ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Sandra Rivera
Agency Director

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Agenda Item_______June 2, 2026

May 12, 2026

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

SUBJECT: **APPROVE PROCUREMENT CONTRACT NO. 30467 WITH TEAMCIVX LLC FOR POLLING, ANALYSIS AND STRATEGY DEVELOPMENT RELATED TO THE SAVE AGRICULTURE AND OPEN SPACE LANDS INITIATIVE (MEASURE D) IN THE AMOUNT OF $149,100**

RECOMMENDATIONS:

A. Approve Procurement Contract No. 30467 to TeamCivX LLC (Principal: Jeremy Hauser; Location: Orinda) to provide Measure D polling, analysis, strategy and reports for the Community Development Agency's Planning Department for the term 6/2/26 - 7/31/26, in the amount of $149,100; and

B. Adopt a Resolution to waive the County's competitive procurement process for this Contract.

C. Authorize the Auditor-Controller to make related budget adjustments, increasing appropriations by $149,100 with offsetting revenues from District 1 FY 25/26 Approved Budget.

DISCUSSION/SUMMARY:

The Save Agriculture and Open Space Lands Initiative (Measure D) was approved by Alameda County voters in November 2000. The Initiative made many changes to the County General Plan to place limits on the type and amount of development allowed in the rural areas of the County. The East County Area Plan (ECAP) and Castro Valley General Plan (CVGP) are parts of the County General Plan that were amended by Measure D in 2000 to effectively lock in limits on development allowed on parcels.

While the measure has arguably been successful in its intended purpose of preserving open space and agriculture in the rural, unincorporated County, it has been criticized for having negative unintended consequences. In the last 15 years, concerns have arisen about the measure's limitations, particularly its impact on agriculture and the Board of Supervisors' restricted ability to make changes without another ballot measure.

Changes to Measure D have been a perennial discussion at the Board level, which has led to significant amendments over the years (including a ballot measure in 2022 to allow more agricultural square footage).

TeamCivX LLC will conduct feasibility analysis, strategic development, planning guidance, and summary reports to provide staff with the information required to assess public awareness of and support for Measure D and identify potential amendments that could receive public support. The current desire from Alameda County voters to change major provisions of Measure D is unknown, which is why the current contract is needed. County staff lack the expertise to conduct professional polling, so an outside firm must provide this critical data collection and analysis.

In addition, it is important to note that General Plans are typically updated every 10 to 15 years to ensure they remain relevant to the community's needs and goals. While no amendments to Measure D are currently proposed, the goal is to explore a range of concerns of the agricultural community. This information will help determine the scope of any potential ballot measure. Possible amendments may require California Environmental Quality Act (CEQA) review, which is beneficial to determine before committing significant staff time and resources. It is important to note that CEQA review for substantial amendments to Measure D could take several years and incur considerable costs.

Inasmuch as only one bid was received as the result of the Informal Request For Proposals (IRFP) as outlined in *Selection Criteria and Process,* a Resolution is required to waive the competitive procurement process. The Resolution allows the responsive bidder, TeamCivX LLC to provide these services and be responsible for providing data collection from polling, data analysis and assessment, and strategy development related to a possible ballot amendment to Measure D. The County did not receive any other bids for this project, further supporting the request to proceed with TeamCivX LLC.

SELECTION CRITERIA AND PROCESS:

Because County staff lacks the expertise to conduct professional polling, it was necessary to conduct a search and retain an outside firm to provide critical question development, feasibility analysis, strategic development, planning guidance, polling, data collection and analysis.

Community Development Agency (CDA) worked with the General Services Agency (GSA) – Procurement to develop an Informal Request for Proposal (IRFP) due to urgency for the selected vendor to complete the work in time to determine if a measure could be placed on the November 2026 ballot. The IRFP was posted on OpenGov on February 26, 2026.

Only one bidder submitted a proposal to the IRFP by the deadline of March 23, 2026. Due to the sole bidder's proposal exceeding $100,000, the limit for an IRFP was subsequently cancelled.

GSA provided the original proposal from TeamCivX LLC for CDA to review and it was determined that it met all of the requirements in the IRFP. This allowed CDA to execute a *contract under the terms of the IRFP with TeamCivX LLC for the contract being brought to your Board today.*

TeamCivX LLC is not a certified SLEB and is subcontracting 33% of the Contract with EMC Research, Inc. (Principal: Robye Swartz; Location: Oakland; Certified Small: 06-90866; Expiration: 7/31/2026) to provide marketing research and public opinion polling services. This is a one-time, short-term contract with no expectation to renew or identify a new contractor.

EVALUATION SUMMARY

Vendor	***Location***	***Local***	***SLEB***
TeamCivX LLC	Orinda, CA	No	No

Inasmuch as the IRFP was cancelled due to the reason stated above, CDA is requesting that the Board waive the competitive bid process.

FINANCING:

Funding for the recommendation ($149,100) comes from District 1 FY 25/26 Approved budget and is not included in CDA's FY 25/26 Approved budget. As a result, CDA requests your Board approve an increase of appropriations and revenue in the amount of $149,100 per the attached Financial Recommendation. Approval of the recommendation will have no impact on the Net County Cost.

VISION 2036 GOAL:

This Contract meets the 10X goal pathway of **Eliminate Poverty and Hunger** in support of our shared vision of **Safe & Livable Communities.**

Sincerely,

Signed by:
Sandra Rivera
4C216765DCDF437...
Sandra Rivera, Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Andrea Weddle, Interim County Counsel
Melissa Wilk, Auditor-Controller
Hang Tran, County Administrator's Office
Kathleen Flynn, Office of the County Counsel
Rhonda Ngom, Office of the County Counsel
Lucy Romo, Community Development Agency

Procurement Contract No. 30467

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: TeamCivX, LLC DEPT #: 260401

TITLE/SERVICE: Measure D Polling, Feasibility Analysis, Strategic Development, Planning Guidance, and Deliverables/Reports

DEPT. CONTACT: Donna Eoff PHONE: 510-670-6411

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?	☐	☐

	YES	NO
III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS		
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." All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System

CERTIFICATIONS:

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

DocuSigned by: Jeremy Hauser 677D4E777ABF462...	Signed by: Sandra Rivera 4C216765DCDF437...
Contractor Signature	Agency/Department Head/Designee Signature
Jeremy Hauser	Sandra Rivera
Printed Name	Printed Name
6/1/2026	6/1/2026
Date	Date:

Procurement Contract No. 30467

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of June 2, 2026, is by and between the County of Alameda, hereinafter referred to as the "County", and TeamCivX, LLC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Measure D Polling, Feasibility Analysis, Strategic Development, Planning Guidance, and Deliverables/Reports services which are more fully described in Exhibit A; 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 Measure D Polling, Feasibility Analysis, Strategic Development, Planning Guidance, and Deliverables/Reports, 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 and Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Department and Suspension Certification

The term of this Agreement shall be from June 2, 2026 through July 31, 2026.

The compensation payable to Contractor hereunder shall not exceed *One hundred forty-nine thousand one hundred dollars ($149,100)* for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

By: ______________________________
Signature

Name: ______________________________
(Printed)

Title: President of the Board of Supervisors

Date: ______________________________

TeamCivX, LLC

DocuSigned by:
By: Jeremy Hauser
677D4E777ABF462...
Signature

Name: Jeremy Hauser
(Printed)

Title: Founding Partner

Date: 6/1/2026

Approved as to Form:
Andrea L. Weddle, Interim County Counsel

Signed by:
By: Rhonda Ngom
C5D320BDB8204OF...
Rhonda D. Ngom, Assistant County Counsel

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.

3. 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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 voluntary 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.

9. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

10. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

11. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

12. **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.

13. **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.

14. **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 Community Development Agency 224 W. Winton Avenue, Room 110 Hayward, CA 94544 Attn: Donna Eoff, RA II
To Contractor:	TeamCivX, LLC 21 Orinda Way, Suite C-191 Orinda, CA 94563 Attn: Jeremy Hauser

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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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 Measure D polling, analysis, strategy, and deliverables/reports shall not exceed $149,100 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with EMC Research Inc. (2001 Broadway, Oakland, CA); Principal: Robye Schwartz), for services to be provided under this Agreement in an amount equal to thirty-three (33%) 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 & Reporting (OCCR).

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 OCCR 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 Paragraph 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 Paragraph 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 Paragraph 34, 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 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 Measure D Polling, Feasibility Analysis, Strategic Development, Planning Guidance and Deliverables/Reports with the Specific Requirements and Deliverables/Reports set in this Exhibit A and Exhibit A-1.

   Exhibit A and Exhibit A-1 have been drafted to include the requirements contained in the Informal Request for Proposal (IRFP/ No. 902725), including any addenda, 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 IRFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A and Exhibit A-1, including all attachments, the scope of work described in the IRFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

   The IRFP 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:

Name	Title	Telephone	Email Address
Jeremy Hauser	Founding Partner	925-247-4528	jhauser@teamcivx.com
Dawn Lagmay	Client Service Mgr.	858-253-3186	dlagmay@teamcivx.com
Jessica Polsky-Sanchez	Principal	510-703-9200	jessica@emcresearch.com
Emerson Rogers	Sr. Strategy Assoc.	206-204-8037	erogers@emcresearch.com

   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.

4. Compliance with Political Reform Act and Related Regulations.

   While performing the Scope of Work described in this Exhibit A and Exhibit A-1, Contractor shall fully comply with and shall not act in a manner that causes the County to violate the California

Political Reform Act (Government Code sections 81000, et seq.), Government Code section 54964, and related regulations.

Neither the funds provided to Contractor, nor the services performed by Contractor or its subcontractors under this agreement shall be used for a "political purpose" (as that term is defined in 2 CCR section 18423), expressly advocate the approval or rejection of a ballot measure by the voters (whether an initiative, referendum, or other measure certified to appear on a regular or special election ballot), or develop or implement a strategy for building a coalition in support of or opposition to a ballot measure.

The Contractor may conduct polling to determine whether one or more measures should be placed on a ballot, may produce and disseminate informational literature and material that simply gives a fair presentation of the facts, which may include explaining the impact on the County that particular legislative proposals may have if adopted, and provides background material on the problem identified by the County without performing an impermissible advocacy role for the passage or defeat of a future ballot initiative or measure. In assessing its actions for compliance with the requirement for Contractor's materials to provide a fair presentation of facts serving only an informational purpose, Contractor shall be mindful of the style, tenor, and timing of its communications and the factors listed in 2 CCR section 18420.1(d).

EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

SPECIFIC REQUIREMENTS

1. Summary of Ballot Measure Activities: Measure D Polling (including question development), Feasibility Analysis, Strategic Development, Planning Guidance, and Deliverables/Reports.

   Contractor is to survey voters to determine the likelihood of voter approval of specific changes to Measure D's existing limitations of the Board of Supervisors [such as the Board's inability to make any changes without voter approval] while balancing the initial intent of Measure D to protect open space and agriculture. The Contractor will need to facilitate discussions to determine whether amendments to Measure D are supported by voters.

   Contractor must provide services for the Measure D Ballot Measure Activities including Polling, question development, Feasibility Analysis, Strategic Development, Planning Guidance and Deliverables/Reports. Specific work components include the following:

   a. Impact Feasibility Analysis & Assessment – The assessment must evaluate the potential support or opposition for voters to affirmatively re-establish the Board of Supervisors as the legislative body to amend the General Plan and include opinion research through voter polling.

   b. Develop high-level strategic recommendations for election outreach, neutral education and polling that do not expressly advocate the approval or rejection of a ballot measure by the voters or develop or implement a strategy for building a coalition in support of or opposition to a ballot measure.

   c. Voter Opinion Research – Design and implement statistically significant polling of voters. Contractor must use, at minimum, a combination of telephone and online survey methods to ensure broad outreach.

2. Polling Strategy

   Contractor's polling strategy must target both on a county-wide basis, including voters who reside in the unincorporated area and within the 14 cities of the County. A ballot measure must be adopted by the entire County, not just the unincorporated area, so services provided by the Contractor must cover all areas of the County.

3. Written Materials, Publications and Electronic Media.

   Contractor must ensure all written materials, publications and, electronic media which are produced with funds from this contract, and/or pertaining to the target area serviced by the contract, include a funding acknowledgment statement. This statement must be presented under a separate heading entitled "Funding" directly following the acknowledgment section. The funding agency should be identified and written out in full. Please refer to the following example of a funding statement:

"This work was supported by the Alameda County Planning Department".

4. Implementation Plan/Schedule

The implementation plan should include incremental steps and actions, along with the required staff and data resources, scheduled meetings, and a timeline. The schedule must identify the completion of all required tasks, including key milestones and deliverables, with the final project completion by July 31, 2026, and a contract start date of June 2, 2026.

5. Deliverables/Reports

Contractor must submit a comprehensive final report addressing proposed research, analysis and conclusions. The report must include a complete analysis for each activity interpreting the results and their relation to any proposed ballot measure. The County will assume ownership of all work products provided by the Contractor. The report analysis must address the following:

i. Impact Feasibility Analysis and Assessment outcomes – Without advocating for the passage of a measure describe how a strategy to focus voter attention on the critical issues with Measure D will be developed. The County believes targeted and limited amendments to Measure D may be positively received by voters, but that a full repeal of Measure D is unlikely to succeed. Polling should determine whether the County's belief is correct. The feasibility study must include:

(A) Demographic analysis of communities served and their primary concerns with the limitations (or advantages/protections) provided by Measure D.

(B) Examination of the impact to expand the BOS authority to make limited but consequential amendments to Measure D.

(C) Assessment of external factors influencing a ballot measure (for example, voter/community attitudes toward protection of open space and agriculture vs. allowing development that could be perceived as suburban sprawl or only benefiting one class/segment of the population).

(D) Summary of opinion research, voter polling, and property owner polling activities.

ii. Recommendations:

(A) Describe public awareness of Measure D and the protections it offers, and how changes might be presented in a ballot measure/initiative.

(B) Describe public attitudes and support for Measure D.

(C) Recommendations, both pro/con for giving BOS limited authority to amend Measure D.

7. Bi-weekly reports aligning with key project milestones (e.g. development of polling questions, completion of polling, strategy development, final analysis) to be submitted to the County.

8. Payment for services will be continuously evaluated and approved based on meeting one-hundred percent (100%) of each of the delivery milestones of the reports. The delivery milestones are as follows:

   a. Data collection, analysis and assessment

   b. Development of concise polling questions

   c. Polling results

   d. Recommendations

EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable 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.

Data Collection	$47,050
Data Analysis and Assessment	$47,050
Develop Recommendations	$40,000
Proposed Research Activities Report	$15,000
Total	$149,100

2. Invoices will be reviewed for approval by the County, Planning Director.

3. Total payment under the terms of this Agreement will not exceed the total amount of $149,100. This cost includes all taxes and all other charges.

4. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

Contract Start Date	June 2, 2026
Polling Question Development	Completion by June 16, 2026
Complete Polling	Completion by June 26, 2026
Analysis/Reports	Due by July 31, 2026

EXHIBIT C – Insurance Requirements

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 **Endorsements and Conditions:**

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:
   – 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 – Debarment and Suspension Certification

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)

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

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

BIDDER (COMPANY): TeamCivX

NAME/TITLE OF AUTHORIZED SIGNER: Jeremy Hauser Partner

SIGNATURE: DocuSigned by:

DATE: 3/19/2026 | 11:08 AM PDT

RESOLUTION NUMBER R-2026________

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS FOR TEAMCIVX, LLC TO PERFORM MEASURE D POLLING SERVICES

WHEREAS, the Community Development Agency's Planning Department ("CDA") wishes to acquire the services of TeamCivX, LLC for the period of 6/2/2026 to 7/31/2026 in an amount not to exceed $149,100 to conduct polling, analysis, strategy and deliverables/reports related to Measure D; and

WHEREAS, County Administrative Code Sections 4.12.020 and 4.12.070 require the solicitation of bids for contracts more than $100,000 except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be best served by complying with the competitive procurement requirement set forth in Section 4.12.020; and

WHEREAS, County Administrative Code Section 4.12.040 allows informal requests for quotation in the open market to be taken for contracts for $100,000 or less; and

WHEREAS, CDA issued an informal request for quotations but only TeamCivX, LLC submitted a quote and the amount exceeded $100,000; and

WHEREAS, other firms were given a fair opportunity to participate in the procurement process, and proceeding with TeamCivX, LLC – rather than conducting a new competitive procurement – serves the public interest by preserving the Board of Supervisors' option to place a measure on the November 2026 ballot, depending on the results of the polling and analysis;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The Board of Supervisors finds that given the apparent lack of interest in the work from other solicited bidders, the nature of the work and amount of the contract, it is not in the best interest of the County of Alameda to conduct another competitive selection process for polling, analysis, strategy and deliverables/reports related to Measure D.

Section 2. The requirements in Administrative Code Sections 4.12.010 and 4.12.020 for the solicitation of bids are hereby waived for the selection of TeamCivX, LLC.

The **FOREGOING** was **PASSED** and **ADOPTED** by the following vote of the County of Alameda Board of Supervisors this ____ day of ______________, 2026, to wit:

AYES:

NOES:

EXCUSED:

ABSTAINED:

____

David Haubert, President
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors,
County of Alameda County

By:______________________________

APPROVED AS TO FORM:

Andrea L. Weddle
Interim County Counsel

Signed by:

By: Rhonda Ngom
C5D320BDB82040F...

Rhonda D. Ngom
Assistant County Counsel

FINANCIAL RECOMMENDATION **AGENDA DATE:** 6/2/2026

Subject of Board Letter: Approve Procurement Contract No. 30467 With TeamCIVX For Polling, Analysis and Strategy Development Related To The Save Agriculture And Open Space Lands Initiative (Measure D) In The Amount Of $149,100

BY: 2026 **FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	*Informational* PROJ/GR	AMOUNT
260401	660011	00000		149,100
			ORG TOTAL	149,100

ORG	ACCT	PROG	*Informational* PROJ/GR	AMOUNT
			ORG TOTAL	-

GRAND TOTAL ANTICIPATED REVENUE **149,100**

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	*Informational* PROJ/GR	AMOUNT
260000	610000	00000		149,100
			ORG TOTAL	149,100

ORG	ACCT	PROG	*Informational* PROJ/GR	AMOUNT
			ORG TOTAL	

GRAND TOTAL APPROPRIATION **$149,100**