



ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

WENDY STILL, MAS
Chief Probation Officer

December 3, 2019

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

Dear Board Members:

SUBJECT: AWARD A CONTRACT TO IMPACT JUSTICE FOR EVALUATION SERVICES OF THE AB109 COMMUNITY CAPACITY FUND PROGRAM, MASTER CONTRACT NO. 901837; AMOUNT: \$248,000

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract (Master Contract No. 901837: Procurement Contract No. 19383) with Impact Justice (Principal: Alex Busansky; Location: Oakland) for evaluation services of the AB109 Community Capacity Fund Program for the Alameda County Probation Department (ACPD), for the term of 1/1/20 – 12/31/21, in the amount of \$248,000.

DISCUSSION/SUMMARY:

On June 25, 2014, the Community Corrections Partnership Executive Committee (CCPEC) recommended and your Board approved the development of a Community Capacity Fund (CCF). In alignment with Alameda County's Reentry Strategic Plan, the CCF is designed to support organizations in developing an effective, culturally responsive, well-coordinated system of services that promotes evidence-based practices with and for those impacted by reentry, including reentry individuals, their families, victims, and our community.

Impact Justice shall conduct a formal, comprehensive evaluation of the Alameda County Capacity Building efforts and outcomes. Approximately 98 vendors will be included in this evaluation. The evaluation shall help ACPD in determining the effectiveness of the Capacity Building program in assisting community organizations in delivering effective programs and services to the realigned population living in Alameda County. It will also improve the capacity to contract with the ACPD and other county agencies.

SELECTION CRITERIA/PROCESS:

ACPD has determined that Alameda County does not currently have the resources to provide evaluation services for AB109 Community Capacity Fund Program.

ACPD worked with General Services Agency (GSA) – Procurement to develop a Request for Proposal (RFP) that was released on August 7, 2019, posted on the GSA Current Contracting Opportunities website for approximately 41 days, and sent to 3,932 subscribers to GSA Professional Services – Current Contract Opportunities mailing services via E-Gov. The RFP was also advertised in The Inter-City Express on August 9, 2019, and in The Valley Times on August 13, 2019. Two networking/bidders conferences were held.

On September 17, 2019, two responses to the RFP were received. Both bidders were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

Impact Justice was the highest-scoring qualified vendor, meets all the requirements of the RFP, is a certified SLEB (Principal: Alex Busansky; Location: Oakland; Certified Emerging: 16-00103; Expiration: November 30, 2021), and is being recommended for award.

The following is a summary of the evaluation:

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Impact Justice</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>488</i>
<i>National Council on Crime and Delinquency</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>N</i>	<i>379</i>

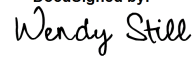
FINANCING:

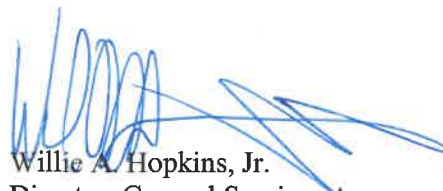
Funding for this contract will come from the amount set aside from the CCF program for the purpose of evaluation and will be paid through ACPD FY2019-20 Approved Budget. There will be no impact on the net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

The evaluation services of the AB109 Community Capacity Fund Program meets the County's 10X goal pathway of a **Crime Free County** in support of the County's shared visions of a **Thriving and Resilient Population** and **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

Wendy Still, MAS
Chief Probation Officer


Willie A. Hopkins, Jr.
Director, General Services Agency

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cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
AB109 COMMUNITY CAPACITY FUND PROGRAM
MASTER CONTRACT NO. 901837
JANUARY 1, 2020 – DECEMBER 31, 2021

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Contract Award</i>	<i>Local Participation (%)</i>	<i>SLEB Participation (%)</i>
<i>Impact Justice (Emerging) Certification #16-00103 Valid through 11/30/21</i>	<i>2633 Telegraph Ave #104 Oakland, CA 94612</i>	<i>\$248,000</i>	<i>100%</i>	<i>100%</i>

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/30/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Impact Justice, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain evaluation services for the AB109 Community Capacity Fund Program which are more fully described in Exhibit A hereto (“Definition of Services”); and

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 evaluation services for the AB109 Community Capacity Fund, 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
- Exhibit A-1 Specific Requirements
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2020 through December 31, 2021.

The compensation payable to Contractor hereunder shall not exceed Two Hundred Forty-Eight Thousand dollars (\$248,000) 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

IMPACT JUSTICE

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
Alex Busansky
8A5362AE9A124AB...
Signature

Name: Detra Dillon
(Printed)

Name: Alex Busansky
(Printed)

Title: Procurement Administrator

Title: President

Date: 12/30/2019

Date: 12/14/2019

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.

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
111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Mariana Dailey

To Contractor: IMPACT JUSTICE
2633 Telegraph Ave., Suite 104
Oakland, CA 94612
Attn: Alex Busansky

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 evaluation services for the AB109 Community Capacity Fund Program shall not exceed \$248,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **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.

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. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **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]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide evaluation services for the AB109 Community Capacity Fund Program with the Specific Requirements and Deliverables/Reports set on Exhibit A-1, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901837, including Exhibits B-H of the RFP, the proposal 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 RFP 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 RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP 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:

Antoinette Davis, MPA Director ¹	adavis@impactjustice.org	(510) 899-5010
Danielle Soto, PhD Associate Director & Senior Researcher ³	dsoto@impactjustice.org	(510) 899-5010
Jenny Hsieh Senior Associate, FP&A/Grants Manager ²	jhsieh@impactjustice.org	(510) 899-5010
Mark Lipkin Research Analyst	mlipkin@impactjustice.org	(510) 899-5010
Kathryn Stroud Research Analyst	kstroud@impactjustice.org	(510) 899-5010
Marlee Raible Research Intern	rac.intern@impactjustice.org	(510) 899-5010

¹ Denotes Point of Contact

² Denotes Contractor Administrator

³ Denotes Data Liaison/ Secure File Transfer Protocol (SFTP) User

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

SPECIFIC REQUIREMENTS AND DELIVERABLES/REPORTS

1. Contractor shall provide a proven and established method to assess and evaluate capacity building and work with Alameda County Probation Department (ACPD) to adopt and/or adapt the method as appropriate for use in the evaluation.
2. Contractor shall collect and compile comprehensive process and outcome data, and analyze and evaluate data with the objective of measuring the following:
 - a. Success of community capacity building process,
 - b. Performance of Technical Assistance providers,
 - c. Performance of ACPD,
 - d. Performance of the contractors in their capacity building,
 - e. Success at increasing capacity to obtain other contracting opportunities with ACPD and other county agencies.
3. Contractor shall identify how equipped community-based organizations are in contracting with the County, and how this capacity improved, as a result of this grant.
4. Contractor shall identify the capacity of community-based organizations in delivering effective programs and services to realigned population, and how this capacity has improved as a result of this grant.
5. Contractor must be objective, must not be aligned with any advocacy group, and must remain independent for the duration of the contract term.
6. Contractor shall, upon request, present status updates to Alameda County Probation Department (ACPD), Community Corrections Partnership Executive Committee (CCPEC), and the Board of Supervisors (BOS).
7. Contractor shall utilize the County's Secure File Transfer Protocol (SFTP) site to access relevant CCF and CCF-TA scanned files. Contractor shall: (1) identify the data liaison (2) develop a username and password; and (3) utilize any files located in their SFTP account.
8. Contractor shall work with the identified data liaison in affected County departments, partner agencies, CCF TA Providers, and CCF awardees as required.
9. Process and Outcome Evaluation Plan

- a. Review the County's Community Capacity Fund Program and existing Department and County systems that support the Program.
- b. Create a work plan and timeline, totaling a work term of two (2) years, outlining the activities, and processes, and outcomes. Contractor's Work Plan shall address the following questions:
 - (1) What are the data available, and what are the gaps in the available data?
 - (2) What activities will be used in the work plan and when will they be conducted in the timeline?
 - (3) What processes will be used in the work plan, and how will they be executed? When will these processes be conducted in the timeline?
 - (4) What outcomes/milestones are expected to be achieved, and when will they be achieved in the timeline?
- c. Work with the identified data liaison in affected County departments and partner agencies, CCF TA Providers, and CCF awardees as required.
- d. Communicate regularly with Alameda County Probation Department (ACPD) liaison, as required, to ensure successful execution of all work.
- e. Generate a written Evaluation Plan for addressing the effectiveness of programs and services funded by CCF Capacity Building Program. Contractor's Evaluation Plan shall address the following evaluation questions in relation to the grantees' Capacity Building Plans:
 - (1) Fidelity:
 - (a) What activities were implemented by grantees compared to what was planned?
 - (b) What are the total numbers of activities accomplished versus the number of activities planned?
 - (c) To what extent was each activity implemented with fidelity to the design?
 - (d) To what extent did each activity improve grantees' capacity to serve the target realignment population?
 - (e) What capacity building needs were met compared to what was assessed and what were not met, and why; what assessed needs

were excluded and/or deprioritized in the Capacity Building Plans and grant-funded activities?

- (f) What are the total numbers of needs met versus the assessed number of needs that was outlined in their contract?
 - (g) How is the capacity to serve the realigned population improved?
 - (h) What problems and/or challenges did grantees encounter while building their capacity?
- (2) Cost:
- (a) How much was expended for each capacity area versus its approved budget?
- (3) Outcomes:
- (a) How well did grantees achieve their capacity building activities?
 - (b) How well did the Technical Assistance providers achieve their objectives?
 - (c) What contracting outcomes were achieved (e.g. were grantees able to obtain other contracting opportunities with ACPD and other county agencies)?
 - (d) What benefits to providing services to re-entry clients were individually and collectively achieved by the grants?
- (4) Milestone/Deliverable: Assessment/Evaluation method for Capacity Building
- (a) Deliverable #1: Community Capacity Fund Capacity Building Process and Outcome Evaluation Plan.

10. Deliverables / Reports

Payment for services will be tied to the Milestones/Deliverables in the Exhibit B section of this Standard Services Agreement. Accompanied by an invoice, Contractor shall submit quarterly progress reports to the Alameda County Probation Department (ACPD) detailing activities, next steps, hours dedicated, challenges, and accomplishments.

Reports must include summary/status update of activities, and findings to date.

- a. Milestone/Deliverable: Quarterly Progress Reports
 - (1) Deliverable #1: Contractor shall submit progress reports on a quarterly basis.
- b. Milestone/Deliverable: Work Plan and Timeline
 - (1) Deliverable #2: Creation of written plan of action shall include a timetable, totaling a work term of two (2) years, outlining the project goals, programmatic and administrative strategies/activities (e.g. objectives), processes and outcome measures, timeline, and who is responsible.
- c. Milestone/Deliverable: Written Evaluation Plan
 - (1) Deliverable #3: Creation of Written Evaluation Plan for addressing the effectiveness of programs and services funded by CCF Capacity Building Program.
- d. Milestone/Deliverable: Process and Outcome Evaluation Plan
 - (1) Deliverable #4: Community Capacity Fund Capacity Building Process and Outcome Evaluation Plan.
- e. Milestone/Deliverable: Final Evaluation Report and Presentation
 - (1) Deliverable #5: Final Evaluation Report of the Community Capacity Fund Capacity Building Program detailing outcome and process evaluation findings, best practices, learnings, and challenges.

The Final Evaluation Report of the Community Capacity Fund Capacity Building Program should include an executive summary that integrates, summarizes, and interprets key findings of the study. The report should be written for a non-technical audience and relate the narrative discussion to descriptive statistics, analyses, graphs, maps, and tables where appropriate. Technical details, data tables, and details regarding methodology should be presented in appendices. A printed copy of the final report suitable for reproduction and an electronic file copy must be submitted upon completion of the project (in Microsoft Word and Adobe PDF file formats). These should be accompanied by an Excel workbook or Access database of all relevant data compiled during the study.

- (2) Deliverable #6: Presentation of the final report to ACPD, CCPEC, and the BOS.

- f. Data shall be expected to be collected from all grantees. The Contractor is expected to produce the deliverables through a collaborative process, including relevant County departments and other stakeholders (e.g., technical assistance providers, community-based organizations, etc.).
- g. Any literature, manuscripts submitted for publication in peer reviewed journals, professional publications, and briefs, are proprietary to Alameda County and require approval from the Probation Department prior to producing or replicating materials associated with this project.

11. Administrative Requirements

a. Funding Acknowledgments

Contractor shall ensure all written materials, reports, presentations, publications, and electronic media which are produced with funds from this contract and/or pertains to the target population being serviced by this contract will include a funding acknowledgment statement in the form of a sentence under a separate heading entitled "Funding" directly after your acknowledgements. The funding agency should be written out in full, an approved logo attached followed by the Procurement Contract number in square brackets. All written materials, reports, presentations, publications, and electronic media which include the funding statement and logo shall be submitted to the funding agency prior to mass production. Please see following example of a funding statement:

This work was supported by the Alameda County Probation Department, [Procurement Contract No. 901837].

b. Criminal Justice Involved Monthly Hiring Report

Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

12. Work Plan

a. Phase 1: Planning & Preliminary Data Collection

Contractor shall begin with meeting with leadership at the ACPD to identify departmental priorities, collect feedback and develop and finalize the work plan, timeline, and the written evaluation plan. Contractor shall also conduct interviews with key staff and stakeholders at ACPD to gather background

information. These interviews will also help assess what data are available and where gaps may exist.

Contractor shall be responsible for developing and securing data collection tools. Contractor shall develop and/or procure the necessary research protocols, (including release of consent forms, consent/assent forms etc.) to ensure the confidentiality of information that is collected during the interview process.

b. Phase 2: Capacity Assessment

To assess current capacity, Contractor shall administer a survey to all CCF grantees. Responses shall be fed into an assessment rubric that shall allow the Contractor to analyze and rank organizations into categories indicating Low, Basic, Moderate, or High Capacity. This rubric shall assess capacity in each of the priority areas identified by ACPD: Mission, Vision, & Strategy; Governance & Leadership; Organization Structure; Partnerships, External Relations, & Networking; Management Systems & Operational Ability; Fund raising, Revenue Generation, Fiscal Sustainability; and Sector-Specific Knowledge. There are standardized rubrics for Organizational Capacity Assessment, and the Contractor shall modify these tools to fit the context of this project.

c. Phase 3: Collections & Analysis of Outcome Data

This phase shall focus on evaluating how successful organizations were in achieving their stated capacity building goals. Contractor shall develop a second survey, which shall be administered to grantees. This survey shall allow the Contractor to dive deeper into the specific areas of growth organizations identified in their grant proposals and assess whether their goals were achieved. Contractor shall also gather data around how much funding organizations received, how it was utilized to improve their capacity in the areas identified, and how effectively funds were used. Data analysis of survey results shall be completed.

d. Phase 4: Collection & Analysis of Process Data

Contractor shall select a sample of organizations from each capacity category (Low, Basic, Moderate, or High Capacity) to gather qualitative data. Contractor shall gather data until we reach saturation (i.e. until Contractor has reached a full understanding of grantees' experiences and perspectives). Building off the results of the initial capacity-assessment survey, Contractor shall complete a document review of selected grantees' proposals and subsequent reports and other supporting documents. This shall allow the Contractor to identify the areas targeted for capacity building and begin to assess the extent to which goals were reached. With selected organizations, the Contractor shall follow up with in-

depth interviews of organizational leadership and key stakeholders. Interviews shall focus on their identified areas for capacity growth and shall explore areas of success as well as areas where goals were not completely met. Contractor shall also conduct a total of four focus groups with program staff, each focus group comprised of staff from each of the capacity assessment categories. This shall give the Contractor crucial background and contextual information, and shall allow for an understanding of how growth was achieved in specific goal areas. These qualitative data shall be transcribed and coded in order to identify themes by the Contractor.

e. **Phase 5: Final Analysis & Reporting**

In the final phase of this project Contractor shall complete the analysis of all data, compile and synthesize findings, and create a comprehensive final report. This report shall present key findings relating to the performance of technical assistance providers, the performance of the Alameda County Probation Department in administering the grants, the performance of the grantees in their capacity building efforts, organizational success in terms of increasing capacity to secure additional funding from ACPD and other agencies, and the success of the Community Capacity Building efforts overall.

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.

	Service/Milestone & Deliverable	Date of Delivery	Total
1.	Creation of Work Plan and Timeline, totaling a work term of two (2) years, outlining the activities, and processes, and outcomes.	March 31, 2020	\$ 12,825.36
2.	Creation of Written Evaluation Plan for addressing the effectiveness of programs and services funded by CCF Capacity Building Program.	March 31, 2020	\$ 12,825.36
3.	Community Capacity Fund Capacity Building Process and Outcome Evaluation Plan	March 31, 2020	\$ 13,428.30
4.	Final Evaluation Report of the Community Capacity Fund Capacity Building Program detailing outcome and process evaluation findings, best practices, learnings, and challenges. The Final Evaluation Report of the Community Capacity Fund Capacity Building Program should include an executive summary that integrates, summarizes, and interprets key findings of the study. The report should be written for a non-technical audience and relate the narrative discussion to descriptive statistics, analyses, graphs, maps, and tables where appropriate. Technical details, data tables, and details regarding methodology should be presented in appendices. A printed copy of the final report suitable for reproduction and an electronic file copy must be submitted upon completion of the project (in Microsoft Word and Adobe PDF file formats). These should be accompanied by an Excel workbook or Access database of all relevant data compiled during the study.	December 31, 2021	\$ 196,523.14
5.	Presentation of the Final report to ACPD	December 31, 2021	\$ 12,397.58
Grand Total			\$ 247,999.75

2. Invoices shall be submitted, along with reports and collateral by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).
 - a. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to the Contract Manager/Administrator and Cc: ProbationContracts@acgov.org.
3. Total payment under the terms of this Agreement will not exceed the total amount of Two Hundred Forty-Eight Thousand dollars (\$248,000). This cost includes all taxes and all other charges.
4. No Supplanting of Funds: Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts, grants, or programs.

EXHIBIT C 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"> 1. 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. 2. 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. 3. 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. 4. 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. 5. 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. 6. 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". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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: IMPACT JUSTICE

PRINCIPAL: ALEX BUSANSKY

TITLE: PRESIDENT

SIGNATURE:  _____ DATE: 12/14/2019