

**Imperial County
Community & Economic Development Department
Request for Proposals**



LABOR COMPLIANCE CONSULTING SERVICES

for Projects Funded by the

**California Department of
Housing and Community Development (HCD)
and
Community Development Block Grant (CDBG) Program**

Issued Thursday, December 30, 2017

DUE DATE AND SUBMISSION REQUIREMENTS:

One (1) Original and Five (5) Copies of Proposals must be received by **5:00 P.M.** on **Friday, January 20, 2017**

Point of Contact:
Jonathan Garcia
Community & Economic Development Coordinator
940 W. Main St., #203
El Centro, CA 92243
(760) 482-4981
jonathangarcia@co.imperial.ca.us

Table of Contents

I. Request for Proposals.....	Exhibit 1
II. Information for Respondents.....	Exhibit 2
III. Governing Agreement	Exhibit 3

EXHIBIT 1

COUNTY OF IMPERIAL **REQUEST FOR PROPOSALS FOR** **LABOR COMPLIANCE CONSULTING SERVICES**

NOTICE IS HEREBY GIVEN that the County of Imperial, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", will receive up to, but no later than **5:00 p.m. on January 20, 2017**, sealed PROPOSALS for negotiation and award of a contract concerning **Labor Compliance Consulting Services**.

To be considered, one **original and five copies of PROPOSALS** must be received in the office of the **Imperial County Purchasing Department, 1125 Main Street, El Centro, California, 92243, Attention: Esperanza C. Warren, Community & Economic Development Manager**, by the time specified above.

Proposals shall be evaluated by a selection committee. It is the County's intention to select the Consultant whose proposal is deemed to be most advantageous to the County in accordance with the evaluation criteria set forth in this Request for Proposals. A Selection Committee appointed by the Economic Development Division Manager will review and score the proposals and recommend the most responsive and responsible firm to receive the contract award. The Selection Committee's recommendation will be forwarded to the Imperial County Board of Supervisors for final determination.

Each proposal must conform and be responsive to the Governing Agreement, a copy of which is attached as Exhibit 3. This Governing Agreement may also be obtained at the offices of the Community & Economic Development Department located at 940 W. Main Street, Ste. 203, El Centro, California, 92243.

The COUNTY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any qualifications or in the selection process.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

EXHIBIT 2

INFORMATION FOR PROPOSERS

1.0 PURPOSE

The COUNTY, through the Imperial County Community & Economic Development (ICCED) Department, is soliciting competitive proposals from qualified experienced individuals or firms to provide Labor Compliance Consulting Services for projects funded by the California Department of Housing and Community Development (HCD) and Community Development Block Grant (CDBG) Program.

Final selection of individual or firm will be contingent upon approval from the state funding agency, which is the California Department of Housing and Community Development Program, through the Community Development Block Grant Program.

All communications relating to this RFP must be directed to the contact person named below and **only** through email or written correspondence. Any other forms of communications between a respondent and COUNTY's staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in COUNTY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies or faxed responses will **not** be accepted. COUNTY assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to three years from the date of the executed agreement. Work shall be completed on a Task Order basis as need for each project.

2.0 PRE-PROPOSAL MEETING

- 2.1 A pre-proposal meeting will be held on **January 11, 2017, at 10:00 a.m.** at:
County Administration Building
Conference Rooms C & D
940 Main Street
El Centro, CA 92243
Contact: Jonathan Garcia at (442) 265-1107

Attendance at the pre-proposal meeting **is not** mandatory requirement for those interested in submitting a proposal.

3.0 CALENDAR OF EVENTS

3.1	RFP issued	December 30, 2016
3.2	Pre-proposal conference	January 11, 2017 10:00 A.M.
3.3	Deadline for County to receive written questions	January 11, 2017 05:00 P.M.
3.4	Written responses for questions received will be available	January 17, 2017
3.5	Package, References, and other documentation must be <u>received</u> by County on or before	January 20, 2017 5:00 P.M.

4.0 SCOPE OF SERVICES

The individual or firm will perform these services under the supervision and direction of the Manager of Imperial County Community & Economic Development Department. The County wishes to contract with an individual or firm on an as-needed basis to provide the following services:

- 4.1** The Consultant shall be responsible for assisting the County with activities needed to ensure that workers employed by the County's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. These services will be provided in support of the County's CDBG grant programs for a period of three (3) years.
- 4.2** The Consultant shall serve as the primary contact person for the County's CDBG contractors and their subcontractors for issues related to labor compliance standards. The Consultant shall attend pre-construction meetings to provide contractors and their subcontractors with informational materials and requirements regarding labor compliance standards and to review the labor compliance standards applicable to each project.
- 4.3** The Consultant shall immediately inform the County of any changes or developments regarding issues of federal or California compliance.
- 4.4** Prior to each bid advertisement, the Consultant shall obtain the most current and applicable wage decisions information and provide this in a timely manner to all prospective contractors and subcontractors. Thereafter, the Consultant shall immediately inform the contractors and their subcontractors of any changes or developments regarding issues of labor compliance, relevant to their contract performance for Imperial County.
- 4.5** Prior to commencement of contractors' or subcontractors' work, the Consultant shall provide verification that their licenses are current and active with the California State Contractor's License Board and they are not on a federal debarment list.

- 4.6 The Consultant shall provide the County and its contractors and their subcontractors with all required labor compliance standards contract language for inclusion in all applicable contracts to be executed by the County and its contractors.
- 4.7 The consultant must conduct all interviews at the work site. Interviews may occur at random, without providing previous notification to their contractor and subcontractor.
- 4.8 The Consultant shall respond promptly to all Requests for Information by the County and its contractors and their subcontractors for information pertaining to federal and California labor compliance standards.
- 4.9 The Consultant shall immediately inform the County whenever a contractor or subcontractor is found to be out of compliance with applicable labor standards.
- 4.10 The Consultant shall assist the County with contractors' applications for progress payments.
- 4.11 The Consultant shall promptly review the Certified Payroll Reports (CPRs) as received and notify the prime contractor of any deficiencies in wages, overtime compensation, incomplete or inaccurate CPRs, and/or incomplete or inaccurate Statements of Compliance.
- 4.12 The Consultant shall maintain all original documentation in an organized, manageable and current status and make it available to the County for review at any time.
- 4.13 The Consultant shall prepare and submit in a timely manner, all monthly, semi-annual and final reports, so that the County has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.
- 4.14 At the conclusion of a project, the Consultant shall provide to the County, all CPRs and all other documentation and correspondence related to the project.
- 4.15 If requested, the Consultant shall participate in Labor Compliance Monitoring conducted by the State of California, at a time and place specified by the County and the State of California.

5.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

- 5.1 All proposals must demonstrate that the consultant has a willingness and ability to comply with all documents, including but not limited to, the Governing Agreement identified as Exhibit "3".
- 5.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.
- 5.3 All parties submitting proposals shall include with their proposals at least three (3) current references, including name, address, and telephone number.

6.0 CONTRACT TERMS AND CONDITIONS

Please refer to the attached Exhibit 3, Governing Agreement. The attached Exhibit 3 is a draft agreement to be used as a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement.

7.0 PREPARATION OF PROPOSAL

All statements of proposals must include an original and five copies to be submitted in sealed envelopes bearing on the outside the name of the individual or firm, address, and the title of the RFP for which the qualifications are being submitted. It is the sole responsibility of respondent to ensure that proposals are received by the COUNTY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the individual or firm unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Postal Service or other delivery services such as FedEx or United Parcel Service.

8.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the individual and must bear the original signature of the person or persons authorized to sign the proposal.

9.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by COUNTY prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Postal Service or other delivery services such as FedEx or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

10.0 ERASURES

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

11.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

12.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

12.1 Statement of Qualifications

- a. Relevant Experience: All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state. Preference will be given to individuals/firms with State Housing and Community Development (HCD) experience. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services.
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
- e. The Appraiser shall carry not less than the following insurance and shall provide verification to the County upon request:
 1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
 2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
 3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.

4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

12.2 Proposed Scope of Work

A prospective Consultant should indicate an understanding of the requested services as described in Section 4, Scope of Services, and describe how it proposes to service the County in these aspects.

12.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

12.3.1 Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

12.3.2 Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

12.4 Cost of Proposed Services

The cost of the Labor Compliance Services shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested services for the term of the contract. Billing for the services shall be submitted to the Community & Economic Development Manager.

12.5 Time

Subject to any limitations stated in this proposal, the specified Labor Compliance Consultant Services shall be completed and delivered to the Community & Economic Development Manager within 10 calendar days after written authorization to proceed is received, barring circumstances beyond the Consultant's control that force a delay. In such instance, the Consultant will inform the Community & Economic Development Manager of the cause of such delay.

12.6 Protection of Property

The Consultant shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Consultant's entry.

13.0 SELECTION PROCESS

The County of Imperial will review the qualifications based on the selection criteria and 100-point scale as follows:

1.	General firm and individual experience:	10 points
2.	Specific experience as it pertains to California Department of Housing and Community Development, USDA Rural Development, HUD, CDBG and/or other grant programs:	20 points
3.	Specific experience as it pertains to the Scope of Work above mentioned in Item 4.0:	20 points
4.	Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	15 points
5.	Quality of staff and their availability:	15 points
6.	Overall quality of qualifications, especially thoroughness:	5 points
7.	Cost of Services	15 points
	Total Value:	100 points

Additional questions may be asked to respondents and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated.

The COUNTY reserves the right to reject any and all qualifications submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the qualifications and review process, as long as COUNTY procedures remain consistent with HCD procurement requirements. The COUNTY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

14.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED PROPOSALS

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

15.0 FEDERAL REGULATIONS

15.1 Affirmative Action

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the UNITED States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women’s business

enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

15.2 Section 3

The work to be performed under this contract in on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

15.3 Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.
8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or

any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

G. Requirements and Regulations pertaining to Reporting

The County, State CDBG, HUD and the Comptroller General of the United States of any of their duly authorized representatives

shall be granted access to any books, documents, papers and recorders of Contractor which are directly pertinent the contract.

H. Compliance with Clean Air Act and Clean Water Act

1. Contractor Shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).\

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency with are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or

supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Listing for County, Caltrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

EXHIBIT3

GOVERNING AGREEMENT