

ALAMEDA COUNTY PUBLIC WORKS AGENCY

**REQUEST FOR PROPOSAL**

for

**Occupational Safety and Health Training and Education**

Contact Person: Rick Ruiz, Deputy Director

Email Address: [rickr@acpawa.org](mailto:rickr@acpawa.org)

[www.acgov.org/pwa/business/services.htm](http://www.acgov.org/pwa/business/services.htm)

**RESPONSE DUE: July 30, 2013 2:00 p.m.,**

at

Alameda County Public Works Agency

951 Turner Ct., Rm. 205

Hayward, CA 94545

ATTN: Carlo Nagac

**1. PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Alameda County Public Works Agency (ACPWA), General Services Agency (GSA) and the County Administrator's Office Risk Management Unit (CAO-RMU) to solicit bid proposals to engage the services of a Consultant to perform safety oversight, training and education activities for the health and well-being of County employees by meeting the occupational health and safety requirements of the California Occupational Safety and Health Agency (CAL/OSHA), the Department of Transportation (DOT), and other regulatory State and Federal agencies. The Deputy Director of Maintenance and Operations will provide the overall project direction. However, the Consultant awarded the contract will be with three (3) Agencies/Departments: the Alameda County Public Works Agency, the General Services Agency, and the County Administrator's Office Risk Management Unit (CAO-RMU).

The intent of the RFP is to award a contract to the qualified bidder whose bid proposal, conforming to this RFP, is most advantageous to the Agencies/Departments, price and other factors considered. The RFP should describe the project, the required scope of services, and any other specified information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

**2. EVALUATION CRITERIA**

This is a one-step RFP process as described below:

- a. Qualifications and proposals will be evaluated, and a short list of qualified consultants will be developed.
- b. An oral interview with the top three (3) ranking consultants will be conducted. Final ranking will be based on both proposals and oral interviews. The number one-ranked firm will then be invited to enter into a Standard Agreement with

ACPWA (enclosed). Please note the Standard Agreement provisions are the County's standard language and cannot be altered.

- c. The criteria for selection will be based on the thoroughness, completeness, and content of the proposal as described in section 8, "Proposal Form and Timeline" of this RFP.
- d. The Consultant awarded the contract will be required to submit a certificate/s of insurance as outlined in the attached Exhibit C – County of Alameda Minimum Insurance Requirements.

### **3. BACKGROUND**

The ACPWA provides a broad range of services to the community including Road improvement, Flood Protection, Infrastructure Management, Construction Oversight, Emergency Management, and Environmental Stewardship. It operates/maintains 23 pump stations, six (6) bridges and a wide range of small and heavy equipment. It operates/maintains its facilities and equipment in compliance with CAL/OSHA and other applicable safety and health regulations. The statutory requirement is to provide a safe and healthy working environment. Agency operations cover a variety of activities that present potential hazards to the health and safety of both Agency employees and the general public. The Agency's goal is to minimize, reduce, and eradicate that potential. At a minimum, this will require determining applicable safety regulations and requirements, providing ongoing programs for the identification and control of hazards in the workplace, determining causes and prevention of accidents, and developing appropriate training in work-safe practices for employees.

GSA provides a broad range of services to County departments including Purchasing, Sustainability, Building Maintenance, Environmental Protection, Childcare, New Capital Construction, Property Salvage, Fleet and Transportation Services Management, and Radio and Telephone Communications. GSA's programs and services, similar to those provided by the Public Works Agency, reflect local, state and federal statutory requirements. GSA manages over 6.2 million square feet of facilities at over 157 properties. GSA is committed to minimizing, reducing and eradicating the safety risks to employees and the public and has over the past several years aggressively pursued a revamped Safety Program. The Agency is interested in continuing this effort through ongoing training, adoption of appropriate PPE, and through focusing on writing or updating safety plans.

The County Administrator's Office Risk Management Unit (CAO-RMU) provides safety training and safety consulting services to all of the agencies and departments in the County of Alameda. In addition, the RMU provides these services to a few outside agencies that have contracts with the County. The safety training and consulting services addresses the needs of the specific Agency / Department as required by Cal/OSHA standards and as dictated by its workers' compensation claims history.

#### **4. SCOPE OF WORK**

The Consultant shall:

- a. Perform an on-site safety review of all the Agencies facilities pursuant to State and Federal regulations and prepare/submit reports on conducted reviews every other year at a minimum, and/or as required.
- b. Evaluate and update all the Agencies injury and illness prevention programs, emergency operation, continuity of operation plans, hazardous material business plans, and other safety-related policies and guidelines in order to make recommendations.
- c. Conduct and provide training on mandated or needed training including, but not limited to Bloodborne Pathogens, Confined Space, DOT HazMat Transportation and Commercial Vehicle Operation, Forklift Certification, Lockout/Tagout, Respiratory Protection, Hazwoper – First Responder Awareness (FRA) and First Responder Operations (FRO) Field Operations Safety Inspection, Emergency Operations such as Standardized Emergency Management System (SEMS) and the Federal National Incident Management System (NIMS), training/certification on Heavy Equipment, Tree Trimming, Crane Certification - any license/certification that qualifies as continuing education and/or initial training to get certified for things such as Certified Tree Worker, Qualified PesticideApplicators, "Certified" Heavy Equipment Operators, etc.
- d. Maintain/Coordinate Safety Committee and recommend ongoing training needs, review and evaluate safety suggestions.
- e. Maintain safety office hours - schedule to be negotiated.

#### **5. BIDDER QUALIFICATIONS**

- a. BIDDER Minimum Qualifications
  - i. Bidder shall be regularly and continuously engaged in the business of providing Occupational Safety and Health Training and Education for at least three (3) years.
  - ii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP. All permits, licenses, and professional credentials should be current.

#### **6. DESCRIPTION OF REQUIRED SERVICES AND REPORTS**

The services that shall be provided by the Consultant include the planning, scheduling, and performance of activities to support the safety and health trainings and reviews of facilities.

- a. The Consultant shall prepare and submit to the Maintenance and Operations Department (M&O) Deputy Director within ten (10) working days after the contract award, a detailed schedule showing major activities, milestones, input requirements, and deliverables for all activities required in this contract. The

project schedule shall allow for Preliminary, Monthly and Final Report submittals as well as the review and approval of such reports by the Deputy Director.

- b. The Consultant shall identify in the Detailed Project Schedule the time frame in which Reports and Recommendations shall be submitted.
- c. Written material shall be produced on standard paper 8 ½” x 11”.
- d. The bill, submitted monthly, includes list of tasks, percentage of tasks completed, list of activities performed, Number of Hours/Cost of each activity, Total Amount Paid, Current Fees, and Balance to date.
- e. Detailed monthly reports shall indicate the total number of employees trained, and topics covered. In addition, the report shall highlight accident trends with specific recommendations for improvement.
- f. The consultant shall provide their own internet access on site.
- g. The consultant must provide 24/7 Technical Support (TS) access by providing after-hour contact number.

## **7. CONDUCT OF OPERATIONS**

The operation is intended to be a cooperative effort of the Agencies/Departments staff and the Consultant. The Consultant is expected to provide all the necessary technical resources and skills, support services, and the related project management of these resources. Agencies/Departments staff will provide overall project management.

## **8. PROPOSAL FORM AND TIMELINE**

Proposal content and completeness are important and, although proposal length is not limited, clarity and conciseness are essential and will be considered in assessing the proposer’s capabilities.

Interested Organization/Vendor wishing to submit a proposal must submit Four (4) written, signed copies of their response, in a sealed envelope labeled “OCCUPATIONAL SAFETY AND HEALTH TRAINING AND EDUCATION”, to:

**Alameda County Public Works Agency  
Maintenance and Operations  
951 Turner Court, Room 205, Hayward, CA, 94545**

**Attention: Carlo Nagac**

The proposal must be received by Alameda County Public Works Agency Maintenance and Operations Department no later than **2:00 p.m. on Tuesday, July 30, 2013**. Postmarks, Fax, and e-mail submittals are not acceptable. **Incomplete responses, late responses and/or responses not in accordance with RFP format and requirements will not be considered.**

**Please address any requests for additional information or clarification in writing via e-mail to [rickr@acpwa.org](mailto:rickr@acpwa.org), or by visiting our website at [www.acgov.org/pwa](http://www.acgov.org/pwa) and use the online “Online Request – Send Us An Email” option. **The County is not responsible for delayed, misdirected or lost e-mail, regardless of the cause. Do not contact** other County employees regarding this proposal or the selection procedures.**

In order to obtain a maximum degree of comparability, the proposal should contain and be organized in the following manner:

- a. Transmittal letter – Introduces the company including the highlights of the proposal, overall benefits of the proposal to the County, and the approach in providing services to the County. This synopsis should not exceed two (2) pages in length and should be easily understood.
- b. Title Page - Shows the RFP subject, the name of the proposer’s firm, location address, telephone number, name of contact person and title, e-mail address, and the date.
- c. Table of Contents - Include a clear identification of the materials by section and page number.
- d. Proposal Content:

#### Overview and Summary

This section should clearly convey the Consultant’s understanding of the work and project approach. The Consultant should address the following:

- a. Understanding of the purpose of this project as specified in the scope;
- b. Awareness of institutional, organizational, and political issues that might be related to the history of this project; and
- c. Summary of the overall approach to the project and the methodologies that will be used, and administration and operational management expertise that will be employed.

#### **9. Detailed Work Plan**

The Consultant shall include a full description of the work elements and the proposed methodology. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals and objectives.

- a. Management Program

This section should describe the Consultant’s approach to management of the work. If the proposal is a team effort, the allocation of work to the team members should be indicated. The management program should describe the following:

- i. Organizational work assignments structure, including work elements and sub-elements performed by subcontractors, if any.
- ii. Staffing Plan, including the names and qualifications of key personnel and the assignment of personnel to individual work elements. Any changes in staffing must be mutually agreed upon by the Consultant and the Agencies/Departments. Resumes should be attached as appendices. Staffing assignments should be specific enough to demonstrate understanding of skills required and commitment of proper resources.

Changes in staffing that result in a substitution of less qualified personnel may be grounds for termination of the contract.

- iii. Management approach, including the role of the prime contractor and subcontractors, and any specific features of the management approach that require explanation. Include a description of subcontractor supervision.
- iv. Project Manager's qualification and accessibility
- v. Project Teams' qualifications
- vi. Experience and qualifications in successfully undertaking similar projects
- vii. Demonstrated ability to successfully complete projects on time and within budget
- viii. References with contact information for at least three (3) current and/or previous public and private sector entities for which consultant has provided safety oversight, training and education activities for the health and well being of the employees. **Please complete B & B-1 on pages 14 & 15.**

b. Timeframe

The project contract period begins on October 1, 2013 and ends September 30, 2016 with the option to extend the contract for an additional two (2) years. Therefore, the proposal should include three-year tasks and schedule, with additional two-year tasks and schedule as an added option.

c. Small and/or Local Emerging Business

The County is interested in promoting the growth of small local businesses by increasing the participation of these businesses in the purchases of goods and/or services. In order to encourage businesses to locate and remain in the County, to provide and enhance employment opportunities for persons living in the County, and to continue to contribute to the economic environment of the County, the Agencies/Departments have incorporated the following requirements into this RFP.

Proposers not meeting the definitions of small and local business are required to either partner, joint venture, or subcontract with a small and/or local business for at least twenty (20%) percent of the total services provided. More information on the program is available on the following website. (<http://www.acgov.org/sleb>).

## **10. Online Contract Compliance System**

Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

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

Upon award:

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

It is the Contractor's responsibility to ensure that he/she and his/her subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm), or call Elation Systems at (925)924-0340.

If you have any other questions regarding the utilization of Elation Systems, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612, at Tel: (510) 891-5500, Fax: (510) 272-6502, or via Email at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

## **11. Consultant Selection**

The ACPWA will select a consultant that best meets the needs and interests of the Agencies/Departments with regard to this project. Upon selection of a consultant, the ACPWA will enter into negotiations with that consultant to determine the terms and conditions of a contract to obtain the most cost advantageous services. The ACPWA reserves the right to reject any or all proposals received.

## **12. Evaluation Procedure**

The Selection Committee (SC) will review and create a short list of the best-qualified vendors based on the proposals submitted that conform to the format set forth in this RFP. The SC reserves the right to request additional information and/or clarification of any information submitted by any Vendor. The SC will conduct oral interviews with the

three (3) most qualified and responsive Vendors. Interviews are tentatively scheduled for August 12, 2013.

The Vendors asked to participate in the interview process shall submit an hourly rate fee schedule for each key consultant, indicating the job classifications for the proposed staff assigned to execute the scope of services and duration of applicability of hourly rates. Each Vendor will be expected to respond to a series of questions, prepared by the SC prior to the interview, and to present or demonstrate the ability to carry out the scope of services efficiently & effectively.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight, to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred fifty (550) points, including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The Selection Committee will recommend one firm to the Director of Public Works for providing safety & occupational safety and health training & education. In consultation with the Selection Committee, the Director of Public Works will select a Vendor. A Vendor agreement will be negotiated following the final selection. If the County is unable to negotiate a satisfactory agreement with the selected firm, it will undertake negotiations with the second ranked firm and so on until it has reached a satisfactory agreement.

Upon authorization from the County Board of Supervisors, the Director of Public Works will execute an Agreement with the selected Vendor. The COUNTY shall be the sole judge of its own best interests in evaluating the proposals and negotiating the resulting Agreement.



**The Evaluation Criteria and their respective weights are as follows:**

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered, may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p><b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a>.</p>	Pass/Fail
<b>B.</b>	<p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success and of risks associated with the proposal response.</p> <ol style="list-style-type: none"> <li>1. <u>Proposed Services</u> – A comparison will be made but is not limited to: vendor staff integration, scope of services to be provided and the proposed services as they relate to covering all of the Public Works and GSA Occupational Safety and Health Training and Education needs.</li> <li>2. <u>Resources</u> – An assessment will be made of the scope, quality and extent of resources provided by the bidder which are required to complete the proposed objectives.</li> <li>3. <u>Breadth of Services</u> – A comparison will be made of the proposed services and any additional services Bidder may provide. Credit will be given for credentialed staff, experience in similar settings, design and scope of programs/activities offered and availability (off-hours, holidays, etc.).</li> </ol>	15
<b>C.</b>	<p><b>Understanding of the Project:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?</li> </ol>	15
<b>D.</b>	<p><b>Methodology:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> </ol>	15

	<p>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</p> <p>3. Does the methodology interface with the County's time schedule?</p>	
<b>E.</b>	<p><b>Cost:</b> The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness – i.e. does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?;</li> <li>2. Realism – i.e. is the proposed cost appropriate to the nature of services to be provided?; and</li> <li>3. Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</li> </ol>	15
<b>F.</b>	<p><b>Implementation Plan and Schedule:</b> An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.</p>	10
<b>G.</b>	<p><b>Relevant Experience:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>	10
<b>H.</b>	<p><b>References:</b> Bidders are to provide a list of three (3) or more current and former clients in private &amp; public sector, local, state or federal governmental institutions/agencies. References must be satisfactory as deemed solely by County.</p>	10
<b>I.</b>	<p><b>Oral Presentation and Interview:</b> The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	10
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	(5%)

	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	(5%)
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### 13. CALENDAR OF EVENTS

EVENT	DATE	TIME/LOCATION
RFP Issued	6/27/13	
Pre-Proposal Meeting	7/9/13	10:00 a.m. at 951 Turner Ct., Room 213, Hayward
Response Due	7/30/13	2:00 p.m. at 951 Turner Ct., Room 205, Hayward
Evaluation Period	8/5 to 8/7/13	(TBD) - Conference Rm. 213
Vendor Interviews from short list	8/12/13	(TBD) - 951 Turner Ct., Room 213, Hayward
Mailing of "Notice of Intent to Award"	8/14/13	
Negotiations with Selected Vendor	(TBD)	(TBD) - 951 Turner Ct., Room 213, Hayward
Board Approval Process	(TBD)	
Board Package Submission to CAO	(TBD)	
Board Award Date	(TBD)	

### 14. Pre-Proposal Meeting

There is a pre-proposal meeting for prime contractors. Interested sub-contractors are invited and encouraged to attend pre-proposal meeting which has been scheduled on **July 9, 2013, at 10:00 a.m.**, at 951 Turner Court, Room 213, Hayward.

### 15. Notice of Intent to Award

At the conclusion of the RFP response evaluation process, all bidders will be notified in writing by e-mail or fax, of the contract award recommendation, if any, by ACPWA. The document providing this notification is the **Notice of Intent to Award**. The Notice of Intent to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals

### 16. RFP Protest / Appeal Process

The ACPWA prides itself on the establishment of fair and competitive contracting procedures and is committed to following those procedures. The following is provided in the event that a company wishes to protest the RFP process or appeal the recommendation to award a contract for this project.

- a. Any RFP protest by any company must be submitted in writing to Rick Ruiz, Alameda County Public Works at 951 Turner Court, Room 100, Hayward, CA 94545, Fax: (510) 670-5251, before 5:00 p.m. on the **FIFTH (5<sup>th</sup>)** business day following the date of issuance of the Notice of Intent to Award, not the date

received by the company. A RFP protest received after 5:00 p.m. is considered received the next business day.

- b. The RFP protest must contain a complete statement of the reasons and facts for the protest.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- e. The ACPWA will transmit a copy of the RFP protest to all companies after receipt of the protest.
- f. Upon receipt of the written protest, the Alameda County Public Works Agency Director, or designee will review and evaluate the protest and issue a written decision. The Alameda County Public Works Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting company and others (as appropriate) to discuss the protest.
- g. The decision on the RFP protest will be issued at least (10) business days prior to the Alameda County Board of Supervisors meeting to consider the contract award. The decision will be communicated to the company making the protest by email or fax, and certified mail and will inform the company whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all companies affected by the decision. As used in this paragraph, a company is affected by the decision on a RFP protest if a decision on the protest could have resulted in the company not being the apparent successful company on the RFP.
- h. The decision of the Alameda County Public Works Director on the RFP protest may be appealed to the Auditor – Controller’s office of Contract Compliance (OCC) located at 1221 Oak St, Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The company whose qualifications are the subject of the protest, all companies affected by the Alameda County Public Works Director decision on the protest, and the protestor have the right to appeal if not satisfied with the Alameda County Public Works Director’s decision. All appeals to the Auditor – Controller’s OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Alameda County Public Works Director, not the date received by the company. An appeal received after 5:00 p.m. is considered received as of the next business day.
- i. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- j. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, ACPWA contracting policies or other laws and regulations.
- k. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Alameda County Public Works Agency’s Director. As such, a company is prohibited from stating new grounds for a RFP protest in its appeal.

- l. The decision of the Auditor – Controller’s OCC is the final step of the appeal process. A copy of the decision of the Auditor – Controller’s OCC will be furnished to the company, the company whose qualifications are the subject of the companies protest, and all companies affected by the decision.
- m. The Alameda County Public Works Agency will complete the RFP protest/appeal procedures set forth in paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
- n. The procedures and time limits set forth in this paragraph are mandatory and are each company’s sole and exclusive remedy in the event of a RFP protest. A company’s failure to timely complete both the RFP protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies or failure to comply otherwise with these procedures shall constitute a waiver of any right to further pursue the RFP protest, including filing a Government Code Claim or legal proceedings.
- o. If you have any questions, please contact Rick Ruiz at [rickr@acpwa.org](mailto:rickr@acpwa.org).
- p. Please see and **complete** Attachments next pages.

**-End of RFP -**

EXHIBIT A

SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET

Occupational Safety and Health Training and Education

In order to meet the Small Local Emerging Business (SLEB) requirements, all bidders must complete this form as required below.

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

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

<input type="checkbox"/> BIDDER IS A CERTIFIED SLEB (sign at bottom of page)
SLEB BIDDER Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

<input type="checkbox"/> BIDDER IS <b>NOT</b> A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____
SLEB BIDDER Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature: _____ Date: _____

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

Bidder Printed  
Name/Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_  
Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**CURRENT REFERENCES**

**Occupational Safety and Health Training and Education**

**Bidder Name:** \_\_\_\_\_

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

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

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

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

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

**EXHIBIT B-1**

**FORMER REFERENCES**

**Occupational Safety and Health Training and Education**

**Bidder Name:** \_\_\_\_\_

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

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

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

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

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



## EXHIBIT C INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, prior to the contract award, the bidder agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

### EXHIBIT C

#### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability <b>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</b>	<b>\$1,000,000 per occurrence (CSL)</b> <b>Bodily Injury and Property Damage</b>
B	Commercial or Business Automobile Liability <b>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</b>	<b>\$1,000,000 per occurrence (CSL)</b> <b>Any Auto</b> <b>Bodily Injury and Property Damage</b>
C	Workers' Compensation (WC) and Employers Liability (EL) <b>Required for all contractors with employees</b>	<b>WC: Statutory Limits</b> <b>EL: \$100,000 per accident for bodily injury or disease</b>

D Endorsements and Conditions:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal 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 and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall no relieve or decrease the liability of Contractor hereunder
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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.
  - **Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.**
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to:
  - Department/Agency issuing the contract
  - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)

Certificate C-1

POO-Templ/ C-1 Maintenance Agmt-Training Class-Computer Program Svs-Consulting Svs General-Electrical-Mechanical-Ind Svs-Install Goods or Svs

**EXHIBIT D**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
FOR SOLE SOURCE PROCUREMENT REQUEST  
VENDOR INFORMATION**

**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

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(Vendor Signature)

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(Date)

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(Company Name)

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(Alameda County Representatives Signature)

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(Date)

**EXHIBIT E**

**DEBARMENT AND SUSPENSION CERTIFICATION**

**COUNTY OF ALAMEDA**

For Procurements over \$25,000

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

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

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

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

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

**BIDDER: \_\_\_\_\_**

**PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**