



Request for Proposal: JB4312-DL
For

FY2011/12 SAFETY TRAINING II

PROPOSAL DUE DATE:

Wednesday July 22, 2010 AT 4:00 PM

**In the Office of
Procurement, Warehouse and Contract Administration
Santa Clara Valley Water District**

**Dannette Lewis
Senior Buyer
(408) 408-265-2607 Extension **2224**
Dlewis@valleywater.org**

Please submit this page upon receipt.

For any clarifications, please contact Dannette Lewis Purchasing
e-mail: dlewis@valleywater.org

Please fax or mail this page upon receipt of RFP package

Fax: (408)979-5628

If you are unable to send your proposal, kindly indicate your reason for "No Proposal" below and fax back. This will insure you remain active on our vendor list.

Date _____

() Yes, I will be able to send a Proposal.

Name: _____

Company: _____

Phone _____

Fax: _____

Email Address: _____

() No, I will not be able to send a Proposal for the following reason:

Date _____

Name: _____

Company: _____

Phone _____

Fax: _____

Email Address: _____

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SECTION II. NOTICE INVITING PROPOSALS

The Santa Clara Valley Water District (District) is requesting proposals from qualified firms to work as an extension of the Organizational Development and Training Unit to conduct a variety of Safety Training classes. Participants in this program may represent up to three bargaining units whose duties may include supervising/managing from 3 to 15 persons and whose duties include hands on applications and supervising/managing employees who require a wide range of safety training. Class size will typically range from 10 to 25 depending on the subject matter. All courses will be complete no later than June 30, 2012. Training shall be developed, delivered and evaluated in accordance with the requirements of American National Standard ANSI/ASSE Z490.1-2001, "Criteria for Accepted Practices in Safety, Health and Environmental Training".

Questions regarding information contained in this proposal must be in writing and directed to: dlewis@valleywater.org and jblumenson@valleywater.org

Closing date for proposal is July 22, 2010 at 4:00 pm.

A. ABOUT THE DISTRICT

The Santa Clara Valley Water District is a public agency providing water supply, flood protection and stream stewardship for Santa Clara County. It serves approximately two million people in 15 cities and unincorporated areas in the county. The cities it serves are Campbell, Cupertino, Gilroy, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill, Mt. View, Palo Alto, San Jose, Santa Clara, Saratoga and Sunnyvale, and the towns of Los Altos and Los Gatos. The District sells treated water to 13 local water retailers, who, in turn, provide it to their customers. The District also manages the groundwater basins, which is the source of nearly half of the county's water supply. For flood protection, the District has capital and maintenance projects going on throughout the year in neighborhood across the county. In addition, the District also partners with cities and the county to provide open space and recreational opportunities at many of its 10 reservoirs and along creeks throughout the county. For extensive information about the District, visit www.valleywater.org.

The mission of the District is a healthy, safe and enhanced quality of living in Santa Clara County through watershed stewardship and comprehensive management of water resources in a practical, cost-effective and environmentally sensitive manner for current and future generations.

SECTION II. INSTRUCTIONS TO PROPOSER'S

- A. Preparation of Proposal** - Proposal shall be made on the Proposal Form included in this Request for Proposal. Proposal shall enter all requested information in the appropriate spaces on the Proposal Form. No oral, telephone, facsimile or electronic proposals will be accepted. All costs of proposal preparation shall be borne by the proposer. All costs of proposal preparation shall be borne by the proposer. The proposal amount should include all costs necessary to provide the service, including but not limited to, all costs related to labor, materials, overhead, profit, insurance, equipment, etc.
- B. Examination of Proposal Documents** - The Proposal Documents consist of this Request for Proposal each and every document listed in the Table of Contents of the request, and any addenda which may be issued. Proposer shall thoroughly examine and be familiar with all Proposal Documents. Submission of a proposal shall constitute Proposer's acknowledgment upon which the District may rely that proposer has thoroughly examined and is familiar with the Proposal documents. Failure or neglect of proposer to receive or examine all or part of the Proposal Documents shall in no way relieve the proposer from any obligations with respect to this

request for proposal or any resultant contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Proposal Documents.

- C. **Conformance to Proposal Requirements** - Proposal shall conform to the requirements of this Request for Proposal. All requested attachments shall be submitted with the completed Proposal Form and in the designated format. Failure to comply with all requirements may result in proposal rejection.
- D. **Interpretation of Proposal Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the Proposal Documents that require a decision or explanation, proposal may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this request for proposal no later than five (5) calendar days before the deadline for receipt of proposals. Every interpretation made to Proposer's will be in the form of an Addendum issued by the District. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued Proposal Documents. Only properly issued Addenda shall be binding upon District; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Proposer shall acknowledge the receipt of Addenda on the Proposal Form. Questions regarding the procurement process, please contact Dannette Lewis email: dlewis@valleywater.org Questions regarding experience and skill requirements please contact John Blumenson email: jblumenson@valleywater.org. All PROPOSER'S will be given answers to questions at the same time.
- E. **Protest Alleging Needlessly Restrictive Specifications** – Proposer may submit a protest alleging needlessly restrictive specifications no later than five (5) calendar days before the deadline for receipt of proposals. The protest shall be in writing and delivered to the buyer identified on the cover page of this request for proposal by registered or certified mail or in person. To be considered, the protest shall include a complete statement of the basis of the protest; the number and title of the applicable request for proposal; the name, address, and telephone number of the person representing the protesting party; and the desired relief, action or ruling.
- G. **Submission of Proposal - 2 step submission process.**

Proposal: Proposals shall be submitted with the following items as a part of their response:

- a. A proposal narrative, not to exceed five (10) type written pages, providing the following information:
 - i. Description of the service provider's ability and past experience providing similar types of training and facilitating for public agencies.
 - ii. The proposed methodology for delivery of training/facilitating.
 - iii. Instruction time for each class.
 - iv. Sample training material.
 - v. Name, title, resume/CV, and any professional certification(s) for any person who is identified to conduct training in this program.
- b. References
- c. Cost proposals to include:
 - i. Cost per task as outlined in the Proposal Form (Page 11)
 - ii. Costs for travel, lodging, and per-diem if applicable
- d. SBE Certification (if applicable)
- e. Proposal Form (Page 11)
- f. Supplier Information Form Part 1 (Page 12)
- g. Supplier References, History and Capabilities Part II (Page 13)

Step 1 - Electronic Responses - Contract Administration System (CAS) - To submit your response electronically in the District's Contract Administration Database. Log onto:

<http://cas.valleywater.org>.

1. **To respond to this RFP, Proposer must create an account first.**
2. **The Expertise Code assigned to this RFP is: 611430-NAICS - Professional and Management Development Training.**
3. **Any files attached as part of your Proposal must be in PDF format and must not exceed 5MB.**

Step 2 - In addition to the electronic submission, please submit (2) copies of your proposal. Proposal shall submit original one (1) (clearly marked 'Original') and two (2) copy (clearly marked 'Copy') of the completed Proposal Form, together with any required attachments or explanatory materials, prior to the time and date set for receiving proposal s as stated on the cover page of this request for proposal or any modifying Addenda.

Mailing copies:

All materials should be printed double-sided on paper with a minimum 30% post-consumer recycled content. Proposal shall be delivered in a sealed envelope **clearly marked with the applicable proposal number** addressed to:

US Postal Service must be mailed to:

Dannette Lewis
RFP: JB4312-DL Safety Training
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, Ca. 95118

Mailing DHL, FedEx, UPS must be mailed to:

Dannette Lewis
RFP: JB4312-DL Safety Training
Santa Clara Valley Water District
5905 Winfield Blvd
San Jose, Ca. 95118

H. Modification or Withdrawal of Proposal -

1. Before Date and Time for Receipt of Proposals - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to District's Purchasing Manager received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.
2. After Date and Time for Receipt of Proposal s - A proposal may not modify its proposal after the date and time set for receipt of proposals. A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if proposal alleges that a mistake was made in its proposal that made the price materially different than intended, provided that proposer gives written notice of the mistake and the manner in which it occurred to District's Purchasing Manager within five (5) calendar days following the deadline for receipt of proposal s and District's Purchasing Manager deems it to be in the best interest of the District.

- I. Late Proposals - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to**

the proposal unopened unless necessary for identification purposes, via registered certified, return receipt requested.

- J. Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of sixty (60) calendar days from the date of proposal opening.
- K. Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the District for all loss or damage which the District has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.
- L. Proposal Evaluation** – The District's buyer identified on the cover of this request for proposal will evaluate all proposals received to determine if the proposer is responsive and responsible. A proposal will be deemed to be responsive if it has submitted a proposal that conforms in all material respects to the requirements of the Proposal Documents. A proposal will be deemed to be responsible if the proposer:
1. To have the ability, capacity, experience, skill and resources to provide the required services in accordance with District specifications and within the time specified;
 2. To have the ability to deliver the services in a safe and environmentally responsible manner.
 3. To be able to provide future maintenance, repair, parts and services for the use of the specified services, if appropriate;
 4. To have complied with all applicable laws and regulations; and
 5. To have a record of satisfactory or better performance under prior contracts with the District and other entities.
- M. Discrepancies in Proposal Form** - If there are unit price proposal items on the Proposal Form and the total amount indicated for a unit price proposal item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the total amount for the proposal item shall be adjusted accordingly. Likewise, if there is more than one proposal item on the Proposal Form and the total does not equal the sum of the proposal items, the individual amounts of the proposal items shall govern, and the total shall be adjusted accordingly.
- N. Tie Proposals** – In the event that an identical price is received from two or more responsive and responsible PROPOSER'S, the District will determine the successful proposal in the following manner:
1. If only one proposal is a local business, the contract will be awarded to that proposal. (local business principal business location is within Santa Clara County).
 2. If both PROPOSER'S are local businesses, the contract will be awarded through the drawing of lots.
- O. Contract Award** - Contract award will be made to the lowest responsive and responsible proposer(s). Small Business (includes Micro) Proposal Preference will be considered during the proposal evaluation to determine the lowest proposal. The acceptance of a proposal will be evidenced by a written contract delivered to the successful proposer. The contract will be awarded based on the lowest, most qualified and responsive candidate that has demonstrated the skills and experience required by the District. The decision of the District will be final in determining the Successful Proposal.
- P. Contract Documents** - Contract documents will consist of this request for proposal; its attachment(s) and addenda, if any; the successful proposal's completed and signed Proposal

Form, the successful Proposer's proof of insurance coverage, and an executed Purchase order.

Q. Reservations - The District reserves the right to:

1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
2. Reject any proposal that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Proposal Form which are not in accordance with the Proposal Documents;
3. Make any investigations deemed necessary to determine if a proposal is responsive and responsible;
4. In the event that only one proposal is received in response to this request for proposal, require the sole proposal to submit cost or pricing data to assist in determining if the price is reasonable;
5. Reject any or all proposal s, including any proposal s that are found to be non-responsive or submitted by a proposal that is not responsible;
6. Waive minor defects or irregularities in any proposal , provided that the discrepancy does not affect the proposal amount or give the proposal an advantage over others;
7. Award a contract to a single proposal for the entire procurement or to multiple PROPOSER'S by line item, in groups, or in phases at the buyer's discretion.

SECTION III. SPECIFICATIONS

- A. Scope of Work** - Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to necessary to complete the services described herein.
- B. Detailed Specifications** – All proposals must be made on the basis of and either meet or exceed the requirements contained below and provide. Minimum course tasks and descriptions are given in Section F, Tasks 1-12
- C. Qualified Trainers**. Trainers will be Subject Matter Experts and qualified to instruct employees about the subject matter that is being presented in training. Such trainers shall have satisfactorily completed a training program for teaching the subjects they are expected to teach, or they shall have the academic credentials and instructional experience necessary for teaching the subjects. Instructors shall demonstrate competent instructional skills and knowledge of the applicable subject matter. Service provider will be responsible for ensuring that any sub-contracted trainer(s) meet the appropriate qualifications required to conduct the specific safety training classes.
- D. Provide curriculum outline and participant training materials**. The service provider shall provide all curriculum outlines, participant manuals, facilitator guides and training materials and testing material. Participant manuals (for record keeping purposes), District related materials, and non-proprietary materials shall become the property of the District.
- E. Classroom Instruction/Delivery**. Deliver training in a facilitative manner with hands on practice as applicable. It is preferred that a variety of learning tools be used with a special emphasis on inter-activity. Service provider provides all of the training to District staff on-site and shall include all training materials, testing materials, and certificates of completion in accordance with all safety training requirements. Class size is dependent on the number of participants per topic as determined by the District. Depending on the class size more than one presentation of each class may be required. At a minimum, a written examination will be administered at the end of

each class. The training would occur during a two-year period from (as early as) July 1, 2010 thru June 30, 2012.

- F. Course content.** The following tasks and descriptions are the requested courses (tasks) and minimum requirements of each (descriptions). In addition to what is listed please refer to California Division of Occupational Health and Safety document http://www.dir.ca.gov/dosh/dosh_publications/TrainingReg.htm.

Task 1: Boating Safety:

(Estimate of 6 classes of 12 participants)

Description: Training must include:

- boat operator training
- instruction in state/federal boating laws
- equipment requirements
- towing and launching
- rescue and survival skills
- fire fighting
- vessel trouble shooting and maintenance

Task 2: Elevating Work Platforms and Aerial Devices

(6 class of 12 participants)

Description: Training must meet Cal/OSHA T8 Regulations 3648(l)(7), 3648(c), 3646(c), 3638(d) and include:

- types of aerial devices and elevating work platforms
- safe operation
- operation of aerial devices and elevating work platforms
- elevated driving requirements
- proper safety procedures
- travel speeds
- capacity limitations
- fueling and charging procedures
- maintenance
- inspection of platforms

Task 3: Excavation, Trenching, and Shoring

(Estimate of 6 classes of 25 participants)

Description: Training must meet 8 CCR 1540, 1541, and 1541.5. Topics should include:

- Hazards of excavations.
- Understanding OSHA standards.
- Understanding soil.
- Atmospheric conditions and hazards.
- Personal protective equipment.
- Protective systems.
- Emergency response.
- Written examination.

Task 4: Fall Protection

(Estimate of 6 classes of 25 participants)

Description: Training must meet Cal/OSHA T8 Regulation 1670, 1671.1, 3209, 3210 and include:

- identifying and selecting appropriate fall protection equipment
- safety nets, guardrails, and personnel fall arrest systems.
- proper use of PPE
- limitations of safety equipment

Task 5: Industrial Tractors – Agricultural Equipment Operations

(Estimate of 2 classes of 15 participants)

Description: Training must meet 8 CCR 3441(a)(1), 3664(b). topics should include:

- Pre-operations safety checks.
- Safe fueling operations.
- Safe start up and shut down.
- Hitching and unhitching attachments and implements.
- Personal Protective Equipment (PPE).
- Avoiding roll-overs.
- Moving vehicle accident avoidance (run-overs and collisions).
- Moving parts and machinery hazards.
- Highway driving.
- Transport trailer operations.
- Written and practical examination.

Task 6: Lockout/blockout/tagout

(Estimate of 8 classes of 25 participants)

Description: Training must meet Cal/OSHA T8 Regulations 3314 and 3314(i) and include:

- General:
 - o purpose, function, and restrictions of the energy control program
 - o familiarity with equipment, types of energy sources, and hazards specific to the workplace being covered
- Authorized employees:
 - o hazards associated with improper lockout/blockout/tagout procedures
 - o details of the type and magnitude of the hazardous energy sources in the workplace
 - o methods and means necessary to isolate and control the hazardous energy sources (the elements of the energy control procedure)
- Affected employees:
 - o recognition of when the control procedure is being implanted
 - o the purpose of the procedure
 - o the importance of not attempting to start or use equipment that has been locked or tagged out.

Task 7: Machine Guarding

(Estimate of 2 classes of 15 participants)

Description: Training must meet OSHA 1910 Subparts O, P, and Q.. Topics should include:

- General definitions.
- General requirements for all machines.
- Abrasive wheel machinery.
- Metal and woodworking machinery.
- Hand held tools.
- Welding, cutting and brazing tools.
- Written examination.

Task 8: Personal Flotation Devices (PFD)

(Estimate of 4 classes of 25 participants)

Description: Training must include:

- what is a PFD
- different types of PFDs
- how to use different types of PFDs
- when to use different types of PFDs

Task 9: Rigging Safety

(Estimate of 3 classes of 25 participants)

Description: Training must include:

- site access and usability
- suitability and quality of supporting surface
- site hazards and restrictions
- proper use of mats, cribbing, and outriggers or crawlers
- lift plans
- hand signals
- pre-operational inspection
- types of cranes
- verifying the weight of the load
- load chart interpretation & solving capacity questions
- basic load rigging procedures
- two-blocking, power lines, public protection
- accidents and causes
- proper communication between work crew
- load control and use of tag lines
- emergency response procedures
- transporting the crane and its components
- operating in various weather conditions
- operator aids
- shutdown
- information documented on operator's checklist

Task 10: Rope Access

(Estimate of 4 classes of 15 participants)

Description: Training must meet 8 CCR 3270.1(c)(2) and (3). Topics should include:

- Pre-rope access safety briefings and precautions.
- Methods of rope access and anchorage.
- Equipment selection and inspection.
- Roles and responsibilities of rope access team members.
- Communication systems.
- Rescue and emergency protocol.
- Qualified person roles and responsibilities.
- Personal protective equipment.
- Written and practical examination.

Task 11: Traffic Control/Flagging

(Estimate of 4 classes of 20 participants)

Description: Training must meet Cal/OSHA T8 Regulation 1599(f) & (g) and include :

- describe why proper flagging is important.
- list qualifications of a good flagger
- use of standard references as they pertain to flagging
- divide the temporary traffic control zone into areas
- determine if signs and devices on a project meet safety standards
- gather all necessary and proper flagging equipment and gear. Select the proper flagging station/location/position
- handle (Stop, slow, release, direct) traffic using a paddle
- handle traffic using a flag
- recognize different types of drivers and how to deal with them
- setup and handle one-lane traffic on a two-way road
- use alternative methods to communicate with other flaggers
- recognize unique or special flagging situations and what considerations are necessary
- setup and handle nighttime flagging operations

Task 12: Workplace Violence (Field Operations)

(Estimate 5 classes of 25 students)

Description: Training must include:

- definitions
- types of workplace violence
- levels of workplace violence
- risk factors (crime, isolation, etc)
- assessing hazards (animals, people, environment, etc)
- threat recognition
- self-defense strategies

- G. Contract Term / Time for Completion** – The District seeks a contract for 2 years. At the Districts discretion, and if Contractor agrees, the term of this contract may be extended for an additional calendar year and Contractor will be compensated at the prices stated in the Proposal Form Schedule attached to its Proposal .
- H. Insurance Requirements** - The successful proposal (s) shall comply with the District insurance requirements as set forth in Attachment B to this request for proposal.
- I. Evaluation Criteria** – Accepted proposal will be evaluated the lowest qualified proposal, as represented by the total cost of proposed services as outlined in Section III Specifications, Section A-F, Tasks 1-12 of this document. The District may award all tasks to one vendor or multiple tasks to multiple vendors based upon cost and availability. Proposals must be complete and include cost estimates for all courses to be offered. Incomplete bids will be automatically rejected.

Criteria	Points to be Awarded
Cost of Services	30
Conformance with Submittal Guidelines	25
Project Management Approach	5
Qualifications, Experience and Performance History	35
SBE	0 or 5
TOTAL	100

SECTION IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this request for proposal and its attachments the following terms are synonymous:
 - a. "Supplier", "vendor", "contractor", "successful proposer" and "selected proposal".
 - b. "Contract", purchase or and "agreement".
 - c. "Services", "work", and "project".
2. "The District" refers to the Santa Clara Valley Water District.

- B. Terms and Conditions** – Upon award, a Service Agreement will be generated based upon the specifications, Terms and Conditions (Attachment A) included in this Request for Proposal. The terms and conditions relative to any service agreement resulting from this proposal request will be similar to those set forth in the Attachment A although modified to reflect the procurement described in this proposal request.

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL FORM

- A. **Entries on Proposal Form** - All entries shall be printed in ink or shall be typewritten.
- B. **Corrections** - Corrections shall be crossed out, initialed in ink and dated by the person signing the proposal.
- C. **Proposal Pricing** - Proposal pricing shall be complete, including all costs for labor, supervision, methods or processes, implements, tools, machinery, equipment, transportation and materials required to complete the work described in the Proposal Documents.
- D. **Additional Information** - All requested information must be provided. If necessary, proposer may attach additional sheets clearly cross referenced to the applicable proposal item number. However, unnecessarily lengthy responses are discouraged.
- E. **Addenda** - Proposal shall indicate the number and date of all addenda received by proposer.
- F. **Signature** - Proposal shall be signed by an authorized representative of proposer.
- G. **Attachments** - Proposal shall submit the following attachments with the Proposal Submittal:
 - a. A proposal narrative, not to exceed five (10) type written pages, providing the following information:
 - i. Description of the service provider's ability and past experience providing similar types of training and facilitating for public agencies.
 - ii. The proposed methodology for delivery of training/facilitating.
 - iii. Instruction time for each class.
 - iv. Sample training material.
 - v. Name, title, resume/CV, and any professional certification(s) for any person who is identified to conduct training in this program.
 - b. References
 - c. Cost proposals to include:
 - vi. Cost per task as outlined in Proposal Form
 - vii. Costs for travel, lodging, and per-diem if applicable
 - d. Proposal Form (Page 14)
 - e. Supplier Information Form Part 1 (Page 15)
 - f. Supplier References, History and Capabilities Part II (Page 16)

PROPOSAL FORM
FOR Safety Training II

Safety Training II Proposal Schedule

The proposer hereby offers to perform the required services for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this proposal request.

In addition to what is listed in the task and description below please refer to California Division of Occupational Health and Safety document
http://www.dir.ca.gov/dosh/dosh_publications/TrainingReq.htm.

Please provide cost for: NFPA 70E Arc Flash Electrical Safety:

1. Boating Safety
2. Elevating Work Platforms and Aerial Devices
3. Excavation, Trenching and Shoring
4. Fall Protection
5. Industrial Tractors – Agricultural Equipment Operators
6. Lockout/Tagout/Blockout
7. Machine Guarding
8. Personal Flotation Devices
9. Rigging Safety
10. Rope Access
11. Traffic Control Flagging
12. Workplace Violence (Field Operations)
13. Cost for travel, lodging, per diem if applicable

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Number _____ Date _____
Number _____ Date _____
Number _____ Date _____

Any Purchase Order resulting from this RFP shall contain Santa Clara Valley Water District Standard Terms and Conditions any and all Specific Terms and Conditions stated in RFP: JB-4312-DL Upon acceptance of the Purchase Order the "Supplier" agrees to abide by these Terms and Conditions. The "Contract" is binding on the heirs, successors, assigns, and Representatives of the "Supplier".

Company Name

Signature of Authorized Agent

Print Name & Title of Authorized Agent

Date

1. Prompt Payment Terms Offered? ___ Yes ___ No
2. If Bidder is awarded contract, bidder will extend pricing to other Government agencies?
 ___ Yes ___ No

If yes, enter number of calendar days bid pricing will be extended to other agencies _____

3. Indicate exceptions to terms and conditions, if any. Please specify

Part I

Proposer's Company Name (full legal name)_____

Type of Operation: Individual:___ Partnership:___ Corporation:___

Proposer's Address: _____

Proposer's Phone: _____

Proposer's Email Address: _____ (an email address must be provided to receive notice of the procurement results)

Proposer's Business License #: _____

Contractor's License #: _____ (if applicable)

PROPOSER'S Small Business OSDS # _____

Proposer's designated Representative (including name, phone number, and email address):

Number of years Proposer has been in business of providing the **Safety Training** sought by the District:

Years: _____

Number of Employees: _____

Does any relationship exist whether by relative, business associate or any other such kinship exist between your firm and any District employee?

If yes, please explain.

1. Indicate whether proposer or subcontractor has ever failed to complete any contract awarded to it. If so, note when, where and why. Attach additional sheets, if necessary.
2. Indicate whether proposer or subcontractor has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors. Attach additional sheets, if necessary.

If Proposer will retain a subcontractor to provide any of the services sought by the District in this Request for Proposal , please describe the services that will be provided by the subcontractor.

Company Name	Address	Type of Services	Business License Number	Contact Name and Number

Part II

Description of Proposer's Performance of Comparable Work.

REFERENCES, AND HISTORY AND CAPABILITY: Please provide the name, locations, and a narrative description of the work your firm provided for a minimum of 3 current or former clients during the past 12 months that the District may contact to inquire about your firm's performance. The work performed for these clients should be comparable to the type and scope of the work identified in the Scope of Work (The Scope of Work is contained in Specifications Section of this RFP). You may attach additional sheets of paper, if required). Also, the narrative description must describe how the work your firm performed is comparable to the type and scope as the work identified in the Specifications.

i. Client Name:
 Contact:
 Address:
 Phone:
 Narrative Description of Comparable Work Performed:

ii. Client Name:
 Contact:
 Address:
 Phone:
 Narrative Description of Comparable Work Performed:

iii. Client Name:
 Contact:
 Address:
 Phone:
 Narrative Description of Comparable Work Performed:

Attachment A

Purchasing Standard Terms and Conditions for Services

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE PURCHASE OR IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Or is an offer by the Santa Clara Valley Water District ("District") to enter into a contract; and any of the following acts constitute Contractor's acceptance of the Purchase Or and all terms and conditions stated therein: (a) Contractor's commencement of work or (b) Contractor's acceptance of any payment from District.
- 2. Prices:** All rates and/or prices itemized in the Purchase Or are firm and not subject to escalation unless so stated on the face of the Purchase Or. Contractor represents and warrants that all rates and/or prices itemized in the Purchase Or are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope un similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes.
- 4. Terms of Payment:** Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last. If District is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by District, whichever occurs last. Partial payments may be made with District's concurrence at no less than monthly intervals. District shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.
- 5. Time for Performance:** Time is of the essence in the performance of the Purchase Or. If service cannot be performed at the specified time, Contractor shall promptly notify District of the earliest possible date for performance of the service. Notwithstanding such notice, if Contractor, for any reason whatsoever, fails to perform the work within the time specified, District may terminate the Purchase Or or any part thereof without liability except for work previously performed and accepted.
- 6. Warranty:** Contractor warrants that the work performed un the Purchase Or complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Purchase Or, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right District may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at District's option, either refund to District the amount paid for the work or perform the work again in a proper manner to the extent necessary to provide District with the result originally contemplated.
- 7. Independent Contractor Status:** Contractor is acting as an independent contractor in performing the work required by the Purchase Or and is not an agent or employee of District. Nothing in the Purchase Or shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Contractor. Contractor is responsible for paying all required state and feal taxes.
- 8. Use of Subcontractors:** Contractor shall perform the work with its own employees un its immediate supervision and shall not subcontract any portion of the work unless approved by District in advance in writing.
- 9. Discrimination:** Contractor shall strictly adhere to all state and feal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gen, sexual orientation, marital status, national origin, age or disability.

10. Compliance with Laws: (a) Contractor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of work under the Purchase Order.

(b) Contractor shall obtain and maintain throughout the life of the Purchase Order all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to District, upon request.

11. Extra or Additional Work and Changes: Contractor shall perform no extra or additional work or alter or deviate from the work specified in the Purchase Order unless agreed in writing by District. Extra work to which District has not agreed in advance in writing will not be compensated by District.

12. Change Orders: District shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on District; and District is not required to compensate Contractor for services not authorized in advance by written Change Order. Contractor's receipt of District's written Change Order without response received by District within ten (10) days or Contractor's performance of work reflecting the change, whichever occurs first, shall constitute Contractor's acceptance of the change without any price or other adjustment.

13. Indemnification: Contractor shall indemnify, defend and hold harmless District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in the Purchase Order, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of District.

14. Assignment: Contractor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without District's prior written consent.

15. Termination: The Purchase Order may be terminated by mutual consent of both parties or by District at its discretion. District may cancel the Purchase Order at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under the Purchase Order as directed by District. If the Purchase Order is so terminated, Contractor shall be paid in accordance with the terms of the Purchase Order for work performed and accepted.

16. Breach of Contract: Should Contractor breach any of the provisions of the Purchase Order, District reserves the right to cancel the Purchase Order upon written notice to Contractor and obtain such services from another source. If a greater price than that named in the Purchase Order is paid for such services, the excess price shall be charged to and collected from the Contractor.

17. Governing Law; Public Records: The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

18. Force Majeure: Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. District may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

19. Entire Agreement: The Purchase Order, which includes any and all additional documents incorporated therein by reference, sets forth the entire agreement between Contractor and District with respect to performance of the work.

20. Exceptions to District's Terms and Conditions: If Contractor objects to any term or condition set forth in the Purchase Order, this objection must be in writing and received by District's buyer identified on the Purchase Order prior to Contractor's commencement of the work. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by District.

Attachment B

Insurance Requirements

Prior to providing any services or goods to the District, Proposal shall, at its sole cost and expense, procure and maintain during the 12-Month Award Period, including any extensions thereof, the insurance coverage(s) indicated in this Insurance Requirements document. Those which have an "X" indicated in the space before the insurance are required to be procured and maintained by the Proposal .

X **Commercial General/Business Liability Insurance** with coverage as indicated:

- ☐ **\$1,000,000** per occurrence/**\$1,000,000** aggregate limits for bodily injury and property damage
- ☐ **\$1,000,000** per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage
- X** **\$2,000,000** per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage
- ☐ \$ _____ per occurrence
- ☐ \$ _____ aggregate limits for bodily injury and property damage
- ☐ Coverage for **X,C,U** hazards **MUST** be evidenced on the Certificate of Insurance
- X** If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Proposal 's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers shall be in excess of Proposal 's insurance and shall not contribute to it.
- ☐ The policy must provide coverage or be endorsed to provide coverage for pollution liability or evidence of separate pollution liability coverage with \$1,000,000 per occurrence and aggregate limits must be provided. In either case, there must be no known impairment of the policy limits for the pollution coverage.

X **Vehicle Liability Insurance** with coverage as indicated:

- X** **\$2,000,000** combined single limit for bodily injury and property damage
- ☐ \$ _____ per person / \$ _____ per accident for bodily injury
- ☐ \$ _____ per occurrence for property damage
- ☐ \$ _____ combined single limit for bodily injury and property damage

☐ **Professional/Errors and Omissions Liability** with coverage as indicated:

- ☐ **\$1,000,000** per claim/ **\$1,000,000** aggregate
- ☐ **\$1,000,000** per claim/ **\$2,000,000** aggregate
- ☐ \$ _____ per claim/ \$ _____ aggregate

X **Workers' Compensation Insurance (if contractor has employees)**

- ☐ Including \$1,000,000 each accident Employers' Liability (Part B) coverage

- X** **Additional Insured Endorsement(s)** for Commercial General/Business Liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees and agents** as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10)

Prior to providing any services or goods to the District, the Proposal is required to do the following: Proposal shall provide its insurance brokers(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Proposal's insurance broker(s)/agent(s).

The Proposal's broker/agent shall do the following:

1. As instructed by the client to comply with the requirements of this document and therefore procure the insurance coverage required and provide Certificates of Insurance complete with any and all required endorsements to: **Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose 95118, Attention: Business Resources.**
2. The Certificate of Insurance **MUST** provide **30 days notice of cancellation (10 days notice for non-payment of premium)**. **NOTE:** the following words must be crossed out or deleted from the standard cancellation clause: "endeavor to..." AND "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
3. Copies of any required endorsements affecting coverage shall be sent to the District. The endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf. *THE CERTIFICATES AND REQUIRED ENDORSEMENTS MUST BE RECEIVED BY THE DISTRICT PRIOR TO THE WORK STARTING*
4. In the event of a claim or dispute, the District has the right to be provided complete certified copies of all required pertinent insurance policies including endorsements required by this document.

Note: with respect to all coverage's noted above, the following additional requirements apply:

- The Proposal's insurance shall be primary with respect to any other insurance which may be carried by Santa Clara Valley Water District.
- The insurance procured by Proposal for the benefit of Santa Clara Valley Water District shall not be deemed to release or limit any liability of Proposal. Damages recoverable by Santa Clara Valley Water District for any liability of Proposal shall, in any event, not be limited by the amount of the required insurance coverage.

If you have any general questions, please call the Project Manager. If your insurance broker has any questions, please have him/her call David Cahen, District Risk Management Administrator at (408)265-2607, extension 2213.
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