

REQUEST FOR QUALIFICATIONS
STANDBY CONFINED SPACE RESCUE SERVICES
ALAMEDA COUNTY PUBLIC WORKS AGENCY

July 16, 2013

INTRODUCTION:

This Request for Qualifications (RFQ) is issued by the Alameda County Public Works Agency (ACPWA) and General Services Agency (GSA) to contract with a company with the qualifications to provide standby rescue services for scheduled and non-scheduled projects, which include Confined Spaces and Permitted Confined Spaces under Cal-OSHA regulations. Permitted Confined Space and Confined Space work could be performed at ACPWA storm water lift stations, bridge counter weight pits, street manholes, underground storm drains, and culverts. GSA's programs and services, similar to those provided by the Public Works Agency, reflect local, state and federal statutory requirements.

Interested companies are requested to submit a Statement of Qualifications (SOQ) for undertaking the standby rescue services for Confined Space work needed by the Alameda County Public Works Agency.

The ACPWA will rank submitted qualifications and invite the top three rated companies for interviews. After scoring the interview, the ACPWA will notify the top ranked company for a contract negotiation.

Please organize your qualification submittal in the following order and categories, with the accompanying information:

1. **Company Profile:** Qualifications of the company including recent experience with similar projects and the factors contained in Exhibit A. Include any on-call work the company has performed and "Small and Local Emerging Business (SLEB)" certifications for your companies and for subcontractors you would use on this project. (For information on SLEB certifications, see County provisions Page 7, A. 1. below.) ACPWA encourages the participation of small, local, emerging (SLEB) and minority women-owned businesses. If your company and/or subcontractors have an office in Alameda County, include this information.
2. **Resumes of Key Staff:** Include resumes of key personnel who will perform the standby rescue services including their recent experience with similar projects.
3. **References:** Provide a contact person and phone number for up to four clients for whom your company has provided similar services.

EVALUATION PROCEDURE

On the basis of the qualifications submitted, the Selection Committee (SC) will select a short list of companies to be interviewed. To determine the list, the SC will assign separate points to the categories: Company Profile, Resumes of Key Staff, and References. Each of the categories will be used in ranking the SOQs. SOQs will be scored on a zero to ten point scale. The scores for all the categories will then be added according to their assigned weight to arrive at a total score. The SOQ with the highest total will be deemed of higher quality than a SOQ with a lower total. The maximum possible score is thirty (30) points. Only the top three (3) bidders meeting the short list criteria will proceed to the interview stage of the process. All other bidders will be deemed eliminated from the process.

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.

Following the interviews, the SC will again rank the companies to determine a final list. The interview has a maximum possible score of twenty (20) points. The SC will select the company with the highest total score combining the SOQ and the interview scores, which is a maximum score of fifty (50) points and any SLEB points.

The SC will invite the highest ranked firm for a contract negotiation. Upon acceptance of a fee proposal and successful contract negotiations, the SC will recommend one firm to the Director of Public Works for the provision of STANDBY CONFINED SPACE RESCUE SERVICES. In consultation with the Selection Committee, the Director of Public Works will select a Vendor. 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.

The Director will recommend to the Board of Supervisors that the contract be awarded. 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 scores are as follows:

	STATEMENT OF QUALIFICATIONS	Score
1	Cover Letter/Company Profile	0-10
2	Resumes of Key Staff	0-10
3	References	0-10
	Total Score	

	Interview	Score
1	Oral Presentation	0-5
2	Experience with Similar Projects	0-5
3	Questions from County (5 total)	0-10
4	Local Preference	5%
5	SLEB Preference	5%
	Total Score	

NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ evaluation process and contract negotiations, all companies that submitted an SOQ will be notified in writing of the contract award recommendation. The document providing this information is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- The name of the company being recommended for the contract,
 - The names of all other companies whom submitted a SOQ, and
 - In summary form, evaluation points for each company
2. Debriefings for unsuccessful companies may be scheduled and provided upon written request(s) and will be restricted to discussion of the unsuccessful companies' SOQ with the project manager.
 - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful company.
 - b. Debriefing may include a review of the successful company's qualifications.
 - c. Debriefings may not occur until after award of the contract.

PROPOSAL 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 RFQ process or appeal the recommendation to award a contract for this project.

- a. Any RFQ protest by any company must be submitted in writing to Rick Ruiz, Deputy Director, 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 (5th)** business day following the date of issuance of the Notice of Intent to Award, not the date received by the company. A RFQ protest received after 5:00 p.m. is considered received the next business day.
- b. The RFQ Proposal 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 RFQ 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 meetings(s) with the protesting company and others (as appropriate) to discuss the protest.
- g. The decision on the RFQ 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 RFQ protest if a decision on the protest could have resulted in the company not being the apparent successful company on the RFQ.
- h. The decision of the Alameda County Public Works Director on the RFQ 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 appeal 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 RFQ 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 RFQ 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 RFQ protest/appeal procedures set forth in this section before a recommendation to award the Contract is considered by the Board of Supervisors.
- n. The procedures and time limits set forth in this section are mandatory and are each company's sole and exclusive remedy in the event of a RFQ protest. A company's failure to timely complete both the RFQ 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 RFQ protest, including filing a Government Code Claim or legal proceedings.

If you have any questions, please contact Rick Ruiz at rickr@acpwa.org. **Please address any requests for additional information or clarification in writing via e-mail to rickr@acpwa.org**, or by visiting our website at 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.

TERMS AND CONDITIONS

1. The term of the contract, which may be awarded pursuant to this RFQ, will be for three (3) years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFQ may be extended for two years with conditions remaining the same.

AWARD

1. The ACPWA will recommend the award to the company who attains the highest overall point score, submits an acceptable fee proposal upon request, and completes successful contract negotiations.
2. The ACPWA reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibits attached hereto, and to waive informalities and minor irregularities in responses received. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
3. The ACPWA has the right to decline to award this contract for any reason.
4. Board of Supervisors approval to award contract is required.

5. All RFQ material such as terms, conditions, exhibits, etc. and the company/s SOQ proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.
6. A Contract must be negotiated, finalized, and signed by the intended awardee prior to Board of Supervisors' approval.

INVOICING

1. The contracting company shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Efforts will be made to make payments within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services. Invoices may be combined for payment.
3. The ACPWA shall notify the company of any adjustments required to an invoice.
4. The contracting company shall utilize standardized invoicing upon request.

A. COUNTY PROVISIONS

1. Small and Emerging Locally Owned Business: A small business is as defined by the United States Small Business Administration. For this RFQ, applicable industries include, but are not limited to, the following NAICS Code(s): 541611, 541690, 922160, and 621910. An emerging business, as defined by the County, is one that has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging local business. A certification application package (consisting of Instructions and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. To access the online (pdf) version of this application, please go to:
<http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ, and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, the following provisions shall apply to this RFQ:

- a. Bidders who are certified by the County as either a small and local or an emerging and local business, are eligible to receive up to an addition of ten percent (10%) bid preference. The 10% bid preference will be applied to the rankings of the SOQ and the rankings in the interview process. The goal is to award a contract to the bidder(s) that proposes to 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.
- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.
- c. The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:
 - (1) Non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents;
 - (2) Non-profit churches or non-profit religious organizations (NPO);
 - (3) Public schools and universities; and
 - (4) Government agencies

If additional information is needed regarding this requirement, 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.

2. Compliance with the SLEB program is required for goods, services, and professional services contracts including but not limited to architectural, landscape architectural, engineering, and environmental, land surveying, and construction project management services projects. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%), five percent (5%) local and five percent

(5%) certified. A local business is defined as one that has a fixed office and street address within Alameda County for at least six months prior to issuance of a bid. A certified small and/or emerging local business is defined as one who applied and received approval from OAP for SLEB certification.

B. 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 contract award:

1. 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.
2. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation Systems training.
 - a. 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, 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.

SOQ's will be accepted until **2:00 p.m., August 20, 2013**, in Room 204, Alameda County Public Works Agency, 951 Turner Court, Hayward, CA 94545, Attention: Rick Ruiz. Postmarks will not be considered. To be considered, companies must submit four (4) copies of the SOQ. SOQ's must be submitted in a sealed envelope, either by mail or personal delivery. NO FAXED OR ELECTRONIC SUBMITTALS WILL BE ACCEPTED. Do not submit confidential, propriety, or trade secret material as ACPWA cannot guarantee any part of the submission will be maintained as confidential. Submissions may be considered public records subject to public disclosure. The ACPWA reserves the right to discontinue the solicitation process at any time. No compensation shall be provided to companies submitting proposals under any circumstances.

CALENDAR OF EVENTS

EVENT	DATE	TIME/LOCATION
RFQ Issued	7/16/13	
Response Due	8/20/13	2:00 p.m. at 951 Turner Ct., Room 204, Hayward
Evaluation Period	8/21 – 23/13	(TBD) - Conference Rm. 213
Vendor Interviews from short list	8/26/13	(TBD) - 951 Turner Ct., Room 213, Hayward
Mailing of "Notice of Intent to Award"	8/27/13	
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)	

Please read Attachments next pages and complete EXHIBIT B on page 12, EXHIBIT D on page 15 and E on page 16.

EXHIBIT A

STANDBY CONFINED SPACE RESCUE SERVICES

FOR

ALAMEDA COUNTY PUBLIC WORKS AGENCY

Alameda County Public Works Agency is looking for a qualified company who will work side by side with Agency personnel providing standby rescue services during scheduled and non-scheduled work in Confined Spaces and Permitted Confined Spaces. The company will need to assess locations and create rescue plans prior to work starting and to provide standby services when work has started.

Alameda County Public Works Agency is seeking a company who:

- Has staff that is fully trained an all aspects of Confined Space Rescue
- Is fully equipped with emergency retrieval systems and supplied air units;
- Is experienced working in or around potential Immediately Dangerous to Life or Health (IDLH) atmospheres;
- Can provide a standby rescue team within 24 hours notice; Can promptly assess the location, conditions, and other relevant information to recommend a rescue plan prior to work starting;
- Can provide a rescue team that has excellent communication skills and the ability to effectively communicate and work as a team with County personnel on site;
- Can monitor all activities inside and outside the space to ensure safe confined-space entry.
- Complies with Health Insurance Portability and Accountability Act (HIPAA) regulations.

EXHIBIT B

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

STANDBY CONFINED SPACE RESCUE SERVICES

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>).

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: _____

BIDDER IS NOT 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: Small / 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 C

CONTRACTORS INSURANCE REQUIREMENTS SYSTEM

The Risk Management Department has developed a new basic insurance requirement system to assist its clients in determining the appropriate insurance to require from County Contractors. This new system can be applied to your operations effective immediately. You may access the County of Alameda Minimum Insurance Requirement forms EXHIBIT C (or visit: http://dsmain/docushare/dscgi/ds.py/Get/File-5784/col_Regmt_DB.xls). You will find Risk Management's instructions, insurance requirements, and certificate numbers. The path to this may be found on the County Intranet site: Alcoweb/Document Center/Risk Management/Contractors Insurance Requirements/COI Requirement Database.

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.

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 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: \$100,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of 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: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – 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: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

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>)

(Vendor Signature)

(Date)

(Company Name)

(Alameda County Representatives Signature)

(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: _____