1. GENERAL INFORMATION FOR CONTRACTOR TRAINERS

1.1 Summary Scope of Work

The City of Santa Cruz, Public Works Department, Environmental Compliance Program is inviting qualified and interested firms to submit proposals for contractor services to cooperatively and jointly develop a Hazardous Waste Operations and Emergency Response (Hazwoper) Training (Hazwoper Training) for up to 20 professional City staff and personnel as summarized in **Request For Proposals** ("RFP") section 2.1.

The purpose of this contract will be for the contractor to develop a syllabus for the training, and to execute the actual annual training of various staff for compliance with OSHA regulations consistent with 29 CFR 1910.120 and 1926.65. (Hazwoper) with specific inclusion of the following:

- Identify site-specific considerations for hazardous chemical and biological exposure at:
- Municipal/Regional sewer installations; Municipal/Regional Landfill installations; Water/Wastewater systems; Wastewater collection installation and associated infrastructure.
- Identify, document and teach OSHA-compliant methods and practices for working at the identified risks.
- Provide hands-on training and exercises to provide trainees with opportunities to become familiar with equipment and safe practices in a non-hazardous setting.
- Provide structured time and opportunity to ask questions where material is unfamiliar to them.
- Provide details for annual maintenance of certification processes for the trainees and future enrollees;
- Develop evaluation factors and for each method and management practice included in the above; and apply the same during the training;
- Develop a methodology for certifying compliance with 29 CFR 1910.120 and 1926.65 (Hazwoper) in all its stipulations, and apply the same for all successful trainees.
- Propose California OSHA specific deviations where they might be applicable within the syllabus; and
- Provide the budget for all the foregoing.

All items identified in the training syllabus will be presented in electronic format that is reproducible for each participant.

1.2 Contact

If you have any questions concerning this solicitation, please call contact

Akin Babatola, Wastewater Laboratory/Environmental
Compliance Manager, at 831/420-6045
E-mail: ABabatola@Cityofsantacruz.com.

1.3 Proposal Deadline

Proposals are due no later than 2:00 PM October 2, 2013.
All Proposals will be received by the Public Works Department, at WWTF Laboratory, 110 California Street, Santa Cruz, California, Attn: Akin Babatola, Wastewater Laboratory/Environmental Compliance Manager.
Late proposals may not be considered.

Contractors will deliver one simply bound original and two copies of the proposal in a sealed envelope before the due date and email an *electronic copy* of the proposal and any attachments to ABabatola@Cityofsantacruz.com on the next business day after the due date. The City prefers proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

1.4 Proposal Evaluation and Award

A contract for annual Hazwoper Training will be awarded based on the following criteria:

1. Proposal is responsive when received on time and completed per instructions,
2. Proposal is compliant with specifications and OSHA standards,
3. Contractor is offering the lowest overall price for the best value (methodology detailed in section 3 of this solicitation),
4. Contractor is responsible; City may consider:
   a. Possession of industry standard licensing and/or certifications;
   b. Financial responsibility of the contractor;
   c. Experience of the contractor;
   d. Adequacy of equipment of the contractor;
   e. Past performance of the contractor;
   f. Declared delivery date;

Contractors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the contractor. If exceptions are not explained, the contractor will comply with the specifications as stated in this solicitation.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

1.5 Organization of this RFP Document

The Request For Proposals (RFP) is organized in these sections:

Section 1- General Information:
Contains summary scope of work, contact information, proposal due date, and general background information.

Section 2- Specifications:
Provides details regarding the contract requirements.

Section 3- Process Instructions:
Contains the tentative RFP schedule, explains how the proposals will be evaluated, and presents administrative information on the conduct of the RFP process.

Section 4- Terms and Conditions:
Details the City's standard contract terms and conditions.

Section 5- Proposal Cover Page:
Provides basic contractor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.

Section 6- RFP Questionnaire:
Presents questions for contractor response.

Section 7- Fee Schedule:
Provides format for submitting pricing. Fee Schedules will include all costs incidental in performing the work to develop an annual 40-Hour Hazwoper Training and certification according to this solicitation.

Attachment A- Local Business Preference Certification

SECTION 2: SPECIFICATIONS

2.1 Background

The City of Santa Cruz has staff at several facilities that may require Hazwoper training per OSHA requirements at 29 CFR 1910.120 and 1926.65.
A brief description and address of the facilities that are under consideration for this training are as follows:

	CITY FACILITY NAME	LOCATION	DEPT
1.	Resources Recovery Center	Dimeo Lane	Public Works
2.	Wastewater Treatment Facility	110 California Street	Public Works
3.	Graham Hill Water Treatment Plant	715 Graham Hill Road	Water Dept

2.2 Project Overview

The successful contractor will produce a current training syllabus tailored to the predictable exposures to hazardous chemicals and biological agents in the work environment of staff at the City facilities listed above.
The syllabus will be developed from industry requirements, Cal OSHA mandates and through interviews with City staff at the sites listed above.
The contractor will produce a training schedule including hands on sessions required by the staff at those facilities to acquire adequate training for the 40 hour Hazwoper certification training at the Wastewater treatment Facility's Conference Room, and at specific field locations.
The syllabus will include provision for maintaining certification for those already credentialed in the Hazwoper certificate; and
The training will include verification of the staff's participation.

2.3 Responsibilities of Contractor

The successful contractor will ensure the following:

1. The assembly of materials designed to provide technical information for up to 20 professionals including persons with limited formal credentials in technical and scientific disciplines such as in areas of chemistry and/or physiology;
2. Structured schedule and opportunity to ask questions and ensure provision of answers and necessary resources for additional learning opportunities;
3. The use of hands-on training and exercises to provide trainees with an opportunity to become familiar with equipment and safe practices in a non-hazardous setting;
4. Inclusion of exposure scenario from water; wastewater, landfill; and collection systems; and
5. Validation of training with the issuance of a Hazwoper 40-hour training certificate after the course completion.

The successful contractor will work directly with the WWTF Laboratory/Environmental Compliance manager and associates to develop the final training plan.

2.4 Responsibilities of City

City staff will be responsible for providing all readily known information and provide access to each facility for interviews and inspection.

2.5 Contractor's Employee Conduct

Contractor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as

determined by the City. A removed employee(s) is not to work on City premises without the written consent of the City. The contractor will remove any employee from working in, or delivering to City facilities who is convicted of a felony during his/her employment.

SECTION 3: PROCESS INSTRUCTIONS

3.1 RFP Schedule

The City will make every effort to adhere to the following schedule:

Action	DATE
1. Issue RFP	August 1, 2013
2. Deadline for submitting additional questions	August 15, 2013
3. City response to additional questions	September 2, 2013
4. Proposal due date	October 2, 2013
5. Oral presentations for finalists (if necessary)	Tentatively scheduled between October 11, 2013 and October 18, 2013
6. Proposal evaluation completed	November 4, 2013
7. Notice of intent to award	November 22, 2013

3.2 Proposal Format

Proposals are due no later than 2:00 PM December 4, 2013. All Proposals will be received by the Public Works Department, WWTF Laboratory 110 California Street, Santa Cruz, California, Attn: Akin Babatola, WWTF Laboratory/Environmental Compliance Manager.
Late proposals may not be considered.

Contractors will deliver one simply bound original and three copies of the proposal in a sealed envelope before the due date and will email an *electronic copy* of the proposal and any attachments to ABabatola@Cityofsantacruz.com on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

The City will not be liable for any expenses incurred by contractors responding to this solicitation.

Proposals should be organized as follows:

1. **RFP Cover Page, Section 5:** Provides basic contractor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.
2. **Contractor Response to RFP Questionnaire, Section 6:** Answers should be complete and in the order presented. Make your proposal as short as possible and do not include generic marketing materials.
3. **Fee Schedule, Section 7:** Proposals shall not exceed an annual total cost of $5,000.00. Contractor may propose to provide the training for up to 5 years beginning in 2014. Contractor will not be allowed to charge for costs not included in the proposal. Initial contract will be awarded and paid through the standard City Purchase order for each year.
4. **Optional Appendices or Exhibits:** Contractors may include the local business preference certification form (attachment A), sample reports, peer review reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Contractor. Do not include generic marketing materials.

Contractors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the contractor. If exceptions are not explained, the contractor will comply with the specifications as stated in this solicitation.

3.3 Non-Response to RFP

In the event your business decides not to submit a proposal, please return the Proposal Cover Page, Section 5. It would be helpful if you indicated why your business did not wish to submit a proposal. Failure to respond to this RFP may result in the removal of your business's name from the bid list.

3.4 RFP Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the contractor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested contractors, or
- Posted on the City's website, www.cityofsantacruz.com, under Bidding Information, or
- Contractors may contact Akin Babatola, WWTF Laboratory/Environmental Compliance Manager, at 831/420-6045 or via email at ABabatola@Cityofsantacruz.com .

3.5 Proposal Evaluation

RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award.

Evaluation Criteria:

40% Cost

20% Experience and References – provide a brief description of three similar projects of Hazwoper Training and certifications that you have conducted that match our needs as closely as possible. Provide the name and contact information for references of each of the three projects.

10% Approach- description of process to be used

30% Ability to deliver (Qualifications): adherence to scope, timeline for creating conducting Training and report, resumes of individuals who will be involved and describe the role of each.

The evaluation will be conducted by the WWTF Laboratory/Environmental Compliance Manager or designee and a team of staff. This process may include an interview with designated representatives of the City.

3.5.1 Proposal Evaluation Criteria Definitions

a. Cost (40%), Section 7

The total cost of the contract will affect 40% of the overall evaluation. The lowest responsive offer will be given the full points for this criteria and higher offers will be scored proportionally using the following formula:

((Lowest responsive offer's price, including discounts & preferences / This offer's price, including discounts & preferences) * 100 = Pre-weighted score) * 40%

Proposed fees will be presented as not-to-exceed costs for the contract term and will include all

professional fees and expenses.

b. Contractor's Experience (20%), RFP Questionnaire, Section 6, Questions 1 – 3
Proposals will be evaluated for the Contractor's qualifications, experience and references. The criteria will also include an evaluation of the Contractor's longevity, projected financial stability, and performance on similar contracts.

c. Approach (10%), RFP Questionnaire, Section 6, Questions 4-7
Proposals will be evaluated for the Contractor's ability to provide annual 40-Hour Hazwoper Training and Certification for the City's staff deployed at the facilities identified herein.

d. Ability to Deliver (Qualifications) (30%), RFP Questionnaire, Section 7, Questions 8-10
Proposals will be evaluated for the contractor's ability to adhere to the scope, timeline for creating plan, resumes of individuals who will be involved and describe the role of each.

3.6 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to begin February 2014**.** Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

a. Proof of insurance as specified in section 4.1;
b. Documentation of all credentials necessary to legally perform the services specified;
c. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
d. Proof of a current City of Santa Cruz business tax certificate if the Contractor is located in, or performs services within, the City limits for more than 6 days annually.

The finalized contract will include the Specifications as listed in Section 2, the Terms and Conditions as listed in Section 4, the Contractor's response to Section 5 (RFP Cover Page), the Contractor's response to Section 6 (RFP Questionnaire), the Fee Schedule as described in Section 7, and any negotiated modifications agreed to by the parties.

3.7 Public Record

Proposals received will become the property of the City. All proposals and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

3.8 Award Protests

The City desires to foster cooperative relationships with contractors and to reach a fair agreement in a timely manner.

The City encourages contractors to resolve issues regarding the solicitation requirements or the procurement process through written correspondence and discussions at least 5 business days prior to the proposal due date. This will allow the City time to research the validity of the protest and either issue an addendum to the solicitation, cancel the solicitation, or determine the protest to be unfounded and proceed with the solicitation. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting contractor must

still submit a proposal in accordance with the proposal submittal procedures provided in this solicitation. Questions or concerns prior to the intent to award notice will be directed to:

Akin Babatola
Phone: (831) 420-6045
Email: ABabatola@Cityofsantacruz.com

Any contractor who unsuccessfully bids on a City contract may formally protest a contract award. Protest letters regarding a formal contract award will be directed to:

City of Santa Cruz
Attn: Mark Dettle, Public Works Director
809 Center Street, Room 201
Santa Cruz, California 95060

Protests regarding contracts that do not require Council approval (currently, all contracts under $100,000) are handled through the Department (Public Works) requesting the bid or proposal. Protest letters must be delivered to the respective Department Head (Public Works Director) within 5 business days after the written notice of intention to award is distributed by the City employee soliciting the bid or proposal.

Protest letters will include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- Name of City employee and Department designated as the contact in the original solicitation;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

The Department Head (Public Works Director) will review the protest and issue a written response within 10 business days. The decision of the Department Head will be final.

4. STANDARD TERMS AND CONDITIONS

4.1 Insurance Requirements

*The **successful Contractor only** will be required to submit a certificate of insurance before commencement of work.*

Prior to the beginning of and throughout the duration of the contract, the contractor will maintain insurance in conformance with the requirements set forth below. The contractor will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

4.1.1 Certificate Requirements

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 809 Center St, Rm 7, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insured.

4.1.2 Minimum Scope and Limits of Insurance

The contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by the contractor. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): 1,000,000* (Including products and completed operations)
  Proof of coverage for $1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- *Automobile Liability: $1,000,000*
  Proof of coverage for $1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- *Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance: $1,000,000* per accident for bodily injury or disease.
- *Professional Liability (Errors and Omissions)*: *$1,000,000 per occurrence or claim, $2,000,000 aggregate.*

  The will maintain insurance appropriate to the contractor's profession; with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five years after date of completion of the contract work. The contractor agrees to purchase an extended period coverage for a minimum of five years after completion of contract work.

4.1.3 Other Insurance Provisions

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

- *Additional Insured Status*
  The City, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- *Primary Coverage*
  For any claims related to this contract, the Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers will be excess of the contractor's insurance and will not contribute with it.
- *Notice of Cancellation*
  Each insurance policy required above will provide that the City will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- *Waiver of Subrogation*
  Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.

- *Deductibles and Self-Insured Retentions*
  Any deductibles or self-insured retentions must be declared to and approved by the City. The City may at its option allow the Contractor to purchase coverage with a lower deductible or retention, or require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- *Acceptability of Insurers*
  Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- *Verification of Coverage*
  Contractor will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.2 Indemnification
Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from Contractor's negligence, recklessness, or willful misconduct in the performance of this agreement.

4.3 Governing Law
The contract will be construed and interpreted according to the laws of the State of California.

4.4 Assignment
The City reserves the right to cancel contract if the contract is assigned without written consent of the City.

4.5 Subcontractors
Subcontractors to be used will be listed in the Contractor's proposal. Subcontracting of work after contract award and without prior approval of the City, may result in contract termination. If at any time, the City determines any subcontractor is incompetent or undesirable, Contractor will be notified and will be expected to immediately cancel the subcontract.

4.6 Contract Modifications
All changes to this contract will be approved by both parties in writing through an amendment to the contract.

4.7 Termination of Contract
The City or the contractor may terminate the contract for convenience by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The City or contractor may terminate the contract for material breach of contract by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the contractor will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the contractor will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the contract will become property of the City upon the termination date. The City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting contractor will be liable for the difference between the prices set forth in the terminated order and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, contractor will have no further claims against the City under the contract. Termination of the contract pursuant to this paragraph may not relieve the contractor of any liability to City for damages sustained by City because of any breach of contract by Contractor, and City may withhold any payments to contractor for the purpose of set-off until such time as the exact amount of damages due City from contractor is determined

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.8 Safety
All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards. Contractor will provide proof of compliance, if requested by the City. Before the start of work, the contractor will post signs and provide barricades to safely protect the public. At the completion of the work, the contractor will remove all signs and barricades.

4.9 Government Regulations
Contractor will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to the facilities master plan. This includes, but is not limited to, maintaining a current City of Santa Cruz Business Tax Certificate.

4.9.1 City of Santa Cruz Business Tax Certificate
Contractor will maintain a current City of Santa Cruz business tax certificate if:

a. Contractor is located in the City of Santa Cruz;
b. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
c. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.
   For additional information and licensing requirements, please call the Revenue and Taxation division at 831/420-5070.

4.10 Payment
All invoices will contain correct bid or contract pricing, the applicable purchase order number, and the name of the City employee making the purchase. Invoices will be sent to the division making the purchase. Contractor will submit invoices to the City within 60 days of delivery of goods or provision of service. Invoices with incorrect pricing will be returned to the contractor for correction. The City will pay approximately 30 days after acceptance of goods or services and receipt of correct invoice, whichever occurs last.

The City will take early payment discounts when the net payment period is over 15 days. The payment period will extend to the date that the invoices are paid.

Should the contractor become delinquent with any fees, Training items, or charges due to the City, the City will reduce any amount owed to the contractor by the delinquent amount owed to the City.

The City reserves the right to audit contractor records when necessary.

4.11 Optional Piggyback Provision
Contractors are requested to indicate on the Proposal Cover Page if they will extend the pricing, terms and conditions of this contract to other government agencies. If so, contractor will make this contract available to interested agencies for at least six months following the award of this contract. Interested government agencies may enter into their own contract with the successful contractor. They may negotiate minor changes in terms and conditions.

4.12 Equal Employment Opportunity
The City of Santa Cruz strongly supports equal employment opportunities for all and requires its contractors to ensure that effective policies and procedures concerning the prevention of illegal discrimination and harassment exist in their companies. In addition, all contractors must be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations. The City's current Equal Employment Opportunity and Anti- Discrimination policies to which this provision applies may be viewed at http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html.

4.13 MacBride Principles and the Peace Charter
City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

SECTION 5: PROPOSAL COVER PAGE

1. **Proposal Deadline**
   Proposals are due no later than 2:00 PM December 4, 2013. All Proposals will be received by the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California, Attn: Akin Babatola, WWTF Laboratory/Environmental Compliance Manager.
   Late proposals may not be considered.

   Contractors will deliver one simply bound original and three copies of the proposal in a sealed envelope before the due date and will email a *copy* of the proposal and any attachments to ABabatola@Cityofsantacruz.com on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

2. **Proposal Response Sheet**
   The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Santa Cruz "Request for Proposals for Santa Cruz "Annual 40-Hour Hazwoper Training and Certification " dated August 2013, at the prices indicated herein.

   The undersigned, under penalty of perjury, declares not to be a party with any other business to an agreement to bid a fixed or uniform price in connection with this bid.

   The unsigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

   The undersigned recognizes the right of the City of Santa Cruz to reject any or all bids received and to waive any informality or minor defects in bids received.

   Contractor Name: _____

   Address: _____

   Telephone Number: _____

   Fax Number: _____

   E-mail address: _____

   Signature of Authorized Representative: _____

   Printed Name of Authorized Representative: _____

   If contractor is awarded the contract, will contractor extend contract terms and pricing to other government agencies?
   ☐ Yes ☐ No

3. **Addenda**

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the contractor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested contractors, or

- Posted on the City's website, www.cityofsantacruz.com, under Bidding Information, or Contractors may contact Akin Babatola, WWTF Laboratory/Environmental Compliance Manager, at 831/420-5556, email: ABabatola@Cityofsantacruz.com.

How many addenda were issued for this solicitation? _____

SECTION 6: QUESTIONNAIRE

Answer all of the following questions. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" answer is not adequate.

Contractors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the contractor. If exceptions are not explained, the Contractor will comply with the specifications as stated in this solicitation.

Contractor's qualifications, experience, and references

1) Describe business background, including year business was established.
2) Describe experience with performing similar work for municipal or governmental agencies.
3) Describe your experience with public presentations.
4) Provide the names and contact information of three clients for whom your business provided similar work. Include a brief project summary, the name of the business/agency, and the name of a contact person, phone number, and email.

Contractor's approach

5) Clearly define all work your business proposes to do for the City.

    a. Describe your methodology and evaluation factors that will assist you in your recommendation for the City's report.

6) Provide, as necessary, a description of special resources, skills, or services your firm possesses, which are not addressed as part of this RFP, that would be available as part of an agreement resulting from this RFP. Please describe any advantages that would be realized by the City as a result of these additional resources.
7) The City desires completion of the 40-Hour Hazwoper Training by March 2014. Include a project schedule, including the necessary steps and applicable timelines and/or milestones that will meet this target date.
8) If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address and phone number.

Contractor's ability to deliver

9) Clearly define what information and support will be needed from City staff.

10) Explain any exceptions to or concerns regarding the requirements stated in RFP sections 2 and 4.
11) Provide background of personnel that will be assigned to provide this service to the City.

SECTION 7: FEE SCHEDULE

- Detail all costs incidental to the implementation of the annual 40-Hour Hazwoper Training. Include all costs in your proposal. Contractor will not be allowed to charge for costs not listed in the proposal.
- Describe under what circumstances that City would be charged for additional work.

The training contract will be awarded for the full amount of the bid.

Early Pay Discount
The City will take any early pay discount offered as long as the discount period is fifteen days, or greater. This amount will be calculated at the percent offered and will be applied as a discount to the bid total.

A_____% discount is offered for payment within_____days.

Local Business and Locally Owned Business Preference
Local Businesses and Locally Owned Businesses must submit Attachment A Local Business Preference Certification, with the proposal in order to receive the 2% and *additional* 4% preference. Any preference will be applied on the pricing criteria only.

Attachment A:

Local Business Preference Certification

Business Name: _____

Local Businesses and Locally Owned Businesses must submit this certification with each bid or proposal in order to receive the 2% and *additional* 4% preference applied during the evaluation of any competitive process for goods, supplies, equipment, materials, services, or professional services.

Local Businesses
To qualify for the 2% local business preference, a business must meet the following criteria:

1) Does the business have an office with at least one employee located in the *City* of Santa Cruz?

   ☐ Yes ☐ No Address: _____

2) Is the business current in the payment of all taxes, charges, Training s, or fees owed to the City of Santa Cruz?

   ☐ Yes ☐ No

3) Does the business hold a valid City of Santa Cruz business license?

   ☐ Yes ☐ No DBA/license number: _____

Locally Owned Businesses
To qualify for an *additional* 4% locally owned business preference, a business must meet the above requirements for a local business and at least 50% of the business' owners must live in the *County* of Santa Cruz.

To qualify for the locally owned business preference, list all of the business' owners and their county of residence (attach additional sheets if necessary).

Owner Name: _____ County: _____

Owner Name: _____ County: _____

Owner Name: _____ County: _____

Owner Name: _____ County: _____

By submitting this form, I represent that I qualify as a (check all that apply):

☐ Local Business
☐ Locally Owned Business

I understand that by submitting false information or failing to disclose material information in order to qualify for the preference my business will be 1) required to pay the City any difference between the contract amount and what the City's cost would have been if the contract had been properly awarded, and 2) prohibited from bidding on any City contract or receiving any City contract for a period of three years of the discovery of facts supporting the same.

Authorized Signature: _____

Name & Title: _____

Date: _____