



REQUEST FOR PROPOSALS

FOR

EMPLOYEE DEVELOPMENT TRAINING (RFP 16/17-15)

Date of Issuance:	October 18, 2016
Pre-Proposal Meeting (optional):	October 26, 2016 at 10:00 a.m.
Questions & Requests for Clarifications Due no later than:	October 28, 2016 by 5:00 p.m.
Answers & Clarifications Provided no later than:	November 2, 2016
Proposal Due:	November 17, 2016 by 2:00 p.m.

Submit Proposals to:
Jillian Ragia, Buyer II
Procurement & Contracts Division
Alameda County Water District
43885 S. Grimmer Blvd.
Fremont, CA 94538
Tel.: (510) 668-4292

Vendor: Cut along the border and affix this label to your sealed envelope to identify it as a SEALED PROPOSAL. Be sure to include the name and location of the company submitting the proposal where requested on the label.



SEALED PROPOSAL – DO NOT OPEN

Solicitation No.: **RFP 16/17-15**
Title: **EMPLOYEE DEVELOPMENT
TRAINING**
Due Date/Time: **NOVEMBER 17, 2016@ 2:00 PM**

Submitted By: _____
(Company Name)

(City/State)

**DELIVER TO: Jillian Ragia, Buyer II
Procurement & Contracts Division
Alameda County Water District
43885 S. Grimmer Blvd.
Fremont, CA 94538**

Please note

From time to time, an addendum may be issued to a solicitation. Any such addenda will be posted on the same web site from which you obtained this solicitation. If you are a registered vendor with the District, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the solicitation.

To become a registered vendor, you must complete a Vendor Application, available from our web site at <http://www.acwd.org/index.aspx?nid=249> Click on “Vendor Registration Form”, under “Doing Business with ACWD”. Complete the form, choose the categories of interest for which you wish to receive notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both solicitations and addenda from ACWD.



PROCUREMENT AND CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART I

INFORMATION / INSTRUCTIONS TO PROPOSERS

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1. INVITATION

The Alameda County Water District (District) is committed to supporting its staff with effective training opportunities in order to increase competency, effective communication, supervision, computer skills, career development, work effectiveness and leadership throughout the District. The District invites qualified firms to submit proposals to provide customized employee development training services using various modes of instruction (Services). There are approximately 230 employees at the District, of whom approximately 40 are managers or supervisors.

The District understands that Proposer(s) may not be able to provide all subjects and/or training styles, therefore the District reserves the right to award the Services set forth in this solicitation to multiple firms.

2. PERIOD OF PERFORMANCE

It is the intent of the District to award one or more Service Agreements to the highest ranked Proposer(s), in accordance with the evaluation criteria set forth herein. The base term of the Agreement shall be for a one (1) year period with four (4) one-year options to renew at the District's sole discretion, for a total duration not to exceed five (5) years, under the same terms and conditions. The District shall award an Agreement for Services for an estimated not to exceed amount of \$250,000 over the five (5) year term.

3. BACKGROUND

The District is a California Special District located in the San Francisco Bay Area. The District supplies water to the cities of Fremont, Newark, and Union City in southern Alameda County. The first water district formed in California under the County Water District Act of 1913, the District today has a staff of approximately 230 employees and supplies drinking water to more than 348,000 people. The District covers approximately 100 square miles and provides water service through over 82,000 connections. With diverse water sources that include the State Water Project, water imported from the City and County of San Francisco Water Department, and local groundwater, the District has consistently been able to accomplish its mission of providing a reliable supply of high quality water at a reasonable price to its customers.

4. DEFINITIONS

Whenever the following words occur in this RFP, they shall have the following meanings:

A. DISTRICT or ACWD shall mean the Alameda County Water District.

B. CONTRACT ADMINISTRATOR shall mean the District's Contract Administrator who will be identified after Solicitation award. Any reference to the Contract Administrator in the Agreement shall mean the Contract Administrator or designated representative.

The Agreement will be performed under the direction, inspection and supervision of the Contract Administrator.

- C. **COMPETITIVE SEALED PROPOSALS** is a transparent procurement method in which Proposals from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Agreement. Award is typically made to the most qualified Proposer or Proposers whose Proposal(s) provides the best value to the District.
- D. **CONTRACTOR** or **CONSULTANT** means any person having a Contract with the District.
- E. **REQUEST FOR PROPOSALS** or **RFP** means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals. Also referred to as "Solicitation."
- F. **SERVICES** shall mean the requested services, goods, supplies or equipment.
- G. **PROPOSER** means a firm or individual who responds to this Request for Proposals.

5. **SOLICITATION PROCESS AND PROPOSAL EVALUATION**

A. Solicitation Timeline

The District intends to adhere to the following timeline which is subject to change at the discretion of the District:

<u>Activity</u>	<u>Date</u>
RFP Issued.....	October 18, 2016
Pre-Proposal Meeting (optional).....	October 26, 2016 at 10:00 a.m.
Questions / Requests for Clarifications due.....	October 28, 2016 by 5:00 p.m.
District's Responses to Questions	November 2, 2016
Proposal Due Date.....	November 17, 2016 by 2:00 p.m.
Interviews (tentative).....	week of December 12, 2016
Award Recommendation (tentative).....	on or before December 15, 2016
Board Date (tentative).....	January 12, 2017

B. Proposer's Minimum Qualifications and Experience

1) Qualifications, Experience and References of Company

In order to be considered for award, each Proposer must provide evidence of their experience. The firm shall have provided similar services as those sought herein for a minimum of five (5) years.

In addition to the minimum requirements described above, Proposer shall provide information about its company so the District can evaluate the firm's ability to provide the services set forth in response to this RFP. The District, at its discretion, may require a Proposer to provide additional information and/or clarify requested information.

Lastly, Proposers shall describe their experience in providing the specified services for similar operations and/or entities, including training subject matter provided and delivery method. Proposers shall provide references of three (3) recent public agency clients for similar services. For each client submitted as a reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided and client contract information.

2) **Qualifications and Experience of Trainers/Instructors**

Trainers/instructors shall have provided similar services as those sought herein for a minimum of three (3) years. Each Proposer shall submit resumes of proposed individuals for each course. This information shall indicate sufficient evidence satisfactory to the District that the proposed Instructor(s) have the qualifications and experience necessary to successfully complete the Scope of Services.

Firm must provide trainers who are subject matter experts and qualified to instruct employees about the subject matter that is presented in the training. Trainers/instructors shall possess all permits, licenses and professional credentials necessary to supply services, any specific training products and perform services as specified under this RFP.

6. **EXAMINATION OF RFP DOCUMENTS**

- A. The selected Proposer will be required to execute an Agreement for Services, refer to sample located in Appendix D, with the District, describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions.
- B. Before submitting its Proposal, each Proposer must (a) examine the RFP documents thoroughly and (b) familiarize itself with any applicable Federal, State and local laws, ordinances, rules and regulations, and standards affecting provision of the Services.

7. **PRE-PROPOSAL MEETING (OPTIONAL)**

Proposers are invited to attend an optional Pre-Proposal meeting at the District's Headquarters (43885 South Grimmer Boulevard, Fremont, CA 94538) on **October 26, 2016 at 10:00 a.m.** Attendance is not mandatory, but strongly recommended. If attending please RSVP, no later than October 25, 2016, by emailing Jillian Ragia, Buyer II at jillian.ragia@acwd.com.

8. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Prospective Proposers must carefully examine the Solicitation documents, including terms and conditions of the Agreement. In the event of doubt of anything contained in the Solicitation, all questions or requests for clarification about the meaning or intent, discrepancies or omissions of the RFP documents may be submitted to Jillian Ragia, Buyer II, Procurement & Contracts Division, Alameda County Water District, 43885 South Grimmer Blvd., Fremont, CA 94538 via mail or email jillian.ragia@acwd.com, until **October 28, 2016 by 5:00 p.m.**

Responses to questions and requests for clarification will be posted to the District's website, <http://acwd.org/Bids.aspx?CatID=18> no later than **November 2, 2016**. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Proposer by the District will be furnished to all prospective Proposers, if that information is necessary in submitting Proposals, or if the lack of such information would be prejudicial to other prospective Proposers.

9. ACKNOWLEDGEMENT OF ADDENDUM / ADDENDA TO THE SOLICITATION

Each Proposer shall acknowledge receipt of any addendum / addenda to this Solicitation. Proposers are required to submit the signature page of each addendum, if any, with their Proposal.

10. BASIS OF AWARD

Contract award, if any, shall be made to the highest ranked Proposer(s), as determined by the Technical Evaluation Team, based on the factors described below in Part I, Section 11.C "Evaluation Criteria". The District reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", or by any other method as deemed in the best interest of the District with the understanding that the highest ranked proposer for each of the types of services will be selected, subject to the reservation of rights set forth in Part I, Section 11, Item D.

11. EVALUATION OF PROPOSALS

Proposals will be screened to ensure responsiveness to the requirements of the RFP. The District may reject any proposal as non-responsive that does not provide evidence of the required minimum experience and qualifications or include the documents requested herein and referenced in Part III, Section 3, "Submittal Requirements." The District reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

A. Technical Evaluation Team

A Technical Evaluation Team (TET), which is composed of District staff, or other qualified persons, will review and screen the proposals submitted for each of the types of services desired according to the weighted criteria and process indicated below. While price is one basic determinant for award, it is not the sole consideration. Additional general factors that will be considered are the proposing firm's understanding of the District's requirements as specified in this RFP, and the qualifications, experience, and organization of the firm and its personnel. The TET's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

B. Interviews and Presentations

- 1) Following the initial review and evaluation of proposals, some Proposers may be invited to participate in the next step of the proposal selection process. This may include the submission of additional information, as described below, and/or participation in an oral interview. If the District conducts interviews, they will do so only with those Proposers initially found to be within the "competitive range." Interviews, if held, are tentatively scheduled for the week of **December 12, 2016** and will be held at the District's Headquarters, located at 43885 South Grimmer Blvd., Fremont, CA 94538. This date is subject to change.
- 2) The District reserves the right to further reduce the "competitive range" at any time during this step of the evaluation and selection process and the District may hold simultaneous discussions with those Proposers that remain in the "competitive range." Proposers who are no longer in the "competitive range" will be notified as soon as it is practicable and will thereafter not continue in the selection and evaluation process.

C. Evaluation Criteria

The maximum possible total combined score for a proposal is 100 points.

1) Approach to Scope of Services **0-50 Points**

The Proposer's overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. For each of the types of services desired, proposals will be evaluated on, but not limited to:

Delivery method of curriculum <ul style="list-style-type: none">• Instructor-led training (10 Points)• Web-based training (5 Points)	15 Points
Approach to, and demonstrated understanding of, the services requirements.	10 Points
Sample Course Schedule by Month, Appendix C, "Excel Workbook".	10 Points
Applicability of curriculum to subject matter and audience as evidence by sample curriculum/training content and materials.	10 Points
Quality assurance program.	5 Points

2) Cost Proposal **0-25 Points**

This portion of the proposal will be evaluated on, but not limited to:

- a) Reasonableness of the proposed costs in accordance with what is considered to be standard and customary in the industry.
- b) Costs the District or other comparable public agencies have paid for similar services.
- c) Basis on which prices are quoted.

3) Qualifications and Experience of Proposed Trainers/Instructors **0-15 Points**

The capabilities of each Proposer will be assessed on:

- a) Proposed trainer/instructor qualifications and experience in providing the specified services.
- b) Trainer's knowledge and level of expertise of subject matter.
- c) Resumes of trainers/instructors demonstrating recent engagements for similar services.

4) Qualifications and Experience of Firm **0-10 Points**

The capabilities of each Proposer will be assessed on:

- d) Firm's qualifications and experience in providing the specified services for similar operations and/or public entities.
- e) References of three (3) recent engagements for other public agencies and/or entities. For each reference submitted the Proposer shall provide a brief description of the services provided.

D. District's Rights

- 1) The District reserves the right to cancel this Solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit the District to award an Agreement, to pay any costs incurred by Proposers in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services. The District reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to the District's interest at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The District further reserves the right to reject all proposals and seek new proposals when the District considers such a procedure to be in its best interest. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by the District.
- 2) The District reserves the right to hold discussions and/or negotiations with any individual or qualified firm, to interview or not, to request additional information or revised proposals or to request best and final offers (BAFO) if it is in the best interest of the District to do so. However, the District may make an award without conducting any interviews or negotiations; therefore, Proposers are encouraged to submit their best proposal at the outset.

12. SUBMISSION OF PROPOSALS

The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. Mailed Proposals shall be in a sealed envelope and addressed to: **Jillian Ragia, Buyer II, Alameda County Water District, Procurement & Contracts Division, 43885 South Grimmer Blvd., Fremont, CA 94538**. The envelope shall state "PROPOSAL ENCLOSED" and include the Proposer's name and address, RFP Number, Solicitation Title on the envelope. Mailed Proposals and Proposals delivered by commercial carriers or messenger services shall be received to District's Procurement & Contracts Division where upon delivery each Proposal shall be stamped with the time and date received; but shall not be opened. The only acceptable evidence to establish the time of receipt is the time/date stamp on the envelope or other documentary evidence of receipt maintained by the Procurement & Contracts Division.

Any Proposal received after the deadline for receipt will not be considered for award and will be returned to the Proposer unopened. However, an exception may be made when a late Proposal would have been timely but for the action or inaction of District personnel.

13. PERIOD FOR ACCEPTANCE OF PROPOSALS

A. In order to allow for adequate evaluation, the District requires a response to this Solicitation to be valid and irrevocable for 120 calendar days after submittal date and time.

B. No Proposer may withdraw a Proposal within 120 days after the Proposal Due Date. Mistake on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specific period; the time may be extended by mutual agreement between the District and the Proposer.

14. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

A. Modification or Withdrawal

Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to Section 8, "Questions and Requests for Clarifications" for contact information.

B. Mistakes in Proposals (Discovered Before Due Date)

A Proposer may correct mistakes in a Proposal prior to the time and date set for due date by submitting a replacement Proposal clearly indicating it supersedes the original submittal.

15. EX-PARTE COMMUNICATIONS

Proposers and Proposers' representatives may not communicate with the District's Board members except in writing and if the communication is made public. Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. There shall be no communication with any officer, director, employee, or agent of the District, except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

16. CONFIDENTIALITY

A. All responses to this RFP become property of the District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq).

- Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and any Proposer regarding the procurement, shall be available to the public.
- B. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. The District will not honor such designations and will disclose submittals so designated to the public.
- C. If Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information.
- Proposer shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.
- D. If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

17. OTHER GOVERNMENTAL AGENCIES

In the event that one or more other governmental agencies may wish to utilize this Contract to purchase goods and services in accordance with the terms and prices indicated herein, the following provisions apply. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the District. Contractor shall invoice such public agencies as separate entities. The District shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. Contractor shall release, defend (with counsel reasonably satisfactory to District) and indemnify District and its directors, officers, employees and agents (collectively, "Indemnitees"), from and against all liability, cost, and expense for loss of or damage to property and for injuries to any person when arising or resulting from acts or omissions of Contractor in connection with such contracts or purchases by other public agencies.



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART II

SCOPE OF SERVICES / SPECIFICATIONS

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1. PURPOSE

The Alameda County Water District (District) is currently creating an Employee Development Training Program (Program) and is seeking qualified firms to submit proposals to conduct customized instructor led supervisory, management and leadership, and general business skills training. The Contractor will be required to work collaboratively with the District to support workplace training goals in support of the New Employee Development Training Program. Web-based trainings may be considered but more points will be given for instructor-led trainings as set forth in Part I, Section 11.

2. SCOPE OF SERVICES

The District is seeking on-site and/or web-based not-for-credit instructor-led employee development training. The training sought under this engagement shall be short courses (i.e. one hour, half day, full day, 2-4 half day sessions, etc.) with no more than two (2) scheduled instructor-led courses per month per subject matter course.

The curriculum can be standard/“off-the-shelf” from Contractor but must be customizable to the District, if needed. The District will accept proposals for non-traditional employee training services such as, but not limited to, webinars or seminar programs. If, in your professional opinion, your firm can enhance training opportunities, please propose additional services or programs available and the projected benefits they would afford the District.

The District seeks three (3) types of training services, at a minimum:

- 1) Introduction / basic supervisory skills (Target audience: first-line supervisors, new supervisors, or those interested in becoming supervisors)
- 2) Manager, pre-executive leadership skills training (Target audience: mid/top level managers and/or those preparing for an executive position)
- 3) General work/business skills such as computer skills, business writing, research/analysis/report writing skills, etc. (Target audience: all employees)

A sample list of anticipated training topics by audience group per the Employee Development Training Program Course List is referenced in Appendix B, ‘Sample Course Schedule & Program Course List’. Exact courses and target audience determination are subject to change at any time, based on the needs of the District and development of the Program. Proposer should identify which of these topic areas and any others they propose and have developed curriculum for.

A. Training Delivery

Training services can encompass a variety of training formats and deliverables as described below.

- 1) Classroom– Offered in a short course instructor led training (ILT) format.
- 2) Blended learning – Combining face-to-face classroom methods with e-learning activities to form an integrated instructional approach.

- 3) Online – Delivered through a web browser or mobile device to be conveniently accessed anytime and anyplace.
- 4) Webinars – Live online training and/or recordings of live instructor led training.

B. Curriculum

- 1) Successful proposer(s) shall tailor the course content to the appropriate audience, as outlined above in Section 2, and must contain professional development topics designed to enhance the skills and abilities of District employees.
- 2) Successful proposer(s) must identify expected outcomes of the class, which will enable the participant to utilize his/her learning in the workplace.
- 3) Successful proposer(s) must have their own training content, provide trainers who are certified to train on 3rd party content, and/or be willing to create content based on the needs of the organization without charging fees for curriculum design.
- 4) Successful proposer(s) should have the ability to customize training curricula to fit public sector vocabulary as well as customization based on feedback from employee evaluations and District staff.
- 5) On-Site courses, requiring computer access, shall be performed for up to 20 District employees at a time.
- 6) On-Site courses, not requiring computer access, shall be performed for up to 60 District employees at a time.
- 7) Below are training topics illustrative of the kinds of courses that the District is seeking, including but not limited to:
 - Supervisory and Leadership (supervisory skills, leadership skill, conflict resolution, delegation, giving employee feedback, performance evaluations, etc.)
 - Communication (business writing, presentations, public speaking, conflict resolution, writing for analysts, etc.)
 - Employee Development (research and analytical skills, forming recommendations, memo and report writing skills, customer service, change management, team building, collaboration, etc.)
 - Career Development (values & ethics, project management, stress management and organization/planning/time management, etc.)
 - Technology (Microsoft Office product skills, etc.)

C. Class Scheduling Process

- 1) Classes will be determined by the District on a six-month planning basis depending on demand and resources.
- 2) Successful proposer(s) must be available to schedule employee development training classes, in coordination with the District, during regular business hours (M-F: 8:00 AM – 5:00 PM) at least three (3) months prior to schedule start date.

D. Locations

- 1) On-Site training will be conducted at the District's headquarters at the following address:

Alameda County Water District
43885 South Grimmer Boulevard
Fremont, CA 94538

Trainings may also be conducted at other District facilities located within Fremont, Newark and Union City as facility resources and audience demand.

- 2) Proposals for trainings occurring at off-site locations, such as part of a larger training program, cohort, seminar series, etc. must be located no more than two (2) hours driving distance from District headquarters.

E. Class Materials

Successful proposer(s) shall provide materials for courses. This includes preparing all participant materials (guides, handouts, exercises, books, job aides, etc.) that:

- 1) Provide key content related to the course topics that are current, relevant and geared towards working public sector professionals.
- 2) If applicable, include a Resource page where participants can obtain additional information on the topic (websites, books, professional associations, blogs, etc.).
- 3) Make certain that no copyright permissions are violated.
- 4) Make use of appropriate audio/visual equipment.

F. Trainers/Instructors

- 1) Trainers provided and assigned shall be high quality instructors on a consistent basis to deliver customized training as needed by the District.
- 2) All instructors shall maintain and update each training syllabus, introduce and follow objectives for each class, complete training as described, and utilize training aids such as the projection system.
- 3) Trainers should have knowledge of and experience with audio/visual equipment and technology.
- 4) Instructor shall demonstrate active listening and facilitation skills, communicate effectively both orally and in writing, and speak effectively before large and small groups.
- 5) Trainers should perform the role of facilitator, and effectively utilize group dynamic skills and techniques.

G. Performance/Quality Standards

Contractor will:

- 1) Immediately provide feedback surveys and attendance records to the Human Resources Division. Contractor will also immediately provide any feedback regarding employee complaints to the Human Resources Division.

H. Class Cancellation Policy

- 1) If enrollment is low (below the minimum ten (10) participant requirement), District will notify Contractor of cancellation at least ten (10) business days prior to the course date with no penalty.
- 2) For classes that fail to happen as scheduled, with less than 3 business days' notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day. Penalties, if any, will be deducted from amounts owed to the Contractor.

5. DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

- A. Access to District facilities during business hours
- B. Setting up the training classroom
- C. On-site training room with space for a maximum of 20 participants for courses requiring use of computers and 60 for courses without computers.
- D. Table, chairs, white boards, markers
- E. Computers
- F. Flip chart
- G. Coffee, water
- H. Sign-in sheet
- I. Employee course registration services



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART III

PROPOSAL CONTENT AND SUBMISSION

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1. PROPOSAL CONTENT

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the requirements of this RFP and the Agreement for Services and its implementation. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP, unless otherwise indicated in the proposal.

In order to facilitate the Proposer's preparation of its proposal and the District's review of the same; proposals shall be limited to 30 pages, not including the Letter of Introduction, table of contents, single page resumes of trainers/instructors selected for the project, certifications and other required forms. Proposals should be prepared on recycled content paper, where possible. Proposers are required, if able, to submit double-sided proposals. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

A. Letter of Introduction

A signed Letter of Introduction, on company letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this RFP and highlight any unique qualifications.

B. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

C. Approach to Scope of Services

The proposal should set forth a comprehensive description of the approach to providing the Services required in Part II, Section 2 "Scope of Services" and should clearly demonstrate an understanding of the District's requirements. The training program must include topics, at a minimum, as referenced in Appendix B, "Sample Course Schedule & Program Course List".

Provide a detailed course curriculum identifying the following, at a minimum:

- Course name
- Topic (supervision, communication, career development, etc.)
- Outcomes of the class that will enable the participant to utilize his/her learning in the workplace
- Audience level (supervisor, manager, employee, etc.)
- Mode(s) of instruction
- Minimum duration of each course (hours)
- Number of sessions per course

The curriculum subject matter must be applicable to the types of training required in this solicitation. Provide the principles and techniques, when working collaboratively with the District, to design and develop a custom curriculum. Include sample instructional training materials and/or handouts for each course, including but not limited to: Power Points, handouts, manuals, exercises, study/work aides, simulations, quizzes, and tests for each course.

In addition, provide a sample course schedule. See Appendix B, "Sample Course Schedule & Program Course List" for a sample of the type of course schedule that could be proposed to the District.

D. Cost Proposal

The cost must be presented as a firm fixed cost per course for services necessary to accomplish the stated scope of services. No minimum or maximum service usage by the District is guaranteed or implied. The proposed cost shall be fully loaded and include all fees including, but not limited to, indirect labor costs, overhead, profit, materials, scheduling, books, feedback surveys, curriculum design, trainers/instructors, travel, etc.

E. Proposer's Qualifications and Experience

The following information should be included in the proposal:

1) Qualifications and Experience of Proposed Trainers/Instructors

Provide the names of individuals who would be directly engaged in the performance of the scope of services. Identify the trainers/instructors and outline the Proposer's team capacity to successfully perform the desired services. The Proposer's individuals who will be assigned to perform services will be an important factor considered by the Evaluation Committee. For each of these individuals, please submit:

- a) A summary of the proposed trainer/instructor experience, knowledge and level of expertise in providing similar services for public agency clients.
- b) Provide resumes for the proposed trainers/instructors. Resumes shall not count towards the 30 page proposal.

2) Qualifications and Experience of Firm

Describe the firm, its size and organization, the number and location of offices, and general operational structure, as well as its management and technical personnel. Identify services the firm has provided to other public entities. Describe those aspects of the firm that pertain to the ability to provide superior service for the scope of services described under this RFP. Evidence of certification and licenses, if applicable, must be submitted.

Additionally, provide contact information for up to a maximum of three (3) client references for which the Proposer has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed, including names of contact persons, addresses, telephone numbers and email addresses. The references should be no longer than one (1) page each and will not count towards the 30 page limit.

Provide evidence that the firm meets minimum requirements set forth in Part I, Section 5.B.

F. Exceptions to RFP Documents

Submittal of a proposal shall be deemed as acceptance of all the terms set forth in this RFP and the Services Agreement; unless the Proposer includes with its proposal, in writing, any exceptions or modifications. Such exceptions and modifications shall be set forth in the Exceptions to Solicitation Documents form located in Appendix A. The District will not consider any exceptions received after the proposal due date.

G. All Required Forms

Submit all the required forms provided in this solicitation, as set forth in Appendix A "Forms."

2. PROPOSAL SUBMITTAL

A. Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly identified with "**RFP-16/17-15 – Employee Development Training**" and addressed to:

Jillian Ragia, Buyer II
Procurement & Contracts Division
Alameda County Water District
43885 South Grimmer Blvd.
Fremont, CA 94538

Proposals must be received in the Procurement & Contracts Division before **November 17, 2016 by 2:00 p.m.** Proposals received after this time will not be considered and will be returned unopened.

1) Hard Copies

Proposers must submit one (1) original and three (3) hard copies of their proposal.

2) Electronic Media

Proposers shall also submit one (1) USB Flash Drive or one (1) CD-ROM in Microsoft Word and searchable PDF format.

B. Cost of Proposal Development

This solicitation does not commit the District to enter into an Agreement, nor to acquire or contract for any services, nor to pay any costs which the Proposer incurred in the preparation or presentation of a proposal.

C. Validity of Proposals

Submission of a proposal shall constitute a firm offer to the District for 120 calendar days from the proposal due date.

D. Withdrawal of Proposal

A Proposer may withdraw its proposal any time before the date and time of the proposal due date, without prejudice, by submitting a written request for its withdrawal to the District's Procurement and Contracts Division. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if the District fails to award an Agreement within the proposal validity period prescribed above in Section 2.C, "Validity of Proposals," or any agreed-upon extension thereof.

3. SUBMITTAL REQUIREMENTS

In order for firms to be considered responsive to the requirements of the District, as set forth in this RFP, the following submittals are to be included with its response:

- A. Proposal including Table of Contents and Letter of Introduction
- B. Approach to the Scope of Services
- C. Course Curriculum and Sample Training Materials
- D. Completed Excel Workbook, Appendix C, "Cost Proposal & Sample Course Schedule by Month"
- E. Resumes of Proposed Trainers/Instructors
- F. References, Form 3, Appendix A – Minimum of three (3) references covering a three (3) year period
- G. Evidence of required Certifications, Licenses and Credentials of Consultant and Proposed Trainers/Instructors

- H. Evidence of Insurance – Per Appendix D, Sample Agreement, Section 8 “Insurance”
- I. Exceptions to Solicitation Documents, Form 2, Appendix A
- J. Proposer Qualifications, Form 1, Appendix A
- K. Acknowledgement of Addenda, if applicable



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX A

FORMS

PROPOSER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to Request for Proposals No. RFP 16/17-15, Employee Development Training.

I certify that the following information submitted is true and correct:

The firm has been engaged in performing similar services to those under this Solicitation for a minimum of five (5) years.

The proposed trainer(s) have been engaged in performing similar services to those under this Solicitation for a minimum of three (3) years.

1. NAME OF PROPOSER: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NO.: _____

4. EMAIL: _____

5. OFFICIAL REP. & TITLE: _____

6. SIGNATURE: _____

7. DATE: _____

EXCEPTIONS TO SOLICITATION DOCUMENTS

Submittal of a proposal shall be deemed acceptance of all the requirements and terms set forth in this RFP and the sample Agreement, respectively, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer to this RFP or the sample Agreement. Please select one of the two options below.

I, _____, an authorized representative of _____, have read, understand and confirm my acceptance of all the requirements of the District's RFP and the terms of its sample Agreement without any exceptions.

I, _____, an authorized representative of _____, have read the requirements of the District's RFP and the terms of its sample Agreement and hereby stipulate the following exceptions:

REFERENCES FORM

If Proposer has not done business with the District within the previous five (5) years, please provide three (3) references for contracts of similar scope and size completed within the last three (3) years. These customers may be contacted by the District. Responses will be considered by the District during the proposal evaluation process.

1. Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____ Duration of Contract: _____

2. Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____ Duration of Contract: _____

3. Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____ Duration of Contract: _____



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX B

SAMPLE COURSE SCHEDULE & PROGRAM COURSE LIST

SAMPLE COURSE SCHEDULE BY MONTH

Below is a sample, for informational purposes only, to offer a sense of what type of course schedule could be proposed to the District. Please note that the information below is just an example and does not represent the actual courses or course types required in this solicitation.

NOTE: Maximum of two (2) scheduled ILT training courses per month as referenced in Part II, Scope of Services, Section 2, "Scope of Services".

Course No.	# Sessions	HRS	# Employees	Course Title	Audience	Type	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
1	2	3	60	Supervisory skills	S	ILT /Blended	x									x	
2	2	3	60	Leadership skills	S/M	ILT /Blended		x				x					
3	1	2	60	Conflict Resolution	S/M	ILT /Blended			x								
4	1	4	60	Delegation	S	ILT /Blended				x							
5	1	4	60	Performance Evaluations	S	ILT /Blended					x						
6	2	3	60	Business Writing	A	ILT /Blended						x					
7	1	2	20	Presentations	A	ILT /Blended							x				
8	2	2	20	Public Speaking	A	ILT /Blended								x			
9	1	4	60	Basic Math	A	ILT /Blended				x					x		

NOTE: Maximum of two (2) scheduled ILT training courses per month as referenced in Part II, Scope of Services, Section 2, "Scope of Services".

ILT = Instructor led training

Blended = ILT combined with e-learning

Webinars = Live webinars and/or recordings of live webinars

Audience: S = Supervisor, first-line, new, pre-supervisors

M = management, pre-executive managers

A = all employees

SAMPLE COURSE SCHEDULE BY MONTH (Continued)

Course No.	# Sessions	HRS	# Employees	Course Title	Audience	Type	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
10	1	2	60	Customer Service	A	ILT										x	
11	1	2	60	Change Management	S/M	ILT											x
12	2	2	60 / Unlimited	Team Building	S/M	ILT / Webinar			x								
13	1	2	60	Time Management	A	ILT	x								x		
14	1	2	60	Values & ethics	M	ILT		x						x			
15	1	2	60 / Unlimited	Stress Management	A	ILT / Online			x				x				
16	1	4	20 / Unlimited	Microsoft Office	A	ILT / Online	x	x	x	x	x	x	x	x	x	x	x

NOTE: Maximum of two (2) scheduled ILT training courses per month as referenced in Part II, Scope of Services, Section 2, "Scope of Services".

ILT = Instructor led training

Blended = ILT combined with e-learning

Webinars = Live webinars and/or recordings of live webinars

Audience: S = Supervisor, first-line, new, pre-supervisors

M = management, pre-executive managers

A = all employees

EMPLOYEE DEVELOPMENT TRAINING PROGRAM COURSE LIST

Supervisory Skills - Audience: first-line, new, pre-supervisors
Writing and Delivering Performance Evaluations
Motivating Employees: Coaching and Providing Feedback
Performance Improvement Plans: Development and Management
Employee Discipline Process
Disability and Leave management - FMLA, ADA, Reasonable Accommodation, Confidentiality
Diversity in the Workplace
Group Facilitation/Motivation
Conflict Resolution & Emotional Intelligence
Delegation
Grievance Process & Workplace Investigations
Identifying and Preventing Sexual Harassment & Retaliation
Labor relations
Managing Difficult Employees
Conducting Effective Meetings
Top-Down Communication - Adapting Your Style for Your Team
Accident Reporting & Reasonable Suspicion
Hiring and Recruitment Process and Practices
Decision making
Team building

EMPLOYEE DEVELOPMENT TRAINING PROGRAM COURSE LIST (Continued)

Leadership/Management Skills - Audience: managers, pre-executives
Conflict Resolution
Creating a Mission/Vision/Goals
Motivating Employees
Situational Leadership
Ethics in the Workplace
Strengths-Based Leadership
Change Management
Identifying Your Leadership Style
Budget Management

General Skills - Audience: all employees
Communication Skills
Customer Service Standards and Best Practices - internal and external customers
Project Management
Presentation Skills
Business Writing: research, analysis, forming recommendations
Problem Solving/Decision Making Basics
Career Development
Time Management/Planning/Organization
Microsoft Office products



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX C

COST PROPOSAL & SAMPLE COURSE SCHEDULE BY MONTH

Separate excel file, included with this RFP



PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX D

SAMPLE AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the ALAMEDA COUNTY WATER DISTRICT ("DISTRICT") located at 43885 South Grimmer Boulevard, Fremont, CA 94538 and XXXXXX ("CONTRACTOR"), located at XXXXXXXXXXXXXXX ("PARTIES").

WHEREAS, the DISTRICT desires to obtain employee development training services (Services) and issued a Request for Proposals 16/17-15 "Employee Development Training", dated _____, a copy of which is attached and incorporated as Attachment 1.

WHEREAS, the CONTRACTOR is ready, willing and able to furnish such services and has submitted a proposal dated, _____, a copy of which is attached and incorporated as Attachment 2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement. CONTRACTOR represents that it will exercise the same degree of professional care, skill, efficiency, and judgment ordinarily used by consultants providing similar professional services. CONTRACTOR at all times will comply with all federal, state, and local laws, regulations and policies applicable to the services performed pursuant to this Agreement.

2. SCOPE OF SERVICES

The scope of the CONTRACTOR's services is set forth in Attachment 1, as supplemented by Attachment 2. However, to the extent that Attachment 2 is inconsistent with Attachment 1, Attachment 1 will govern over Attachment 2.

3. TERM OF AGREEMENT

The base term of this Agreement will be for a one (1) year base term commencing upon the DISTRICT's issuance of a written Notice to Proceed (NTP). The DISTRICT reserves the right, at its sole discretion, to exercise up to four (4) additional one-year option(s) to extend the Agreement, at current prices plus "Economic Price Adjustment" adjustments, if any, pursuant to Section 10. If the DISTRICT determines to exercise the first and/or subsequent option terms, the DISTRICT will give the CONTRACTOR at least 60 days written notice of its determination.

It is further understood that the base term of the Agreement or any option terms granted thereto are subject to the DISTRICT's right to terminate the Agreement in accordance with Section 15 of this Agreement.

4. OWNERSHIP OF WORK

With the exception of Contractor's existing intellectual property, all reports, designs, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, by CONTRACTOR, its employees, subcontractors, or agents under this Agreement ("Work Product") shall be and are the property of the DISTRICT.

The DISTRICT shall be entitled to access and to copy the Work Product during the progress of the work. If requested by DISTRICT, CONTRACTOR shall deliver one copy of the Work Product remaining in the hands of the CONTRACTOR, or in the hands of any subcontractor, upon completion or termination of the work.

CONTRACTOR assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of copyright in the Work Product. The DISTRICT may utilize any material prepared or work performed by CONTRACTOR pursuant to this Agreement, including computer software, in any manner which the DISTRICT deems proper without additional compensation to CONTRACTOR. CONTRACTOR shall have no responsibility or liability for any revisions, changes, or corrections to the Work Product made by the DISTRICT, nor for any use or reuse of the Work Product for any purpose other than the Work unless CONTRACTOR accepts such responsibility in writing.

The CONTRACTOR shall not disclose Work related data or information without the prior written consent of the DISTRICT.

5. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any Services to be performed under this Agreement without the prior written approval of the DISTRICT. CONTRACTOR may subcontract with service firms engaged in drawing, reproduction, typing and printing without the prior written consent of the DISTRICT. CONTRACTOR shall be solely responsible for reimbursing any subcontractor and the DISTRICT shall have no obligation to them.

6. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 9 or in the term of the Agreement as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency.

The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. RESPONSIBILITY; INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, keep and save harmless the DISTRICT, and its board members, officers, agents, and employees against any and all suits, claims, actions, damages, liabilities, costs, and expenses (collectively, "Liabilities") for any personal injury (including death, bodily injury, emotional or mental distress, and loss of consortium), property damage, intellectual property infringement, or financial or economic loss that arises out of, pertains to, or relates to the negligence, recklessness, or the willful misconduct of the CONTRACTOR, its employees, subcontractors, or agents to the extent that such Liabilities arise out of the performance (or non-performance) of this Agreement. This duty to indemnify includes any proceedings, actions, damages, or penalties due to the violation of any governmental law or regulation, the compliance with which is the responsibility of the CONTRACTOR, its employees, subcontractors, or agents. CONTRACTOR further agrees to defend any and all such actions, suits, or claims, and pay all charges of attorneys and all other incurred costs and expenses relating to the investigation, defense, negotiation, or settlement of any action, suit, or claim, and to reimburse the DISTRICT for any and all legal and other costs and expenses incurred by the DISTRICT in connection with the defense of such actions, suits, or claims. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same to the extent that the judgment is based on the CONTRACTOR agreement to indemnify as set forth in this section. This indemnification obligation will survive the termination or expiration of this Agreement. CONTRACTOR shall require its subcontractors to similarly indemnify, defend, and keep and save harmless, the DISTRICT.

8. INSURANCE

The CONTRACTOR will be required to secure insurance as indicated below.

A. Insurance Requirements: The CONTRACTOR shall, at their expense, procure and maintain during the life of the Contract all the insurance on all of their operations in companies acceptable to the District, as required by this section, and shall submit Certificates of Insurance to the District. The notice to proceed shall not be issued, and the CONTRACTOR shall not commence work until such insurance has been approved by the District.

Acceptance of the Certificates shall not relieve the CONTRACTOR of any of the insurance requirements, nor decrease the liability of the CONTRACTOR. The District reserves the right to require the CONTRACTOR to provide Insurance Policies for review by the District in the event there is a dispute regarding the scope and coverage of insurance.

- B. Workers' Compensation Insurance: The CONTRACTOR shall take out and maintain during the life of the Contract, Workers' Compensation and Employers' Liability Insurance for all employees on the project. Employers' liability insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. In lieu of evidence of Workers' Compensation Insurance, the District will accept a Self-Insuring Certificate from the State of California. The CONTRACTOR shall require any subcontractor to provide evidence of Workers' Compensation and Employers' Liability Insurance, all in strict compliance with California State Laws.
- C. General Liability Insurance: The CONTRACTOR shall also secure and maintain during the life of the Contract such General Liability Insurance as shall protect the District, its directors, officers, employees, and agents from claim which may arise from operations under this Contract, whether such operations are by itself, by any subcontractor, or by anyone directly or indirectly employed by either of them. CONTRACTOR shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of District for bodily injury, property damage, and personal injury liability for the limits of liability indicated below and including, but not limited to, coverage for:
- premises and operations;
 - products and completed operations;
 - contractual liability insuring the obligations assumed by CONTRACTOR in this contract;
 - broad form property damage (including completed operations);
 - explosion, collapse and underground hazards;
 - bodily injury;
 - property damage;
 - arrest, false imprisonment, malicious prosecution, defamation of character, libel and slander alleged to have been caused by CONTRACTOR or employees of CONTRACTOR or subcontractors;
 - personal injury liability; and
 - accidental spillage, cleanup and other related costs.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits where applicable, shall apply separately to CONTRACTOR work under this Contract.

This Liability Insurance shall be in an amount not less than \$1,000,000 for each occurrence.

Broad form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$25,000 without approval of the District.

- 1) One of the following coverage forms is required:
 - a. Comprehensive General Liability Commercial
 - b. General Liability (Occurrence)
- 2) If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 Aggregate
- 3) If CONTRACTOR carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
 - a. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - b. \$1,000,000 for Personal Injury Liability
 - c. \$2,000,000 Aggregate for Products-Completed Operations
 - d. \$2,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Contract or if Defense Costs are included in the aggregate limits, then the required aggregate limits shall be \$2,000,000.

- 4) With respect to whichever general liability policy form is furnished, District, its officers, directors, employees and agents shall be named as Additional Insured per Additional Insured Endorsement CG20 10 10 93 or equivalent. This Endorsement is to be attached to insurance certificates submitted to the District. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with Contractors insurance. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

- D. Automobile Liability Insurance: The CONTRACTOR shall take out and maintain during the life of the Contract, Automobile Liability Insurance (Bodily Injury and

Property Damage Liability) including coverage for all owned, hired, rented, leased and non-owned automobiles.

The limits of liability shall be not less than \$1,000,000 Combined Single Limit for each accident and \$1,000,000 for each occurrence for work on public roadways.

1) If a CONTRACTOR's vehicle is used in the performance of work on District property or at a jobsite then with respect to the automobile liability policy that is furnished, District, its officers, directors, employees and agents shall be named as Additional Insured. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with this insurance. The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

E. Certificates of Insurance: Certificates of Insurance shall be furnished by CONTRACTOR to District before any work is commenced hereunder by CONTRACTOR. The Certificate of Insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to District. District is to be notified if insurance is cancelled for any reason. If CONTRACTOR does not comply with this Section, District may, at its option, provide insurance coverage to protect District and charge CONTRACTOR for the cost of that insurance. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall not limit or relieve CONTRACTOR of the duties and responsibilities assumed by it under this Contract.

F. Waiver of Subrogation - The referenced policies and any Excess or Umbrella policies, where applicable, shall contain a waiver of subrogation in favor of the Alameda County Water District and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

G. Deductibles and Self-insured Retention:

Any deductibles or self-insured retention must be declared to ACWD.

H. District and CONTRACTOR waive all rights against each other and against all other contractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

- I. The requirement for carrying insurance hereunder is cumulative and shall not be in derogation of other provisions of this Contract.
- J. Insurance carrier must have a Best's Rating of "A-VII" or better.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

9. COMPENSATION

The CONTRACTOR agrees to perform all of the work set forth in Attachment 1, as further supplemented by Attachment 2 at the prices set forth in Attachment 2. Total compensation over the one (1) year base term with four (4) one-year options of this Agreement shall not to exceed (\$_____). All invoices shall reference the Agreement number. The amount shall include all labor, materials, taxes, profit, overhead, insurance, travel, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

10. ECONOMIC PRICE ADJUSTMENT

All prices will remain firm for the base term of the Agreement period. Any de-escalation/escalation in prices may be approved on an annual basis thereafter at the sole discretion of the District. Requests for price adjustments must be made by the CONTRACTOR in writing at least 60 days in advance of the expiration of the base term and any subsequent option terms, if exercised. The baseline for determining price adjustments will be based upon the effective date of the Agreement. All requests for price increase or decrease are subject to review and approval by the District. The maximum increase will have a ceiling of 3.5% annually and a net decrease of 3.5% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, Table 13, average increase or decrease for the most recent 12 months, (see <http://www.bls.gov/news.release/eci.t13.htm>).

11. MANNER OF PAYMENT

Payment shall be made upon approval of invoices, no more than once a month. All invoices shall reference the agreement number. The DISTRICT shall make payments to the CONTRACTOR for satisfactory Services performed and the costs of such services within thirty (30) calendar days from the date the DISTRICT receives the CONTRACTOR's invoice. All invoices and supporting documentation, clearly identifying the Agreement number, shall be submitted by email, addressed to Jen Rogers, Human Resources/Risk Manager, at accounting@acwd.com and Jennifer.Rogers@acwd.com.

12. CONTRACTOR'S STATUS

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

13. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT.

14. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations or agreements, either expressed or implied, beyond such as are explicitly stated in this Agreement.

15. DISTRICT REPRESENTATIVES

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager shall designate in writing from time to time, shall represent and act for the DISTRICT on the day to day activities under this Agreement. For strictly contractual matters relating to this Agreement, an authorized representative of the Procurement and Contracts Division, shall represent and act for the District.

16. TERMINATION

The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the DISTRICT shall pay CONTRACTOR in accordance with the provisions of Sections 9 and 10 all sums actually due and owing from DISTRICT for all services satisfactorily performed up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such suspension or termination.

If the Agreement is terminated for default, the DISTRICT shall remit final payment to CONTRACTOR in an amount to cover only those services performed in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

17. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the DISTRICT to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement, if requested.

18. RELEASE OF INFORMATION

CONTRACTOR shall not release any reports or other information prepared in connection with this Agreement without the approval of the General Manager.

19. KEY PERSONNEL

_____ shall serve as the primary staff person of CONTRACTOR to oversee all of the services under this Agreement. The other principal participants shall be individuals identified by position title in Attachment 2.

20. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's Contract Administrator and the CONTRACTOR's Account Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Alameda County Water District
43885 South Grimmer Blvd
Fremont, California 94538
Attention: Procurement & Contracts Division

If to the CONTRACTOR: XXXXXXXX
XXXXXXXX
XXXXXXXX
Attention: XXXXXXXX

The address to which mailings may be made may be changed from time to time by mailed notice as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

21. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

22. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California, venue the courts of the County of Alameda.

23. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

24. SEVERABILITY

Should any provision, or portion of a provision, herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, or portion of such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the last signature date set forth below.

ALAMEDA COUNTY WATER DISTRICT

CONTRACTOR*

By: _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

District Secretary

*If CONTRACTOR is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.