businesses and Alameda County businesses in having an opportunity to compete for public construction work and will thereby increase competition in bidding on Alameda County projects; and,

Whereas, recent court decisions have caused the County to need to modify some aspects of the ECOP program;

NOW, THEREFORE, BE IT RESOVLED that the Board hereby approves the modified Enhanced Construction Outreach Program, attached hereto as Exhibit 1 to this Resolution

ENHANCED CONSTRUCTION OUTREACH PROGRAM

PURPOSE

It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation in County of Alameda construction contracts of:

- Local Business Enterprise (LBE) and
- Small Local and Emerging Businesses (SLEB)

The County seeks to ensure that all contracting firms receive an equal opportunity to bid on and receive work on Alameda County construction projects. The ECOP encourages including small businesses in Alameda County construction contracts in accordance with Public Contract Code Section 2002.

It is also the purpose of this program to encourage businesses to locate and remain in Alameda County, to employ residents of Alameda County, and to spend County funds for County construction projects within the County.

APPLICATION

This program applies to all Alameda County construction contracts valued at \$125,000 and above. To be considered for a construction contract award, any contractor who fails to meet the Enhanced Construction Outreach Program (ECOP) LBE and SLEB goals shall be required to demonstrate to the satisfaction of the County that a good faith effort (GFE) was made in accordance with the GFE requirements criteria listed below. A contract, if awarded, will be awarded to the lowest responsible bidder.

This program will not apply to Public Works Agency construction projects that contain a required CalTrans DBE program or to any contracts where federal or state law bars use of the ECOP program.

DEFINITIONS

LOCAL BUSINESS ENTERPRISE (LBE)

For the purposes of this program, a Local Business Enterprise means a business that is a firm or dealer with fixed offices located in and having a street address within the County for at least 6 months prior to the date upon which a request for sealed bids or proposals is issued and which holds a valid business license issued by the County or a city within the County.

SMALL LOCAL/EMERGING BUSINESS (SLEB)

For purposes of this Program, a Small Local/Emerging Business (SLEB) is a business that meets the United States Small Business Administration (SBA) standards as having no more than the number of employees or average annual gross receipts over the last 3 years based on the small businesses' appropriate North American Industry Classification System (NAICS) code. A Small Local/Emerging Business (SLEB) must be certified by the County to qualify for this program. A certification application package is available at <http://www.acgov.org/auditor/sleb/cert.htm>.

ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

LOCAL BUSINESS ENTERPRISE PARTICIPATION GOALS –60%/40% GOALS

This program shall include subcontractors, suppliers and truckers. Any contractor who fails to meet the LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

- a. The County shall award construction contracts to the lowest responsible bidder as required by law. The County shall further require that in order to be awarded a contract on General Services Agency construction projects; a prime contractor must subcontract 60% of the contract to LBEs or demonstrate that a good faith effort was made to meet the goal. For Public Works Agency construction projects, a prime contractor must subcontract 40% of the contract to LBEs or demonstrate that a good faith effort was made to meet the goal.
- b. An LBE prime contractor may count a portion or all of its work towards meeting the goal and/or the LBE goal.

SMALL LOCAL/EMERGING BUSINESS PARTICIPATION - 20% GOAL

This program shall include subcontractors, suppliers and truckers. Any contractor who fails to meet the SLEB goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

- a. The County shall award construction contracts to the lowest responsible bidder as required by law. The County shall further require that in order to be awarded a contract, a prime contractor must subcontract 20% of the contract to SLEBs or show that a good faith effort was made to meet the goal.
- b. An SLEB prime contractor may count a portion or all of its work towards meeting the goal. For purposes of meeting this SLEB goal, the 20% may be a part of the 60%/40% LBE participation goal and/or a part of the prime contractor participation.

SMALL LOCAL/EMERGING BUSINESSES – 5% BID PREFERENCE

Prime contractors who are certified SLEBs shall receive a 5% bid preference. Prime contractors that subcontract with certified SLEBs (in accordance with the Public Contract Code 2002) for a minimum 40% of the contract amount will also receive a 5% bid preference. This bid preference shall be applied by multiplying the total Base Bid amount by .95 to determine the bid amount for comparison purposes.

HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS

The County of Alameda, General Services Agency (GSA), Technical Services Department (TSD) strongly encourages the hiring of local apprentices, youth, unemployed and under-employed County residents to complete the work required for this project. Those firms that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and underemployed County residents should include such evidence in their bid response.

GOOD FAITH EFFORTS, ECOP PACKAGE SUBMITTALS, AND EVALUATION PROCEDURES

It is required that bidders, exercise a good faith effort to secure the participation, as set forth in the specifications, of LBE and SLEB subcontractors, suppliers and/or truckers on the project. Achievement of the ECOP goals set forth herein shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any bidder to make a good faith effort to achieve the specified participation of LBE and SLEB subcontractors, suppliers, manufacturers, and/or truckers shall be grounds for determining that the bid is non-responsive.

GFEs listed herein and suggested samples are not meant to be mandatory or exclusionary. Other documentation may also be acceptable as long as it satisfies the evidence of such GFE. For additional information regarding the ECOP Package submittals contact the GSA Contract Compliance Officer listed in Section IV below.

Required Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> Copy of pre-bid meeting sign in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by LBEs and SLEBs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> Copy of advertisements, certified letters, successfully completed faxes and/or other notices to LBEs and SLEBs with selected specific items identified.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the local agency for LBEs and SLEBs that are interested in participating in the project.	<ul style="list-style-type: none"> Copy of advertisements placed showing publication name and date, and dated receipts. Dated receipt with ad copy.
4. The bidder provided written notice of his or her interest in bidding on the contract to the number of LBEs and SLEBs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified SLEBs in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb_query/slebmenu.jsp . The minimum number of	<ul style="list-style-type: none"> Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent etc.) Undelivered faxes do not count toward the effort to meet the minimum requirement Trades and specialties, in addition to LBE and/or SLEB designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation

	LBE and SLEB firms required to be notified is three (3) for each item of the project selected to be performed by a LBE or SLEB, where a LBE or SLEB subcontractor has not been secured for that item.	
5.	The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	<ul style="list-style-type: none"> Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date, etc.)
6.	The bidder provided interested LBEs and SLEBs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.	<ul style="list-style-type: none"> Copy of published advertisements, letters, successfully completed faxes, etc. with LBE and SLEB name/contact information including the required information or directions on how to obtain it and the date the information was provided Agenda, meeting notes, etc. including specific topics discussed, LBE and SLEB firm names and contact persons in attendance that received information, and the location and date information was provided
7.	The bidder requested assistance from LBE and SLEB community organizations; local and small contractor groups, local, state, or federal small and local business assistance offices, or other organizations that provide assistance in recruitment and placement of LBEs and SLEBs.	<ul style="list-style-type: none"> Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) or 2nd written request to follow-up, if needed. Contractor must attempt to contact at least two organizations. Phone log is not acceptable.
8.	The bidder negotiated in good faith with the LBEs and SLEBs and did not unjustifiably reject as unsatisfactory bids prepared by any LBEs and SLEBs as determined by GSA.	<ul style="list-style-type: none"> Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid item(s), bid price, LBE or SLEB classification, and comments re: selection or rejection LBE and SLEB bids accepted and included in bid response
9.	Where applicable, the bidder advised and made efforts to assist interested LBEs and SLEBs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.	<ul style="list-style-type: none"> Copy of advertisements or other notices with specifics referencing willingness to assist LBEs and SLEBs Agenda, meeting notes including presenter's name and title, specific topics discussed, hand outs etc., name of LBE and SLEB firms in attendance, contact persons who received advice, location and date advice was provided

The performance by a bidder of the Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort

to comply with the goals and requirements relating to participation by LBEs and SLEBs established by this program.

JOINT VENTURES

Whenever a joint venture occurs involving either a prime or non-prime (i.e., subcontractors and suppliers) LBE or SLEB firm at any level of contracting, trucking, manufacturing, or supplying, the prime contractor shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the prime contractor's effort, the LBE or SLEB percentage which is to be attributed to a joint venture shall be determined by multiplying the percentage of the total contract amount which is to be performed by the joint venture times the percentage of actual financial participation in the joint venture that the LBE or SLEB business represents.

NONDISCRIMINATION

The Contractor shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation, political affiliation, or by any other non-merit factors be otherwise subjected to discrimination. The Contractor shall apply ECOP to ensure that applicants are employed, and that employees are treated during employment without regard to their race, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors.

INFORMATION AND RECORDS

For the purposes of determining compliance with this program, the Contractor shall provide the County with access to all records and documents that relate to LBE and SLEB participation, and to all records of employment advertisements, application forms, tests and other selection techniques used to hire, transfer, promote, train or retain personnel, and other pertinent records and data pertaining to the project under consideration. Proprietary information will be safeguarded.

SUBSTITUTION OF LBE and SLEB FIRMS

Substitution of other firms (subcontractors at any level, suppliers and/or truckers) for those LBES and SLEBs listed in the proposal shall not be made without prior approval of the County, and shall be in accordance with State or Federal law where applicable.

NON-COMPLIANCE WITH CONSTRUCTION OUTREACH PROGRAM

During the performance of the contract, if the County finds that the Contractor has not met the ECOP requirements in the contract, the Director of the applicable County agency (or designee) shall hold a meeting with the Contractor for the purpose of determining whether the Contractor is out of compliance. If after the meeting the Contractor is found to be still out of compliance, the Contractor will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Contractor. If the Board of Supervisors finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed.

A finding at the public hearing that there has been a violation of the ECOP requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following as liquidated damages:

- a. Withhold an additional ten percent (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
- b. Suspend the contract until such time as the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
- c. Terminate the contract and collect appropriate damages from the Contractor.
- d. Declare that the Contractor is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Contractor can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

OUTREACH

To promote the ECOP goals and assist contractors and sub-contractors in their efforts to develop the relationships they may require to meet the ECOP goals for this project, the County will

- a. E-mail the Notice to Bidders to the appropriate vendors in the GSA Local Vendor Database and other sources and include the list of vendors e-mailed.
- b. Advertise the project in multiple local newspapers, trade organizations and chambers of commerce, and plan rooms. This project will also be posted on the GSA Current Contracting Opportunities and Calendar of Events websites (see website URL addresses below).
- c. Incorporate a networking and informational component into the mandatory bid walk/site visit.
- d. Provide information about the project, the ECOP, and other current and upcoming projects at the bid conference/networking meeting.

- e. E-mail the list of attendees from the mandatory bid walk attendee list to each attendee when issuing the Addendum and post the list and Addendum on the Current Contracting Opportunities website.

EXHIBIT B

SUMMARY ACTION MINUTES



BOARD OF SUPERVISORS

Regular Meeting

Tuesday, October 26, 2010

COUNTY ADMINISTRATION BUILDING
SUPERVISORS' CHAMBER
1221 OAK STREET
FIFTH FLOOR, ROOM 512
OAKLAND, CALIFORNIA

SCOTT HAGGERTY
GAIL STEELE
ALICE LAI-BITKER, PRESIDENT
NATE MILEY, VICE-PRESIDENT
KEITH CARSON

DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
DISTRICT 5

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

RICHARD E. WINNIE
COUNTY COUNSEL

MISSION

*TO ENRICH THE LIVES OF ALAMEDA COUNTY RESIDENTS THROUGH VISIONARY POLICIES AND
ACCESSIBLE, RESPONSIVE, AND EFFECTIVE SERVICES.*

VISION

ALAMEDA COUNTY IS RECOGNIZED AS ONE OF THE BEST COUNTIES IN WHICH TO LIVE, WORK AND DO BUSINESS.

The Board of Supervisors welcomes you to its meetings and your interest is appreciated. If you wish to speak on a matter on the agenda or during public input, please fill out a speaker slip at the front of the Chambers and turn it in to the Clerk as soon as possible. When addressing the Board, please give your name for the record prior to your presentation. If you wish to speak on a matter **not** on the agenda, please wait until the President calls for public input at the end of the Regular Calendar. **NOTE:** Only matters within the Board of Supervisors' jurisdiction may be addressed. Time limitations shall be at the discretion of the President of the Board.

Pursuant to Board Policy: (1) Signs or demonstrations are prohibited during Board meetings; (2) Any Board Member may request a **two-week** continuance on any item appearing for the first time; (3) All agenda items shall be received by the County Administrator prior to 3 p.m. on Tuesday **two** weeks before the meeting date or earlier when a Holiday intervenes.

Hearing difficulty? Please ask the Clerk for use of a personal sound receiver. The Board of Supervisors' meetings are wheelchair accessible. Call (510) 208-4949 (voice) or (510) 834-6754 (TDD) to request a sign-language interpreter. Five working days' notice is required. If you have questions regarding the agenda, please call (510) 208-4949.

Attention: The Alameda County internet address is www.acgov.org. All regular Board of Supervisors' meetings held in the Board Chamber can be heard live on the Board's web page. In order to log on, please do the following: click on the County's homepage as noted above and click on the "[Board of Supervisors Meeting - LIVE! Broadcast](#)" link. You may also access archived audio recordings, meeting agenda and minutes, as well as meeting dates on the Board's web page <http://www.acgov.org/board/index.htm>. All documents are archived on the web page for a period of 6 months.

Normally, the Board meets on Tuesdays and their **meeting begins no earlier than 10:30 a.m.** and may begin later, depending on the Closed Session, which normally begins at 9:30 a.m.

SUMMARY ACTION MINUTES

9:30 A.M.

CALL TO ORDER AND SALUTE TO FLAG

APPROVED MINUTES

- a) REGULAR MEETING: TUESDAY, SEPTEMBER 28, 2010

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

- a) Agency Negotiators: Mary Welch and Cynthia Baron - Employee Organization: Service Employees International Union, Local 1021
- b) Agency Negotiators: Mary Welch and Cynthia Baron - Employee Organization: All Labor Organizations
- c) Agency Negotiator: Mary Welch - Employee Organization: Unrepresented Management

CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

- a) Initiation of litigation pursuant to Subdivision (c) of Government Code § 54956.9: (Five Cases)
- b) Significant exposure to litigation pursuant to Subdivision (b) of Government Code § 54956.9: (Four Cases)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a) Name of Case: County of Alameda v. Assessment Appeals Board of the County of Alameda, California Superior Court, County of Alameda, Case No. RG10498243
- b) Name of Case: County of Alameda v. Neira, et al., California Superior Court, County of Alameda, Case No. RG10525158
- c) Name of Case: County of Alameda v. Zendejas, California Superior Court, County of Alameda, Case No. RG10496969

SITTING AS THE BOARD OF DIRECTORS FOR ALAMEDA COUNTY REDEVELOPMENT AGENCY

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a) Property: Assessor's Parcel Number 080A-153-010-00 (approximately 913,889 square feet of parcel)
Agency Negotiators: Chris Bazar and Eileen Dalton
Negotiating Parties: County of Alameda, Aki Nakao, Director, General Services Agency
Under Negotiation: Price and terms of payment
- b) Property: Assessor's Parcel Number 2-0075-002-02 and 2-00752-002-01, 1111 Jackson Street, Oakland, California
Agency Negotiators: Aki Nakao and Tim Timberlake
Negotiating Parties: EBOP Associates, LLC
Under Negotiation: Price and terms of payment

SUMMARY ACTION MINUTES

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

- a) Director, Social Services Agency

10:30 A.M. - SET MATTERS

1. **CONSENT CALENDAR (See Appendix, Item Numbers 51 – 72)**

42153 Approved as recommended

10:30 A.M. - REGULAR CALENDAR

COUNTY COUNSEL: REPORT ON ACTION TAKEN IN CLOSED SESSION

None

BOARD OF SUPERVISORS' REMARKS

Supervisor Haggerty attended the Large Urban County Caucus Annual Retreat in Palm Beach, Florida, October 13-15.

Supervisor Carson reported that he, President Lai-Bitker and the County Administrator attended the East Bay Trade Mission in China.

Susan S. Muranishi, County Administrator gave a brief update regarding the State budget.

PROCLAMATION/COMMENDATION

2. *President Lai-Bitker* – Proclaim October 29, 2010 as “Regional Day of Remembrance”

[Attachment](#)

Presented

FILE 25677

PUBLIC ASSISTANCE

3. *Social Services Agency* – Approve and authorize the execution of a new community-based organization master contract (Master Contract No. 900786, Procurement No. 5789) and related Exhibits with Ethiopian Community & Cultural Center (Principal: Ermias Getachew; Location: Oakland) for provision of Family Caregiver Support Program Services to Area Agency on Aging clients, 9/1/10 – 6/30/11 (\$50,670) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26691

C-900786

C-5789

SUMMARY ACTION MINUTES

4. *Social Services Agency* – Approve a funding augmentation and related contract amendment to the community-based organization Master Contract No. 900183, Purchase Order No. 9262, and Procurement No. 5622 with Beyond Emancipation (Principal: Rick McCracken; Location: Oakland) for increased educational enhancements related to the delivery of Foster and Emancipated Youth Aftercare services, 7/1/10 – 6/30/11, increasing the amount from \$843,000 to \$896,667 (\$53,667 increase); delegate authority to the Agency Director to execute the amendment under the master contracting process; and approve an increase in appropriation – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 **Approved as recommended**

FILE 26232
C-900183
C-9262
C-5622
R-2010-418F

5. *Social Services Agency* – Approve the following recommendations to continue and expand services provided for the dislocation of workers from the NUMMI auto plant and the network of NUMMI suppliers in Alameda County:

- A. Approve a funding augmentation to the fiscal year 2010-2011 standard agreement (Procurement No. 5412) with UAW-Labor Employment and Training Corporation (Principal: Robert Nelson; Location: Cerritos) to provide re-training and re-employment services to the workers dislocated from the NUMMI Plant in Fremont, 4/1/10 – 6/30/11, increasing the amount from \$1,875,000 to \$5,658,650 (\$3,783,650 increase) with authority to renew through 3/31/12 for an additional \$4,155,650; and delegate authority to the Agency Director to sign the amendment agreement;
 - B. Approve a funding augmentation to the current community-based master contract (Master Contract No. 900123, Procurement No. 5557) with Crisis Support Services of Alameda County (Principal: Nancy Salamy; Location: Oakland) for expanded Workforce Investment Act counseling, support and employment services, 7/1/10 – 6/30/11, increasing the amount from \$125,000 to \$265,000 (\$140,000 increase); and delegate authority to the Agency Director to execute the contract amendment under the master contracting process;
 - C. Approve a funding augmentation to the current community-based organization master contract (Master Contract No. 900035, Procurement No. 5779) with Chabot-Las Positas Community College District (Location: Hayward) for expanded Workforce Investment Act re-employment services, 7/1/10 – 6/30/11, increasing the amount from \$200,000 to \$695,000 (\$495,000 increase); and delegate authority to the Agency Director to execute the contract amendments under the master contracting process; and
 - D. Authorize an additional appropriation and revenue of \$9,855,459
- CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 **Approved as recommended**

FILE 26692
C-5412
C-900123
C-5557
C-900035
C-5779
R-2010-399F

SUMMARY ACTION MINUTES

6. *Social Services Agency* – Approve a new funding augmentation to the current community-based master contract (Master Contract No. 900435, Procurement No. 5825) with WestCoast Children’s Clinic (Principal: Stacy Katz; Location: Oakland) for the provision of the Youth Board Advisory services, 11/1/10 – 6/30/11 (\$750,341) with authority to renew in an amount not to exceed \$1,125,511 for the period of 7/1/11 – 6/30/12; delegate authority to the Agency Director to execute the contract under the master contracting process; and approve an increase in appropriation – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

**FILE 25887
C-900435
C-5825
R-2010-400F**

7. *Social Services Agency* – Approve and authorize the execution of a funding augmentation to a standard agreement (Procurement No. 1548) with Robert Jemerson (Principal: Robert Jemerson; Location: Oakland) for enhanced Independent Living Skills Program Emancipation Training and Support Services with no change in the contract term, increasing the amount from \$2,912,000 to \$3,162,000 (\$250,000 increase); and approve an increase in fiscal year 2010-2011 appropriation in the amount of \$100,000 – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

**FILE 26298
C-1548
R-2010-401F**

8. *Social Services Agency and General Services Agency* – Approve a Seventh Amendment to Lease (C-98-277) with Dollinger Harbor Bay Associates (Principal: David B. Dollinger; Location: Redwood City) to extend by one year the lease for 25,430 square feet of office space for the Social Services Agency at 1351 Harbor Bay Parkway, Suite 201, Alameda, extending the contract term from 9/1/10 to 8/31/11 (\$762,900); and authorize the Board President to execute the lease agreement after County Counsel review – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26693
C-2010-181**

SITTING AS THE IN-HOME SUPPORT SERVICES PUBLIC AUTHORITY

9. *Social Services Agency* – Approve and authorize a new Personnel Services Contract for Cecilia Carey (Location: Oakland) to backfill a vacant funded Health Benefits Eligibility Specialist position, 11/1/10 – 6/30/11 (\$48,000) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26694

SUMMARY ACTION MINUTES

HEALTH CARE SERVICES

10. *Behavioral Health Care Services* – Approve the following recommendations:

- A. Approve the use of Mental Health Service Act Innovation Funds of \$2,543,800 for the Innovative Grants Program; and
- B. Approve and authorize the execution of a standard agreement (Procurement No. 5741) with Philanthropic Ventures Foundation (Principal: Bill Somerville; Location: Oakland) to provide management services for the Donor-Advised Mental Health Services Act Innovative Grants Program fund, 10/1/10 – 9/30/12 (\$80,000)

– CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26695
C-5741**

11. *Behavioral Health Care Services* – Approve the funding for four existing positions in the amount of \$413,642 in keeping with the Proposed Recruitment/Selection Process for positions funded from the Mental Health Services Act which was reviewed and approved by the Board on 4/27/10; and approve related budget adjustments – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

**FILE 25688
R-2010-402F**

12. *Behavioral Health Care Services* – Approve and accept a grant award from the City of Livermore, Education Advisory Board in the amount of \$2,543 for Project GROW for the youth at Camp Wilmont Sweeney supervised by Behavioral Health Care Services Guidance Clinic and 4-H Youth Development – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26696

13. *Health Care Services Agency* – Approve a standard agreement (Procurement No. 5836) with Kring Design Studio (Principal: Bryan Kring; Location: Oakland) to provide graphic design services for the development of the annual Measure A Oversight Committee report, 10/1/10 – 6/30/11 (\$11,000) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26697
C-5836**

14. *Health Care Services Agency* – Approve a standard agreement (Procurement No. 5807) with the City of Hayward Youth and Family Services Bureau to continue providing a continuum of interconnected school-based behavioral health services in six Hayward Schools as part of School Health Services, Our Kids/School-Based Behavioral Health Initiative, 9/1/10 – 8/31/11 (\$203,010) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26698
C-5807**

15. *Health Care Services Agency* – Approve a master agreement with Oakland Unified School District in support of school-based health and wellness services, 10/1/10 – 9/30/15 – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26143
C-2010-188**

SUMMARY ACTION MINUTES

16. *Health Care Services Agency* – Approve a standard agreement (Procurement No. 5880) with C & C Advisors, LLC (Principal: Cheryl Northfield; Location: Oakland) in order to provide management, specifications design, user acceptance training, training and go-live management services required for the implementation of the expanded Health Care Coverage Initiative changes that are mandated by the 1115 waiver and require significant re-design of the intake and enrollment process. Contractor will also develop a plan to transition all responsibilities to in-house employees of Health Care Services Agency, 10/1/10 – 9/30/11 (\$318,240); and approve related budget adjustments – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

FILE 26699

C-5880

R-2010-403F

17. *Health Care Services Agency* – Approve an allocation of \$50,000 utilizing \$30,000 from District 1 and \$20,000 from District 4 Measure A “other” funds in support of the CPR7 Program (a cardiopulmonary resuscitation training program) a joint project between Alameda County School Health Services and Emergency Medical Services, 10/1/10 – 6/30/11 – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26600

18. *Health Care Services Agency* – Approve a standard agreement (Procurement No. 5862) with Horizon Services (Principal: Keith Lewis; Location: Hayward) in the amount of \$61,000 utilizing District 4 Measure A “other” funds in support of the Medication Disposal Initiative, 7/1/10 – 6/30/11 – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26569

C-5862

19. *Health Care Services Agency* – Approve the following recommendations:

- A. Approve master contract augmentations with community-based organizations in an amount totaling \$2,352,265 in order to provide additional Alameda County Excellence services to indigent patients, with no change in the contract term:
1. Asian Health Services, Master Contract No. 900257, Procurement No. 5881 (Principal: Sherry Hirota; Location: Oakland), increasing the amount from \$1,993,721 to \$2,126,164 (\$132,443 increase);
 2. Axis Community Health, Master Contract No. 000006, Procurement No. 5515 (Principal: Sue Compton; Location: Pleasanton), increasing the amount from \$1,363,673 to \$1,422,362 (\$58,689 increase);
 3. Healthy Communities, Inc., Master Contract No. 900222, Procurement No. 5516 (Principal: Pastor Raymond Lankford; Location: Oakland), increasing the amount from \$857,153 to \$874,095 (\$16,942 increase);
 4. La Clinica de la Raza, Master Contract No. 900116, Procurement No. 5517 (Principal: Jane Garcia; Location: Oakland), increasing the amount from \$3,569,425 to \$3,677,813 (\$108,388 increase);
 5. Life Long Medical Care, Master Contract No. 900131, Procurement No. 5583 (Principal: Martin Lynch; Location: Berkeley), increasing the amount from \$1,959,650 to \$2,047,858 (\$88,208 increase);
 6. Native American Health Center, Inc., Master Contract No. 900095, Procurement No. 5521 (Principal: Martin Waukazoo; Location: Oakland), increasing the amount from \$1,072,967 to \$1,097,768 (\$24,801 increase);
 7. Tiburcio Vasquez Health Center, Master Contract No. 900214, Procurement No. 5520 (Principal: Jose Joel Garcia; Location: Union City), increasing the amount from \$1,922,208 to \$1,985,028 (\$62,820 increase);

SUMMARY ACTION MINUTES

8. Tri-City Health Center, Master Contract No. 900120, Procurement No. 5523 (Principal: Kathleen Lievre; Location: Fremont), increasing the amount from \$1,167,565 to \$1,288,148 (\$120,583 increase);
 9. West Oakland Health Center, Master Contract No. 900105, Procurement No. 5519 (Principal: Dr. Robert Cooper; Location: Oakland), increasing the amount from \$2,252,108 to \$2,406,990 (\$154,882 increase);
 10. Alameda County Medical Center, Master Contract No. 900077, Procurement No. 5518, increasing the amount from \$75,854,678 to \$77,439,188 (\$1,584,510 increase);
- B. Authorize the Agency Director to negotiate and execute contract exhibits; and
C. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$2,352,265
– CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

**FILE 26700
C-900257
C-5881
C-000006
C-5515
C-900222
C-5516
C-900116
C-5517
C-900131
C-5583
C-900095
C-5521
C-900214
C-5520
C-900120
C-5523
C-900105
C-5519
C-900077
C-5518
R-2010-404F**

20. *Health Care Services Agency and General Services Agency* – Approve the Assignment of the 33-year Ground Lease, a portion of Assessor Parcel No. 80A-153-10 with Regional Center of the East Bay to Laurel Bay Recovery Center (Principal: Mardie Oaks; Location: San Francisco) for 24,112 square feet of land located at 15400 Foothill Boulevard on the Fairmont Hospital Campus in San Leandro by:
- A. Signing the Assignment of Ground Lease and Consent to Assignment documents; and
B. Signing and notarizing the Ground Lessor's Estoppel Certificate and Agreement
C. The Ground Lease will expire in 2044, with the lease revenue for fiscal year 2011-2012 will be \$39,600, total lease revenue for the term of the lease will be \$1,883,986
– CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26701
C-2010-167
C-2010-168**

SUMMARY ACTION MINUTES

21. *Health Care Services Agency and General Services Agency* – Approve a Modification of Lease C-2005-43 with KW Fund 1 – Hegenberger L.P., a Delaware limited partnership, c/o Kennedy Wilson Properties, successor in interest to Austiaj Properties, a California limited partnership, Khashayar Investment Inc., a California corporation for 18,200 rentable square feet at 333 Hegenberger Road, Suite 600, Oakland for the Health Care Services Agency’s Behavioral Health Care Services Vocational Department, 9/1/10 – 8/31/15 (fiscal year 2010-2011 pro-rated rent for ten months is \$300,300, and the rent for the full term is \$1,712,415); and authorize the Board President to execute the agreement after County Counsel review – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26702

C-2010-183

22. *Public Health Department* – Approve the following recommendations for the Office of AIDS Administration:

- A. Accept Notice of Grant Award No. H89HA00018-19-02 for the carryover amount of \$7,282 from the Department of Health and Human Services, Health Resources and Services Administration to provide mental health services to HIV/AIDS clients, 3/1/10 – 2/28/11;
 - B. Approve an amendment to Master Contract No. 900116, Procurement No. 5056 with La Clinica de la Raza (Principal: Jane Garcia; Location: Oakland) to provide mental health services under Ryan White Part A, 3/1/10 – 2/28/11, increasing the amount from \$118,038 to \$125,320 (\$7,282 increase);
 - C. Approve and authorize the execution of the Fiscal Agent Agreement (Procurement No. 5032) between Contra Costa County and Public Health Department, Office of AIDS Administration for the Ryan White Part A program to provide HIV/AIDS care and treatment services, 3/1/10 – 2/28/11 (\$1,429,224);
 - D. Approve and authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$7,282; and
 - E. Authorize the Agency Director to sign the master contract Exhibits A&B amendments
- CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

FILE 26703

C-900116

C-5056

C-5032

R-2010-405F

23. *Public Health Department* – Approve and authorize the execution of a new Master Contract No. 900829, Procurement No. 5863 with Allen Temple Housing and Economic Development Corporation (Principal: John Harrison; Location: Oakland) to provide food congregate meals to the HIV/AIDS population in central East Oakland, 10/1/10 – 2/28/11 (\$41,797); and authorize the Agency Director to sign the master contract Exhibit A&B – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26632

C-900829

C-5863

GENERAL ADMINISTRATION

24. *Alameda County Fair Association* – Approve the 2011 Annual Budget for submission to the State of California – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26727

SUMMARY ACTION MINUTES

25. *Community Development Agency* – Authorize the execution of Contract No. 4942 with the Housing Authority of the City of Alameda (Principal: Michael Pucci; Location: Alameda) for the provision of permanent supportive housing for homeless people disabled by serious mental illness, chronic alcohol and other drug problems and/or AIDS and related disorders under the Shelter Plus Care (S+C) Project-based Rental Assistance, 8/1/10 – 10/31/11 (\$272,367) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26573
C-4942**

26. *Community Development Agency* – Authorize the execution of Contract No. 4940 with Allied Housing Inc. (Principal: Louis D. Chicoine; Location: Fremont) for the provision of permanent supportive housing for homeless people disabled by serious mental illness, chronic alcohol and other drug problems and/or AIDS and related disorders under the Shelter Plus Care (S+C) Sponsor-based Rental Assistance Program for the Lorenzo Creek S+C Program, 7/1/10 – 9/30/11 (\$132,860) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26573
C-4940**

27. *Community Development Agency* – Approve and authorize green energy outreach training for three AmeriCorps interns, not to exceed a total amount of \$3,420 (\$1,140 each) funded through the Weatherization Assistance Program – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26481

28. *Community Development Agency* – Approve and authorize the execution of a contract (Contract No. 5877) with 6th and Oak Associates, LP (Principal: Susan Friedland; Location: Berkeley) to construct 6th and Oak Senior Housing, a new affordable housing project in Oakland, 10/26/10 – 12/31/13 (\$300,000) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

**FILE 26704
C-5877**

SUMMARY ACTION MINUTES

29. *Community Development Agency* – Approve the following recommendations:

- A. Authorize the Agency Director to allocate program income as it is received from payoffs under the Neighborhood Stabilization Program to contractors under the Neighborhood Stabilization Program for the funding of additional Neighborhood Stabilization Program eligible activities; and
- B. Authorize amendments to the following three contracts allowing the addition of program income funds to replenish the initial contract sum, with maximum aggregate contract amounts, with no change in other terms of the contracts:
 - 1. Hallmark Community Solutions, Contract No. 4107, (Principal: Mardie Oakes; Location: San Francisco) for Neighborhood Stabilization Program 1 funds, increasing the amount from \$2,064,234 to \$5,742,702 (\$3,678,468 increase);
 - 2. Hallmark Community Solutions, Contract No. 5272 (Principal: Mardie Oakes; Location: San Francisco) for Neighborhood Stabilization Program 2 funds, increasing the amount from \$5,093,150 to \$15,279,450 (\$10,186,300 increase); and
 - 3. Habitat for Humanity, Contract No. 5274 (Principal: Janice Jensen; Location: Oakland), for Neighborhood Stabilization Program 2 funds, increasing the amount from \$2,056,849.32 to \$6,170,548 (\$4,113,698.68 increase)

– CAO Recommended: Approve

[Attachment](#)

41253 **Approved as recommended**

FILE 26471

C-4107

C-5272

C-5274

30. *General Services Agency* – Approve and accept the proposal of and award a contract (Procurement No. 5590, Master Contract No. 900789) to Comfort Dynamics Inc. (Principal: Tony DeMeo; Location: San Leandro) for the Solar Thermal System at Santa Rita Jail (\$112,000); approve the encumbrance of an additional \$11,200 as a Supplemental Work Allowance for total encumbered amount of \$123,200 and authorize the Agency Director to issue change orders, as necessary against the Supplemental Work Allowance; and authorize the Agency Director to prepare the proper contract documents, along with Payment and Performance Bond forms for completion by the Contractor, have said documents reviewed and approved by County Counsel and executed by the Agency Director – CAO Recommended: Approve

[Attachment](#)

41253 **Approved as recommended**

FILE 26705

C-5590

C-900789

31. *Human Resource Services* – Approve the following recommendations:

- A. Adopt a resolution unilaterally imposing the County's last, best and final offer to the Probation Peace Officers' Association (PPOA) as spelled out in attachment A; and
- B. First reading and introduction and an ordinance establishing terms and conditions of compensation and amending the Salary Ordinance in order to implement terms of the last, best and final offer to Probation Peace Officers' Association

– Continued from Tuesday, 10/5/10 (Item #9A)

[Attachment](#)

Withdrawn by Department

FILE 26672

SUMMARY ACTION MINUTES

32. *Human Resource Services* – First reading and introduction of a salary ordinance amendment adding a new job classification and amending a footnote in the Public Works Agency – CAO Recommends: Approve
[Attachment](#)
41253 Read title, waived reading of ordinance in its entirety and continued to Tuesday, 11/2/10 FILE 26581
for second reading
33. *Human Resource Services* – First reading and introduction of a salary ordinance amendment adding two new job classifications in the Health Care Services Agency and one new job classification in the Sheriff's Office – CAO Recommends: Approve
[Attachment](#)
41253 Read title, waived reading of ordinance in its entirety and continued to Tuesday, 11/2/10 FILE 26581
for second reading
34. *Library* – Approve the execution of an agreement with the Friends of the Castro Valley Library to allow the use of Library Bookstore premises for the sale of used books and literacy related items, 10/31/09 – 10/31/19 – CAO Recommends: Approve
[Attachment](#)
41253 Approved as recommended FILE 26706
C-2010-184
- 34A. *County Administrator* – Authorize the execution of a property tax exchange agreement with the City of Pleasanton with respect to the proposed annexation of the Staples Ranch properties; and authorize the Auditor-Controller to exchange the property tax revenues pursuant to that agreement
[Attachment](#)
41253 Approved as recommended FILE 26707
C-2010-185
R-2010-439

PUBLIC PROTECTION

- 34B. *District Attorney* – Adopt a regulation that states in all cases where a defendant is charged with a sexual assault crime, upon request of the victim, testing of the defendant for the immunodeficiency virus (HIV) shall be conducted no later than 48 hours after the filing of the information or indictment with the results of the test being confidential and provided to the victim of the sexual assault, to the defendant and to other individuals as prescribed by the California Law and follow-up testing for HIV shall be available and provided as medically prescribed – CAO Recommends: Approve
[Attachment](#)
Continued to a future date FILE 26708
35. *Sheriff* – Approve a standard agreement (Procurement No. 5753) with CMPD Inc. (Principal: Eric Duran; Location: Pleasanton) to provide computer related services, 9/28/10 – 6/30/11 (\$120,000) – CAO Recommends: Approve
[Attachment](#)
41253 Approved as recommended FILE 26709
C-5753

SUMMARY ACTION MINUTES

36. *Sheriff* – Authorize an appropriation in the amount of \$1,213,442 offset by revenue from the 2010 E.J. Byrne Justice Assistance Grant – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

FILE 26710

R-2010-406F

37. *Sheriff* – Accept grant funds from the fiscal year 2010 California State Parks Grant Project Agreement Program, 9/1/10 – 8/31/11 (\$17,643); and approve related budget adjustments – CAO Recommends: Approve – (4/5 Vote)

[Attachment](#)

41253 Approved as recommended

FILE 26369

R-2010-407F

SITTING AS THE BOARD OF DIRECTORS OF THE ALAMEDA COUNTY FIRE DEPARTMENT

38. *Fire Department* – Approve and adopt revised Article 5-54 for the Alameda County Fire Department Advisory Commission – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26711

39. *Fire Department* – Approve and adopt the Fire and Emergency Services Strategic Business Plan – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26673

PUBLIC WORKS

40. *Public Works Agency* – Adopt a resolution approving the conveyance of two parcels of real property located in the vicinity of the end of Gateway Boulevard in Fremont to the Alameda County Flood Control and Water Conservation District at no cost that the County had acquired by tax deed; and authorize the execution of the Quitclaim Deed to effect this conveyance – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26712

R-2010-408

41. *Public Works Agency* – Accept the bid and award Contract No. 5859 to Republic Intelligent Transportation Services (Principal: Wade Lloyd White; Location: Fremont) for the street light and traffic signal maintenance for the unincorporated areas of Alameda County, California State University, East Bay; City of Hayward; City of Dublin; City of Piedmont; and City of Albany, Specification No. 2166, 11/1/10 – 10/31/11 (\$86,740 per year); and authorize the Board President to sign said contract upon review by County Counsel – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26713

C-5859

SUMMARY ACTION MINUTES

42. *Public Works Agency* – Accept the bid and award Contract No. 5698 to St. Francis Electric (Principal: Robert Spinardi; Location: San Leandro) for the installation of a Traffic Signal and Highway Lighting System at the intersection of Crow Canyon Road and Norris Canyon Road in Castro Valley, Eden Township, Specification No. 2171 (\$463,826); authorize the Board President to sign contract upon review by County Counsel, said work to be completed within thirty-five working days from the date of receipt of Notice to Proceed; and approve the encumbrance of an additional \$46,383 as a Supplemental Work Allowance for a total encumbered amount of \$510,209 for the project and authorize the Agency Director to approve contract changes as necessary against the Supplemental Work Allowance – CAO Recommends: Approve
[Attachment](#)
- 41253 **Approved as recommended** FILE 26372
C-5698
43. *Public Works Agency* – Authorize the Auditor-Controller to increase appropriations and revenues in the amount of \$3,530,227 for the American Recovery and Reinvestment Act – Roadway Improvement Projects – CAO Recommends: Approve – (4/5 Vote)
[Attachment](#)
- 41253 **Approved as recommended** FILE 26714
R-2010-409F
44. *Public Works Agency* – First reading and introduction of a ordinance amending the Alameda County Public Works Traffic Code relating to Vehicles and Traffic which includes changes to Chapter 1, Article 5, relating to Signalized Intersections Chapter 1, Article 6, relating to Turning Regulations and Chapter 1, Article 20, relating to Disabled Persons and Veterans Parking Zones in Castro Valley, San Leandro and San Lorenzo areas – CAO Recommends: Approve
[Attachment](#)
- 12453 **Read title, waived reading of ordinance in its entirety and continued to Tuesday, 11/2/10 for second reading** FILE 26497
45. *Public Works Agency* – Adopt and approve a resolution establishing the temporary full roadway closure of a portion of Lewelling Boulevard between Hesperian Boulevard and Embers Way for an anticipated period of twelve consecutive days on dates to be determined by the Agency Director – CAO Recommends: Approve
[Attachment](#)
- 41253 **Approved as recommended** FILE 26156
R-2010-410
46. *Public Works Agency and Community Development Agency* – Adopt a resolution to reject all bids for the Boston Road Street Improvements from Hampton Road to North End, Eden Township, Specification No. 2151 and re-advertise the project as Specification No. 2183 – CAO Recommends: Approve
[Attachment](#)
- 41253 **Approved as recommended** FILE 26715
R-2010-411
- 46A. *Public Works Agency, Auditor-Controller and General Services Agency* – Approve and adopt a resolution modifying the Alameda County Enhanced Construction Outreach Program for the General Services Agency and the Public Works Agency construction project – CAO Recommends: Approve
[Attachment](#)
- 51243 **Denied the recommendation to modify the Alameda County Enhanced Construction Outreach Program** FILE 26715
R-2010-447

SUMMARY ACTION MINUTES

FLOOD CONTROL

47. *Public Works Agency* – Adopt a resolution approving the conveyance by quitclaim deed of a parcel of real property to Pacific Commons Owners Association (Principal: Gregory Moore; Location: Fremont) of a portion of the District's Line N-1 in Zone 6, in the City of Fremont; and authorize the execution of the Quitclaim Deed to effect said conveyance and record said deed – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26712

R-2010-413

48. *Public Works Agency* – Approve the execution of Modification No. 2 to Contract No. 2321 with Wood Rodgers, Inc. (Principal: Dan Matthies; Location: Oakland) to provide additional engineering services for the Levee Certification Project in Zones 2, 3A, 5 and 6, with no change in the contract term, increasing the amount from \$3,660,627 to \$3,943,323 (\$282,696 increase) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26121

C-2321

49. *Public Works Agency* – Approve and authorize the execution of contracts to provide specialized permit compliance and on-call water quality monitoring services for the purpose of assisting the Alameda Countywide Clean Water Program in complying with its five-year National Pollutant Discharge Elimination System permit, 10/5/10 – 9/30/15 (\$4,750,000):

- A. Applied Marine Sciences, Incorporated, Contract No. 5788 (Principals: Jay Johnson and Robert Spies; Location: Livermore), \$1,300,000;
- B. EOA, Incorporated, Contract No. 5790 (Principals: Adam Olivieri and Don Eisenberg; Location: Oakland), \$2,150,000;
- C. Northgate Environmental Management, Incorporated, Contract No. 5794 (Principals: Alan Leavitt and Jane Chambers; Location: Oakland), \$150,000;
- D. San Francisco Estuary Institute, Contract No. 5795 (Principal: Rainer Hoenicke; Location: Oakland), \$200,000;
- E. Larry Walker Associates, Contract No. 5796 (Principals: Larry Walker and Tom Grovhoug; Location: Oakland), \$600,000
- F. GeoSyntec Consultants, Contract No. 5797 (Principal: Patrick Lucia; Location: Oakland), \$350,000

– CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26716

C-5788

C-5790

C-5794

C-5795

C-5796

C-5797

50. *Public Works Agency* – Approve and execute a Memorandum of Agreement (Procurement No. 5192) between Alameda County Flood Control and Water Conservation District and Ducks Unlimited, Inc., to fund a portion of the construction cost to restore former salt ponds to tidal marsh located in the California Department of Fish and Game's Eden Landing Ecological Reserve in Hayward (\$800,000) – CAO Recommends: Approve

[Attachment](#)

41253 Approved as recommended

FILE 26717

C-5192

SUMMARY ACTION MINUTES

PUBLIC INPUT (TIME LIMIT: 3 MINUTES PER SPEAKER)

Lou Filipovich spoke regarding Rank Choice Voting

ADJOURNED

SUMMARY ACTION MINUTES

APPENDIX

CONSENT CALENDAR

(ANY BOARD MEMBER MAY PULL ANY CONSENT ITEM FOR DISCUSSION OR SEPARATE VOTE)

42153 Approved as recommended

PUBLIC ASSISTANCE

51. *Social Services Agency* – Approve the Alameda County Area Agency on Aging Area Plan Update for 2010-2011; and authorize the President to sign the Letter of Transmittal to the California Department of Aging

[Attachment](#)

FILE 26718

C-2010-189

52. *Social Services Agency* – Approve and authorize the Purchasing Agent to exercise the two-year renewal options on purchase order contracts to continue providing mandated on-site interpreters for Social Services Agency clientele as well as mandated document translation services, 7/1/10 – 6/30/12:

A. Accent on Languages, Procurement No. 5801 (Principal: Francine Kuipers; Location: Berkeley), \$210,000;

B. Excel Interpreting, Procurement No. 5802 (Principal: Koy V. Saephan; Location: Sacramento), \$210,000

[Attachment](#)

FILE 26719

C-5801

C-5802

53. *Social Services Agency* - Approve and accept the Grant Award #2010-JL-FX-0541 from the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Programs in the amount of \$200,000 to support the operation of the Family Visitation Center, 9/1/10 – 8/31/11; and authorize the Auditor-Controller to make the necessary appropriation and revenue budget adjustments – (4/5 Vote)

[Attachment](#)

FILE 26720

R-2010-414F

HEALTH CARE SERVICES

54. *Behavioral Health Care Services* – Approve a master contract augmentation (Master Contract No. 900065; Procurement No. 5332) with Anka Behavioral Health, Inc. (Principal: Michael Barrington; Location: Concord) for interim behavioral health and drop-in center services at the Henry J Robinson Multi-Service Center in Oakland, 10/1/10 – 3/31/11, increasing the amount from \$416,921 to \$566,921 (\$150,000 increase); and authorize the Agency Director to negotiate and sign contract exhibits

[Attachment](#)

FILE 26391

C-900065

C-5332

SUMMARY ACTION MINUTES

55. *Behavioral Health Care Services* – Approve an augmentation in the amount of \$420,286 to the fiscal year 2010-2011 Services as Needed Contracts for five community-based organizations, 10/1/10 – 6/30/11:

- A. A Better Way, Master Contract No. 000008, Procurement No. 5288 (Principal: Shahnaz Mazandarani; Location: Berkeley), increasing the amount from \$3,000,830 to \$3,060,630 (\$59,800);
- B. Asian Community Mental Health Services, Master Contract No. 000008, Procurement No. 5293 (Principal: Lily Stearns; Location: Oakland), increasing the amount from \$464,463 to \$524,463 (\$60,000 increase);
- C. Children's Hospital, Master Contract No. 000008, Procurement No. 5297, increasing the amount from \$12,151,103 to \$12,290,787 (\$139,684 increase);
- D. Jewish Family and Children's Services, Master Contract No. 000008, Procurement No. 5306 (Principal: Avi Rose; Location: Berkeley), increasing the amount from \$989,429 to \$1,068,206 (\$78,777 increase);
- E. Tiburcio Vasquez, Master Contract No. 000008, Procurement No. 5321 (Principal: Jose Joel Garcia; Location: Hayward), increasing the amount from \$1,963,472 to \$2,045,497 (\$82,025 increase); and
- F. Authorize the Agency Director to negotiate and execute the contracts

[Attachment](#)

FILE 26721
C-000008
C-5288
C-5293
C-5297
C-5306
C-5321

56. *Public Health Department* – Receive a report on continuing existence of a local State of Emergency relative to the transmission of HIV and other blood-borne pathogens through contaminated needles

[Attachment](#)

FILE 25741

SUMMARY ACTION MINUTES

57. *Public Health Department* – Approve the following recommendations for the Public Health Department, Office of AIDS Administration:

- A. Accept a one-time funding from California Department of Public Health in the amount of \$101,462 to provide HIV/AIDS prevention and testing activities, 7/1/10 – 12/31/10;
 - B. Approve an amendment to Master Contract No. 900116, Procurement No. 5831 with La Clinica de la Raza (Principal: Jane Garcia; Location: Oakland) to provide HIV prevention counseling services and HIV testing to the at-risk population in South Alameda County and the Latino community of East Oakland, 7/1/10 – 6/30/11, increasing the amount of \$90,000 to \$118,316 (\$28,316 increase);
 - C. Approve an amendment to Master Contract No. 900231, Procurement No. 5830 with California Prevention and Education Project (Principal: Gloria Lockett; Location: Oakland) to provide HIV prevention and testing services to at risk African Americans, 7/1/10 – 6/30/11, increasing the amount from \$80,000 to \$95,000 (\$15,000 increase);
 - D. Approve and authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$101,462; and
 - E. Authorize the Agency Director to sign the master contract Exhibit A&B amendments
- (4/5 Vote)

[Attachment](#)

FILE 26722
C-900116
C-5831
C-900231
C-5830
R-2010-415F

58. *Public Health Department* – Approve an amendment to Master Contract No. 900264, Procurement No. 5589 with Dental Health Foundation (Principal: Wynne Grossman; Location: Oakland) to render dental hygiene services and case management on behalf of the Alameda County Office of Dental Health, 7/1/10 – 6/30/11, increasing the amount from \$76,685 to \$149,076 (\$72,391 increase); and authorize the Agency Director to execute the master contract Exhibit A&B amendments

[Attachment](#)

FILE 25823
C-900264
C-5589

59. *Public Health Department* – Authorize the Public Health Department, Family Health Services to respond to Request for Application 11-10018 from the California Department of Public Health, Center for Family Health Division and apply for the Community Challenge Grant to reduce teen pregnancy and promote healthy youth development, 7/1/11 – 6/30/16 (\$1,250,000)

[Attachment](#)

FILE 26723

SUMMARY ACTION MINUTES

GENERAL ADMINISTRATION

60. *Community Development Agency* – Authorize the execution of Amendment No. 5 to Contract No. 2396 with the Tides Center (Principal: Lori Eason; Location: San Francisco) as fiscal sponsor of EveryOne Home for provision of services related to implementation of the EveryOne Home Plan to end homelessness in Alameda County, extending the contract term from 6/30/11 to 12/31/11, and increasing the amount from \$867,649.32 to \$1,115,539.32 (\$247,890 increase)

[Attachment](#)

**FILE 26128
C-2396**

61. *General Services Agency* – Accept the work of Rodan Builders, Inc. (Principal: Dan Oliver; Location: Burlingame) for the Highland Hospital Acute Tower Replacement Project Make-Ready Work at the Highland Hospital Campus, Project No. CPP05C204300000 (\$2,160,369); direct the Clerk of the Board to have the enclosed Notice of Completion and resulting Minute Order recorded

[Attachment](#)

FILE 26101

62. *Human Resource Services* – Approve the classification actions taken by the Civil Service Commission on 9/22/10

[Attachment](#)

FILE 26606

63. *Human Resource Services* – Approve the classification actions taken by the Civil Service Commission on 10/6/10

[Attachment](#)

FILE 26606

64. *Newark Unified School District* – Approve the Conflict of Interest Code

[Attachment](#)

FILE 26425

65. *Treasurer-Tax Collector* – Approve the Investment Report for August 31, 2010

[Attachment](#)

FILE 26681

PUBLIC PROTECTION

66. *Probation* – Approve and authorize the Auditor-Controller to make budget adjustments to reduce appropriation and revenue for allocation under SB81 to align County budget to the funding source (\$1,102,156 decrease) – (4/5 Vote)

[Attachment](#)

**FILE 26724
R-2010-416F**

SUMMARY ACTION MINUTES

PUBLIC WORKS

67. *Public Works Agency* – Approve the amended Conflict of Interest Code

[Attachment](#)

FILE 26425

68. *Public Works Agency and General Services Agency* – Authorize the Purchasing Agent to negotiate and sign a first amendment to increase Master Contract No. 900515, Procurement No. 3983 with Cummins West Inc. (Principal: Jerry Moeckel; Location: Oakland) to provide and install diesel particulate filters on Alameda County's fleet of heavy duty diesel vehicles with no change in the contract term, increasing the amount from \$434,953 to \$683,318 (\$248,365 increase)

[Attachment](#)

FILE 26725

C-900515

C-3983

BOARDS AND COMMISSIONS

69. *President Lai-Bitker* – Appoint Jack Lin to the Alameda County Source Reduction and Recycling Board, term ending 1/26/11

[Attachment](#)

FILE 26287

70. *President Lai-Bitker* – Accept the resignation of Neil B. Sinclair from the Alameda County Art Commission

[Attachment](#)

FILE 26287

R-2010-417

71. *President Lai-Bitker* – Appoint Mona M. Shah to the Alameda County Art Commission, term ending 10/26/14

[Attachment](#)

FILE 26287

72. *Workforce Investment Board* – Reappoint and appoint the following to the Workforce Investment Board – Youth Policy Council:

- A. Rachel Lozano, term ending 9/12/12
- B. Barry Duffy, term ending 10/19/12
- C. Sonya Fenceroy, term ending 11/4/12

[Attachment](#)

FILE 26287

END OF CONSENT

OUT-OF-STATE TRAVEL

73. *County Administrator* – Assistant County Administrator and Principal Administrative Analyst – Acute Care Tower Bond Pricing – New York, New York, 10/19/10 – 10/22/10 (\$500 each)

[Attachment](#)

SUMMARY ACTION MINUTES

74. *County Administrator* – Workers Compensation Administrator – “California Joint Powers Authority Conference” – South Lake Tahoe, Nevada, 9/7/10 – 9/10/10 (\$630)
[Attachment](#)
75. *Health Care Services Agency* – Interim Improving Pregnancy Outcomes Program Director – National Healthy Start Project Directors Only; Maternal and Child Health Federal/State Partnership meeting; and Association of Maternal and Child Health Programs: Looking to the Future – Washington, D.C., 10/17/10 – 10/22/10 (\$3,000)
[Attachment](#)
76. *Health Care Services Agency* – Associate Director, Adult Services – Business Practices for the Future Learning Collaborative – Madison, Wisconsin, 10/19/10 – 10/21/10 (No County Cost)
[Attachment](#)
77. *Health Care Services Agency* – Epidemiologist II – American Public Health Association Annual Meeting – Denver, Colorado, 11/5/10 – 11/12/10 (No County Cost)
[Attachment](#)
78. *Social Services Agency* – Assistant Agency Director – “Information on Demand 2010 Conference” – Las Vegas, Nevada, 10/24/10 - 10/28/10 (\$400)
[Attachment](#)

FILE 26613

No further business appearing, the meeting is adjourned.

REVIEWED BY: _____
PRESIDENT, BOARD OF SUPERVISORS

REVIEWED BY: _____
CLERK, BOARD OF SUPERVISORS

**** KEY ****

Left Margin Notes

1	Supervisor Haggerty	A	Abstained
2	Supervisor Steele	X	Excused
3	President Lai-Bitker	N	No
4	Supervisor Miley	BO	Board Order
5	Supervisor Carson		

Right Margin Notes

C	Contract
O	Ordinance
R	Resolution
LIB	Library

File #25671
P:\Agenda Scans\AgendaReg_10_26_10
rb

EXHIBIT C



DATE: July 14, 2021

TO: Supervisor Nate Miley, Chair
Supervisor David Haubert, Member
Procurement and Contracting Policy Committee

FROM:  Daniel Woldesenbet, Ph.D., P.E., Director of Public Works Agency

SUBJECT: PUBLIC WORKS AGENCY CONSTRUCTION, WORKFORCE and OUTREACH REPORT

The Public Works Agency (PWA) is pleased to present its Quarterly Construction, Workforce and Outreach Report for the Fourth quarter of 2021. Currently, the Agency administers two (2) participation programs: the Construction Compliance Program (M/WBE), the Federal Disadvantage Business Enterprise Program (DBE).

The Construction Compliance Program (CCP) applies to construction projects of \$100,000 or greater. The CCP program goals adhere to the Alameda County Minority/Woman-owned Enterprises (M/WBEs) Program. Therefore, all projects falling under this program have a goal of 15% MBE and 5% WBE participation and have to be accompanied with good faith efforts.

The Disadvantage Business Enterprise Program applies to all Federally-funded projects and DBE goals are calculated and applied on a project-by-project basis.

COVID-19

The PWA worked with the contractors and developed a COVID-19 Public Works Project Safety Protocol. These field guidelines are developed in response to the need to work on public works construction projects as safely as possible, and to comply with various COVID-19 health orders mandated by Alameda County and the state of California. They were intended as supplements to Appendices B-1 and B-2 of the Alameda County Public Health Officer Order and to allow for certain work on public works projects to continue as provision of essential services.

With regard to COVID-19 impact, one of the PWA awarded contacts had to be terminated due to the request of the contractor. The contractor was unable to fully resume its operations as result of Covid-19. Otherwise, there were only minor delays in construction schedules.

**PWA Construction, Workforce Utilization and Outreach Report
Awarded Contracts July 1, 2020 through June 30, 2021**

For Fiscal Year 2021 the Public Works Agency (the “Agency”) awarded \$15,813,846 in total project value with disbursements of \$1,079,088 to MBEs and WBEs and \$447,434 to DBEs.

Awarded Contracts by Quarter:

July 1, 2020 — September 30, 2020 Awarded Contracts

Public Works Agency received Board approval to award 1 construction contracts for a total of \$174,500 with CCP compliance of 15% MBE and 5% WBE applied. The following is the commitment and participation levels:

Minority Owned Business Enterprise Contract Dollars = \$27,000 (15%)

Women Owned Business Enterprise Contract Dollars = \$43,625 (25%)

Public Works Agency received Board approval to award 3 construction contracts for a total of \$4,423,785 with DBE compliance applied to each of the contracts. The following is the commitment and participation levels:

Disadvantage Business Enterprises Contract Dollars = \$186,317 (4.2%)

October 1, 2020 — December 31, 2020 Awarded Contracts

Public Works Agency received Board approval to award 1 construction contract for a total of \$5,018,548 with CCP compliance of 15% MBE and 5% WBE applied. The following is the commitment and participation levels:

Minority Owned Business Enterprise Contract Dollars = \$208,230 (4.2%)

Women Owned Business Enterprise Contract Dollars = \$52,800 (1%)

Public Works Agency received Board approval to award 1 construction contract for a total of \$3,273,588 with DBE compliance applied to each of the contracts. The following is the commitment and participation levels:

Disadvantage Business Enterprises Contract Dollars = \$261,117 (8%)

January 1, 2021 — March 31, 2021 Awarded Contracts

Public Works Agency received Board approval to award 4 construction contract for a total of \$2,738,000 with CCP compliance of 15% MBE and 5% WBE applied. The following is the commitment and participation levels:

Minority Owned Business Enterprise Contract Dollars = \$182,425 (6.7%)

Women Owned Business Enterprise Contract Dollars = \$544,417 (20%)

April 1, 2021 — June 30, 2021 Awarded Contracts

Public Works Agency received Board approval to award 2 construction contract for a total of \$185,425 with CCP compliance of 15% MBE and 5% WBE applied. The following is the commitment and participation levels:

Minority Owned Business Enterprise Contract Dollars = \$20,591 (11.1%)

Women Owned Business Enterprise Contract Dollars = \$0 (0%)

WORKFORCE REPORT

July 1, 2020 — June 30, 2021 Workforce

During this period, the Public Works Agency reviewed projects under construction and compiled workforce data for local residents including ethnicity breakdowns. The data provided shows that 29.49%, of the workforce performing work on PWA projects were performed by local residents, while 67.35% of the workforce performing work on PWA projects were performed by minority workers. The ethnicity breakdown of all work performed is also provided. The results are as follows:

Work Force Classification	Total Hours	Hour %	# of Workers
Local Residents (Alameda County)	52,873	29.49	450
Local Apprentice (Alameda County)	4,626	2.58	41

Ethnicity Breakdown	Total Hours	Hour %	# of Workers
African American	4,957	2.7	37
Caucasian	31,009	17.33	279
Asian	4,675	2.6	65
Hispanic / Latino	109,873	61.41	850
Native American or Alaskan	1,008	.56	5
Other	27,386	15.32	399
Total	178,908		1,635

BUSINESS OUTREACH REPORT

The Alameda County Public Works Agency Business Outreach Program works to promote economic growth, local employment and business development within Alameda County through maximizing public contracting opportunities to local businesses. Additionally, the Outreach Program focuses on increasing the number of local M/W/DBE and/or SLEB contractors and consultants participating in the Agency's contracting process and assists prime contractors to meet business participation goals associated with the County's Construction Compliance Program and the federal Disadvantaged Business Enterprise program. Luster National (Luster), the Agency's outreach consultant, assists Public Works Agency to implement its Business Outreach Program through: 1) the Building Opportunities for Business (BOB) event series; 2) project specific outreach for Agency road, flood and

other contracting opportunities; 3) the annual Construction Contractors' Academy, and 4) regular participation in local business and community outreach efforts.

This report summarizes the activities and outcomes for the Business Outreach Program for FY 2021 Q1 thru Q4.

Building Opportunities for Business (BOB) – 2020 Virtual Contractors Academy

In October 2020, the Agency hosted its first Virtual Construction Contractors' Academy. Due to COVID-19 and the implementation of shelter in place orders, the business outreach team decided to host this event via a series of online workshops and presentations, hosted in conjunction with OUSD and instructed by Ed Duarte, CEO of Aztec Consultants. This is an annual event and is targeted to small, local, MBE, WBE, DBE and SLEB certified contractors. Invitations were sent to such firms confirming the following program schedule:

- **Session 1: Introduction to Public Works Contracting**, Oct. 14th, 2020
- **Session 2: Estimating & Bidding Part 1**, Oct. 16th, 2020
- **Bonus Session: Bonding, how does it work?** Oct. 19th, 2020
- **Session 3: Estimating & Bidding Part 1 + Meet the Primes Roundtable**, Oct. 21st, 2020
- **Session 4: Managing the Project**, Oct. 23rd, 2020

The following are summary statistics regarding the 2020 Virtual Construction Contractor's Academy events and the types of firms that participated:

A total of 51 firms registered for the 2020 Virtual Construction Contractor's Academy. According to information reported by registered firms, 29% of firms had not previously done business with Alameda County (35% had); 19% of registered firms were first-time participants in the Construction Contractors' Academy (64% of registered firms had previously enrolled in the in-person Academy). Of the 51 firms who registered for the 2020 Academy, 45% (23) were local, Alameda County firms.



2020 Academy
Total Registrants:
51

Please note that some firms registered for the Academy possessed multiple certifications

Project Specific Outreach

The Business Outreach consultant completed outreach to local contractors for Flood and Road projects. For each project, email notifications announcing the projects were sent to local firms providing services required by the project. These firms were notified to encourage attendance at project pre-bid meetings. Assistance in locating MBE/WBE/DBE/SLEB's is offered at all pre-bids and applicable information about the County's Construction M/WBE and Federal DBE Contracting Goals is provided.

The following summarizes the outreach for Flood and Road projects awarded in this period:

Project No.	Description	Conducted Outreach	Attended Pre-Bid Y/N
2419	Base Repair, China Court Fairview District	Yes	Yes
2421	Roadway Reconstruction Quercus and Arbutus courts Fairview District	Yes	Yes

Business Outreach Activities Planned for the 1st Quarter FY 2022: July 1 through September 31, 2021

1. Update the MBE/WBE list of subs to share with primes
2. Update Constant Contact
3. Revise Business Outreach Program Website updates
4. Develop strategy and content for BOB newsletter/ resource library
5. Develop 2021 Virtual Business Outreach Workplan – including website updates, resource library, BOB events

All newsletters will include announcements/updates to bidding processes & requirements and relevant resources for contractors

- Continued Project Specific Outreach
- Updates and maintenance of BOB portion of ACPWA website

EXHIBIT D

CONSTRUCTION COMPLIANCE PROGRAM

I. CONSTRUCTION COMPLIANCE PROGRAM FOR ALL CONTRACTS OF \$100,000 AND GREATER

A. **APPLICATION:** The provisions outlined in Section 1 apply to all contracts with an Engineer's Estimate of \$100,000 and greater, regardless of the actual total bid amount submitted at the time of bid opening. Although the provisions outlined in Section 1 do not apply to contracts with an Engineer's Estimate of less than \$100,000, the provisions still apply if the actual total bid amount submitted at the time of bid opening is \$100,000 or greater. These provisions shall apply to all work performed under the contract.

B. MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION:

1. **PURPOSE:** It is the express purpose of this Construction Compliance Program to encourage the participation of socially and economically disadvantaged Minority/Woman-owned Enterprises (M/WBEs) in the County of Alameda Public Works capital projects to ensure that all contracting firms receive an equal opportunity to bid and receive work on County construction projects, and specifically to maximize opportunities for M/WBEs to participate in Alameda County's construction program. This program shall include subcontractors, suppliers, and truckers.

2. **DEFINITIONS - MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE):** For the purpose of this program, "socially and economically disadvantaged business concern" means a business that meets all of the following criteria:

- a) A business that is at least 51 percent owned by one or more socially or economically disadvantaged persons, M/WBE persons, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more of those persons.
- b) A business that is a small business concern as defined by the U.S. Small Business Act, that is, controlled by the same socially and economically disadvantaged individuals(s) which have average annual gross receipts over the preceding 3 fiscal years not to exceed \$21,300,000.
- c) A business whose management and daily business operations are controlled by one or more socially and economically disadvantaged persons.

"Socially and economically disadvantaged persons" include Women, African Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Asian-Pacific Americans (including

persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), and other minorities or any other group of natural persons determined by the State Department of Transportation to be so disadvantaged.

3. **REQUIREMENTS FOR M/WBE PARTICIPATION:** It is the intent of the County of Alameda that only firms which are truly Minority-owned, Women-owned (M/WBE) firms should have the maximum opportunities to participate in County construction projects. To that end, only M/WBE firms which are certified as such by or recognized as such by or whose certification is accepted by the State Department of Transportation or by local agencies identified by the County of Alameda to have effective certification programs should be counted towards achieving the M/WBE goal specified below. A current certification by one of the following local agencies can be applied toward M/WBE requirement. Validation of the certification must be provided with the M/WBE Information Sheet:

Bay Area Rapid Transit (BART)
City of Oakland
City of Richmond
City of San Jose
Contra Costa County Transit Authority
Port of Oakland
San Francisco Human Rights Commission
San Francisco Redevelopment Agency
Santa Clara Transit Authority
U.S. Small Business Administration
Department of Transportation (CalTrans)
Unified Certification Program (UCP)

The County shall award construction contracts to the lowest responsible bidder as required by law. The County shall further require that in order to be awarded a contract, a prime contractor must show that a substantial good faith effort was made to meet the goals for the projects as identified in the Special Provisions.

(For specific project requirements, refer to the
Special Provisions and Notice to Bidders)

The M/WBE requirements must be achieved by the use of M/WBE subcontractors, suppliers and/or truckers. If the Contractor plans to perform all the work with his own forces, the requirement will still apply and will be made up by the use of suppliers and/or truckers. Suppliers that are not manufacturers will count as 60% of their value furnished toward M/WBE requirement. Suppliers that are manufacturers (substantially modify the product) e.g., concrete will count as 100% of their value toward the M/WBE requirement.

- a) A certified M/WBE prime contractor may not apply the percentage of his/her work toward the specific portion of the requirement applicable to his own certification, but must meet the percentage requirements.

A certified M/WBE contractor may be deemed only as either an MBE or a WBE, and not as both MBE and WBE.

Any contractor who fails to meet the Construction Compliance Program requirements outlined above must demonstrate to the satisfaction of the Public Works Agency that a good faith effort was made to meet these requirements.

- 4. BID EVALUATION PROCEDURES: Bid Evaluation will initiate with the submission of M/WBE Bid Information Sheet CCP Form 101-101A, which is to be submitted with the Bid Proposal at the time of bid opening, in accordance with the Notice to Bidders. A sample form is provided at the end of this section.

The overall bid process shall guarantee contractors the freedom to choose subcontractors and suppliers regardless of their bid amounts. Bid evaluations will be subject to the following procedures:

- a) It is required that ALL bidders exercise a substantial good faith effort to secure the participation, as set forth in the specifications, of certified M/WBE subcontractors, suppliers and/or truckers on the project. Achievement of the requirement set forth in Section 1.B.3. shall constitute prima facie evidence of a substantial good faith effort. The failure of any bidder to make a substantial good faith effort to achieve the specified participation of M/WBE subcontractors, suppliers, and/or truckers shall be grounds for bid rejection.

If the bidder fails to achieve the M/WBE participation requirements set forth in Section 1.B.3., such bidder shall be judged to have made a substantial good faith effort if the bidder met the following criteria:

- (1) The bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the M/WBE program requirements for the project for which the contract will be awarded.
- (2) The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/WBEs to provide an opportunity for participation by those enterprises.
- (3) The bidder advertised, not less than 10 calendar days before the date the bids are opened, in one or more daily or weekly newspapers, trade association

publications, minority or trade oriented publications, trade journals, or other media, specified by the Public Works Agency for M/WBEs that are interested in participating in the project. This paragraph applies only if the local agency gave public notice of the project not less than 15 calendar days prior to the date the bids are opened.

- (4) The bidder provided written notice of his or her interest in bidding on the contract to M/WBEs ten (10) calendar days prior to the opening of bids. To the extent possible, the Public Works Agency, through other sources, shall make available to the bidder not less than 15 calendar days prior to the date the bids are opened a list or a source of lists of enterprises which are certified by the State Department of Transportation or other Agencies listed on CCP-2, as M/WBEs. If the Public Works Agency does not provide that list or source of lists to the bidder, the bidder may utilize the list of certified M/WBEs prepared by the Department of Transportation pursuant to Section 2056 of the Public Contract Code for this purpose. The number of M/WBE firms required to be notified is three for each item of the project selected to be performed by a M/WBE (see paragraph CCP-3) above, where a M/WBE subcontractor has not been secured for that item. This requirement is fixed unless changed by the Special Provisions section.
- (5) The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.
- (6) The bidder provided interested M/WBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.
- (7) The bidder requested assistance from community organizations; M/WBE contractor groups; veterans groups; local, state, or federal disadvantaged business assistance offices; or other organizations that provide assistance in the recruitment and placement of M/WBEs, as they are available.
- (8) The bidder negotiated in good faith with the M/WBEs, and did not unjustifiably reject as unsatisfactory bids

prepared by any M/WBEs, as determined by the Public Works Agency.

- (9) Where applicable, the bidder advised and made efforts to assist interested M/WBEs in obtaining bonds, lines of credit, or insurance required by either the Public Works Agency or the Contractor.
 - (10) The bidder's efforts to obtain M/WBE participation could reasonably be expected by the Public Works Agency to produce a level of participation sufficient to meet the requirements of the local agency.
- b) The performance by a bidder of all the criteria specified in subdivision (a) shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort to comply with the requirements relating to participation by M/WBEs established pursuant to subdivision (a) above.
 - c) **All bidders must submit a M/WBE Bid Information Sheet (CCP Form 101 and 101A) with the Bid Proposal at the time of bid opening.** The information supplied by the bidders shall be certified by a principal of the firm. Dollar amounts will be solely for the use of County staff. By 2:00 p.m., on the second business day following bid opening, the **three** apparent low bidders must submit supporting documents of Good Faith Efforts, including copies of M/WBE certifications for subcontractors listed within the Bid Proposal. Said information should be submitted to the Public Works Agency, Room 100, 951 Turner Court, Hayward, California 94545.

All bidders must submit the Good Faith Effort Checklist Sheet with their Bid Proposal at the time of bid opening. The principal of the firm shall certify the information supplied by the bidders. A sample form is provided at the end of this section. Supporting documents of good faith efforts of the **three** apparent low bidders are to be submitted by 2:00 p.m. on the second business day following bid opening.

- d) After the bids are opened, the M/WBE subcontractors, suppliers and/or trucking firms who bid to the two apparent low bidders may be required to provide the amounts of their bids to the County for the purposes of verification. This information shall be certified by a principal of the firm. The information, if required, will be treated as proprietary, and will be solely for the use of County staff.
- e) When either of the two apparent low bidders has not achieved the requirement specified in Section I.B.3., such apparent low bidder shall be required to indicate in writing exactly what

good faith efforts were undertaken to solicit, secure, consider and use bids from M/WBE firms. This shall be accomplished within the time frame designated by the Public Works Agency Director or the designated County representative, and prior to award of the contract. The apparent low bidders may also be required to attend a conference with County representatives to discuss the written explanations.

- f) When the apparent low bidder has not achieved the M/WBE requirement for a project as specified in Section I.B.3., and has listed a non-M/WBE firm for a portion of the job for which the bid of a M/WBE has been rejected, said bidder may be required to submit a written explanation of the reasons for rejection of the bid of that firm. The explanations must include the dates, times, and amounts of all bids from the firm to whom the job was awarded and from the firm which was rejected. If the reason for rejection is based solely upon bondability, there must be an additional detailed explanation of what efforts were undertaken to assist the subcontractor in obtaining a bond including, but not limited to, introduction and/or recommendation to the bidder's bonding organization.
- g) Acceptance or rejection of a bidder's explanations or justifications under the procedures of Section I.B.4. shall be made by the Public Works Agency Director or the designated County representative. In the event the explanations or justifications of the bidder are rejected, and the Public Works Agency Director recommends rejection of the bid, the bidder shall have the right to contest the decision before the Board of Supervisors. If a recommendation of bid rejection by the Public Works Agency Director is upheld by the Board of Supervisors, the contract may be awarded to the next lowest responsible bidder.

- C. JOINT VENTURES: Whenever a joint venture occurs involving either a prime or non-prime (i.e., subcontractors and suppliers) M/WBE firm at any level of contracting, trucking, or supplying, the Prime Contractor shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the Prime Contractor's effort, the M/WBE percentage which is to be attributed to a joint venture shall be determined by multiplying the percentage of the total contract amount which is to be performed by the joint venture times the percentage of actual financial participation in the joint venture which the M/WBE business represents.

II. NONDISCRIMINATION

- A. PURPOSE: The Contractor shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in

regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or by any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination. The Contractor shall take construction compliance, state that qualified applicants received consideration for employment and are employed, and that employees are treated during employment without regard to their race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.

- B. EMPLOYMENT REQUIREMENT: It shall be the requirement of each contractor to insure that the overall minority composition of all persons employed for the purpose of completing the contract shall reflect the overall minority composition of the work force population of Alameda County (32 percent).
1. The Contractor shall make a maximum effort to achieve this employment requirement within each trade by insuring that the percentage of total hours worked within each trade by persons who are members of minority groups are in proportion to the overall minority composition of the Alameda County work force population.
 2. In addition to the above requirement for minority groups, the Contractor shall make a maximum effort to ensure that the employment requirement for women of the on-site construction work force is 6.9 percent.
 3. Any contractor who fails to meet the employment requirements must demonstrate to the satisfaction of the Public Works Agency that a good faith effort was made to meet the requirements.

III. **LABOR COMPLIANCE REQUIREMENTS**

- A. APPLICATION: The following provisions shall apply to all contracts for construction projects for roadways and flood control facilities.
- B. EMPLOYMENT REQUIREMENTS: (See SECTION II. B)
- C. MEETINGS: After awarding of the contract and prior to beginning work, the Public Works Agency may hold a pre-construction conference at which a representative of the Contractor and of each Subcontractor must attend. As

it becomes necessary during the course of the contract, the Public Works Agency may call meetings of the Contractor and pertinent Subcontractors.

- D. **INFORMATION AND RECORDS:** For the purposes of determining compliance with this program, the Contractor shall provide the county with access to all records and documents that related to M/WBE participation, and to all records of employment advertisements, application forms, tests and other selection techniques used to hire, transfer, promote, train or retain personnel, and other pertinent records and data pertaining to the project under consideration. Proprietary information will be safeguarded.

The Contractor/Subcontractor must submit the following information on Alameda County approved forms. All subcontractor submittals must be through the prime contractor.

1. M/WBE Bid Information: CCP Form 101-101A submitted at bid submission.
 2. Certified weekly payrolls (CCP Form 103-103A) showing the wages paid to each employee, the employee's job classification and group number where applicable, sex and ethnic code. Payrolls will be submitted by the Contractor and each Subcontractor via the Contractor. This provision applies to all classifications, including truckers. A Fringe Benefit Statement must be submitted by each Contractor/Subcontractor with the first certified payroll.
 3. Equal Employment Policy (CCP Form 107). To be completed by both Contractor and Subcontractor.
 4. Subcontractor Information (CCP Form 102)
 5. M/WBE Utilization when required (CCP Form 106-106A).
 6. Prevailing Wage Information Sheet (CCP Form 104) for prevailing wage rates for both Contractor and Subcontractors.
- E. **NON-DISCRIMINATION POLICY FORM:** The Contractor must post a Nondiscrimination Policy in a conspicuous place at each construction site. A sample is provided.
- F. **SUBSTITUTION OF M/WBE FIRMS:** **CCP Form 101B** (Subcontractor Substitution/Addition Request Form) shall be submitted for County approval (via Elation Systems) for any substitution of subcontractors listed on Forms 100 (Subcontractor List), 101 and 101A of the BID PROPOSAL or for any addition of subcontractors NOT listed in Form 100 of the BID PROPOSAL. Moreover, substitution of other firms (subcontractors at any level, suppliers and/or truckers) listed in the BID PROPOSAL and on the sheet entitled M/WBE BID INFORMATION shall not be made without prior approval of the County, and shall be in accordance with State or Federal law where applicable.

IV. NON-COMPLIANCE WITH CONSTRUCTION COMPLIANCE PROGRAM

The following provisions shall apply to all contracts subject to the provisions of Section I through Section III.

A. DETERMINATION OF NON-COMPLIANCE:

1. If the Public Works Agency finds that the Contractor has not met the Construction Compliance Program requirements in the contract including submission of certified payroll documents, the Director of Public Works (or designee) shall hold a meeting with the Contractor for the purpose of determining whether the Contractor is out of compliance. If after the meeting, the Contractor is found to be still out of compliance, the Contractor will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-days notice to the Contractor. If the Board of Supervisors finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed.
2. In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Contractor of the Construction Compliance Program requirements of the contract, and such violation shall be subject to the sanctions provided herein.

SANCTIONS: A finding at the public hearing that there has been violation of the Construction Compliance Program requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:

1. Withhold an additional ten percent (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
2. Suspend the contract until such time as the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
3. Terminate the contract and collect appropriate damages from the Contractor.
4. Declare that the Contractor is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Contractor can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

V. SOURCES FOR M/WBE CONTRACTORS

The following sources may be contacted for assistance in soliciting M/WBE participation.

For subcontractor referrals, call:

L. Luster & Associates
510/670-6407
510/670-5541 FAX

DBE Goodfaith Inc.
P.O. Box 521
Newark, CA 94560
877/802-3394
510/751-0780 FAX
Contact: Jose Altamirano

In addition, these firms may also be able to help you:

Triaxial Management Services, Inc.
1545 Willow Street, 1st Floor
Oakland, California 94607
510/286-1313
510/286-6792 FAX
Contact: Nathan Essando

United Asian Contractors Association
C/O Asian, Inc.
1670 Pine Street
San Francisco, California 94109
415/928-5910
415/921-0182 FAX

VSCE
3411 E. 12th Street, Suite 200
Oakland, California 94601
510/835-5001
510/899-0799 FAX
Contact: Jesus Vargas

ALAMEDA COUNTY PUBLIC WORKS AGENCY

**CONSTRUCTION COMPLIANCE PROGRAM FOR ALL CONTRACTS OF
\$100,000 AND GREATER**

GOOD FAITH EFFORT CHECKLIST SHEET

To be completed by all Bidders who do not achieve D/M/WBE participation goals set forth in Section I.B.3, by the use of D/M/WBE subcontractors, suppliers and/or truckers but have exercised a substantial Good Faith Effort in an attempt to meet the requirements

Name of Bidder (please print legibly)

PLEASE INITIAL TO INDICATE EACH ACTION TAKEN.

_____ Bidder attended pre-solicitation or pre-bid meeting scheduled by PWA.

_____ Bidder identified and selected specific items of project for which the contract will be awarded to be performed by D/M/WBE.

_____ Bidder advertised, not less than 10 calendar days before the bid opening date in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, as specified by PWA, for D/M/WBEs interested in participating in the project.

Name of publication in which advertisement was placed

Date advertisement appeared

_____ Bidder provided written notice of his/her interest in bidding on the contract to D/M/WBEs at least 10 calendar days prior to the opening of bids.

_____ Bidder followed up initial solicitations of interest by contacting D/M/WBEs to determine, with certainty, whether enterprises were interested in performing specific items of the project.

GOOD FAITH EFFORT CHECKLIST SHEET

PAGE 2

- _____ Bidder provided interested D/M/WBEs with information about the plans, specifications, and requirements for the selected subcontracting of material supply work.
- _____ Bidder requested assistance from community organizations; D/M/WBE contractor groups; veterans groups; local, state or federal disadvantaged business assistance officers; and/or other organizations that provide assistance in the recruitment and placement of D/M/WBEs as they are available.
- _____ Bidder negotiate in good faith with D/M/WBEs and did not unjustifiably reject as unsatisfactory bids prepared by any D/M/WBEs.
- _____ Bidder advised and made efforts to assist interested D/M/WBEs in obtaining bonds, lines of credit or insurance required by either PWA or the Contractor.

Bidder certifies that all actions marked on the checklist were performed by the Bidder prior to the bid opening date. Failure to complete the above checklist may result in finding the proposal to be non-responsive, subject to the Board of Supervisors' determination. This checklist is provided as a courtesy to the bidder and is not intended to be a waiver of or modification to any of the Specifications included in the Contract Specifications or in other Contract documents, including but not limited to the Construction Compliance Program (CCP) Section I.B.4. Each bidder must comply with all Specifications and Contract documents. The undersigned states that the representations made herein are made under penalty of perjury.

Name of the Principal of Firm (Please Print)

Signature of the Principal of the Firm

M/WBE BID INFORMATION

ALAMEDA COUNTY PUBLIC WORKS AGENCY - CONTRACT COMPLIANCE OFFICE (510) 670-5243
FAX (510) 670-5269

PROJECT NO. _____ BID OPENING DATE _____ BIDDER _____

PROJECT NAME _____

BIDDER REPRESENTATIVE COMPLETING THIS FORM:

NAME _____ EMAIL _____ PHONE NUMBER _____

NAME OF M/WBE	CERTIFIED BY	CERTIFICATION FILE NO.	DESCRIPTION OF WORK	BID ITEM	MBE MINORITY	WBE	DOLLAR VALUE OF CONTRACT

MBE BID AMOUNT \$ _____ = REQUIREMENT ACHIEVED _____ % REQUIREMENT ASSIGNED _____ %

WBE BID AMOUNT \$ _____ = REQUIREMENT ACHIEVED _____ % REQUIREMENT ASSIGNED _____ %

**FOR SUPPLIERS, LIST FULL DOLLAR VALUE. GOAL CREDIT FOR
NON-MANUFACTURING SUPPLIERS WILL BE CALCULATED AT 60% OF FULL DOLLAR VALUE.**

BIDDER MBE/WBE INFORMATION

NAME OF MBE/WBE	ADDRESS	LICENSE	FED TAX ID NO.	PHONE	FAX

PROVIDE THE NAME, ADDRESS, & TELEPHONE NO. FOR EACH MBE/WBE FIRM LISTED ON THE FRONT OF THIS FORM.



CCP/DBE/ECOP SUBCONTRACTOR SUBSTITUTION/ADDITION REQUEST FORM

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114 (the "Sublisting Act"). Prime Contractor shall not substitute any listed subcontractors or add subcontractors not listed in its original bid without prior written approval from the County.

1. Prime Contractor Information

Prime Contractor/Vendor Name: _____ Request Date: ____/____/____

Specification or Contract # _____ Procurement Contract # _____ Prime Contract Value: \$ _____

CCP/DBE GOALS	DBE%		MBE%		WBE%	
ECOP GOALS	LBE%		SLBE%		MBE%	
					WBE%	

Submitted by: _____ Phone: _____ Email: _____

Request for Subcontractor (Choose one): ☐ Addition ☐ Replacement/Substitution

Reason for Substitution/Addition (Select All that Apply)

- ☐ 1. Listed Subcontractor fails or refuses to execute contract based on plans and specifications for the project
- ☐ 2. You stipulated a bond is a condition of executing contract and listed subcontractor fails to meet your bonding requirement
- ☐ 3. Work requires a contractor license and listed subcontractor does not have a valid license under Contractors License Law
- ☐ 4. Listed subcontractor fails or refuses to perform the work or furnish the listed materials
- ☐ 5. Listed subcontractor work is unsatisfactory and not in compliance with the contract
- ☐ 6. Listed subcontractor delays or disrupts the progress of the work
- ☐ 7. Listed subcontractor became bankrupt or insolvent
- ☐ 8. Change order requires addition of subcontractor
- ☐ 9. Other (Explain): _____

Print Contractor Contact Name: _____ Title: _____

Authorized Signature: _____ Date: _____

☐ I agree to register, use and ensure Subcontractor below registers and uses Elation Systems as required by County to report utilization, CPRs, Payments and monitor compliance.

2. Listed or Previously Listed Subcontractor Information (if applicable)

Subcontractor Name: _____ Subcontract Value: \$ _____

Scope of Work (Bid Item): _____ Certification Type: ☐ MBE ☐ WBE ☐ DBE

Print Name: _____ ☐ LBE ☐ SBE

Authorized Signature: _____ Date: _____

3. Added/Substituted Subcontractor Information

Business Name: _____ Subcontract Value \$ _____

License #: _____ Certification # (if applicable): _____

Certification Term: _____ Certification Type: ☐ MBE ☐ WBE ☐ DBE ☐ LBE ☐ SBE

Start Date: ____/____/____

Certification Agency: _____

End Date: ____/____/____

ATTACH COPY OF VALID CERTIFICATION DOCUMENT

Print Name: _____

Authorized Signature: _____ Date: _____

☐ I agree to register and use Elation Systems as required by County to report utilization, CPRs, Payments and monitor compliance.

To be completed by County:

☐ Approved: Contract Compliance Signature _____ Date _____

☐ Approved: Construction Program Mgr. Signature _____ Date _____

Substitution Denied ☐ Reason: _____

☐ BOARD APPROVAL REQUIRED



**ALAMEDA COUNTY PUBLIC WORKS AGENCY (PWA)
CONTRACT COMPLIANCE DIVISION (CCD)
CONSTRUCTION COMPLIANCE PROGRAM (CCP)/DISADVANTAGED BUSINESS
ENTERPRISE (DBE) / ENHANCED CONSTRUCTION OUTREACH PROGRAM
(ECOP) SUBCONTRACTOR SUBSTITUTION/ADDITION REQUEST INSTRUCTIONS**

Prime Contractors must complete and submit Form 101B for approval to the Public Works Agency's (PWA), Contract Compliance Division (CCD) to ensure compliance with County Bid /Contract Specifications and subcontractor substitution requirements in the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114 (the "Sublisting Act").

Disadvantaged/Minority/Women/Small/Local Business Enterprise (D/M/W/S/LBE) subcontractors added to contracts to meet COP/ECOP goals must be tracked and monitored utilizing the Elation Compliance Systems. Prime Contractors must enter payments made to subcontractors in Elation and ensure that subcontractors confirm payments received per contract terms.

The County Subcontractor Substitution /Addition Request processes works in conjunction with but does not replace or supersede the subcontractor substitution requirements in the Subletting and Subcontracting Fair practices Act, Public Contract Code Sections 4100-4114 (the "Sublisting Act"). Compliance with the Sublisting Act may occur when this process is initiated.

1. Prime Contractors should work closely with Public Works Agency's, Contract Compliance Division when a Subcontractor substitution/addition is needed.
2. If the overall D/M/W/S/LBE participation percentage is being reduced, Board approval may be required to amend the contract terms.
3. Project Manager or designee should work with PWA-CCD to obtain Board approval and to amend contracts when PWA managed the competitive process and/or is monitoring compliance.
4. Project Manager or designee are responsible for ensuring that the
 - a. Contract amendment process is conducted in accordance with State law and County policy.
 - b. Recommended D/M/W/S/LBE Subcontractor substitution/addition is a certified D/M/W/S/LBE through CalTrans (for PWA projects subject to CCP/DBE) or other approved certified agency (for GSA projects subject to ECOP).
 - c. Prime and substituted/added Subcontractor sign and date the Substitution Request Form (101B) and check the box confirming their agreement to use Elation Systems.
 - d. D/M/W/S/LBE Substitution/Addition Request form is complete and accurate.
 - e. Form 101B - D/M/W/S/LBE Substitution/Addition Request form(s) are completed and submitted in Elation or sent via email for approval to Roel Villacarlos (roel@acpwa.org).
5. Upon D/M/W/S/LBE Subcontractor substitution/addition approval, Project Manager or Designee is responsible for ensuring that the following actions are performed in Elation Systems:
 - a. Prime Contractor makes the necessary changes to its project team in a timely manner.
 - b. Pending changes to the project team are reviewed and approved/rejected as needed by department.
 - c. Approved request form(s) and other related contract documents are uploaded to the project by department.

The D/M/W/S/LBE Subcontractor Substitution/Addition Request form is also available online in the Document Center at <http://dsmain.acgov.org/docushare/dsweb/Get/Document-21644/SLEB%20Subcontractor%20Substitution%20Request%20Form%20&%20Instructions%201-17-12.pdf>

PROJECT NO. _____
PROJECT NAME _____
PRIME CONTRACTOR _____

SUBCONTRACTOR INFORMATION

NAME OF SUBCONTRACTOR	ADDRESS	LICENSE NO.	DIR REG. NO.	FED TAX ID NO.	PHONE	FAX

PLEASE BRING THIS COMPLETED FORM TO THE PRE-CONSTRUCTION CONFERENCE



California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page ____ of ____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:		CONTRACTOR'S LICENSE NO.:		ADDRESS:																				
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:		PROJECT OR CONTRACT NO.:																		
				WORKERS' COMPENSATION POLICY NO.:		PROJECT AND LOCATION:																		
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK		CHECK NO
			M	T	W	TH	F	S	S															
			DATE																					
			HOURS WORKED EACH DAY																					
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date _____ at _____
I, _____ do certify under penalty of perjury:
(Name of signatory party) Title

(1) That all of the information in this report is true and correct.

(2) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)

the _____, that during the payroll period commencing on the _____ day of _____
(Building or work)

20 _____ and ending the _____ day of _____, 20 _____, all persons employed on said project
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have been made either
(Contractor or subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(5) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 5 (c) below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 5(c) below:

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION
Remarks:	
Name and Title	Signature

Information in this report is submitted pursuant to Sections 1770 thru 1780 of the California Labor Code.

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

LABOR COMMISSIONER, STATE OF CALIFORNIA
 Department of Industrial Relations
 DIVISION OF LABOR STANDARDS ENFORCEMENT
 Bureau of field Enforcement
 2424 Arden Way, Suite 340
 Sacramento, California 95825

Contractor:



PUBLIC WORKS FRINGE BENEFIT STATEMENT

PROJECT NAME/CONTRACT NUMBER			
ADDRESS/LOCATION			
HEALTH AND WELFARE	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	
PENSION	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	

PLEASE COMPLETE THE REVERSE SIDE
 PUBLIC WORKS FRINGE BENEFIT STATEMENT

VACATION/ HOLIDAY	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	
TRAINING	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	
DUES	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	
OTHER	NAME OF PLAN		CONTRIBUTIONS MADE: <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY
	ADDRESS		
	NAME OF ADMINISTRATOR		
	ADDRESS		
	CLASSIFICATION(S) OF WORKERS	AMOUNT OF CONTRIBUTION PER CLASSIFICATION PER HR	

To be completed by
each subcontractor and
prime contractor.

**PREVAILING WAGE INFORMATION SHEET
FOR EACH CLASSIFICATION FOR THIS PROJECT**

County Project No. and Name: _____

Prime or Subcontractor Name: _____

Wage Determination No.: _____ Contractor License No.: _____

Labor Classification (including group #): _____

Base rate: _____ Per Hour Overtime rate: _____ Per Hour

Check one:

- ☐ This is a federal construction project - overtime is payable at 1 ½ times the base rate for all hours worked over 40 in a work week.
- ☐ This is a state/local construction project; a premium is payable for daily overtime, weekly overtime, Saturday, Sunday & holiday work.

Fringe Benefit Cash Payment: _____ Per Hour

Total Fringe Benefit Plan Contributions: _____ Per Hour

Fringe Benefit contributions are made to:

1. (CAC, JATC, or other Approved Training Program) _____ Per Hour
2. _____
3. _____
4. _____
5. _____

Signature _____ Title _____ Date _____

Telephone No.	Fax No.
---------------	---------

**Return this form with the first certified payroll for the project to
Contract Compliance Office
951 Turner Court, Room 100, Hayward, California 94545**

CONFIDENTIAL		CONTRACT NO.	
This document contains personal information and pursuant to Civil Code Section 1798.21 it shall be kept in order to protect against unauthorized disclosure.		FED. NO.	
1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review.)			
EMPLOYEE NAME		LABOR CLASSIFICATION	
MINIMUM BASE WAGE PER CONTRACT	BASE RATE	FRINGE BENEFITS	
MINIMUM BASE WAGE PER PAYROLL (if available)	BASE RATE	FRINGE BENEFITS	
EMPLOYER		PRIME CONTRACTOR ON THE PROJECT (If same, so state)	
WORK BEING PERFORMED AT TIME OF INTERVIEW			
2. QUESTIONS TO BE ASKED OF EMPLOYEE			
A. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER?		HOW LONG ON THIS PROJECT?	
B. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK			
C. WHAT IS YOUR WAGE (Include Base Rate and Fringe Benefits (Compare to payroll))		DO YOU KEEP A RECORD OF THE HOURS YOU WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO	
D. DO YOU WORK OVERTIME: <input type="checkbox"/> FREQUENTLY <input type="checkbox"/> SELDOM <input type="checkbox"/> NONE	ARE YOU PAID TIME AND A HALF FOR OVERTIME <input type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, EXPLAIN	
E. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTERS ON THE PROJECT? <input type="checkbox"/> YES <input type="checkbox"/> NO		HAVE YOU SEEN THOSE POSTERS? IF NO, EXPLAIN <input type="checkbox"/> YES <input type="checkbox"/> NO	
F. ARE YOU AWARE OF THE CONTRACTORS EEO POLICIES? <input type="checkbox"/> YES <input type="checkbox"/> NO		DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO HOW OFTEN?	
WHO CONDUCTS THE MEETINGS? WHO IS THE EEO OFFICER FOR THIS PROJECT?		WHO IS THE EEO OFFICER FOR YOUR EMPLOYER?	
G. ARE YOU INTERESTED IN, OR HAS YOUR EMPLOYER INFORMED YOU OF UPGRADING AND TRAINING POSSIBILITIES? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES,, PLEASE EXPLAIN			
3. ADDITIONAL QUESTIONS FOR OWNER OPERATORS			
A. EQUIPMENT DESCRIPTION		TRUCK LICENSE NO.	TRUCK (CAL-T-NO.)
HOURLY RATE (fully operated and maintained?)		BASE EQUIPMENT RATE	ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? <input type="checkbox"/> hr'ly <input type="checkbox"/> wk'ly <input type="checkbox"/> mo'ly
B. DO YOU OWN THE EQUIPMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? <input type="checkbox"/> YES (Interviewer note response) <input type="checkbox"/> NO	
LEGAL OWNER		REGISTERED OWNER	
4. EMPLOYEE COMMENTS		5. INTERVIEWERS COMMENTS	
DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? BE SPECIFIC			
INTERVIEWER'S SIGNATURE DATE		RESIDENT ENGINEER'S SIGNATURE DATE	

EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO

HC-0031 (BACK)

Fill in Section 1 from payroll records, if available, after interview.

Fill in Section 2 completely (does not apply to owner operators).

Fill in Section 3 completely.

Employee comments optional in Section 4.

Interviewer comments on findings recommends further actions to be taken.

Attach additional sheets if necessary.

EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO

HC-0031 (Back)

DIRECTIONS TO INTERVIEWER

1. Fill in Section 1 from payroll records, if available, after interview.
2. Fill in Section 2 completely. (does not apply to owner operators)
3. Fill in Section 3 completely
4. Employee comments optional in Section 4.
5. Interviewer comments on findings recommends further actions to be taken.
6. Attach additional sheets if necessary

CONTRACT ITEM NO.	DESCRIPTION OF WORK PERFORMED AND/OR MATERIALS PROVIDED	NAME OF M/WBE	CONTRACT PAYMENTS		COMMENTS *
			PAID TO DATE	PAYMENT DUE	

CCP-FORM 106

EACH M/WBE SUBCONTRACTOR

PROJECT NO.: _____ PRIME CONTRACTOR: _____
PROJECT NAME: _____ YOUR COMPANY NAME: _____
COMPLETION DATE OF YOUR PORTION: _____ ADDRESS: _____
ORIGINAL SUBCONTRACT AMOUNT: \$ _____

CONTRACT ITEM NO.	DESCRIPTION OF WORK PERFORMED AND/OR MATERIALS PROVIDED	NAME OF M/WBE	CONTRACT PAYMENTS		COMMENTS *
			PAID TO DATE	PAYMENT DUE	

*If actual M/WBE utilization (or item or work) was different than that approved at time of award, explain why (i.e., change order, quantities different, etc.). Use reverse side if additional space is required.

TOTAL \$ _____ Estimate total payment to date to you as Subcontractor
% _____ \$ _____

To the best of my information and belief, the above information is complete and correct.

I certify that the above information is complete and correct.

Contractor Representative

Title

Signature-Inspector/Project Manager

Date Forwarded to CCO

Phone Number

Date _____

PRIME CONTRACTOR

SUBCONTRACTOR

ALAMEDA COUNTY PROJECT NO.

COUNTY OF ALAMEDA
EQUAL EMPLOYMENT POLICY
THIS COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER

We participate in the Construction Compliance Program of the County of Alameda and accept the following operating policy:

“It is the policy of this Company to assure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, veteran status, physical or mental handicap; such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer; recruitment or of preapprenticeship training and on-the-job training.”

This Company subscribes to the Construction Compliance Program of the County of Alameda, particulars of which are in the Construction Compliance Program Section of the Project Specifications.

DATE: _____

CONTRACTOR NAME: _____

TITLE: _____

SIGNATURE: _____

County of Alameda
Public Works Agency

**REPORT ON
UTILIZATION OF SUBCONTRACTORS**

Location: _____
Project/Specification No.: _____
Administering Agency: _____

Prime Contractor: _____
Address: _____

Month Ending: _____

Total Payment to
Subcontractors \$ _____

CONTRACT ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	NAME OF SUBCONTRACTOR	AMOUNT OF PAYMENT	COMMENTS
1				
2				
3				

If actual subcontractor utilization (or item of work) was different from that approved at time of award, explain why under comments. List all subcontractors utilized, whether or not the firms were originally listed in bid documents.

Total \$ _____

ORIGINAL COMMITMENT

M/DBE: \$ _____ %

WBE: \$ _____ %

TOTAL: \$ _____ %

(Use reverse side if additional space is required.)

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

Signature – Contractor Representative

Title

Phone Number

Date

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

Signature – Public Works Inspector

Name (Please Print)

Phone Number

Date

STATE OF CALIFORNIA

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

HARASSMENT OR DISCRIMINATION IN EMPLOYMENT

Because Of

**Sex Race Color Ancestry Religious Creed
National Origin Disability (Including HIV and Aids)
Medical Condition (Cancer) Age
Marital Status Denial of Family and Medical Care Leave
Denial of Pregnancy Disability Leave
IS PROHIBITED BY LAW**

The California Fair Employment and Housing Act

(Part 2.8 (commencing with Section 12900) of Div. 3 of Title 2 of the Government Code)

- prohibits harassment of employees or applicants and requires employers to take all reasonable steps to prevent harassment. The prohibition against sex harassment includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- requires that all employers provide information to each of their employees on the nature, illegality and legal remedies which apply to sexual harassment. Employers may either develop their own publication, which must meet standards as set forth in California Government Code Section 12950, or use a brochure which may be obtained from the Department of Fair Employment and Housing.
- requires employers to reasonably accommodate disabled employees or job applicants in order to enable them to perform the essential functions of a job.
- permits job applicants and employees to file complaints with the Department of Fair Employment and Housing (DFEH) against an employer, employment agency, or labor union which fails to grant equal employment as required by law.
- requires employers not to discriminate against any job applicant or worker in hiring, promotions, assignments, or discharge. On-the-job segregation is also prohibited, and employers may file complaints against workers who refuse to cooperate in compliance.
- requires employers, employment agencies, and unions to preserve applications, personnel and employment referral records for a minimum of two years.
- requires employers to provide leaves of up to four months to employees disabled because of pregnancy, maternity, or childbirth.
- requires employers of 50 or more persons to allow employees to take up to 12 weeks leave in any 12 month period for the birth of a child, the placement of a child for adoption or foster care, for an employee's own serious health condition, or to care for a parent, spouse or child with a serious health condition.
- requires employment agencies to serve all applicants equally; to refuse discriminatory job orders; to refrain from prohibited pre-hiring inquiries or help-wanted advertising.
- requires unions not to discriminate in member admission or dispatching to jobs.
- forbids any person to interfere with efforts to comply with the act. Authorizes the DFEH to work affirmatively with cooperating employers to review hiring and recruiting practices in order to expand equal opportunity.

REMEDIES FOR INDIVIDUALS, OR PENALTIES FOR VIOLATION MAY INCLUDE:

hiring, back pay, promotion, reinstatement, damages for emotional distress, cease-and-desist order, or a fine of up to \$50,000.

JOB APPLICANTS AND EMPLOYEES: If you believe you have experienced discrimination, DFEH will investigate without cost to you.

For information contact the Department of Fair Employment and Housing:

Toll Free 1-800-884-1684

TDD Numbers: Los Angeles (213) 897-2840, Sacramento (916) 324-1678

This notice must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, etc. For a copy, contact the nearest DFEH office.

EXHIBIT E

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL / QUALIFICATIONS No. LAN20212421

for

Small Business Development and Community Outreach Services

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

Contact Person: Lorena Arroyo, Procurement & Contracts Specialist

Phone Number: (510) 670-5212

E-mail Address: Lorena@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

March 12, 2021

at

Alameda County, PWA County Service Area

951 Turner Court, Room 100

Hayward, CA 94544

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL/QUOTATION No. LAN202111321

SPECIFICATIONS, TERMS & CONDITIONS

for

ON CALL GEOTECHNICAL ENGINEERING SERVICES

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ATTACHMENTS

ATTACHMENT A – RFQ/P RESPONSE PACKET

Attachment A-1 Contractor Information and Acceptance

Attachment A-2 References

Attachment A-3 SLEB Partnering Information Sheet

Attachment A-4 Exceptions, Clarifications, Amendments

Attachment A-5 Debarment and Suspension Certification

Attachment A-6 Contractors License and Department of Industrial Relations Form

Attachment A-7 Current Fee Schedule (to be provided in sealed envelope)

ATTACHMENT B – INSURANCE REQUIREMENTS

ATTACHMENT C – SAMPLE STANDARD SERVICES CONTRACT

I. STATEMENT OF WORK

Alameda County Public Works Agency (the “Agency”) is the division of Alameda County government responsible for developing, operating, and maintaining public works infrastructure projects, such as county roads and bridges. The Agency performs this function with a dedicated team of program managers, professional engineers, skilled technicians and other talented support staff. The Agency also provides services for the Alameda County Flood Control & Water Conservation District. Sometimes numerous, large and/or complex projects require the agency to supplement its staff with the additional expertise and resources from specialized consultants. When this is the case, the Agency seeks competitive proposals for services by issuing a request for proposal (RFP).

With this RFP, the Agency seeks the professional services of consultants with specialized communication skills and small business development experience to assist the Agency in developing and implementing a comprehensive strategy for project specific Stakeholder Engagement, a County-wide Small Business Development/Outreach Program and Community Outreach Program, that is unique and innovative. The Agency is interested in project specific communication strategies to engage those who are directly impacted by specific projects. These project strategies should benefit and effectively reach a broad audience of stakeholders, including residents within the project area, commuters who travel to/through the project area, local businesses, schools, home owners associations, and other interested parties/groups. In addition, the Agency is seeking assistance in developing and implementing an exceptional and pioneering Small Business Development and Capacity-Building Program, to increase participation in County-wide contracting opportunities. And to a limited extent, the Agency is requesting the proposals to include requisite experience in CA Labor Code enforcement, to assist the Agency in effectuating its Construction Compliance Program (CCP), Disadvantaged Business Enterprise (DBE) program, the County-wide Small Local Emerging Business (SLEB) program and enforcement of the Prevailing Wage requirements.

A. INTENT

The Agency intends to award a three (3)-year contract (with option to renew) to the highest-ranking Consultant(s) who best demonstrates that they can perform to this RFP’s specific requirements and meets the County’s overall requirement as outlined in the RFP. The Agency reserves its right to recommend for award and enter into contract negotiations with more than one proposer to fulfill the specific requirements of the RFP.

B. SCOPE

The Agency is soliciting proposals from qualified professional services firms to provide Agency staff assistance in developing and implementing the following:

1. Public Relation Program
2. Stakeholder Engagement Strategies

3. Small Business Development and Capacity-Building Program
4. County-wide Business and Community Outreach Program

These programs and strategies will assist the Agency in informing and keeping informed, the public about Agency capital improvement projects from design through construction. In addition, the Agency seeks a consultant with the requisite experience and knowledge to assist in carrying out and enforcing County policies such as the Construction Compliance Program (CCP); Disadvantaged Business Enterprise (DBE) program for Federally-funded projects; and Alameda County's Small Local Emerging Business (SLEB) program. The Agency further seeks a consultant that can provide assistance to Agency staff in effectuating post-award functions such as monitoring and enforcement of not only the aforementioned program(s) but also, enforcement of its Department of Industrial Relations' (DIR) approved Labor Compliance Program (LCP) for Prop 84 Flood Control projects.

The Agency seeks consultant support in order to increase the participation and utilization of small and local Alameda County businesses, particularly DBEs, MBEs and WBES, and SLEBs firms in its procurement and contracting opportunities. In addition, the consultant will also be required to assist and monitor compliance with SLEB, CCP and DBE program requirements. Consultants may propose modifications and additions to these tasks, but any proposed modification should be accompanied by an explanation detailing how the modification would benefit the programs and comply with legal and contractual requirements.

C. BACKGROUND

The Agency is firmly committed to providing equal employment and business opportunities for all persons regardless of race, color, religion, sex, national origin, age, and non-job related disability. Proposers are required not to discriminate when soliciting for and committing to subcontractors, sub-consultants, and suppliers. The Agency further ensures that minority and women-owned business enterprises are not precluded from bidding on or proposing for Agency construction contracts and consulting agreements as prime contractors and/or consultants, respectively.

D. PROPOSER QUALIFICATION

1. Proposer shall be regularly and continuously engaged in the business of providing consulting services in the field of public relation, stakeholder engagement, business outreach and community outreach, trained and expertise in prevailing wage enforcement for at least three (3) years.
2. Proposer **and** all key personnel (including subconsultants) assigned to a specific project shall be regularly and continuously engaged in the business of providing Public Relations; Stakeholder Engagement; Business & Community Outreach; trained and expertise in prevailing wage enforcement for at least 3 years

3. Proposer shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

E. SPECIFIC REQUIREMENTS

A competent, responsible and responsive proposal shall meet the following specific criteria:

1. Public Relations

- a. Consultant shall be capable to deploy a full-service Public Relation campaign that reaches a broad audience and will provide a suite of opportunities and tools for sharing and receiving information. The following are examples of such tools:

- (1) E-newsletters
- (2) Email Blasts
- (3) Facebook, Social Media
- (4) Twitter
- (5) Local Newspapers, Print Media
- (6) Flyers for Local Businesses and Community Centers
- (7) Interactive Surveys
- (8) Video / Web updates

1.

- b. Consultant shall provide the adequate and appropriate disciplines for the project team.

2.

2. Stakeholder Engagement

- a. The Consultant shall work with Agency staff and Stakeholders to create an extensive Project Stakeholder Database at the beginning of each capital improvement project outreach effort;
- b. Target audiences include Residents (neighborhood and special interest groups), Business and Government entities (restaurants, shops, Chamber of Commerce, etc.) and Community-based Organizations and School Districts.

- c. Prepare or assist with the preparation of project fact sheets and other project information in formats appropriate for the project importance, type and size.
- d. Arrange and facilitate public meetings to present projects for community input, project status updates to the community, special meetings as necessary, construction information meetings, and any other meetings necessary to keep the public informed about projects from design through construction.
- e. Provide updates through a variety of resources (such as those listed in 1a) to information the community about projects and project progress from design through construction.
- f. Facilitate and mediate meetings as needed to address controversial issues that may arise during projects

3. Media Relations Plan

- a. Propose and implement a media relations strategy that elevates the exposure of the Agency via regional news and media organizations;
- b. Proactively identify opportunities for media coverage, both locally and regionally and work to facilitate that coverage;
- c. Propose and facilitate approved media events to promote the Agency and its upcoming contracting opportunities;
- d. Track and respond to stories in the media that might benefit from a response from the Agency;
- e. Monitor and report on the effectiveness of the Agency's own press releases, story pitches and activities;
- f. Staff training for media interviews/oral presentations;
- g. Media Spokesperson Training.

4. Small Business Outreach and Capacity-Building Program

- a. Maintain and augment the Agency's electronic database listing of certified DBE/MBE/WBE/LBE/SLEB firms;

- b. Assist prime contractors, prospective bidders and Proposers on Agency projects, and other interested parties to identify and solicit DBE/MBE/WBE/LBE/SLEB subcontractor or subconsultants;
- c. Administrate, organize and coordinate the Agency's Building Opportunities for Businesses (BOB) events;
- d. Attend and represent the Agency at other meetings and outreach events as requested;
- e. Administer, organize, and coordinate the Agency's capacity building events such as the Contractor's Academy or recommend enhancements to implement a robust Capacity Building Program;
- f. Provide technical assistance capacity building strategies to DBE/MBE/WBE/LBE/SLEB firms:
 - (1) Directing them to business, governmental and industrial resources
 - (2) Identifying subcontracting items in Agency's project scopes of work
 - (3) Providing or directing them to other technical assistance as required
 - (4) Providing timely notifications of pre-bid meetings and/or pre-proposal
- g. Assist Agency to develop and implement Business Outreach Plan to inform the County's small business community of Agency contracting opportunities and projects and encourage bidding;
- h. Recommend enhancements to the Agency's Contractor's Academy Program and monitoring results of the recommended enhancements.
- i. Develop effective working relationships and open communication with general contractors, sub-contractors, suppliers, truckers, community groups/organizations, labor unions, local contractor associations, Agency staff and other County agencies and PWA organizational partners.
- j. Periodically, complete bid analyses and prepare reports on outreach efforts and results.
- k. Identify trends in public contracting;
- l. Complete other public relations related tasks as directed;

- m. Identify subcontracting items in the scope of work for properly licensed M/WBEs DBE/SLEB firms;
- n. Assist prime contractors with identification and solicitation of M/WBEs/SLEBs/DBEs;
- o. Provide other technical assistance as needed;
- p. Attend pre-bid (job-walks) and pre-construction conferences as directed and respond to questions;
- q. Organize and coordinate partnering workshops conducted by the County and Agency as directed by the Contract Administrator;
- r. Attend other meetings as directed by the Contract Administrator.
- s. Maintain effective working relationships and open communication with consultants, subconsultants general contractors, subcontractors, suppliers, truckers, community groups/organizations, unions, and minority and women contractors associations.
- t. As directed by the Contract Administrator, the Consultant will assist with any other tasks related to project specific Public Relations services. Business and Community Outreach, as set forth in the contract documents.

5. Construction Contracting Opportunities Website Enhancements

Review website and recommend enhancements for Construction Contracting Opportunities.

6. Other Community Outreach Elements

- a. Community engagement, information dissemination including but not limited to:
 - (1) Information about Streetscape improvements
 - (2) Stories from the community about how the streetscape will improve their lives or why they are excited about the design
 - (3) Progress on the project
 - (4) Notification of construction
 - (5) Notification of noise
 - (6) Notification of traffic impacts

- (7) Notification of business operations during construction
- (8) 24-hour project hotline to respond concerns

3. b. Community Newsletter (Quarterly) Examples include:

- (a) Adopt-a-Spot/Creek
- (b) CSA - Sidewalks
- (c) Emergency Preparedness
- (d) FEMA National Flood Insurance Program
- (e) Sidewalk Repair Program
- (f) Storm Preparedness

4.

F. DELIVERABLES / REPORTS

- 1. Public Relations Campaign Efforts and Effectiveness (Annual)
- 2. Business Outreach Plan (Annual)
- 3. Community Outreach Effort (Annual)
- 4. PWA Quarterly Newsletter (Quarterly)
- 5. Website User Traffic (Report)
- 6. Stakeholder Engagement Plan (Project Specific)

II. INSTRUCTIONS TO CONTRACTORS

A. ACPWA CONTACTS

<https://www.acpwa.org/current-contracting-opportunities>

B. CALENDAR OF EVENTS

EVENT	DATE
Networking/Contractor Conference <i>Virtual, Contact Lorena Arroyo at lorena@acpwa.org or 670-5212</i>	February 25, 2021 at 1:00 p.m.
Deadline to submit questions on RFQ/P	February 25, 2021 at 5:00 pm
Responses to questions posted (Addendum 1)	_February 26, 2021
Responses to RFQ/P Due	March 12, 2021 <u>by</u> 2:00 pm

<i>Deliver to: 951 Turner Court, Hayward CA or email to lorena@acpwa.org</i>	
Contractor Interviews (discretionary)	March 19, 2021
Board Consideration Award Date	June 1, 2021
Contract Start Date	July 1, 2021

Note: Award and contract start dates are approximate.

C. NETWORKING / CONTRACTOR CONFERENCE

The networking conference is not mandatory and will be held virtual. To receive an invitation to the networking meeting please contact Lorena Arroyo at lorena@acpwa.org or 670-5212.

D. SUBMITTAL OF RESPONSES

1. Responses are to be addressed and delivered as follows:

RFQ/P No. 21CSA5C1
Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94545
Attention: Lorena Arroyo

2. Prime Contractor must submit 4 copies of the responses.
3. Prime contractor's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile responses will be considered.
5. All costs required for the preparation and submission of response shall be borne by contractor.
6. Only one response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.
7. All information regarding the response will be held as confidential until such time as ACPWA Selection Committee (ASC) has completed its evaluation, and recommended award has been made by the ASC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).
8. Responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any response or part thereof so marked. Responses submitted may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

9. Each response received, with the name of the Contractor, shall be entered on a record, and each record with the successful responses indicated thereon, shall, after the award of the contract, be open to public inspection.
10. California Government Code §4552: In submitting response to a public purchasing body, the Contractor offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.
11. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.) ACPWA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
12. The contractor certifies that it is, at the time of response/proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the RFQ/P.
13. The contractor certifies that it is not, at the time of the response, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that ACPWA reserves the right to reject a response and that the rejected response shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFQ/P documents.

E. RESPONSE FORMAT

1. Responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy proposal with original ink signatures, plus four (4) copies of the response, plus a copy shall be submitted in “PDF” format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the response. Original response is to be clearly marked “ORIGINAL,” printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked “COPY.”

It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the response. Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated under Section II.F., “Response Content/Submittals.”

2. In order for responses to be considered complete, contractor must provide all information and documentation requested, including forms required in Attachment A. Failure to include all requisite information may be grounds for ACPWA's rejection of Contractor's response.

F. RESPONSE CONTENT/SUBMITTALS

ACPWA appreciates brevity. Please keep your response, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of no more than 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Contractor's capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the response should be organized in the following manner:

1. **Transmittal Letter.** Responses shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Title Page.** Show the RFQ/P subject, the RFQ/P number, the name of the Contractor's firm, address, telephone number, name of the contact person and their email address, and the date.
3. **Table of Contents.** Responses shall include a table of contents listing the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
4. **Response Content:**
 - a. **Overview and Summary.** This section should clearly convey the Contractor's understanding of the work and project approach. Contractor should address the following:
 - i. Understanding of ACPWA's objectives and purpose.
 - ii. Understanding of the potential project challenges.
 - b. **Sample Project Approach and Work Plan.** This section should include a full description of the work elements and the proposed methodology the contractor proposes to satisfy ACPWA objectives on a variety of projects. Include a discussion of samples of similar work performed for others, and how you satisfied the client's objectives for that work.

The sample work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the type of work that may be required. Provide a detailed description covering all the requirements in this RFQ/P.

Identify other activities that you propose to implement in support of the required work. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

- c. **Management Plan.** This section should describe the Contractor's approach to managing the work from issuance of task orders by ACPWA to final close of task. If the work is anticipated to be a team effort, the allocation of the work to the team members should be indicated. The management plan should describe the following:
- i. Management approach, including the role of the prime Contractor and subcontractors, and team and joint venture members, if applicable, and any specific features of the management approach that require explanation.
 - ii. Organizational work assignments structure, including work elements and sub elements performed by subcontractors.
 - iii. Discussion of Contractor's capacity to perform a work as may be required by ACPWA.
 - iv. Description of subcontractor supervision.
 - v. Overview of Contractor's quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the contractor will meet or exceed ACPWA's expectations on any given project.
- d. **Pricing and Fees.** Prime contractor and, if applicable, subcontractor(s) must provide, under separate sealed envelope, and on company letterhead, a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. Fee schedules for the Prime and all subcontractors making up a team, can be placed into one envelope. All prime and subcontractors must be registered with the Department of Industrial Relations at the time of proposal submission and provide County staff a copy of their DIR registration number.
- i. The County's maximum allowable mark up on subcontractor fees and any expenses is ten (10) percent.
 - ii. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ/P.
 - iii. Maximum annual escalation of fees shall be no more than 3%.
 - iv. Any fee increases or decreases for subsequent contract terms may be negotiated between contractor and ACPWA only after completion of the initial term.
- e. Federal and State minimum wage laws apply. ACPWA has no requirements for living wages. ACPWA is not imposing any additional requirements regarding wages.
- f. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **Exhibits/Attachments.** Contractors shall include in their submittal completed and signed documentation for all listed Attachments, including any attachments required by the Attachment. Detailed instructions, forms, and a checklist for the RFQ/P Response Packet is provided at the end of this RFQ/P. The content and sequence for each required document shall be as follows:

Attachment A RFQ/P Response Packet- Required Documentation

Attachment A-1: Contractor Information and Acceptance - Every Prime Contractor must select one choice under Item 10 of this Attachment and must complete and sign page 3.

Attachment A-2: References - Prime Contractors must use the template on Attachment A-2 to provide three client references.

Attachment A-3: SLEB Partnering Information Sheet - Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status.

Attachment A-4: Exceptions, Clarifications, Amendments (required with submittal of response). If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted on the form attached.

Attachment A-5: Debarment and Suspension Form – Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.

Attachment A-6: California State Contractors License and Department of Industrial Relations Form: Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations form.

Attachment A-7: Current Fee Schedule- Prime Contractor and subcontractors must provide a current rate sheet in separate sealed envelope.

Attachment B **Insurance Requirements** (*for information*). This attachment contains the minimum insurance limits, required by the County to be held by the Contractor and all of its sub-Contractors performing on the projects. Insurance certificates are not required at the time of submission of the response; however, by signing Attachment A-1, *Contractor Information and Acceptance*, Contractor and its sub-Contractors agree to meet the minimum insurance requirements stated in the RFQ/P prior to contract. This documentation must be provided to ACPWA prior to award and shall include an insurance certificate and additional insured certificate naming the County of Alameda, which meets the minimum insurance requirements, as stated in the Attachment B – *Insurance Requirements*

Attachment C **Sample Standard Services Agreement** (*for information*). This attachment is an example of Alameda County's Standard Services Agreement, and is provided for informational purposes.

III. EVALUATION CRITERIA/SELECTION COMMITTEE

All responses that pass the initial Evaluation Criteria (which are determined on a pass/fail basis, see table below) will be evaluated by an ACPWA Selection Committee (ASC). The ASC may be composed of ACPWA staff and other parties that may have expertise or experience with the type of work required for this contract. The ASC will score and select the Contractor(s) who will be invited to negotiate a contract for Small Business and Community Outreach services. Other than the initial pass/fail Evaluation Criteria, the evaluation of the responses shall be within the sole judgment and discretion of the ASC.

All contact during the evaluation phase shall be through ACPWA only. Contractors shall neither contact nor lobby evaluators during the evaluation process. Attempts by Contractor to contact and/or influence members of the ASC may result in disqualification of Contractor. The ASC will evaluate each response meeting the qualification requirements set forth in this RFQ/P. Contractors should bear in mind that any response that is unresponsive to the scope set forth in this RFQ/P will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of ACPWA's requirements as set forth in this RFQ/P.

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

Each of the Evaluation Criteria below will be used in ranking and determining the quality of a Contractor's response and scored on the zero to ten-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each response. A response with a higher-weighted total will be deemed of higher quality than a response with a lesser-weighted total.

The final maximum score for any Contractor (combined response and reference check score) is two-hundred twenty (220) points. The zero to ten-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ/P specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1-2	Poor	Below average, falls short of expectations, is substandard to the average or expected norm, has low probability of success in achieving objectives.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ/P specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ/P.
9-10	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 RFQ/P specification.

The Evaluation Criteria and their respective weights are as follows:

	INITIAL CRITERIA	Score
1.	<p>Completeness of Response: Responses to this RFQ/P must be complete. Responses that do not include the RFQ/P content requirements and do not address each of the items listed in Attachment A, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p><i>Responses that are rated a Fail and are not considered may be picked up by the Contractor at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</i></p>	Pass/Fail

	EVALUATION CRITERIA- RESPONSES	Weight Factor	Max Rating	Max Score
1.	<p>Understanding of the Project: Response will be evaluated against the RFQ/P specifications and the questions below:</p> <p>a. Has proposer demonstrated a thorough understanding of the purpose of the RFQ/P? How well has the proposer identified pertinent issues and potential problems related to potential projects? Also, has the proposer demonstrated understanding of the deliverables and time schedules and can proposer meet them?</p>	2.0	10	20
2.	<p>Sample Project Approach, Work Plan For similar or applicable work, please describe projects completed for others, risks associated with each project and your response to those risks. Describe specifically:</p> <p>a. Methodology proposed to satisfy client objectives and detailed description of all requirements. b. All tasks and activities conducted to complete project. c. Project schedule, and how it was met.</p>	6.0	10	60
3.	<p>Management Plan: Response will be evaluated against the RFQ/P specifications and the questions below:</p> <p>a. Is Contractor's management approach, including roles of prime and subcontractors, and other team members, clearly explained in example projects (see Item 2 of Evaluation Criteria) b. Is work assignment structure, including work elements and sub elements performed by subcontractors clearly explained? Does response include a description of subcontractor supervision strategy? d. Does Contractor provide an overview of quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the Contractor will meet or exceed ACPWA's expectations on projects?</p>	3.0	10	30

4.	Resumes of Key Personnel: Response will be evaluated against the RFQ/P specifications and the questions below: a. Do the individuals assigned to the project have experience on similar projects? b. How extensive is the education and/or training of the personnel assigned to work on this project?	4.0	10	40
Maximum Score for Proposal Evaluation				150

	EVALUATION CRITERIA- REFERENCE CHECKS	Weight Factor	Max Rating	Max Score
1.	References: Reference checks will only be performed on Contractors with the highest scoring responses.	1.0	10	10
Maximum Score for References				10

	EVALUATION CRITERIA- Interviews	Weight Factor	Max Rating	Max Score
1.	Interviews.	4.0	10	40
Maximum Score for References				40

	FINAL EVALUATION SCORE	MAX TOTALS
1.	CONTRACTOR'S RESPONSE SCORE	150
2.	Contractors Reference Check Score	10
3	CONTRACTOR'S Interview SCORE	40
Final Maximum Raw Score		200
	LOCAL OR SLEB PREFERENCES <i>(Awarded based on prime's status)</i>	
1.	Local Preference Points: If prime (non-SLEB) Contractor is local (located within Alameda County), preference points equaling five percent (5%) of Contractor's final raw score will be added	5% of final raw score
OR	Small Local or Emerging (SLEB) Points: If prime Contractor is a registered SLEB firm, preference points equaling ten percent (10%) of Contractor's final raw score will be added	10% of final raw score
FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE		220

A. AWARD

The ASC will recommend award to the Contractors who achieve the highest overall scores. Overall scores are determined by adding the proposal evaluation score and the reference check score.

B. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract that may be awarded to Contractor, the ASC and/or other persons designated by ACPWA will meet with the Contractor to evaluate the services provided thus far, to identify any issues or potential problems.

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

1. Contractor has complied with all terms of this RFQ/P; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met ACPWA requirements.

If, as a result of such determination, ACPWA concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning ACPWA property at no charge to ACPWA. ACPWA will have the right to invite the next highest ranked Contractor to enter into a contract. ACPWA also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

C. NOTICE OF INTENT TO AWARD

At the conclusion of the evaluation process, all Contractors will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACPWA. The document providing this notification is the Notice of Intent to Award.

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

3. The name of the Contractor(s) being recommended for contract award; and
4. The names of all the other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful Contractors may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Contractor.

D. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ/P, will be five years, 3 years with an option to renew for up to 2 years.
2. ACPWA has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that ACPWA should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. ACPWA may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, ACPWA reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, ACPWA reserves the right to invite the next highest ranked Contractor to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.
3. ACPWA may, at its sole option, terminate any contract that may be awarded as a result of this RFQ/P at any time, for reason of non-appropriation of funds. In such event, ACPWA will give Contractor at least thirty (30) days written notice that such function will not be funded for the next

fiscal period. In such event, ACPWA will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted, and vice-versa.

4. By mutual agreement, any contract which may be awarded pursuant to this RFQ/P, may be extended for an additional one-year term at agreed prices with all other terms and conditions remaining the same.

E. PROCUREMENT PROTEST/APPEALS PROCESS

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

1. Any protest by any Contractor to any part of the procurement process, must be submitted in writing to John Medlock, Alameda County Public Works Agency Deputy Director, 951 Turner Court, Hayward, CA 94545, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Contractor. A protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. ACPWA will transmit a copy of the protest to all Contractors affected by the protest as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Public Works Agency Deputy Director or designee will review and evaluate the protest and issue a written decision. The Public Works Agency Deputy Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Contractor and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Contractors affected by the decision. As used in this paragraph, a Contractor is affected by the decision on a protest if a decision on the protest could have resulted in the Contractor not being the apparent successful Contractor on the procurement.
3. The decision of the Public Works Deputy Director on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Contractor whose proposal is the subject of the protest, all Contractors affected by the Public Works Director decision on

the protest, and the protestor have the right to appeal if not satisfied with the Public Works Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Works Program Manager, not the date received by the Contractor. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Public Works Director shall not be considered under any circumstances by ACPWA or the Auditor-Controller OCCR.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. In reviewing protest appeals, the OCCR will not re-judge the Contractor submission. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFQ/P or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Public Works Program Manager. As such, a Contractor is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Public Works Program Manager or department designee and will determine whether to uphold or overturn the protest decision.
- d. The Auditor's Office may overturn the results of a RFQ/P process for ethical violations by ACPWA staff, ACPWA Selection Committee members, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of ACPWA.
- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Contractor whose response is the subject of the protest, and all Contractors affected by the decision.
- f. ACPWA will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

The procedures and time limits set forth in this paragraph are mandatory and are each Contractor's sole and exclusive remedy in the event of protest. A Contractor's failure to timely complete both the protest and the appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

IV. TERMS AND CONDITIONS

A. OTHER ACPWA PROVISIONS

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the

County's commitment to advance the economic opportunities of these businesses, **Contractors/Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** ACPWA's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. If this requirement cannot be met, Contractor must apply to the County for a waiver of SLEB requirement, and include evidence that a good faith effort was made to meet requirement. For more information about the SLEB program, go to: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this RFQ/P, applicable industries include, but are not limited to, all of those industries related to the service categories listed in Section I.A.1 of this RFQ. NAICS Codes for applicable industries can be found at: https://www.acgov.org/sleb_query_app/gsa/sleb/query/slebsearchbynaicsdesc.jsp.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and project management services projects.
3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist Contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime Contractor and all participating local and SLEB subcontractors awarded contracts as a result of this procurement process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts

Department of Industrial Relations Registration: A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Upon contract award:

- a. The County will provide Contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.
- b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
 - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at <http://www.elationsys.com/elationsys/support/default.aspx> or call Elation Systems at (925) 924-0340.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime Contractor.

4. ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ/P or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Contractors to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of ACPWA.
5. ACPWA reserves the right to award to a single or multiple Contractors.
6. ACPWA has the right to decline to award a contract or any part thereof for any reason.
7. Any proposal/bids that contain false or misleading information may be disqualified by the County.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected Contractor. Contractor may access a copy of the Standard Services Agreement template online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>. The template contains minimal Agreement boilerplate language only.

11. The RFQ/P specifications, terms, conditions and exhibits, RFQ/P Addenda and Contractor's proposal may be incorporated into and made part of any contract that may be awarded as a result of this procurement.
12. Invoicing:
 - a. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
 - b. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
 - c. ACPWA shall notify Contractor of any adjustments required to invoice.
 - d. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized, per scope item, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
 - e. Contractor shall utilize standardized invoice upon request.
 - f. Invoices shall only be issued by the Contractor who is awarded a contract.
 - g. Payments will be issued to the Contractor whose name is specified on the POs.
 - h. ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.
13. Account Manager/Support Staff:
 - a. Contractor shall provide a dedicated competent account manager who shall be responsible for ACPWA account/contract. The account manager shall receive all orders from ACPWA and shall be the primary contact for all issues regarding Contractor's response to this RFQ/P.
 - b. Contractor shall also provide adequate, competent support staff that shall be able to service ACPWA during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
 - c. Contractor account manager shall be familiar with ACPWA requirements and standards and work with ACPWA to ensure that established standards are adhered to.
 - d. Contractor account manager shall keep ACPWA informed of requests from departments as required.



ATTACHMENT A RFQ/P RESPONSE PACKET REQUIRED DOCUMENTATION

REQUEST FOR PROPOSAL / QUALIFICATIONS No. LAN20212421

for

Small Business Development and Community Outreach Services

All of the specific information and documentation listed below is required to be submitted with the Response Packet in order for a response to be deemed complete. Any pages of Attachment A not applicable to the Contractor, must still be submitted as part of a complete response, with such pages or items clearly marked "N/A." Contractors that do not comply with the requirements, and/or submit incomplete response packages, shall be subject to disqualification and their response rejected in total.

Contractors shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, etc.). Please consider the following a checklist of items required:

- ☐ 1. **Transmittal Letter:** Response shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA, and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
- ☐ 2. **Title Page & Table of Contents:** RFQ/P responses shall include a title page showing the date, RFQ/P subject, the RFQ/P number, name of the Contractor's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 3. **Overview and Summary:** RFQ/P response should convey the Contractor's understanding of the work and project approach. Contractor should address the following:
 - a. Understanding of ACPWA's objectives and the purpose of the project.
 - b. Understanding of the project challenges.
- ☐ 4. **Sample Project Approach and Work Plan:** RFQ/P response should include several relevant work examples and examples of the methodologies the Contractor used to satisfy client objectives. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the work that was required to meet project goals. Response should relate these work examples to ACPWA objectives.

Identify other activities you propose to implement in support of the potential tasks that may be assigned to the Contractor pool. Identify tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

- ☐ 5. **Management Plan:** This section should describe the Contractor's approach to managing potential work to be assigned. If work is to be allocated across team members, this should be clearly indicated.
- ☐ 6. **Pricing and Fees:** Prime Contractor and subcontractors must provide, under separate sealed envelope, and on company letterhead, a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. All fee schedules for a given team can be in one envelope.
- ☐ 7. **Attachments to be Completed:**
 - **Attachment A-1: Contractor Information and Acceptance-** Every Prime Contractor must select one choice under Item 10 of this attachment and must complete and sign Page 3.
 - **Attachment A-2: References-** Prime Contractor must use the templates on Attachment A-2 to provide three client references. Contractors must verify all contact information for references. References must be satisfactory as deemed by ACPWA. Contractors are strongly encouraged to notify all references that ACPWA may be contacting them to obtain a reference. ACPWA may contact some or all of the references provided in order to determine Contractor's performance record on work similar to that described in this request. ACPWA reserves the right to contact references other than those provided and to use the information gained in the evaluation process.
 - **Attachment A-3: SLEB Partnering Information Sheet-** Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Contractor is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Contractor will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Attachment must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal.
 - **Attachment A-4: Exceptions, Clarifications, Amendments-** If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted in the Exceptions, Clarifications, Amendments form. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.
 - **Attachment A-5: Debarment & Suspension Form -** Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.
 - **Attachment A-6: Contractors License and Department of Industrial Relations Form –** Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations Form.

- **Attachment A-7: Current Fee Schedule** – Prime Contractor and subcontractors must provide a current fee schedule on company letterhead in separate sealed envelope. All fee schedules for a given team can be included in one envelope.



ATTACHMENT A-1

CONTRACTOR INFORMATION AND ACCEPTANCE

**REQUEST FOR PROPOSAL / QUALIFICATIONS No.
LAN20212421**

for

**Small Business Development and Community Outreach
Services**

1. The undersigned declares that the response documents, including, without limitation, the RFQ/P, Addenda, and Attachments have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the RFQ/P No. XXX – XXX Services.
3. The undersigned has reviewed the RFQ/P Documents and fully understands the requirements in this RFQ/P including, but not limited to, the requirements under ACPWA Provisions, and that each Contractor who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its response and proposal, if accepted by ACPWA, will be the basis for the Contractor to enter into a contract with ACPWA in accordance with the intent of the RFQ and RFQ/P Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on ACPWA's website:
 - **Bid Protests / Appeals Process**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)
 - **Small Local Emerging Business Program**

[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)

- **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
- **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
- **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
- **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)

6. The undersigned acknowledges that Contractor will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ/P and associated proposal documents.
7. It is the responsibility of each Contractor to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Contractor certifies that if awarded a contract they will make no claim against ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Attachment A – Proposal Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ/P. This documentation must be provided to ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ/P.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Contractor is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Contractor is a certified SLEB and is requesting 10% bid preference; (Contractor must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - ☐ Contractor is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and

- Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Contractor: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____



ATTACHMENT A-2

REFERENCES

REQUEST FOR PROPOSAL / QUALIFICATIONS No. LAN20212421

for

Small Business Development and Community Outreach Services

Contractor Name: _____

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

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

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



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

**REQUEST FOR PROPOSAL / QUALIFICATIONS No.
LAN20212421**

for

**Small Business Development and Community Outreach
Services**

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

Contractors not meeting the [definition of a SLEB](http://acgov.org/auditor/sleb/overview.htm) (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractors with no employees of either entity working for the other. This form must be submitted for each business that Contractors will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, Contractors will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

☐ CONTRACTOR IS A CERTIFIED SLEB (sign at bottom of page)

SLEB CONTRACTOR Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

☐ CONTRACTOR IS **NOT** A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

(If proposed team will include more than one SLEB partner, copy this form and submit one per SLEB partner.)

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

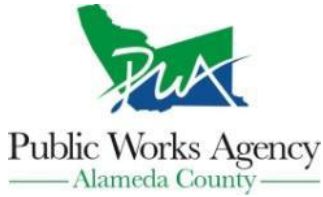
SLEB Subcontractor Principal Signature: _____ **Date:** _____

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

Contractor Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip _____

Contractor Signature: _____ Date: _____



ATTACHMENT A-4

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL / QUALIFICATIONS No.
LAN20212421

for

Small Business Development and Community Outreach
Services

Contractor: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ/P and associated documents, and submit with your proposal.

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

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

--	--	--	--

*Print additional pages as necessary.



ATTACHMENT A-5

DEBARMENT AND SUSPENSION CERTIFICATE

FOR PROCUREMENTS OVER \$25,000

REQUEST FOR PROPOSAL / QUALIFICATIONS No. LAN20212421

for

Small Business Development and Community Outreach Services

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the response. Signing this response on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT A-6

**CALIFORNIA STATE CONTRACTORS LICENSE AND
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

**REQUEST FOR PROPOSAL / QUALIFICATIONS No.
LAN20212421**

for

**Small Business Development and Community Outreach
Services**

1. Contractor Name: _____

Company Name: _____

Contractor License Type and No.: _____

DIR Registration No.: _____

2. Contractor Name: _____

Company Name: _____

Contractor License Type and No.: _____

DIR Registration No.: _____

ATTACHMENT B
COUNTY OF ALAMEDA MINIMUM INSURANCE
REQUIREMENTS

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

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

ATTACHMENT C

SAMPLE STANDARD SERVICES AGREEMENT

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for Contractors in certain service categories.

CONTRACTOR NAME: _____ DEPT #: _____
TITLE/SERVICE: _____
DEPT. CONTACT: _____ PHONE: _____

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the Contractor a corporation or partnership? () ()
2. Does the Contractor have the right per the contract to hire others to do the work agreed to in the contract? () ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: _____
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the Contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the Contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the Contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the Contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the Contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the Contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the Contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature

Agency/Department Head/Designee
Signature

Printed Name

Printed Name

Date

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2018, is by and between the County of Alameda, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain _____ services which are more fully described in Exhibit A hereto ("_____ Services"); and
(Insert short name or delete)

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide _____ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|-----------|--|
| Exhibit A | Definition of Services |
| | <ul style="list-style-type: none">• Exhibit A-1 to Standard Services Agreement- Sample Maintenance & Operations Task Order |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | Contract Compliance Reporting Requirements |
| Exhibit O | The Iran Contracting Act (ICA) of 2010 |

The term of this Agreement shall be from _____ through _____

The compensation payable to Contractor hereunder shall not exceed *(dollar amount written out)* (\$_____) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The prime and subcontractors must be currently registered with the Department of Industrial Relations.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: _____

To Contractor: _____

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Revised SLEB Provisions for use in Standard Services Agreement.

Red italic text below indicates instructions to County users.

Select the appropriate SLEB provision below for your contract and delete the unused options:

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

Option 3 – If SLEB Waiver was approved by GSA, Auditor-Controller or the Board

OPTION 1: If Prime is subcontracting with SLEBs use provision below:

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) (*or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor’s small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor’s responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

OPTION 2 – If Prime is a SLEB use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If

during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime Contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract

Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

OPTION 3 –If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay Contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No

supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her

signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

Sample Contract

ADDITIONAL PROVISIONS

Instructions:

- *To be used as necessary*
- *Additional Provisions must be approved by County Counsel.*
- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: _____

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide <insert description of goods and/or services> with the specific requirements and deliverables requested in this Exhibit A and/or the following document:

Exhibit A-1: Sample Task Order Form

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Qualifications No. XXXXXX, including any addenda, specifically including Attachment A of the RFQ/P, the response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ/P and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ/P and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ/P and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
 3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

Exhibit A-1 to Standard Services Agreement

SAMPLE Maintenance & Operations Task Order

Task Order No. _____

1.0 BACKGROUND

Provide the background information including a high-level description for the project; keep it short/concise and focus on providing information about systems impacted by this task order.

2.0 OBJECTIVES

Describe what this task will accomplish. This should reflect the end state desired.

3.0 SCOPE

Describe the type of work (individual tasks, range of tasks) the task order will support. Use language that is found in the schedule description, or in the engineer's Proposed Scope of Work document. Attach documents if necessary.

4.0 REQUIREMENTS

Describe the tasks the vendor must provide in support of this task order. Include as many tasks as required.

- *Fully describe the specific requirements and work the vendor must perform using performance-based language, identifying the final outcome, not how-to.*
- *Breakout each discrete task separately. Each task may include subtasks.*
- *Make sure to determine the **minimum** requirements.*

5.0 DELIVERABLES & DELIVERY INSTRUCTIONS

Describe all expected deliverables and the timeframe for their delivery including costs. Recommend including a table, similar to Table 1 below that provides this information.

Table 1 List of Deliverables

Required Deliverables/Reports	Date Due	Description of Deliverable Content	Costs

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County,
_____.
3. Total payment under the terms of this Agreement will not exceed the total amount of
_____. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <p>9. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>10. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>11. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>12. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>13. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>14. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". <p>15. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>16. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>	

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Exhibit D

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to Contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime Contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime Contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to Contractors and participating sub-Contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT F



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

May 29, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: ADOPT THE RESOLUTION THAT APPROVES PROJECT SPECIFICATION NO. 2343 AND AUTHORIZES THE ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE MILLER SWEENEY BRIDGE FENDER SYSTEM REPAIR, REPLACEMENT OF DOLPHIN CLUSTERS AND ACCESS PIER, AND REMOVAL OF THE HIGH STREET BRIDGE CABLE TOWER, ALAMEDA COUNTY, CALIFORNIA

RECOMMENDATION:

- A. Adopt the resolution that approves Project Specification No. 2343 for the Miller Sweeney Bridge Fender System Repair, Replacement of Dolphin Clusters and Access Pier, and Removal of the High Street Bridge Cable Tower, Alameda County, California; and
- B. Authorize and direct the Clerk of the Board to advertise the project for bids for construction, with bids to be received by the Director of Public Works by 2:00 p.m., on Tuesday, 7/28/20, with a report of the bidders and the respective amounts of their bids presented to your Board at a later date.

DISCUSSION/SUMMARY:

This project will repair damage to the Miller-Sweeney Bridge caused by barge collisions and remove a cable tower at the High Street Bridge as mitigation required by the San Francisco Bay Conservation and Development Commission (BCDC) permit. Due to excessive deterioration, the access pier to the Miller Sweeney Bridge equipment room was removed in 2016. This project will construct a replacement access pier. The engineer's estimated cost for Specification No. 2343 is \$1,100,000.

This bridge repair project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) on May 2, 2018.

SELECTION CRITERIA/PROCESS:

This will be a publicly bid construction contract. The current M/WBE goals require that contractors show good faith efforts to subcontract with minority-owned business enterprises

(MBE) and women-owned business enterprises (WBE). For projects over \$100,000, bidders are encouraged to meet a 15% MBE and 5% WBE participation goal. Construction contracting opportunities are posted in Plan Rooms, local trade organizations, and published in local ethnic newspapers.

To convey the M/WBE goals to interested contractors, PWA will hold a pre-bid meeting to discuss the M/WBE goals and to facilitate relationships between contractors and subcontractors.

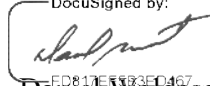
FINANCING:

Funding for this project is included in the proposed Public Works Agency's Road Fund Fiscal Year 2020-2021 Budget. There will be no impact on the County General Fund and no increase in net County cost as a result of this action.

VISION 2026 GOAL:

This project will repair and maintain existing County bridges which advances the 10x goal of **Accessible Infrastructure** which ultimately leads to the achievement of Alameda County's shared visions of **Safe and Livable Communities** and **Prosperous and Vibrant Economy**.

Yours truly,
DocuSigned by:



Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/JC/mm

[illegible]

COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY

DRAWN KR	CHECKED VC	DATE JUNE 2020	SCALE NONE	FILE NO. —	SHEET NO. L-1
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NOTICE TO BIDDERS

On June 23, 2020, the Board of Supervisors of the County of Alameda approved the following project and invites all qualified contractors to submit proposals for all labor, material, equipment, mechanical workmanship, transportation and services required for the work to be performed on:

THE MILLER SWEENEY BRIDGE FENDER SYSTEM REPAIR,
REPLACEMENT OF DOLPHIN CLUSTERS AND ACCESS PIER,
AND REMOVAL OF THE HIGH STREET BRIDGE CABLE TOWER,
ALAMEDA COUNTY, CALIFORNIA

GENERAL WORK DESCRIPTION: The project consists of performing work within a navigable waterway; removing and repairing portions of a pier fender; removing and replacing two 9-pile dolphin clusters; installation of an access pier to the bridge machinery room; removal of a cable tower; removing and disposal of excess and waste material; cleaning of the site at the end of the job; and the furnishing of all labor, materials, tools, equipment, mechanical workmanship, transportation, and services necessary to be done in order to perform a complete job in all respects as indicated on the plans, and as directed by the Engineer.

This project is subject to all Local, State, and Federal laws, rules, and guidelines contained in the plan and specifications, including but not limited to payment of prevailing wages. These wage rates are available at the Alameda County Public Works Agency's office at 951 Turner Court, Room 300, Hayward, Alameda County. Contractors and subcontractors must be currently registered and qualified to perform public work contracts pursuant to Labor Code Section 1725.5. The Contractor for this project must possess a Class A license at the time of bid opening and throughout the construction contract duration.

BID OPENING: Tuesday, July 28, 2020, 2:00 p.m., Public Works Agency, 951 Turner Court, Room 230, Hayward, CA 94545.

There is a pre-bid meeting for all prime contractors. Interested sub-contractors are invited and encouraged to attend pre-bid meetings. The pre-bid meeting has been scheduled on July 14, 2020 at 11:30 a.m. at 951 Turner Court, Room 230, Hayward.

Due to COVID-19, the Alameda County Public Works Agency will be following the County Health Officer's latest Shelter In Place Order or other applicable orders and guidance concerning social distancing, if any, in place during the bid process. Pre-bid meetings and Bid Opening may be limited to one attendee per company, and may take place in several rooms with Agency personnel teleconferencing from a separate room.

The County of Alameda Public Works Agency strongly encourages the participation of disadvantaged/minority/women-owned business enterprises in the County public works capital improvement projects. The County of Alameda Public Works Agency strongly encourages the hiring of apprentices who reside within the County of Alameda. For information on our Construction Compliance Program, please contact the Contract Compliance Officer at (510) 670-6601 or FAX (510) 670-5269. For more information about the Alameda County Contractor Technical Assistance Program (CTAP), email: CTAP@imwis.cm.

This project has a Minority/Woman Owned Business participation requirement of 15% MBE/ 5% WBE. The M/WBE BID INFORMATION sheet (CCP FORM 101 and 101A) must be submitted with the Bid Proposal; good faith documentation is due *no later than 2:00 p.m. on the second business day* following bid opening.

Plans and specifications may be viewed and purchased by any prospective bidder online at www.ipdservices.com/clients/eastbay/index.html?alco&Show=Planroom or by contacting Central Blue Print at 17132 – East 14th Street, Hayward, CA 94541 (510-276-3375), East Bay Blue Print and Supply at 1745 14th Avenue, Oakland, CA 94606 (510-261-2990), or Custom Blue Print, 1944 Mt. Diablo Boulevard, Walnut Creek, CA 94596 (925-932-3113). All questions should be directed to the Contract Administration Office at (510) 670-5450.

The Board of Supervisors reserves the right to reject any or all bids and any or all items of such bids.

BY ORDER OF THE BOARD OF SUPERVISORS,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA
ON TUESDAY, June 23, 2020

Clerk of the Board of Supervisors
County of Alameda, State of California

END OF NOTICE TO BIDDERS

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

RESOLUTION NO. 2020- 268

A RESOLUTION TO
APPROVE PROJECT AND ADVERTISE FOR BIDS

WHEREAS, in the judgment of the Board of Supervisors of the County of Alameda, it is necessary to secure all labor, material, equipment, mechanical workmanship, transportation, and services required for:

THE MILLER SWEENEY BRIDGE FENDER SYSTEM REPAIR,
REPLACEMENT OF DOLPHIN CLUSTERS AND ACCESS PIER,
AND REMOVAL OF THE HIGH STREET BRIDGE CABLE TOWER,
ALAMEDA COUNTY, CALIFORNIA

WHEREAS, Project Specification No. 2343 is a maintenance and repair project that will improve safety for motorists by maintaining the existing bridges in a serviceable condition; and

WHEREAS, the County's Health Officer's Order for Sheltering in Place currently allows work necessary to maintain essential infrastructure; and

WHEREAS, Project Specification No. 2343 has been determined to be categorically exempt from the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works has determined that Project Specification No. 2343 is an immediately necessary essential infrastructure project necessary to improve safety for motorists; and

BE IT FURTHER RESOLVED, that Project Specification No. 2343 for the above-mentioned work as prepared by the Director of Public Works, as authorized by the Board of Supervisors be and is hereby accepted and approved; and

BE IT FURTHER RESOLVED, that the bid bond to be submitted with the proposals for the above work shall be in the amount equal to ten percent (10%) of the base bid; and

BE IT FURTHER RESOLVED, that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification, or type of workman needed to execute the contract as set forth in Sections 1770 and 1773 of the Labor Code of the State of California; and

BE IT FURTHER RESOLVED, that the Clerk of this Board be and is hereby directed to advertise the Project for bids for the above-mentioned work, in accordance with law by publishing the same in the Inter-City Express, a newspaper of general circulation published in the County of Alameda, State of California; and

BE IT FURTHER RESOLVED, that the Notice to Bidders shall be substantially in the attached form:

The foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Alameda on June 23, 2020, by the following vote:

Ayes: Supervisors Carson, Chan, Haggerty, Miley, & President Valle - 5

Noes: None

Excused: None



RICHARD VALLE
PRESIDENT, BOARD OF SUPERVISOR

ATTEST:
ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS

By:


Deputy

APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL

By:

DocuSigned by:

Kathy Lee, Deputy County Counsel

EXHIBIT G



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

October 1, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: ACCEPT BID AND AWARD PROCUREMENT CONTRACT NO. 22939 TO GHILOTTI CONSTRUCTION COMPANY, INC., FOR THE RESURFACING AND SAFETY IMPROVEMENTS ON CROW CANYON ROAD AT VARIOUS LOCATIONS IN EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA; SPECIFICATION NO. 2410; IN THE AMOUNT OF \$5,559,152.47

Dear Board Members:

RECOMMENDATION:

- A. Accept the bid and award Procurement Contract No. 22939 to Ghilotti Construction Company, Inc., (President: Brian Ongaro; Location: Santa Rosa) in the amount of \$5,559,152.47, based on the unit prices stated in its bid proposal for the project, the Resurfacing and Safety Improvement on Crow Canyon Road at Various Locations in Eden Township, Alameda County, California; Specification No. 2410;
- B. Authorize the President of the Board to sign the contract subject to review and approval as to form by County Counsel, of said work to be completed within one hundred fifty (150) working days from the date of receipt of the Notice to Proceed; and submit the executed copy to the Clerk of the Board for filing; and
- C. Approve the encumbrance of an additional \$555,915.25, as a Supplemental Work Allowance (SWA) for a total encumbered amount of \$6,115,067.72 for the project, and authorize the Director of Public Works to approve contract changes as necessary against the SWA.

SUMMARY/DISCUSSION:

Your Board previously approved this project for advertisement on 7/20/21. The project consists, in general, of providing traffic control, construction area signs, and Storm Water Pollution Prevention Plan for roadway reconstruction, milling & resurfacing, and crack sealing on Crow Canyon Road. Additional work includes roadway excavation, utility adjustments, replacing existing culverts and outfall and inlet structures at mile posts 5.83, 5.91 and 6.10 along Crow Canyon Road; repairing and resurfacing roadway shoulders to construct emergency/law enforcement & pullout areas and installing (new) and replacing (existing) guardrail, speed feedback signs, signal interconnect conduit and constructing pedestrian ramps.

SELECTION CRITERIA AND PROCESS:

The project was advertised in accordance with established Construction Outreach Program procedures, which include:

- *Advertisement in seven (7) general publications and eight (8) trade or minority publications;*
- *Posting of contract documents in 23 Plan Rooms and/or trade organizations;*
- *One pre-bid conference was held for interested contractors, with attendance at the conference required for all general contractors, and encouraged for subcontractors. The conference were attended by a total of eleven (11) contractors;*

On 8/31/21, seven (7) bids were received and opened. Table 1 shows an abstract of the bid received. The bids are on file at the Public Works Agency offices.

Table 1: Abstract of Bids

Contractor	Location	MBE Participation (15% Goal)	WBE Participation (5% Goal)	Bid Amount
Ghilotti Construction Company, Inc	Santa Rosa	17.3%	5.2%	\$5,559,152.47
Granite Rock Company	San Jose	10.7%	0.0%	\$5,775,047.00
DeSilva Gates Construction	Dublin	17.1%	5.5%	\$5,912,820.00
Goodfellow Bros.	Livermore	0.0%	0.0%	\$5,972,972.00
Bay Cities Paving and Grading Inc.	Concord	15.0%	8.0%	\$5,993,745.00
Granite Construction Company	Santa Clara	8.3%	5.4%	\$6,06,437.00
A. Teichert & Sons, Inc.	Pleasanton	15.8%	6.0%	\$6,361,790.00

The bids were reviewed by Public Works Agency staff and found to be in order. The low bidder, Ghilotti Construction Company, Inc., has complied with the County's Construction Compliance Program, achieving 17.3% MBE and 5.2% WBE participation, exceeding the required goal. It is recommended that the contract be awarded to Ghilotti Construction Company, Inc. The prime contractor and its subcontractors will be required to utilize the County's Compliance System to ensure labor and business utilization compliance.

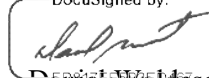
FINANCING:

Funding for this contract is included in the Public Works Agency's Fiscal Year 2021-22 Approved Budget. There will be no impact to the County General Fund, and no increase in net County cost as a result of this action.

VISION 2026 GOAL:

The project advances the 10X goal of **Accessible Infrastructure** by ensuring that transportation infrastructure meet the highest safety, sustainability and mobility standards which will ultimately help us achieve our shared visions **Healthy Environment**, **Safe and Livable Communities**, **Prosperous and Vibrant Economy** and a **Thriving and Resilient Population**.

Yours truly,
DocuSigned by:



Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/jc

c: Auditor-Controller's Office

Honorable Board of Supervisors
October 26, 2021

Page 3

Clerk of the Board
County Counsel

EXHIBIT H



Enhanced Construction Outreach Program (ECOP)

INFORMATION GUIDE

The County is interested in promoting its construction contracting opportunities to local Alameda County, small, minority and women-owned business enterprises and its employment opportunities to local apprentices, youth, unemployed and underemployed County residents.



- ECOP applies to Capital Construction Projects as approved by the Board of Supervisors and managed by the County of Alameda, General Services Agency for sealed bid construction projects over \$125,000.
- Prime contractors who are certified small local businesses (per guidelines on page 4) shall be eligible to receive a 5% bid preference. Prime contractors that subcontract with certified small local businesses for a minimum 40% of the contract will also be eligible to receive this 5% bid preference.

ECOP GOALS

1.	60% Local Business Enterprise (LBE) Participation Goal	A Local Alameda County business is one with fixed offices located in and having a street address within the County for at least 6 months prior to the date upon which a request for bids is issued and holds a valid business license issued by the County or city within the County.
2.	20% Small Business Enterprise (SBE) Participation Goal	A Small business meets the current State of California definition of less than \$15 Million in annual revenues <i>and</i> has less than 100 employees over the last 3 years or is a manufacturer with 100 or fewer employees and meets the above definition of a Local Business.
3.	15% Minority Business Enterprise (MBE) <u>SUBCONTRACTING</u> Participation Goal	MBE participation must be SUBCONTRACTED and may NOT consist of any WBE or Prime participation
4.	5% Woman Owned-Business Enterprise (WBE) <u>SUBCONTRACTING</u> Participation Goal	WBE participation must be SUBCONTRACTED and may NOT consist of any MBE or Prime participation

Definitions

Examples

<ul style="list-style-type: none"> LBE participation may consist of the Prime Contractor and Subcontractors* and may count towards <u>both</u> the LBE and SBE ECOP goals. <p>*For ECOP goals subcontractors to include manufacturers, suppliers and/or truckers.</p>	<ul style="list-style-type: none"> Valid business license issued by a city within the County of Alameda and proof of date issued (which is at least 6 months prior to the date bids were solicited) or Certification letter from an acceptable certifying agency showing a local address and issuance/expiration dates that are in compliance. (See Page 4)
<ul style="list-style-type: none"> Certified SBEs must be <u>Local</u> (S/LBE) to be considered. S/LBE must meet Local definition above <i>and</i> be <u>certified Small</u> by California Department of General Services (DGS) or other agency accepted by County. (See Page 4) Small participation may consist of any contractor, subcontractor, manufacturer, supplier or trucker. 	<ul style="list-style-type: none"> All of the above, and Current certification document or letter with SBE designation.
<ul style="list-style-type: none"> MBEs are defined per PCC 2000 (e)(1), (e)(2) and (f), must be SBEs but are not required to be LBEs. An MWBE may count <u>only</u> toward MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE participation. 	<ul style="list-style-type: none"> Current certification document, letter, etc., with MBE designation. (See Page 4)
<ul style="list-style-type: none"> WBEs are defined per PCC 2000 (e)(1), (e)(2) and (f), must be SBEs but are not required to be LBEs. An MWBE may count <u>only</u> towards MBE or WBE participation (not both); however, a local WBE may count both towards LBE and S/LBE participation. 	<ul style="list-style-type: none"> Current certification document, letter, etc., with WBE designation. (see Page 4)

ECOP Goals & Good Faith Efforts Bid Submittal Requirements

- To be considered for award, bidders must meet ALL of the ECOP goals OR provide evidence that ALL good faith efforts (GFEs) were made as stated in the bid specifications issued for each project. The County shall award a contract to the responsible bidder with the lowest responsive bid as required by law.

Under ECOP

SBE certification from the following agencies is accepted:

Alameda County Transportation Commission (Alameda CTC),
California Department of General Services (DGS),
Port of Oakland,
and when the State SBE definition is met,
Alameda County (SLEB certification).

When the State SBE definition is met

MWBE certification from the following agencies is accepted:

Bay Area Rapid Transit (BART),
the (CPUC) Supplier Clearinghouse,
North Central Texas Regional Certification Agency (NCTRCA),
Western Regional Minority Supplier Development Council (WRMSDC),
and Womens' Business Enterprise National Council (WBENC).

Frequently Asked Questions (FAQs)



1. *What is the minimum number of M/W/S/LBE firms I need to notify in writing regarding their interest in the project?*

Show evidence of contacting and responses from a minimum of three (3) M/W/S/LBE firms for each item of trade/project identified for performance by an M/W/S/LBE.

2. *Would undelivered faxes or no-answer calls count?*

No. In order to receive credit, you must provide evidence of your completed fax transmission to the identified vendor by name and number, or a completed telephone call to the identified vendor logged by name and number, with any specific comments, information, or notes about the call.

3. *I'm a County certified SLEB – does that mean I qualify for both Small and Local under ECOP?*

If you are a certified SLEB you must also meet the State definition for Small to be qualified under ECOP S/LBE.

FAQs Continued

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4. *Would a self-identified MWBE be acceptable without certification?*

No. You must provide evidence of a MWBE certification issued by a recognized certifying agency to receive the MWBE credit.

5. *If we are an MBE or WBE prime submitting a bid, would that count towards our MBE or WBE goal?*

No. MWBEs must be subcontracted to meet the goal. Also, certified MWBE subcontractors may satisfy either MBE or WBE, but not both.

6. *I have made an initial invitation to bid; however, I failed to follow up with the vendors and am unable to provide evidence of a follow-up. Will I still get credit for GFE #5?**

No. You must show proof that a follow-up was made. Telephone logs with names, comments, or notes from the vendor are examples of acceptable documentation.

7. *Do I need to include in my advertisement and notices information about obtaining bonds, lines of credit or insurance?*

Yes. Provide a copy of advertisements with specifics referencing willingness to assist M/W/S/LBEs, or an agenda, location, meeting notes, etc. with firms attending and contact persons receiving advice.

*All GFEs are stated and described in bid specifications.

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Resources for Contractors

For assistance in soliciting M/W/S/LBE participation contact:

Asian American Contractors Association

Juliana Choy Sommer, President, (415) 642-1818

www.aaca-sf.com

Western Regional Minority Supplier Development Council (WRMSDC) - MBE certifications only

80 Swan Way, Suite 245, Oakland, CA 94621, (510) 686-2555

www.wrmsdc.org

Women's Business Enterprise National Council (WBENC)

WBE certifications only— www.wbenc.org

For assistance in hiring local apprentices, youth, unemployed and under-employed County residents, contact:

Cypress/Mandela Inc. Training Center

Art Shanks, (510) 208-7350, E-Mail: artshanks@yahoo.com

www.cypressmandela.org

Youth Employment Partnership Program

Michele Clark (510) 533-3447, x3344, E-Mail: mcc@yep.org

<http://www.yep.org/>


For information regarding apprenticeship programs, related forms, complete laws, regulations and Labor Code provisions contact:

Department of Industrial Relations, Division of Apprenticeship Standards (DAS), San Francisco Office

455 Golden Gate Avenue, 9th Floor, San Francisco, CA 94102

Phone: 415/703-1128; FAX 415/703-5427 - www.dir.ca.gov

Contractors and subcontractors are strongly encouraged to self-register in the **County Local Vendor Database** at https://www.acgov.org/sleb_app/EntryFormServlet

After registering you will be directed to e-subscribe  for automatic updates to County contracting opportunities and events.



acgov.org

Alameda County's Official Website

Under
Doing Business With Us
See

Small, Local & Emerging Business Program CERTIFIED SMALL LOCAL VENDORS

[http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?
smEmInd=C](http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C)

UPCOMING CONTRACTING OPPORTUNITIES

[http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/
futurecontractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/futurecontractopportunities.jsp)

CURRENT CONTRACTING OPPORTUNITIES

[http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/
contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)

Also see
CALENDAR OF EVENTS
[http://www.acgov.org/calendar_app/DisplayListServlet?
site=Internet&ag=GSA&ty=PUR](http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&ag=GSA&ty=PUR)

For additional information contact:

County of Alameda, General Services Agency Office of Acquisition Policy



Willie A. Hopkins, Jr., Director
(510) 208-9700 • willie.hopkins@acgov.org

Linda Moore, Business Outreach Officer
(510) 208-9717 • linda.moore@acgov.org

June 15, 2017

EXHIBIT I

GSA Enhanced Construction Outreach Program Good Faith Efforts

The examples of GFE Indicators listed in the table below and suggested samples and are not meant to be mandatory or exclusionary. Other documentation may be acceptable as long as it evidences a GFE.

Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> Copy of pre-bid meeting sign-in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. https://gsa.acgov.org/do-business-with-us/contracting-opportunities/
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade-oriented publications, or trade journals for M/W/S/LBEs that are interested in participating in the project.	<ul style="list-style-type: none"> Copy of advertisements placed showing publication name and date, and dated receipts. Dated receipt with ad copy.
<p>4. The bidder provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp.</p> <p>The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by an M/W/S/LBE, where an M/W/S/LBE subcontractor has not been secured for that item.</p>	<ul style="list-style-type: none"> Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent, etc.) Undelivered faxes do not count toward the effort to meet the minimum requirement Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation
5. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	<ul style="list-style-type: none"> Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date)

**GSA Enhanced Construction Outreach Program
Good Faith Efforts**

<p>6. The bidder provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.</p>	<ul style="list-style-type: none"> • Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided • Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided
<p>7. The bidder requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.</p>	<ul style="list-style-type: none"> • Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) • Or 2nd written request to follow-up, if needed. Phone log is not acceptable.
<p>8. The bidder negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA</p>	<ul style="list-style-type: none"> • Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re-selection or rejection • M/W/S/LBE bids accepted and included in bid response
<p>9. Where applicable, the bidder advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.</p>	<ul style="list-style-type: none"> • Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs • Agenda, meeting notes including presenter's name and title, specific topics discussed, handouts, etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location, and date advice was provided

EXHIBIT J



April 5, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A REQUEST TO ADVERTISE FOR BIDS FOR THE ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL TRAINING CENTER TOWER PROJECT LOCATED AT 5301 MADIGAN ROAD, DUBLIN; PROJECT NO. CPP21C201180000

Dear Board Members:

RECOMMENDATIONS:

- A. Authorize the General Services Agency to advertise the Alameda County Sheriff's Office Regional Training Center Tower Project No. CPP21C201180000 for bid;
- B. Approve that the General Services Agency apply the Enhanced Construction Outreach Program goals and requirements for the Alameda County Sheriff's Office Regional Training Center Tower Project; and
- C. Authorize the Director of the General Services Agency to receive bid proposals for this project and to return to your Board with recommendations to award.

DISCUSSION/SUMMARY:

On December 15, 2020, your Board approved (File No. 30535, Item No. 51.1) the procurement of materials by the Alameda County Sheriff's Office (ACSO) for a prefabricated training tower in the amount of \$437,483.

On January 12, 2021, your Board amended (File No. 30605, Item No. 22) the Fiscal Year 2020-FY2025 Capital Improvement Plan to add the ACSO Regional Training Center (RTC) Tower Project (the Project) to Category I Projects Approved and Underway, adopted Resolution No. 2021-29 certifying the California Environmental Quality Act (CEQA) existing facilities exemption as related to the Project, and award a Task Order (No. 20118) to AE3 Partners, Inc. in the amount of \$68,761 for structural review, foundation and electrical plans as necessary for construction of the tower.

ACSO has acquired the materials for the prefabricated training tower. The General Services Agency (GSA) will provide project management services for the environmental, architectural, and construction services needed to erect this tower on the ACSO's training parcel located on Madigan Road in Dublin.

This new training tower is a prop structure to replicate a four-story building for ACSO training exercises. The tower's intended use is to create better-prepared sworn personnel, increase public safety, and reduce the risk of sworn or civilian casualties. Additionally, the RTC will train the personnel in enclosed tower spaces, which will allow ACSO to deploy multiple peaceful resolution methods, including negotiation and de-escalation procedures.

The prefabricated tower pieces will be delivered on site and construction of foundation and electrical work will be procured via a Design-Bid-Build delivery method. The Project is expected to commence in August 2021 with a target completion date of March 2022.

SELECTION CRITERIA AND PROCESS:

The Project will be publicly advertised, and the Enhanced Construction Outreach Program (ECOP) utilized includes:

- A contract goal of 60% to be awarded to local businesses and 20% to certified-small, local businesses*
- A contract goal of 15% to be awarded to certified-Minority Owned Business Enterprise subcontractors and 5% to certified-Woman Owned Business Enterprise subcontractors.*
- A 5% bid preference for prime contractors who are certified-small, local businesses, or non-certified-prime contractors that subcontract with certified-small, local businesses (in accordance with the Public Contract Code 2002) for a minimum 40% of the contract amount; and Contractors to demonstrate the ability and willingness to provide jobs required to complete County construction projects to local apprentices, youth, unemployed and under-employed County residents.*

Following the RFP process, a recommendation will be brought before your Board for approval.

FINANCING:

The estimated Design-Bid-Build construction cost for the Project is \$237,400. Appropriations for the contract are included in the GSA Capital Projects Fund Fiscal Year 2020-21 budget for the Project. There will be no increase in net County cost.

VISION 2026 GOAL:

The Project meets the 10X goal pathway of a **Crime Free County** in support of our shared vision for **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

Alan Baxter for Willie Hopkins Jr.

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Willie A. Hopkins, Jr.

Director, General Services Agency

cc: County Administrator
Auditor-Controller
County Counsel