

Human Resource Services

Lakeside Plaza Building  
1405 Lakeside Drive  
Oakland, CA 94612-4305  
TDD: (510) 272-3703

AGENDA # \_\_\_\_\_ October 15, 2013

October 1, 2013

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD A CONTRACT TO PROVIDE ONLINE REFERENCE CHECKING SERVICES, REQUEST FOR PROPOSAL NO. 901119; AMOUNT: \$217,211

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901119, Procurement Contract No. 9307 with SkillSurvey, Inc. (Principal: Jack Kramer; Location: Wayne, PA), to provide online reference checking services to Alameda County Human Resource Services (HRS), November 1, 2013 through approximately October 26, 2016 at an estimated cost of \$217,211, allowing for options to renew for up to one additional two-year term.

DISCUSSION/SUMMARY:

HRS upholds the principles of the Merit System, Civil Service System, and other laws, principles, or mandates which affect personnel administration. HRS is responsible for overseeing human resource activities under the purview of the Civil Service Commission and other Countywide personnel-related programs including labor relations.

An online reference checking service enables the department to efficiently, economically, and effectively review candidates' professional references using an online approach for assessing past performance and behaviors. A traditional phone method can take up to 30 minutes or more to reference check a candidate, while an online approach takes approximately five minutes. Hiring Managers are then able to spend more of their time on strategically differentiating candidates, and avoiding costly high-risk candidates while ensuring that reference checks are being conducted fairly and consistently.

SELECTION CRITERIA/PROCESS:

HRS worked with GSA-Purchasing to develop and issue a Request for Proposal (RFP). The RFP was released on May 17, 2013, to approximately 3,118 subscribers to GSA Goods and Services – Current Contract Opportunities mailing service via E-Gov, including certified small, local and emerging businesses (SLEB) and advertised in 15 local and ethnic newspapers, and the local Chambers of Commerce. The RFP was posted on the Alameda County Current Contracting Opportunities website for 63 days. Two non-mandatory networking/bidder’s conferences were held and attended by representatives from two vendors

On July 19, 2013, one response to the RFP was received. The bid was evaluated and the bidder was interviewed by the County Selection Committee (CSC), which was comprised of representatives from each of the following agencies: Community Development Agency, General Services Agency-Administration, Health Care Services Agency, Human Resource Services, Sheriff’s Office and Social Services Agency. A maximum total of 500 evaluation points were available for this project.

SkillSurvey, Inc. has satisfactory references and significant experience. The services will be hosted by the Contractor and provided to the County via Internet. There are no certified small, local and emerging businesses (SLEB) providing the services and no SLEB subcontracting opportunities available. SLEB requirements have been waived by the Office of Acquisition Policy (OAP), SLEB waiver no. 2775 dated August 13, 2013.

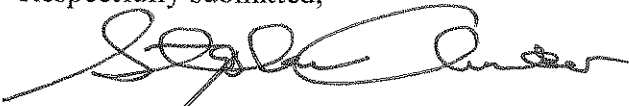
EVALUATION SUMMARY


Vendor	Location	Local	SLEB	Evaluation Points
SkillSurvey, Inc.	Wayne, PA	N	N	478

FUNDING:

Appropriations for this contract are included in HRS’ FY 2013-14 Approved Budget and will be requested in subsequent budget years. There will be no increase in net County cost.

Respectfully submitted,

  
Mary Welch  
Interim Director, Human Resource Services

  
Aki K. Nakao  
Director, General Services Agency

AKN:EB:hh\Board Letters\Purchasing\FY 2013-14\Online Reference Checking Svcs. BL

Attachment

cc: Susan S. Muranishi, County Administrator  
Patrick J. O’Connell, Auditor-Controller  
Donna R. Ziegler, County Counsel

ONLINE REFERENCE CHECKING SERVICES  
REQUEST FOR PROPOSAL NO. 901119  
November 1, 2013 – October 26, 2016

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>
<i>SkillSurvey, Inc.</i>	<i>565 East Swedesford Road, Suite 315 Wayne, PA 19087</i>	<i>\$217,211</i>

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2013, is by and between the County of Alameda, hereinafter referred to as the "County", and SkillSurvey, Inc. hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain online reference checking services which are more fully described in Exhibit A hereto ("Description of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Online Reference Checking Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Description of Services
- Exhibit A-3 Deliverables/Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from November 1, 2013 through October 31, 2016.

The compensation payable to Contractor hereunder shall not exceed two hundred seventeen thousand two hundred eleven dollars (\$217,211) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SKILLSURVEY, INC.

By: \_\_\_\_\_  
Signature

By: RB \_\_\_\_\_  
Signature

Name: John Glann  
(Printed)

Name: RAY BIXLER  
(Printed)

Title: Purchasing Agent

Title: PRESIDENT AND CEO

Date: \_\_\_\_\_

Date: 10/1/13

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** See additional provisions.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions

for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement,

Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** See additional provisions page.



12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Human Resource Services  
1401 Lakeside Drive, 5<sup>th</sup> Flr.  
Oakland, CA 94612  
Attn: Lilybell Nakamura, (510) 208-9583

To Contractor: SKILLSURVEY, INC.  
565 E Swedesford Rd., Ste. 315  
Wayne, PA 19087  
Attn: Jack Kramer, (610) 947-6300 x 1203

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment

practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: See additional provisions
21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation (SLEB waiver no. 2775). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change**, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or

modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold

harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products. See Additional Provisions page for additional terms.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

## ADDITIONAL PROVISIONS

1. The following term is added to this agreement as paragraph 37:

### 37. CUSTOMER RESPONSIBILITIES.

- a. End User will use the Software Products in strict compliance with all applicable law including without limitation, federal and state equal opportunity laws and regulations.
- b. End User will use the Software for End User's exclusive use only and as set forth in this Contact, except to disclose said information to the subject of the report (the "Individual"), and for employment, development, or selection purposes only, and only in accordance with applicable law.
- c. End User will not resell the information provided by the Software to any other entity without the express written permission of an authorized officer of SkillSurvey.
- d. End User assumes responsibilities for all communications carried out and facilitated by End User, End User's employees, over the Software, and understands that SkillSurvey will in no way edit, view or facilitate such communication.
- e. End User will base employment decisions and employee developmental decisions or actions on End User's lawful policies and procedures and recognize that SkillSurvey is not allowed to render any legal opinions regarding information contained in a report.

2. Paragraph 2, INDEMNIFICATION, is deleted and replaced with the following:

INDEMNIFICATION . To the fullest extent permitted by applicable law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is solely attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of U.S. federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of services under this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.



3. Paragraph 11, OWNERSHIP OF DOCUMENTS, is deleted and replaced with the following:

**OWNERSHIP OF DOCUMENTS:** Contractor hereby grants to County and its assignees an express, royalty free, non-sublicensable, non-transferable, limited right to use, solely for internal business purposes or as required by the California Public Records Act (unless covered by an applicable exemption from disclosure), all proposals, reports and related documents (including computerized or electronic copies) provided by the Contractor to the County relating in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies. Notwithstanding anything in this Agreement or any exhibits or schedules hereto to the contrary, the Contractor shall retain all exclusive right, title and interest to its software, technologies, processes, systems, procedures, manuals, platforms, techniques, materials, equipment, templates, programs, know-how or other materials as well as all ideas, concepts, know-how, designs, processes, descriptions or other information set forth or described in the Documents and Materials including, but not limited to, any modifications or enhancements made to any of the foregoing while providing the Services hereunder.

County shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid right. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A". and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection pursuant to Paragraph 33 hereof. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

4. Paragraph 20 TERMINATION is deleted and replaced with the following:

**TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice

If the Contract is terminated Contractor will be entitled to the amount invoiced and services provided up to the termination date.

5. The following sentence is added to Paragraph 33 PATENT AND COPYRIGHT INDEMNITY:

The indemnity provided for in Paragraph 33 protects solely against the infringement of any third party's patent, copyright or other proprietary rights.

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide online reference checking services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:
  - Exhibit A-1 Specific Requirements
  - Exhibit A-2 Description of Services
  - Exhibit A-3 Deliverables/Reports
  - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901119, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
  - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Fred Barnhart – Director of Sales, West - (650) 592-2056  
Leeza Wardak – Account Manager, (925) 642-2111

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT A-1**

**SPECIFIC REQUIREMENTS**

1. The Contractor will:
  - a) Maintain confidentiality of candidate information and feedback from any individual reference.
  - b) Have a library of surveys for jobs in various job categories.
  - c) Have a scientifically developed core survey questions that cannot be manipulated, ensuring compliance, consistency and liability protection.
  - d) Have validated and reliable surveys that are free of bias and adverse impact.
  - e) Have legally defensible questions that are compliant with Federal and State employment laws.
  
2. The Contractor's system will:
  - a) Have the ability to have multiple choice and open-ended questions.
  - b) Be technically supported 24/7 and hosted by the contractor.
  - c) Be available and accessible 24/7.
  - d) Be easy to use and user friendly.
  - e) Have the ability to be customized, including adding questions to surveys or developing custom surveys.
  - f) Have the ability to be linked to identified HR systems, including Job Aps.
  - g) Have the ability to aggregate data and generate and export a variety of reports, including candidate comparison reports.
  - h) Have access to a bank of behavioral interviewing questions.
  - i) Have a record retention system and long term storage of surveys and reports.
  - j) Have IP address verification.

- k) Enables candidates to communicate to their designated references about completion of the survey.
- l) Shall have an automatic email reminder to candidates and references at 24 and 48 hour intervals.
- m) Optional requirements: Passive candidate sourcing and accessibility from mobile devices.

### 3. Deliverables/Reports

All deliverables are to be provided online and in a format compatible with Microsoft Word, Excel or Access. Deliverables/Reports shall consist of, but not be limited to, the following:

- a) Summary reference report on each candidate in numeric and narrative formats.
- b) Comparison report between multiple candidates in numeric and narrative summary formats.

## EXHIBIT A-2

### DESCRIPTION OF SERVICES

1. Solution Overview

Contractor's on-demand technology, known as Pre-hire 360, enables organizations to efficiently, economically and effectively review candidates' professional references using an online 360-degree approach for assessing past performance and behaviors.

2. Pre-Hire 360 Process Review

- a. Contractor's Pre-Hire 360 is a confidential and competency-based approach that delivers detailed and actionable information regarding job candidates' past performance and behaviors.
- b. Following is a brief outline of how the process works, resulting in a final report in about two days:
  - (1) Recruiter/Hiring Manager will enter candidate and select survey.
  - (2) Candidates enter the business references.
  - (3) References will provide confidential performance feedback.
  - (4) Contractor's engine will aggregate reference feedback into a pre-hire 360.
  - (5) Contractor's engine will provide leverage critical 360 insight.

The reports will also assist hiring manager in constructing an individualized onboarding strategy for each new hire by leveraging the specific insight provided about the new hire's strengths and opportunities to improve.

3. Survey Construction and Customization

A new survey construction and customization will be added as needed or upon request.

4. Legal Waiver

- a. Once the correct survey is selected, a system email is generated to the candidate with a link to a page that instructs candidates to enter previous supervisors and co-workers from organization listed on their resumes. After entering the candidates' references, candidates are required to click that box where they accept a legal waiver. This waiver gives permission to contact references, and also agrees to release those references, the reference's organization, Alameda County and the Contractor from any liability.

- b. After the candidate accepts the legal waiver, the system generated another email which goes to their references. This email may be customized by the County during the setup, **but it cannot be modified by the candidate**. This is important for compliance and consistency.
- c. References then verify the information provided by the candidate (contact information, dates, relationship, etc.) respond to the job specific survey, then provides additional unstructured free from comments. Once, at least three (3) references have responded, a report will be generated.

5. The Q – Building the Talent Pool

After completing the survey, references are invited to learn about job opportunities at the County by joining “The Q” – a powerful process that identifies and engages qualified passive candidates.

6. Candidate Comparison Report

Candidates entered into the Pre-Hire 360 system who are applying for the same position can be easily compared to each other with regard to the survey responses from their references. A rank order function is provided so that results can be viewed in a composite manner, enabling users to identify each candidate’s relative strengths and developmental areas.

7. Passive Candidate Accelerator

Candidates who complete survey process and are eventually hired can be contacted automatically via email by the system within 30-60 days of their hire to request their assistance in finding candidates (friends or prior co-workers) who may be interested in hard-to-fill positions at the County. New hires tend to be good resources in collecting viable passive candidates.

8. Hiring Manager Summary

Hiring Manager Summary (HMS) is a feature that assists hiring managers by providing both a snapshot of the candidate’s Pre-Hire 360 scores along with a selection of behavioral-based interview questions that targets some of the key competencies needed for success on the job. Behavioral-based interviewing goes hand-in-hand with the Pre-Hire 360 process, as it examines a candidate’s past on-the-job skills to predict potential success.

9. Language Capability

Contractor offers over 300 job specific surveys out of the box in 6 languages: English, Spanish, Portuguese (Brazilian), French, German and simplified Chinese.

10. Mobile Support

Contractor's system is optimized for use on mobile devices. Information will be found at: [http://go.skillsurvey.com/pr0612\\_mobile](http://go.skillsurvey.com/pr0612_mobile)

11. Integration with other HR Systems

Contractor's system may be requested to integrate with County's HR Systems through a published API.

12. Software Hierarchy

Each authorized Alameda County user will have a discreet login ID with specific permission either as a User or Administrator.

13. Implementation

- a. Contractor uses a Sales Director/Account Manager team approach to ensure high quality customer experience. The Account Manager is the primary point of contact and will reach out to the County within 24 hours for introductions and next steps. After introductions, a system set up meeting with the County's key system decision maker will be scheduled. This is an one hour session via WebEx. The topics covered during the set-up meeting are as follows:

- (1) Organization structure (division, groups, locations. etc.)
- (2) User names and emails.
- (3) Review the Candidates Best Practices email and customize if necessary.
- (4) Review settings for the Passive Candidate Complier including specifying the landing pages for references that "opt in" to learn about future openings.
- (5) Review default settings for number of references required (may vary by job description) and references required before a report can be generated.
- (6) Determine surveys to be available for use (displaying all job categories is possible).
- (7) Review reminder notification settings.



b. County's Responsibilities

The County will name a primary point of contact who will work with the Contractor's Account Manager during the Setup meeting. The primary point of contact will be authorized and able to make decisions about how the system will be configured.

c. Implementation Timeline

The implementation steps include the setup call which lasts about 40 minutes and the training session via WebEx which lasts about 90 minutes. There may be an additional session to go over managing passive candidates in "The Q". County's HR staffs can start using the online reference checking immediately after the training session. The Account Manager will help with internal communications and a rollout plan.

d. Training and Support

The 90 minutes training session is conducted via WebEx and outlines the most effective way to use the online reference checking in the recruiting process. Among the topics covered during the training session:

- (1) Entering Candidate information
- (2) Selecting appropriate surveys
- (3) Using the recruiter dashboard to monitor the reference process
- (4) Automated reminder emails
- (5) Creating "favorites"
- (6) Finalizing and "re-finalizing" reports
- (7) Viewing passive candidates that have opted in to learn about opportunities and using the integration to their LinkedIn profiles.
- (8) Best Practices and "Tips and Tricks"
- (9) How to access recorded training sessions

After the online reference checking is launched and Candidates are being entered into the system, the Account Manager will remain closely aligned with the County. Check-in session can be scheduled during the pilot with the key decisions makers and/or the user's team. The sessions will ensure that all questions are addressed and that all users/key decision makers feel confident that the system is providing the optimum results.

## EXHIBIT A-3

### DELIVERABLES/REPORTS

#### 1. Pre-Hire 360 Candidate Report

Contractor will provide a detailed 360 Feedback Report on each candidate. The median turnaround time is typically less than two (2) days from the time the County's HR staff selects the survey and clicks on "send email" to the candidate. In order to assure confidentiality, reports are only run when at least three (3) references have responded. If additional references respond, report can be refinalized to include the additional references.

The report provides the following behavior-based information.

- a. Overall Score  
An aggregated summary of all respondents. If 2 or more managers have responded, there will be a "gold" breakout bar, the blue bar is an aggregate of all responses from the candidate's references.
- b. Score by Competency Cluster  
The report is divided into four standard sections, known as competency "clusters". The areas are: Professionalism, Interpersonal Skills, Problem Solving and Adaptability, and Personal Value Commitment. For management roles a fifth cluster, called Managing Others, will be present. Each cluster includes a number of behaviors that have been rated by the references.
- c. Verbatim Comments  
This section of the report includes the verbatim comments made by each of the respondents. Each reference is asked to list the candidate's top 3 strengths and areas of improvement.
- d. Reference Contact Information – Fraud Detection  
The last section of the report provides a list of the candidate's references and their contact information. The data includes information regarding candidate and reference turnaround times and responses rates. The IP address is also indicated. If the same IP address is used by multiple references that apparently work at different companies, this may be a red flag showing that the candidate is creating and falsifying references.
- e. Pre-Hire 360 Candidate Comparison Report  
When multiple candidates are being actively considered for one position, and each of them is completing the Pre-hire 360 process, the results from all

candidate reference responses can be displayed on a single report. This allows County HR staff to easily and visually compare the strengths and weaknesses of candidates in an aggregated view.

- f. All deliverables are to be provided online and in a format compatible with Microsoft Word, Excel or Access. Deliverables/reports shall consist of, but not limited to, the following:
  - (1) Summary reference report on each candidate in numeric and narrative formats.
  - (2) Comparison report between multiple candidates in numeric and narrative summary formats.

**EXHIBIT B**

**PAYMENT TERMS**

1. County will pay Contractor for the services on a monthly basis after using its best efforts to pay, within thirty (30) days, after receipt and approval of invoice.
2. Prior to any amount being due, the following services will be provided by Contractor:
  - a. The solution is available online to authorized users who log on with their assigned username and password.
  - b. Users are able to input candidate names after which system emails are sent to candidates.
  - c. In the event 3 or more references respond to a SkillSurvey, a report can be generated and displayed as a pdf file.
3. The County will use its best efforts to confirm by email by 11/30/13 whether the above minimum services criteria have been met.

<b>Description</b>	<b>Quantity</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
Flat fee cost for online reference checking	Unlimited use	\$78,678	\$72,037	\$66,496

4. Invoices will be reviewed for approval by the County, Human Resource Services.
5. Total payment under the terms of this Agreement will not exceed the total amount of two hundred seventeen thousand, two hundred eleven dollars. This cost includes all taxes and all other charges.
6. Invoicing will be monthly as follows:
  - a. First year – monthly payments of \$6,556.50
  - b. Second year – 11 -monthly payment of \$6,000.00 and last payment of \$6,037.00
  - c. Third year – 11 monthly payment of \$5,540.00 and last payment of \$5,556.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> 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	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business 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, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– 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. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> 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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

EXHIBIT D

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named 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.

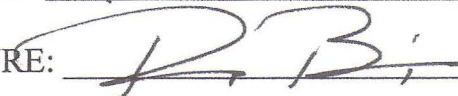
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor 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 Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: SKILLSURVEY, INC.

PRINCIPAL: RAY BIXLER TITLE: PRESIDENT AND CEO

SIGNATURE:  DATE: 10/1/13