

REQUEST FOR PROPOSAL

AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603

PROPOSALS MUST BE RECEIVED at:
10626 International Blvd., by 11:00 a.m. June
22, 2010.

Sign the proposal, put it in an envelope, and write the Contract Proposal number and Title on the outside. Sign and return this page. Retain Proposer's Duplicate copy for your files.

SIGN AND RETURN THIS PAGE
CONTRACT PROPOSAL NO.: 2010-1124

Date: May 24, 2010

TITLE: TEMPORARY PERSONNEL
PLACEMENT SERVICES

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.

ALL PROPOSERS COMPLETE THIS SECTION:

2010

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which business is conducted: _____

Business street address: _____ Telephone: _____

City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between said parties.

Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Contractor shall be solely responsible for reimbursing any subcontractors and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work.

In the event that the work, which is the subject of this Agreement, is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Contractor breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Contractor only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Agreement hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes

must be reviewed in advance of any action to implement the change by the Project Manager and the Purchasing Department

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Contractor shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any notices shall be given to the District under the NOTICES clause of the Special Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

The District may require Contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.

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16. GENERAL INFORMATION

The Alameda Contra Costa Transit District is a Special District, organized under the laws of the State of California, which provides public transit services to approximately 227,000 riders daily with a fleet of more than 682 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 2,135 intern, temporary, and full-time employees and is financed through receipt of transit fares, property taxes, and state and federal funding.

The purpose of this Request for Proposal (RFP) is to award a pool of between five (5) and ten (10) fixed-price contracts to qualified contractors providing **TEMPORARY PERSONNEL PLACEMENT SERVICES** effective August 1, 2010 through July 31, 2013, with an option for an additional two (2), one (1) year periods of service. Contract option periods will be exercised at the sole discretion of the District, with total contract services not to extend beyond July 31, 2015. This RFP outlines the Technical Specifications, Scope of Services, and describes what shall be included in responsive proposals. Contract awards will be based on the best overall proposals using a combination of technical information, cost, contractor qualifications and experience, an analysis of listed evaluation criteria, and RFP responsiveness.

For information in proposal preparation note that a monthly average of \$50,000 has been calculated as the spend use during the past three year's contract period. This figure includes all costs for a placement; including hourly rates, based on a cross cut of classifications, and agency fees.

To be considered for award, one (1) original and four (4) copies of written proposals must be submitted to Lynda McBroom, Purchasing Department, AC Transit District, 10626 International Blvd., Oakland, California 94603 **no later than 11:00 am on June 22, 2010**. All proposals should be clearly marked **TEMPORARY PERSONNEL PLACEMENT SERVICES**.

Proposals may be hand-delivered or mailed in sufficient time to reach the above address prior to the stated time. No facsimile or electronic proposals will be accepted. **Proposals not received by the designated time, date, and location, will not be considered for award.**

This RFP does not commit the district to a contract award, to pay costs incurred in the preparation of a proposal, or to procure or contract for services. The District reserves, at its sole discretion, the right to reject any or all proposals, cancel all or part of this RFP, and waive any minor irregularities or informalities.

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Requests for information on any portion of this RFP, or subsequent contract, should be directed to:

Alameda Contra-Costa Transit
Attn: Ms. Lynda McBroom
10626 International Blvd.
Oakland, CA 94603
Email: Lmcbroom@actransit.org
(510) 577-8818

between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday, holidays excepted, **as the authorized point of contact.**

Through RFP face sheet signature, Proposer represents that proposal terms are firm and will remain in effect for one-hundred twenty (120) days from the designated date for receipt of proposals - unless mutually extended. The Interim General Manager's signature and only that signature will constitute a binding award.

AC Transit will not be held liable for direct or indirect expenses incurred in responding to this RFP, oral presentations or demonstrations, contract negotiations or any other pre-award expense. These costs will be the sole responsibility of the proposer.

17. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Proposers/Bidders should access www.actransit.org, select: purchasing, online purchasing, and Register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification - containing original signature - in proposals. If online access is not available, contact the Purchasing Department for instructions.

18. SCOPE OF SERVICES

See Scope of Services, Exhibit 1.

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19. PROPOSAL REQUIREMENTS

Interested proposers shall submit proposals and qualifications in a brief response to this formal RFP. Each proposal must be submitted in **two (2) separately sealed envelopes** within the proposal package. **One will contain one (1) original and four (4) copies of all responsive technical materials except those relating to fees and costs. One will contain one (1) original and one (1) copy of only information relating to fees and costs.** Specifically, proposals shall include the following information, presented in a clear, comprehensive, and concise manner.

A. GENERAL REQUIREMENTS

1. Contractor will demonstrate seven to ten years of successful experience in required services.
2. Contractor shall comply with applicable federal, state, and local regulations concerning equal employment opportunity requirements, and take affirmative action to ensure work force diversity employment opportunities.
3. Contractor shall submit a minimum of three (3) and a maximum of five (5) references from whom similar or comparable services have been provided within the past seven (7) years, see Exhibit 7.
4. Contractor shall provide the following statistics:
 - a. Number of placements completed from _____ to _____
 - b. Number of candidates referred and the number of candidates interviewed and placed from _____ to _____
 - c. Number of successful placements from _____ to _____
 - d. Number of candidates hired permanently by candidates from _____ to _____
 - e. Number of candidates terminated by customers for dissatisfaction with performance and/or qualifications
 - f. Number of years in business _____

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5. **Database Requirements.** Proposers must demonstrate the capability of using, operating, and managing referral databases on all placements for monitoring, tracking, and invoicing.
6. Clarifying discussions/interviews may be held with proposers determined to be within the competitive range. Proposers may be requested to make presentations and to provide and discuss work samples of recent projects.

B. PROPOSAL FORMAT

1. Proposals shall be typed and be: 1) as brief as possible, 2) complete and comprehensive with a corresponding emphasis on being concise and clear, and 2) inclusive with NO unnecessary promotional materials in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal. Proposals shall consist of one (1) package containing one (1) original and four (4) copies of the TECHNICAL proposal, and one (1) original and one (1) copy of Percentage Markup Rate Chart, Exhibit 2, and Position Classification Benchmark Price Chart, Exhibit 3, each, in separately sealed envelopes within the package.
2. For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used with the simplest possible method of fastening (no paper clips should be used), considering the size of the proposal.
3. The nature and form of responses are at the discretion of those responding, but shall include the information listed under item C, Proposal Content.

C. PROPOSAL CONTENT

1. **Firm Profile.** This section shall include Contractor/firm name, addresses, telephone numbers, email and web addresses of the firm, a brief description of the history and background of the firm, the firm's size, and local organizational structure. Include a discussion on the firm's financial stability, capacity and resources, a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or

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settlements were paid by the consultant or its insurers within the last five years. Proposer shall disclose if the firm has ever declared bankruptcy and provide all relevant details. See Exhibit 7. Is firm a DBE/SLBE? How long has the firm been in business and what are gross receipts for the most recent three (3) years?

2. **Work Plan.** By presentation of a well-conceived work plan, this section of the proposal shall establish the Proposer's understanding of AC Transit's objectives, work requirements, and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various task segments and specifying who would perform them. Include a suggested timetable for providing referral upon request and completing all work specified in the Scope of Services. The Proposer may also suggest technical or procedural innovations used successfully on other projects which may facilitate the required services of this project.
3. **Project Staffing.** This section shall discuss how the Proposer would propose to staff this project. Proposer project team members shall be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key Proposer personnel shall be included.

Key Proposer personnel will be an important factor. Any desired personnel substitution shall be submitted to the District's Program Manager accompanied by references of the substituted personnel.

There can be no change, or substitution, of key personnel once the proposal is submitted, without the prior approval of the Program Manager.

4. Fully completed Exhibits: Disadvantaged Business Enterprise (DBE) Certification, Exhibit 4, Small Local Business Procurement Worksheet, Exhibit 5 and Designation of Subcontractors, Exhibit 6, and Proposer Qualifications and Business Reference Questionnaire, Exhibit 7.
5. **Cost/Price Proposal Information (TO BE PROVIDED IN A SEPARATE ENVELOPE within the proposal package).**

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Contractor shall complete Percentage Markup Rate Chart, Exhibit 2, and Position Classification Benchmark Price Chart, Exhibit 3. Only the Percentage Markup Rate Chart fees, Exhibit 2, will be used for cost evaluation and award. Hourly classification fees are considered benchmark fees to be used for placements during the contract period of performance. The Percentage Markup Rate will be firm for the full contract period of performance.

Prior to award of a contract, successful Proposers may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

20. EVALUATION AND AWARD

Interested proposers shall submit proposals and qualifications in a brief response to this formal RFP. Specifically, proposals shall include the following information, presented in a clear, comprehensive, and concise manner.

- A. Evaluation Criteria. Cost, Technical, and Past Performance values are of equal importance:

Cost and Price Proposal:

- Submit in accordance with Percentage Markup Rate Chart, Exhibit 2, and Position Classification Benchmark Price Chart, Exhibit 3.

Technical criteria are formatted in descending order of importance as follows:

- Qualification of the Firm: Technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; comprehensive resources, technology for tracking and for invoicing, technical experience, strength and stability of proposed subcontractors; and written assessments by client references.
- Staffing and Project Organization: Qualifications and experience of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related

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work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

- Demonstrate understanding of the project requirements, potential problem areas, project approach, work plan, and monitoring/evaluation program. Describe the specific outreach/recruitment strategies that will be used to provide qualified, experienced referrals.

Past performance

- Experience, references and, if necessary, oral discussion, or interviews

B. Evaluation Process

- All proposals are initially evaluated and ranked on technical qualifications
- Technically acceptable proposals are re-evaluated with percentage markup fee as a consideration
- Costs will be evaluated for the percentage placement fee for services
- Using both technical and cost criteria, proposals are re-ranked into a competitive range
- The District, at its sole discretion, may enter into discussions with proposers who are in the "competitive range" or elect to award a contract based on proposal submittal
- Proposals considered to be in the competitive range may be requested to provide a best and final offer

C. Award

The District reserves the right to award without negotiation. Therefore, proposers are encouraged to submit their best offer initially. The District will award to the proposers whose proposals are most advantageous to the District, with cost and other factors considered. After the District

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approval of award, unsuccessful proposers will be notified of such award in a timely manner. See Exhibit 8 – Sample Contract.

21. CONTRACT TYPE

A firm fixed price contract in accordance with Percentage Markup Rate Chart, Exhibit 2.

22. CONTRACT PERIOD OF PERFORMANCE AND OPTION TO EXTEND

- A. Period of performance is effective August 1, 2010 through July 31, 2013, with an option for an additional two (2) one (1) year periods of service. Percentage markup rate fees shall remain fixed throughout the initial three (3) year contract period and any exercised option period through July 31, 2015.
- B. The total duration of the Contract, including the exercise of any option period, shall not exceed five (5) years.

23. CONTRACT OPTION PERIOD(S)

- A. It is mutually understood and agreed that the District is under no obligation whatsoever to exercise any option period of performance.
- B. At the sole discretion of the District, a contract OPTION period may be unilaterally exercised. If exercised, the Contractor shall be notified in writing of District's intent to exercise each period with at least thirty (30) prior notice. Each option period shall be exercised in accordance with the percentage placement fee proposed in the original submitted proposal.
- C. An option period of performance may be exercised by modification to the Contract. It is mutually agreed that all work performed and services provided under any contract exercised option, shall be in strict compliance with all requirements of the Contract, as amended.

24. CONTRACT ADMINISTRATION

Lynda McBroom, Contract Specialist, will administer and manage the functional obligations of the contract as coordinated with the Program Manager. Changes to the Scope of Services, contract fees, quantity, quality or delivery schedules, as coordinated with the Contract Specialist will be made official through a properly executed Contract addendum. Any proposed change or addendum, and all

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correspondence that in any way concerns a term and/or condition of this Contract, shall be submitted directly to the Contract Specialist at: the Purchasing Department, AC Transit, 10626 International Blvd., Oakland, California 94603, telephone (510) 577-8818.

25. PROGRAM MANAGER

- A. The Program Manager will be the primary point of contact for the District. Technical project questions, issues and requests for clarifications should be directed to:

Alameda-Contra Costa Transit District
Attn: TBD
Human Resources Department
1600 Franklin Street, 4th Floor
Oakland, CA 94612
Email: TBD
Phone: (510) 891-TBD

- B. All issues, decisions or potential contract change, in conflict with any term and condition of the contract are to be coordinated with the Contract Specialist prior to reaching a final determination.

26. PROTEST PROCEDURES

A. PROTEST BEFORE OPENING

Proposal protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. PROTEST OF AWARD

A Proposer (or other interested party as defined under the District's Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

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Copies of the District's Procurement Protest Procedures should be obtained from the District's Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

27. CONTRACTOR BUSINESS CHANGES

If a Contractor undergoes a name change, ownership change, merger, buyout, or any change from the information originally provided, the Contractor must notify the Contract Specialist and Program Manager in writing within ten (10) days of formalizing the occurrence. The written notification must be on company letterhead; must provide specifics on the affected change, such as the reason for the change, the effective date of the change, etc.; and must be signed by an official who has authority to bind the firm. The notification must state that the company will honor the terms of contract. If the company is engaged in contract services with the District at the time of the change, the company will complete the services.

28. AFFILIATE USE

Contractor agrees that it will not enter into any agreement with a third party that might abridge any rights of the District under this Contract. Contractor will serve as the Contractor of record. Affiliates not linked by contract to Contractor as a sub-contractor, will be considered an unauthorized procurement and subject to nonpayment by the District. Contractor will retain executive representation for functional and technical expertise of all services over third party affiliate arrangements. **Any Contractor failing to submit to this clause is subject to non-payment and to termination for cause under this contract.**

29. INSURANCE

It is strongly recommended that contractors confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission the availability of insurance, Certificates and Endorsements as prescribed and provided herein. If a contractor fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the contract. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the contractor, contractor's agents, representatives, employees or subcontractors. The District reserves the right to

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alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001.
2. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Errors and/or Omissions insurance appropriate to the Contractor's profession.
5. Crime Bond: \$1,000,000 each occurrence/aggregate minimum limit per claim

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
4. Professional Errors and/or Omissions Liability: \$1,000,000 per occurrence.

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5. Crime Bond: \$1,000,000 each occurrence/aggregate minimum limit per claim.

C. Deductible and/or Self-Insured Retentions.

Any deductibles and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to: 1) Require the insurer to reduce or eliminate such deductible and self-insured retention as to the District, and/or; 2) Require the Contractor to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions.

The policies are to contain, or are to be endorsed to contain, the following provisions:

1. General Liability and Automotive Liability

- a. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officers, officials, employees, or volunteers.
- b. For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

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- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability

The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the District, except for such loss or damage caused by the sole negligence or willful misconduct of the District.

3. All Coverage

- a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District, addressed to Risk Manager, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.
- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District, as well as Contractor being required to provide acceptable evidence of the policy's retroactive date, and also will be required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under this Agreement.

4. Acceptability of Insurance

Insurance is to be placed with insurers having a current A.M. Best & Co. rating of no less than "A-: VII".

5. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverages required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certificates and Endorsements are to be on forms approved by the District.

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The Certificates and Endorsements are to be received and approved by the District prior to the commencement of any work under the Agreement. The District reserves the right to require complete certified copies of all required insurance policies at any time.

6. Other Requirements

- a. Should any work under this Agreement be sublet, the Contractor shall require each subcontractor of any tier to comply with all of the Agreement's insurance provisions and provide proof of such compliance to the District.
- b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Agreement; including, but not limited to, the provisions concerning indemnification.
- c. Compliance with these insurance requirements is considered a material part of the Agreement, and breach of any such provision may, at the option of the District, be considered a material breach of the Agreement, and result in action by the District to withhold payment and/or terminate the Agreement.

30. EQUAL OPPORTUNITY/NON-DISCRIMINATION

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local businesses can compete for all District contracts. In connection with the performance of this contract, the Consultant will cooperate with the District in furthering the District's policy.

31. SMALL LOCAL BUSINESS PROGRAM

AC Transit has established a Small Local Business Procurement Program (Board Policy 351) to ensure that small local business enterprises have a meaningful opportunity to participate in AC Transit's procurements. AC Transit believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for AC Transit procurements, especially those businesses that have been at a disadvantage in the past. Under the current Policy, a Small Local Business is a business, which

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SPECIAL CONDITIONS

meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area.

Contractors doing business with AC Transit are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources. (Exhibits 5 and 6)

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**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SCOPE OF SERVICES – EXHIBIT I

I. SCOPE OF SERVICES

- A. Contractor is to provide temporary personnel placements, qualified by documented experience, training and/or education to perform work as required for AC Transit. The services will be required on an “as-needed” basis. The Contractor is governed by the agreed upon terms of the contract with the District.
- B. Work assignments will primarily be at AC Transits administrative offices at 1600 Franklin Street, Oakland CA. Alternatively, some of the placements may be located at AC Transit’s operating facilities, which are located in Emeryville, East Oakland, Hayward and Richmond, CA.
- C. Most assignments will require personnel to work normal business days, Monday through Friday, between 8:30am – 5:00pm. Assignments may occasionally require personnel to work in the evenings on weekends, and on holidays.
- D. Most assignments will be short-term. Positions in which individuals can be employed for as long as six (6) months given emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and is not intended to continue year to year.
- E. Time-limited assignments: Time-limited work that is anticipated to be greater than six (6) months but not more than one (1) year. Often these are projects where the District needs an unusual skill set not generally held by regularly appointed District employees; or for the long-term absence of a regularly appointed employee because of disability time loss, military leave, or an authorized medical leave of absence.
- F. Temporary employees assigned to the District are not authorized to act as District employees for the purpose of signing contracts, checks, or binding agreements.

2. RESPONSIBILITIES and PROCEDURES

- A. **Work Order Process** - All work orders for temporary personnel placements **must be** placed by the AC Transit Human Resources (HR) Department Program Manager. **CONTRACTOR IS NOT TO ACCEPT UNAUTHORIZED PLACEMENT REQUESTS DIRECTLY FROM A HIRING DEPARTMENT. HONORING DIRECT HIRING DEPARTMENT REQUESTS WILL ENDANGER CONTRACTOR PAYMENT.**

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SCOPE OF SERVICES – EXHIBIT I

B. Placement Ordering Procedures

The District does not guarantee utilization of a contract.

1. The District intends to build a pool of eligible, qualified and competitive contracts. District Hiring Departments will select placements from the pool of contracts. The Hiring Department, in coordination with the Program Manager, can select one Contractor for use, or select from the broad pool of Contractors. Decisions will be based on required referral skill sets, skill levels, experience, familiarity with a project and other qualities determined desirable to meet District requirements. All placement requests must be filled consistent to pricing and terms stipulated within the contract.

The need for temporary personnel placements varies in scope, volume, and urgency. Therefore, the Contractor shall provide the District with qualified temporary personnel placements within one (1) business day of the temporary personnel service requests for lower-level positions; and, whenever possible, within two (2) business days for higher level professional positions.

2. The District will make available to the Contractor all documents, such as position classification descriptions, as needed by the Contractor to locate qualified placements. All such materials shall remain the property of the District and shall be treated as confidential unless otherwise specified. All such materials shall be returned to the District at contract termination or at such other time as the District determines appropriate.

- C. Minimum Qualification Review** - Contractor shall screen and test all personnel referred to AC Transit for temporary assignments, pursuant to AC Transit's test criteria and pre-employment standards, before placement is made.

- D. Recruitment Search, Advertising, Networking, Screening** -Contractor will identify three (3) to five (5) candidates from his or her own network, usually within one (1) business day of the request, to be interviewed by a AC Transit Hiring Manager **AS COORDINATED WITH THE HUMAN RESOURCES DEPARTMENT**. Contractor will pay for any necessary advertising and marketing necessary to acquire finalists. Contractor will ensure availability and interests of candidates, and review credentials of each applicant based on resume, referral sources, and telephone

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SCOPE OF SERVICES – EXHIBIT I

interviews. Contractor will require that all candidates disclose all misdemeanor and felony convictions at and beyond the age of 18.

- E. **Monitoring and evaluation.** The following are required aspects of monitoring and evaluation:
- Program Observation – Human Resources Program Manager will periodically review the program to determine if program operation is generally consistent with requirements of the District.
 - Timeliness invoice submission – In coordination with the Hiring Department, the Human Resources Program Manager will review invoicing timeliness and procedures to ensure compliance with contract terms.
 - Hiring Department Satisfaction – Human Resources Program Manager will review Contractor performance and quality of referrals.
 - Program Plan and Monitoring Evaluation Results will be coordinated with Contractor, on an as needed basis.
- F. **Final Reference Checks** - Contractor will complete a detailed reference check of each of the finalist candidates. A minimum of three references must be checked for each finalist.
- G. **Timecards** - Contractor shall submit timecards to AC Transit Hiring Department on a weekly basis for approval with a copy to the District's Human Resources, Program Manager. Contractor shall provide computerized billings on a monthly basis. Times for submission will be coordinated between the Hiring Department, Program Manager, and Contractor. A copy of the approved timecards shall be submitted with the monthly billing.
- H. **Termination of Candidate's Employment** – AC Transit reserves the option to terminate any placement at will.
- I. **Status Reports** – Contractor will provide status reports on a monthly (or other agreed to) basis to the District's Program Manager in a format approved by AC Transit Program Manager. Status reports shall include the EEO statistics of placements; the date the request was made; the date of placement; length of placement; cost of placement; job title of

**TEMPORARY PERSONNEL PLACEMENT SERVICES
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SCOPE OF SERVICES – EXHIBIT I

placement; hourly billing rate paid; department where placement was made and the name of the requestor.

- J. **Optional permanent hiring of temporary personnel placement** - Contractor will allow AC Transit the option of converting temporary employees to permanent hires after 90 days of employment, at no cost to AC Transit.
- K. **Scope of Positions** – AC Transit is requesting temporary personnel placement services in one or more of the areas listed under item L, below.
- L. **Scope of Positions** – AC Transit is requesting temporary personnel placement services in one or more position classifications listed below. Given the urgency and diversity of the services required, more than one agency, Contractor, may be selected to provide services in any one classification.

In the years 2007 – 2009, temporary personnel placement use resulted in the following ***average annual hourly use of temporary services by the listed major departments (figures are estimates and are rounded for convenience):***

- Information Technology (7,000 hours)
- Executive Office (5,800 hours)
- Personnel and HR Management (4,500 hours)
- Materials Management (3,400 hours)
- Payroll (3,100 hours)
- Administrative and District Secretary (2,200 hours)
- Labor Relations (1,800 hours)
- Accounting (1,700 hours)
- Claims, Treasury, Grants, Contracts and Budget combined (3,000 hours)

Note: past temporary service use is not a guarantee of future use. This information is provided for Proposer convenience in proposal preparation. Over the past three years (2007 – 2009), the need for temporary personnel placements has resulted in an average monthly expense of approximately \$50,000 per month to user Departments.

Almost seventy percent (70%) of the total temporary personnel were placed in the high five (5) Departments listed above, and approximately

**TEMPORARY PERSONNEL PLACEMENT SERVICES
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SCOPE OF SERVICES – EXHIBIT I

another fifteen percent (15%) were placed in remaining departments (not all are listed).

Positions may include, but are not limited to the following:

- Administrative Assistant
- Financial Analyst - Budget
- Financial Analyst - Payroll Specialist
- Graphics Artist
- Human Resources Assistant
- Network Engineer
- Parts Clerk
- PC Network Support Analyst
- Programmer Analyst
- Sr. Administrative Assistant
- Sr. Claims Representative
- Sr. Financial Analyst - Budget
- Print Shop – Bindery Work
- Sr. Human Resources Representative
- Sr. Marketing Representative
- Sr. Network/PC Analyst

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**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

PROPOSAL PERCENTAGE MARKUP RATE CHART - EXHIBIT 2

PROVIDE direct and indirect costs, overhead, administration, profit and other costs associated with a placement, to be included in one fixed percentage markup rate. This percentage markup rate will be used across all classifications.

PROVIDE the per hour, per placement percentage markup rate in the following chart (Exhibit 2). Do not include hourly rates in the percentage markup. Placement hourly rates are to be provided in the Position Classification Benchmark Price Chart (Exhibit 3).

EVALUATION AND AWARD will be based on the Fixed Percentage Markup Rate provided under this Exhibit 2.

PERCENTAGE MARKUP RATE CHART				
CONTRACT YEAR				
YEAR ONE	YEAR TWO	THIRD	FOURTH (OPTION YEAR)	FIFTH (OPTION YEAR)
%	%	%	%	%

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POSITION CLASSIFICATION BENCHMARK PRICE CHART – EXHIBIT 3

Each position classification candidate is expected to differ in skill levels, experience and training/certification. The best qualified placement will be selected and paid at current market fees. Each potential placement will be evaluated on skill levels, experience and training/certification as assessed against the hourly rates, provided below. The listed hourly rates are considered price benchmarks for determining a fair value rate considering suitability and price for each individual placement.

POSITION CLASSIFICATION BENCHMARK CHART					
Hourly Rate (Minus Percentage Markup)					
Position Classification	Year 1	Year 2	Year 3	Year 4 (Option Year 1)	Year 5 (Option Year 2)
Administrative Assistant	\$	\$	\$	\$	\$
Financial Analyst - Payroll Specialist	\$	\$	\$	\$	\$
Graphics Artist	\$	\$	\$	\$	\$
Human Resources Assistant	\$	\$	\$	\$	\$
Network Engineer	\$	\$	\$	\$	\$
Parts Clerk	\$	\$	\$	\$	\$
PC Network Support Analyst	\$	\$	\$	\$	\$
Programmer Analyst	\$	\$	\$	\$	\$
Sr. Administrative Assistant	\$	\$	\$	\$	\$
Sr. Claims Representative	\$	\$	\$	\$	\$
Sr. Financial Analyst Budget	\$	\$	\$	\$	\$
Print Shop – Bindery Work	\$	\$	\$	\$	\$
Senior HR Representative	\$	\$	\$	\$	\$
Sr. Marketing Representative	\$	\$	\$	\$	\$
Sr. Network/PC Analyst	\$	\$	\$	\$	\$
Sr. Marketing Representative	\$	\$	\$	\$	\$

**TEMPORARY PERSONNEL PLACEMENT SERVICES
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DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION – EXHIBIT 4

(This Form must be completed and submitted as part of Consultant proposal)

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

I. PRIME CONSULTANT

☐ The Bidder/Proposer is a CalTrans, or other authorized certifying agency, certified DBE under the FTA Uniform Certification Program.

Certification No. _____ Expiration Date _____

☐ The Bidder/Proposer has applied for DBE status through CalTrans, or other authorized certifying agency, under the FTA Uniform Certification Program.

Application Date _____ Status of application _____

☐ The Bidder/Proposer is not a CalTrans, or other authorized certifying agency, certified DBE under the Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Consultant's are requested to explain the DBE program and encourage sub contractors to apply for certification.

Prime Signature Date

(Position/Title)

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET - EXHIBIT 5

AC Transit has established a Small Local Business Procurement Policy (Board Policy 351) to ensure that small business enterprises, which are located within the District's geographical service area, have a full and equitable opportunity to participate in the performance of the District's contracts, subcontracts and other procurements. Under the District Policy, a Small Local Business is a business with a principal place of business located within AC Transit's geographical service area and which meets the U.S. Government's Small Business Administration (SBA) size standard.

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. The District's on-line vendor registration process identifies the name, address, small business status, ethnicity, and gender ownership of a business facilitating the generation of a Small Local Business bidder's list.

Proposers are asked to complete the following questions and submit with their proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to Small Local Businesses.

Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.

**TEMPORARY PERSONNEL PLACEMENT SERVICES
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DESIGNATION OF SUBCONTRACTORS - EXHIBIT 6

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, contractor shall list the name and address of each subcontractor, including DBE subcontractor to whom contractor proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the work or services to be subcontracted. **If you do not intend to subcontract any work under the contract, please indicate on the form with "N/A".**

Attach additional copies of this form if more space is required.

Name:
Address:
Estimated dollar amount of subcontract & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm's gross annual receipts for the most recent three years?
Name:
Address:
Estimated dollar amount of subcontract: & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm's gross annual receipts for the most recent three years?

**TEMPORARY PERSONNEL PLACEMENT SERVICES
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**BUSINESS REFERENCE AND WORKING PAPER – EXHIBIT 7
GENERAL INFORMATION**

All questions must be answered and the data given must be clear and comprehensive.
If necessary, attach separate sheets for details.

1. Name of Organization:

2. Telephone Number:

3. Number of Years in Business:

4. Organization is (check one): ___ Corporation ___ Partnership ___
Association ___ Joint Venture ___ Sole Proprietorship ___ Public Agency ___
Quasi-Public Agency ____

5. If a Corporation, State where incorporated?

6. Date organized:

7. Employee/Tax Identification Number:

8. Primary office location and service performance area.

9. Organization's Mailing and Email Address:

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

BUSINESS REFERENCE AND WORKING PAPER – EXHIBIT 7

10. List days and hours serves are available. Are services available during holidays?

11. If firm is a partially, or a fully owned subsidiary of another firm, an appropriate statement must be included identifying all levels of corporate management required to approve contracts relating to any project resulting from this RFP.

12. Indicate whether a specific corporation or joint venture would be formed for the sole purpose of receiving this Contract:

13. Has the firm ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Have any employees ever been investigated? Explain.

14. Has a contract been “defaulted”, debarred or suspended? _____ If so, where, when and why?

How was it resolved?

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

BUSINESS REFERENCE AND WORKING PAPER – EXHIBIT 7

15. Attach City, County, State Business License(s), Permit(s) copies to include dates and geographic areas of operation.
16. Firm experience. State the number of year's Proposer has provided Temporary Hir Services. Years _____

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**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SAMPLE CONTRACT - EXHIBIT 8

THIS CONTRACT is made and entered into this _____ day of _____ 2010, by and between the **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT** (hereinafter "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Contractor shall furnish the District all services in full accordance with Request for Proposal (RFP) No. 2010-1124 prepared and issued by the District entitled **TEMPORARY PERSONNEL PLACEMENT SERVICES** dated _____, 2010.

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference:

- A. This Contract
- B. Request For Proposal No. 2010-1124 and any addenda
- C. Contractor's submitted proposal

3. CONTRACT PERIOD OF PERFORMANCE AND OPTION TO EXTEND

Percentage placement markup fees shall remain fixed for each year through the initial three (3) year contract period and any exercised option period through July 31, 2015. The total duration of the Contract, including the exercise of the option period(s), shall not exceed five (5) years.

4. CONTRACT OPTION PERIOD(S)

At the sole discretion of the District, a contract OPTION period may be unilaterally exercised. If exercised, the Contractor shall be notified in writing of District's intent to exercise each period with at least thirty (30) prior notice. Each option period shall be exercised in accordance with the percentage placement fee proposed in the original submitted proposal.

5. CONTRACT PRICE

The District agrees to pay the Contractor in accordance with their submitted proposal, a firm fixed, percentage placement markup fee of \$ _____ as

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SAMPLE CONTRACT - EXHIBIT 8

awarded under this contract. The District and the Contractor must mutually agree upon any adjustments in payment.

6. INVOICES

- A. Invoice scheduling and format shall be coordinated with the Program Manager identified under RFP clause 25.
- B. **INVOICES WILL BE SUBMITTED TO THE HIRING DEPARTMENT FOR REVIEW AND APPROVAL. A COPY SHALL BE SUBMITTED TO THE PROGRAM MANAGER.**
- C. The District's Hiring Department as coordinated with the Program Manager shall, within five (5) days after the receipt of each invoice, approve the invoice for payment. Invoices requiring correction will be returned with a written description of the correction. Contractor shall make the necessary change(s) and resubmit for payment. The District and the Contractor must mutually agree upon any adjustments in payment.

7. PAYMENT

- A. Contractor payment shall be made within net thirty (30) days upon receipt of an acceptable invoice. Each invoiced payment will be contingent upon satisfactory performance and the receipt and acceptance of the required deliverable by the hiring department. All invoices shall be complete, accurate, easily understood and **accompanied by substantiation documents.**
- B. **FOR DATA COLLECTION AND PAYMENT, INVOICES MUST BE DATED AND NUMBERED, REFERENCING THE PLACEMENT NAME, CONTRACT, AND HIRING DEPARTMENT. FAILURE TO INCLUDE THIS INFORMATION COULD DELAY PAYMENT.**

8. PROGRAM MANAGER

The Program Manager will be the primary point of contact for the District, coordinating contract management between the Contractor, Contract Specialist, Purchasing Manager and the District. Technical project questions, issues and requests for clarifications should be directed to:

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SAMPLE CONTRACT - EXHIBIT 8

Alameda-Contra Costa Transit District
Attn: TBD
Human Resources Program Manager
1600 Franklin Street, 4th Floor
Oakland, CA 94612
Email: TBD
Phone: (510) 891-TBD

All issues, decisions or potential contract change, in conflict with any term and condition of the contract are to be coordinated with the Purchasing Department prior to reaching a final determination.

9. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:

Procurement and Materials Director
10626 International Boulevard
Oakland, California 94603

CONTRACTOR

10. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

11. SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

12. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns, and legal representatives.

**TEMPORARY PERSONNEL PLACEMENT SERVICES
FOR THE PERIOD AUGUST 1, 2010, THROUGH JULY 31, 2013**

SAMPLE CONTRACT - EXHIBIT 8

13. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by the Contractor, and that the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

14. GOVERNING LAW

All matters arising under the contract shall be governed by California law.

15. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

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SAMPLE CONTRACT - EXHIBIT 8

CONTRACTOR:

Name	
Title	
Date	

Kenneth C. Scheidig **Date**
General Counsel