

ALAMEDA COUNTY

HEALTH CARE SERVICES

AGENCY

COLLEEN CHAWLA, Director



OFFICE OF THE AGENCY DIRECTOR

1000 San Leandro Boulevard, Suite 300

San Leandro, CA 94577

TEL (510) 618-3452

FAX (510) 351-1367

January 23, 2020

Honorable Board of Supervisors

County of Alameda

1221 Oak Street, Suite 536

Oakland, CA 94612-4305

SUBJECT: AUTHORIZE AN INCREASE AND EXTEND THE CONTRACT WITH JB & ASSOCIATES FOR CERTIFIED UNIFIED PROGRAM AGENCY CONSULTATION SERVICES; MASTER CONTRACT NO. 901226; PROCUREMENT CONTRACT NO. 11239; AMOUNT: \$120,000

Dear Board Members:

RECOMMENDATION

Authorize the Purchasing Agent to execute Amendment No. 4 to the contract (Master Contract No. 901226; Procurement Contract No. 11239) with JB & Associates (Principal: Sukla De; Location: Fremont) to provide continued Certified Unified Program Agency consultation services to the Alameda County Health Care Services Agency Department of Environmental Health, extending the current term of 4/1/2015 – 3/31/2020 by six months until 9/30/2020 and increasing the contract amount from \$466,120 to \$586,120 (\$120,000 increase).

DISCUSSION/SUMMARY

On March 3, 2015, your Board approved (Item No. 11) a three-year contract with JB & Associates to provide Certified Unified Program Agency (CUPA) consultation services. On March 28, 2018, the General Services Agency (GSA) Director, under GSA authority, approved an amendment extending the contract term by two months to May 31, 2018 and increased the contract amount from \$341,120 to \$366,120 (\$25,000 increase). GSA's extension and increase to the contract amount were necessary for the continuation of services while waiting for the next Board meeting. On May 8, 2018, your Board approved (Item No. 7) a ten-month contract extension until March 31, 2019 and increased the contract from \$366,120 to \$466,120 (\$100,000 increase). On April 9, 2019, your Board approved (Item No. 53) a one-year contract extension until March 31, 2020 with no increase to the contract amount of \$466,120.

Chapters 6.95, 6.5, 6.67, and 6.91 of the California Health & Safety Code describe the responsibilities of the CUPA with regard to California Accidental Release Prevention (Cal ARP) program, hazardous waste generators and onsite hazardous waste treatment tiered permitting program, Hazardous Materials Business Plans (HMBP) program, and methamphetamine or fentanyl contaminated property cleanup. Health Care Services Agency Department of Environmental Health (HCSA-DEH), in its role as the CUPA, will review plans and inspect eligible facilities under these programs. Property contamination caused by clandestine labs is methamphetamine or fentanyl is remediated under HCSA-DEH's oversight as well.

JB & Associates will review Cal ARP technical documentation and provide onsite inspection of facilities in Alameda County. The provision of written reports and documentation of these facilities ensures Cal ARP compliance, provides enforcement evidence if violations are observed, and provides training for staff on Cal ARP regulations and inspections if required. Similar technical services is provided for the other CUPA programs. JB & Associates has a Certified Industrial Hygienist (CIH) who oversees required methamphetamine or fentanyl contaminated property cleanup. HCSA-DEH is satisfied with the services previously provided by JB & Associates.

The contract allows for this extension and increase by mutual agreement. HCSA-DEH has requested an additional six months extension and fund increase. The amendment will ensure continuity of services to abide under the California Health & Safety Code and allow GSA-Procurement to complete a new competitive bid process.

SELECTION CRITERIA/PROCESS

HCSA-DEH worked with GSA-Procurement to develop a Request for Proposal (RFP) that was issued on November 7, 2014 and resulted in two responses. JB & Associates was the highest scoring vendor, met all requirements of the RFP, received favorable references, and is a certified Small, Local, and Emerging Business (Principal: Sukla De; Location: Fremont; Certified Small: 08-91313; Expiration: 12/31/2020).

FINANCING

Funding for this contract is available in the HCSA-DEH Fiscal Year 2019-20 Approved Budget. There will be no increase in net County cost.

VISION 2026 GOAL

Certified Unified Program Agency consultation services meet the 10X goal pathway of **Healthcare for All** in support of our shared visions of **Safe and Livable Communities** and a **Healthy Environment**.

Respectfully submitted,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla
Director, Health Care Services Agency


Willie A. Hopkins, Jr.

Director, General Services Agency

Attachment

WAH\AO\mp\i:\Board Letters\Purchasing\FY 2019-20\901226 BL CUPA 4th Amendment.docx

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
CERTIFIED UNIFIED PROGRAM AGENCY CONSULTATION SERVICE
 Master Contract No. 901226
 04/01/2015 – 09/30/2020

Vendor	Location	Estimated Dollar Value of Contract Award	Local & SLEB Participation	
			Percentage	Dollar Amount
<i>JB & Associates Sukla De, Owner Certified Small Certification No. 08-91313 Expiring: 12/31/2020</i>	<i>1900 Oro Drive, Fremont, CA 94539-3689</i>	<i>\$586,120</i>	<i>100%</i>	<i>\$586,120</i>

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and JB & Associates, (“Contractor”) with respect to that certain agreement entered by them on March 4, 2015, and that certain First Amendment to Contract approved by General Service Agency on April 2, 2018, that certain Second Amendment to Contract on May 30, 2018 and that certain Third Amendment to Contract on April 23, 2019 (collectively referred to herein as the “Contract”) pursuant to which Contractor provides Certified Unified Program Agency consultation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on March 31, 2020. As of the Effective Date, the term of the Agreement is extended through September 30, 2020.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed One Hundred Twenty Thousand dollars (\$120,000). As a result of these additional services the not to exceed amount has increased from Four Hundred Sixty Six Thousand One Hundred Twenty dollars (\$466,120) to Five Hundred Eighty Six Thousand One Hundred Twenty dollars (\$586,120) over the term of the Agreement and any amendments.

4. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$586,120.
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total amount of \$586,120. This cost includes all taxes and all other charges.
6. Attached here to Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
7. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

JB & ASSOCIATES

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

By: DocuSigned by:
Sukla De
49531F3B294A491...
Signature

Name: Detra Dillon
(Printed)

Name: Sukla De
(Printed)

Title: Procurement Administrator

Title: Principal

Date: 2/28/2020

Date: 2/4/2020

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.

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 or 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.

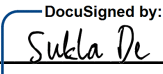
Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

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

CONTRACTOR: JB&Associates

PRINCIPAL: Sukla De TITLE: Principal

SIGNATURE:  DATE: 2/4/2020
49531F3B294A491...