REQUEST FOR PROPOSALS
FOR
TECHNICAL SAFETY TRAINING AND CONSULTING SERVICES

PROPOSALS DUE: 2:45 PM, Tuesday, October 27, 2026

District Contact: Contracts@tdpud.org, (530)582-3944

Truckee Donner Public Utility District
11570 Donner Pass Road, Truckee, CA 96161

1.0 Purpose

The Truckee Donner Public Utility District (District) intends to solicit proposals for the procurement of a Safety Training and Consulting Services.

2.0 Project Description

The Truckee Donner Public Utility District (TDPUD) will initiate a Request for Proposals (RFP) to procure Technical Safety Training and Consulting Services for Fiscal Year 2027. The project aims to strengthen the District's safety culture, enhance employee technical competence, ensure compliance with regulatory requirements, and improve the readiness of staff—particularly Electric Crew Foremen, Journeyman Linemen, Troublemen, and Apprentice Linemen—in performing high-risk electric utility operations.

3.0 Instructions to Proposers

3.1 RFP Schedule

The estimated RFP timeline is as follows:

RFP issued	October 2, 2026
Deadline for questions & clarifications	5:00 PM, Tuesday, October 20, 2026
Proposals due	2:45 PM, Tuesday, October 27, 2026
Consultant selection & contract preparation	October-December, 2026
Contract awarded	January 1, 2027

3.2 Questions and Clarifications

Written questions regarding this RFP may be submitted by mail or e-mail on or before 5:00 PM, October 20, 2026 to:

Attn: Contracts
Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, CA 96161
contracts@tdpud.org

Correspondence must indicate that it is an RFP Question so as not to confuse it with the sealed Cost Proposal.

3.3 Addenda

Interpretations or clarifications considered necessary by the District will be in the form of an addendum to the Request for Proposal, and when issued, will be on file with the District.

All addenda will be distributed to each known person holding the Request for Proposal, but it shall be the Proposers responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Request for Proposal and all Proposers shall be bound by such addenda, whether or not received by the Proposers.

The District will not be bound by any information, explanation, clarification, or any interpretation, oral or written that is not incorporated into an addendum to the Request for Proposal. No response will be made to inquiries received after the RFP Questions Deadline.

3.4 Submission of Proposals

All proposals shall be submitted to:

ATTN: Contracts
Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161
Email: contracts@tdpud.org

Proposals must be received no later than 2:45 PM, October 27, 2026
Late submittals will not be accepted

The Proposer shall submit THREE (3) hard copies of the proposal in a sealed envelope labeled "**2027 Procurement of Safety Training and Consulting Services**" and addressed as noted above. Proposer shall submit ONE (1) hard copy of the Cost Proposal in a separate sealed envelope labeled "**2027 Procurement of Safety Training and Consulting Services**" and included with the proposal package. The Proposer is also required to complete and submit Attachment D (If Applicable) as to contracts@tdpud.org by the submission deadline.

Proposers, Vendors, Manufacturers, or suppliers shall submit only one proposal for this RFP. Proposers may list various options associated within their proposal.

3.5 Presentation to the District's Board of Directors

Upon review of the written proposals, a Proposer's representative may be required to make a presentation to the District's Board of Directors. The representative shall be provided sufficient prior notice to allow for preparation of such a presentation. The costs associated with pre-award presentations shall be borne by the Proposer.

3.6 Rights of the District

The District reserves the right to accept or reject, in total or in part, any Proposal.

While each proposal will be considered objectively, the District assumes no obligation to accept or take action on any proposal. All proposals must be complete, including cost information and with the signature of a Proposers' representative authorized to bind the company. Proposals will be considered incomplete if they do not bear the signature of an agent of the Proposer who is in a position to bind a contract.

The proposal can be withdrawn at any time, if requested in writing, until the deadline date, at which time it will be considered firm.

Nothing contained in this RFP shall create a contractual relationship between the Proposer and the District. The Proposer assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that the District assumes no liability for the Proposer's costs incurred in responding to this RFP.

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4.0 Proposal Requirements

The District intends that a single representative will be the point of contact for the purposes of this RFP and this procurement.

4.1 Proposal Requirements

The proposal requirements include but are not limited to the following:

- Review of the Safety Training and Consulting Services specifications to ensure proposals meet or exceed those specifications; any exceptions to the Technical Specifications should be clearly indicated in the proposal and will be evaluated by the District; Technical Specifications are included in Attachment B.

- Review of and response to Submittal Requirements; Proposer shall respond to all requirements or clearly describe reasons for their inability to respond; Submittal Requirements are included in Attachment C.

- Completion of Attachment D (If Applicable).

4.2 Submittals

- **Letter of Proposal Submission**

  The Proposer shall submit a letter (two page maximum) including information that should be highlighted from the Proposal or key information for the selection committee to consider that are not covered in the Proposal requirements. The letter should include the company name, company address, and name, address and telephone number of the contact person who will be authorized to make presentations for the firm. The letter must bear the signature of a person with binding authority for the firm. Any attachments referenced in the Letter of Proposal do not count towards the two-page maximum limit.

4.3 Cost Proposal and Delivery Date

Provide the proposed lump sum cost for the defined services on Attachment C. In addition, provide a detailed plan of the training and evaluations to be completed.

4.4 Supplemental Information

Supplemental information may include examples of procedures, data collection, reporting forms and overall implementation of similar projects. References for Consultant's products and services are required and part of the selection criteria (See Section 5.0).

5.0 Selection Criteria

The District will review and evaluate all properly submitted proposals that are received on or before the deadline. The District will then select the proposal that is "Most Advantageous" to the District in considering the criteria and weighting factors set forth below:

Item	Criteria	Weight
1	Technical Approach Training performance and adherence to the Technical Specifications in this RFP.	35%
2	Cost Overall cost of the training.	25%
3	Proposed Schedule Ability to meet the delivery dates in the Bid Schedule.	10%
4	Company & Supplier Qualifications Relevant experience of the proposing company and supplier.	10%
5	Performance Guarantee Guaranteed performance	20%
	TOTAL	**100%**

6.0 Award of Contract

A response to this RFP is an offer to contract with the District for procurement of Safety Training and Consulting Services. A copy of the Professional Service Contract is included in Attachment A.

The District reserves the right to negotiate the final terms and conditions, prior to award, for modifications to scope, price, and/or schedule. If the District and the highest ranked Proposer are unable to negotiate a Contract, the District reserves the right to negotiate with successively lower ranked Proposer until a Contract is made or all negotiations are terminated.

7.0 Additional Contract Terms and Conditions

The Proposer's response to this RFP, addenda and additional responses to questions will be made a part of the contract with District. Unless otherwise stated by the Proposer in the response to this RFP, the Proposer agrees to the following terms and conditions in addition to the Agreement terms in Attachment A.

7.1 Indemnification and/or Insurance Requirements. Refer to Attachment A for requirements.

7.2 Subcontracting

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of District. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

7.3 Assignment of Contract

The Proposer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of District.

7.4 Non-Exclusive Agreement

This is a non-exclusive Agreement, and the District may procure the same or similar services from other Proposers or contractors at any time during the dependency of this agreement.

Attachments

A- Professional Service Contract
B- Submittal Requirements
C- Cost Proposal
D- Listing of Sub-consultants

ATTACHMENT A:

AGREEMENT FOR PROFESSIONAL SERVICES
TRUCKEE DONNER PUBLIC UTILITY DISTRICT

11570 Donner Pass Road
Truckee, California 96161
Telephone (530) 587-3896

Date:

Project Name:

CONSULTANT:

The terms of this Agreement are contained in the body of the Agreement and in Attachments A through D. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.

For your protection, make sure that you read and understand all provisions before signing.

Instructions: Sign and return original. Upon acceptance by the TRUCKEE DONNER PUBLIC UTILITY DISTRICT, a copy will be signed by the District's authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

1.0 TERM OF THE AGREEMENT

1.1 This Agreement shall be effective on the date that it is executed by the District.

1.2 The Consultant shall commence the performance of the Professional Services immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued. Time is of the essence of this Agreement. Failure to meet the schedule contained in this Agreement shall constitute a default by the Consultant.

1.3 This Agreement shall expire on:

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

2.1 Consultant shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as "Professional Services."

2.2 Consultant shall perform all the tasks required to accomplish the Professional Services in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the Consultant. The Consultant shall comply with applicable standards of professional care in the performance of the Professional Services. Where any circumstance exists for which the Consultant must make a judgment that could result in a materially different change in condition, the Consultant shall advise the Contract Officer in advance and request specific direction.

2.3 The Consultant shall, without additional compensation, correct or revise any Professional Services that do not meet the standard of professional responsibility.

2.4 The District's review, approval or acceptance of, or payment for, the services required under this Agreement shall not be construed to operate as a release or waiver of any rights of the District under this Agreement or of any cause of action arising out of Consultant's performance of this Agreement, and Consultant is responsible to the District for all damages to the District caused by the Consultant's performance of any of the services under this Agreement.

2.5 Consultant shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. Consultant shall permit representatives of the District to review all project related records.

2.6 Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by construction contractor for the project or the health or safety precautions and programs incident to the work of such contractor, and shall not be responsible for construction contractor's failure to carry out work in accordance with the contract documents. Construction contractor is solely and completely responsible for jobsite conditions including the safety of all persons and property.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS B and C)

3.1 The amount of payment to Consultant for providing the Professional Services is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B**.**

3.2 Consultant shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the Consultant or any Sub-Consultant.

3.3 A Project Schedule showing all milestones has been developed by the Consultant and is attached as ATTACHMENT C.

4.0 DISTRICT'S OBLIGATIONS

4.1 District shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the Consultant's services as shown on ATTACHMENT C.

4.2 The District's General Manager or a designated District Representative shall serve as the District's "Contract Officer" for this Agreement and has the authority to execute this Agreement, direct the Consultant, approve actions, request changes, and approve additional services. Any obligation of the District shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this Agreement unless specifically delegated in writing.

5.0 SUBCONTRACTING (ATTACHMENT D)

5.1 The name and location of the place of business of each Sub-Consultant that Consultant will use to perform work or render service to the Consultant in performing this Agreement is contained in ATTACHMENT D. No change to any Sub-Consultant shall be made without the written approval of the Contract Officer.

5.2 If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the District for the acts and omissions of Consultant's Sub-Consultants and for the persons either directly or indirectly employed by the Sub-Consultants, as Consultant is for the acts and omissions of Consultant and persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any Sub-Consultant of Consultant and the District. Consultant shall bind every Sub-Consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer.

5.3 The District may unilaterally reduce the scope of work to be performed by the Consultant. Upon doing so, District and Consultant agree to meet and confer in good faith to negotiate a deductive change order.

6.0 CHANGES TO THE SCOPE OF WORK

The Consultant shall not perform work in excess of the Professional Services without the prior written approval of the Contract Officer. All requests for extra work shall be by written Change Order submitted to the Contract Officer and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the District, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever unless approved by the Contract Officer.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of Consultant's failure to prosecute, deliver, or perform the Professional Services, or where the Consultant fails to perform the work in accordance with the project schedule (ATTACHMENT C), the District may terminate this Agreement for cause by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days, assemble all documents owned by the District and in Consultant's possession, and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

8.2 This Agreement may be terminated by the District, without cause, upon the giving of fifteen (15) days written notice by certified mail to the Consultant. Prior to the fifteenth (15th) day following the giving of the notice, the Consultant shall cease work, assemble all documents owned by the District and in Consultant's possession and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

9.0 PROFESSIONAL RELATIONSHIP. Consultant shall serve as the District's professional representative with respect to the Professional Services.

10.0 PARTIES TO ACT IN GOOD FAITH. District and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both District and Consultant shall endeavor to maintain good working relationships among members of the project team.

11.0 LIMITATION ON DIRECTIVES TO CONSULTANT. CONSULTANT shall not accept direction or orders from any person other than the Contract Officer or the person(s) whose name(s) is (are) inserted on Page 9 as "other authorized representative(s)."

12.0 PERFORMANCE OF WORK BY THIRD PARTIES. District acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its sub-contractors.

13.0 CHANGES IN SCOPE OF WORK--EXTRA SERVICES. District agrees that if District requests services not specified in the scope of services described in this Agreement, District will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement. Any change in the scope of the Professional Services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the Professional

Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District's "authorized representative(s)". Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

14.0 **PERMITS**. Permits required by governmental authorities will be obtained at Owner's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

15.0 **TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment C, is to be thirty (30) days after acceptance by the District. For Professional Services performed by the Consultant, the District shall pay the Consultant in accordance with monthly statements submitted by the Consultant based upon the percentage of work completed during the preceding month. Payment for extra services shall be based on monthly statements submitted by the Consultant for the extra services performed by the Consultant during the proceeding month. The Consultant shall be paid interest on payments due from the District which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the District can pay, whichever is less.

16.0 **INDEMNIFICATION.** Consultant shall defend, indemnify and hold the District, its directors, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the active negligence, recklessness or willful misconduct of Consultant under this Agreement. Consultant shall also defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and Consultant shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects Consultant's operations (as opposed to Consultant's Professional Services), Consultant shall also provide the District a defense, and indemnify and hold the District harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to Consultant's commercial general liability policy.

17.0 **WORKERS' COMPENSATION INSURANCE**. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Professional Services under this Agreement. Consultant and Sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

18.0 **PROFESSIONAL LIABILITY INSURANCE**. Consultant will file with the District, before beginning Professional Services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above.

19.0 **GENERAL LIABILITY INSURANCE.** Consultant will file with the District, before beginning Professional Services, certificates of insurance satisfactory to the District evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation.

5.3 The District may unilaterally reduce the scope of work to be performed by the Consultant. Upon doing so, District and Consultant agree to meet and confer in good faith to negotiate a deductive change order.

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10.0 PARTIES TO ACT IN GOOD FAITH. District and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both District and Consultant shall endeavor to maintain good working relationships among members of the project team.

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writing by a supplemental agreement executed by the District's "authorized representative(s)". Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

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16.0 INDEMNIFICATION. Consultant shall defend, indemnify and hold the District, its directors, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the active negligence, recklessness or willful misconduct of Consultant under this Agreement. Consultant shall also defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and Consultant shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects Consultant's operations (as opposed to Consultant's Professional Services), Consultant shall also provide the District a defense, and indemnify and hold the District harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to Consultant's commercial general liability policy.

17.0 WORKERS' COMPENSATION INSURANCE. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Professional Services under this Agreement. Consultant and Sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

18.0 PROFESSIONAL LIABILITY INSURANCE. Consultant will file with the District, before beginning Professional Services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above.

19.0 GENERAL LIABILITY INSURANCE. Consultant will file with the District, before beginning Professional Services, certificates of insurance satisfactory to the District evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation

(statutory limits) and employer's liability ($1,000,000) (if applicable); requiring thirty (30) days for non-payment of premium) notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The

general liability coverage shall give the District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above. For any claims related to the Professional Services, the Contractor's insurance coverage will be primary insurance with respect to the District's insurance. The insurance maintained by the District shall be excess of the Contractor's insurance and will not contribute with it.

20.0 CONTINUATION OF INSURANCE COVERAGE. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

21.0 CONFLICT OF INTEREST. Consultant agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the District. Consultant agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of interest with the interest of the District or potential disadvantageous results of the undertaking or the utilization of the District's work products. If the District reasonably determines that there could be a conflict of interest or will be a conflict of interest, Consultant agrees not to undertake such work or to offer to perform such work until the issue has been resolved if Consultant shall disagree.

22.0 WORK PRODUCT. Consultant agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of Consultant which is owned by and shall be provided to District upon its request. Consultant agrees that District, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of Consultant, and upon early termination or termination in due course or thereafter, may request that such materials may be copied and the copies retained by Consultant and the originals provided to District. Any use, re-use or modification of Consultant's instruments of service without Consultant's participation shall be at District's sole risk, and District agrees to indemnify, defend and hold Consultant harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. District shall also receive any and all documentation on computer diskette compatible with District word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by District. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to the District are only for convenience of the District. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.

23.0 DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT. District and Consultant agree that in providing the Professional Services, Consultant will gain information, experience and methodologies which may be usable in other work of Consultant, so long as that other work does not cause a conflict of interest or work to the disadvantage of District. The District will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by Consultant. However, Consultant agrees that it will not publish any articles, provide any interview, make public comments, or supply copies of any work product of Consultant done for District except in accordance with valid legal process served upon it or pursuant to the written direction of Consultant. In those circumstances in which District notifies Consultant in writing that a matter shall be treated as subject to this provision until

further order of the District, Consultant will not provide any of this work product to any third party. District is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. Consultant agrees that the determination of that applicability shall be solely within the authority of District, and Consultant shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by District. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of Consultant as a public record available for inspection or review, except to the extent required by law.

24.0 DISPUTE RESOLUTION. The parties agree that if any dispute should arise under the terms and provisions of this Agreement, the parties agree first to try, in good faith, to settle the dispute by mediation, before resorting to court action. The costs of mediation shall be borne equally by the parties. Neither party shall file a court action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The mediation shall be conducted in Truckee, California, unless the parties agree to conduct it in a different location. If, for any dispute or claim to which this paragraph applies, any party commences court action without first attempting to resolve the matter through mediation or refuses to mediate after a written request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

25.0 FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.

26.0 SEVERABILITY. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on District and Consultant.

27.0 CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

28.0 NO ASSIGNMENT. Consultant shall not assign this Agreement without the prior written consent of the Contract Officer.

28.0 ATTORNEY'S FEE. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and costs, including expert fees.

29.0 VENUE. Any action to enforce or interpret this Agreement shall be commenced and maintained only in the Superior Court in and for the County of Nevada, State of California, if in state court, or in the Federal District Court for the Eastern District of California, if in federal court."

30.0 WHOLE AND ENTIRE AGREEMENT. This Agreement contains the entire agreement between District and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both District and Consultant.

31.0 NO WAIVER OR DISCLAIMER. District's or Consultant's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. District's or Consultant's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.

32.0 BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of District and Consultant.

33.0 STATUS OF CONSULTANT. Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of the District. Consultant shall be under control of the District only as to the result to be accomplished and the personnel assigned to the project. Consultant shall confer with the District at a mutually agreed frequency and inform the District of incremental work/progress as well as receive direction from the District.

34.0 ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS. Consultant agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this Agreement. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:

35.0 COVENANT AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to terminate this Agreement without liability or, at the District's discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

36.0 ACCOUNTING RECORDS. Consultant shall keep records of the direct reimbursable expenses pertaining to the Professional Services and the records of all accounts between the Consultant and Sub-Consultant. Consultant shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.

37.0 NOTICES

Any notices to be given under this Agreement, or otherwise, shall be served by First Class mail.

The address of the District, and the proper person to receive any notice on the District's behalf, is:

TRUCKEE DONNER PUBLIC DISTRICT
11570 Donner Pass Road
Truckee, California 96161
ATTN: District General Manager
TEL. NO. (530) 587-3896

The address of the Consultant, and the proper person to receive any notice on the Consultant's behalf, is:

38.0 PERIODIC REPORTING REQUIREMENTS

The Consultant shall provide a written status report of the progress of the work on a monthly basis that shall accompany the Consultant's payment invoice. The status report shall, as a minimum, report the work accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the Consultant intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work, and provide any other information which may be requested by the District

ACCEPTED:

	TRUCKEE DONNER PUBLIC UTILITY DISTRICT		**CONSULTANT**	
	{GM_Signature}		{Vendor_Signature}	
	Signature		Signature	
By:	Brian C. Wright		By:	
Title:	General Manager		Title:	
Co:	Truckee Donner Public Utility District		Co:	
Date:			Date:	
Other authorized representative(s):			**Other authorized representative(s):**	

ATTACHMENT B:
SUBMITTAL REQUIREMENTS
FOR
TECHNICAL SAFETY TRAINING AND CONSULTING SERVICES

Please respond to the following 9 submittal requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Owner will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 9, in the order presented below.

1. Company Information
   Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on behalf of your company. Please make sure that person signs and dates the statement.

2. Training Provider Information
   Provide complete company legal name(s) of the firm(s) proposed to deliver Technical Safety Training and Consulting Services, including any subcontractors. Provide headquarter addresses, phone numbers, and key contacts for each entity.

3. Project Experience
   Provide examples of your firm's relevant experience in delivering technical safety training for electric utility operations. Include:
   - Successful delivery of training programs such as rubber glove, hurt man rescue, vault rescue, grounding, live line, GO 165 inspection, and underground fault detection.
   - Experience conducting quarterly or annual training programs for utilities.
   - Experience performing bi-annual safety assessments and periodic work practice reviews.
   - Verifiable owner's/client's name and contact information, project location, scope of services delivered, and project outcomes.

4. Description of Training and Services
   a. Provide an overview describing your general approach, scope of services, and methodology to fulfill the requirements of this RFP. Include: Specialized technical safety training for Electric Crew Foremen,

Journeyman Linemen, Troublemen, and Apprentice Linemen, covering the listed subject areas.

b. Approach to quarterly hands-on training sessions (approx. 4 hours each).
c. Delivery of an annual Safety Day event including hurt man, bucket, and vault rescue training.
d. Bi-annual safety assessments and work practice reviews, including methodology for identifying compliance gaps and safety culture improvements.
e. Approach to assisting the District in developing and refining Standard Operating Procedures (SOPs).

5. Consultant Qualifications
   Describe your firm's qualifications, certifications, and staff expertise in providing utility safety consulting. Highlight trainer certifications (e.g., CHST, CUSP, OSHA credentials) and prior experience in regulatory compliance, training program development, and electric utility safety operations.

6. Training Assessments and Evaluation
   - Provide your methodology for evaluating training effectiveness, including:
   - Pre- and post-training assessments.
   - Field observations and compliance checks.
   - Reporting process to the District with findings and recommendations.
   - Continuous improvement measures.

7. Training and Support Services Experience
   Describe your approach to providing ongoing training, operations support, and maintenance of training records. Include details on accessibility of materials (e.g., manuals, digital resources), frequency of refresher training, and methods for ensuring knowledge retention.

8. Proposed Schedule
   - Provide the proposed timeline to furnish and deliver the required training and consulting services. Include:
   - Kickoff and orientation.
   - Quarterly hands-on sessions.
   - Annual Safety Day.
   - Bi-annual safety assessments.
   - SOP development milestones.

9. Cost Proposal and Value
   Provide a detailed cost proposal for the services requested, with itemized breakdowns (e.g., training sessions, assessments, SOP development). Include an explanation of how your proposal provides overall value to the District within the available budget for this project.

ATTACHMENT C:

COST PROPOSAL FOR TECHNICAL SAFETY TRAINING AND CONSULTING SERVICES

1. **Training and Consulting Services**
   Provide a lump sum firm price to deliver the full scope of Technical Safety Training and Consulting Services as outlined in this RFP and associated Technical Specifications.
   Price shall include all applicable costs, including, but not limited to: instructional services, training materials, preparation, coordination, travel, insurance, storage, submittals, testing, assessments, SOP development, training records, and all terms and conditions contained in the Procurement Documents.
   Price shall also include delivery of on-site services at Truckee Donner Public Utility District facilities and/or designated field locations.

   Total Amount for Services $ _____

2. **Training Support and Assessments**
   Seller shall provide estimated costs for supplemental services such as:
   - Bi-annual safety assessments.
   - Periodic work practice reviews.
   - Development or refinement of Standard Operating Procedures (SOPs).

   The cost provided in Seller proposals will be used for evaluating bids and may be incorporated into the final contract scope, if approved by the District.

   Estimated Total $ _____

3. **<u>Completion Guarantee</u>**
   The District desires initiation of training and consulting services according to the following timeline. The Proposer's ability or inability to guarantee this schedule is a material factor that will be taken into consideration in determining the most qualified proposal.
   - **District Desired Start Date**: February 1, 2027
   - **Proposer's Guaranteed Start Date**: _____ (no earlier than February 1, 2027)

TAXES
Do not include sales, use or similar taxes applicable to the sale, or use by, the District of the above materials. The District will pay sales taxes directly to the State of California.

Date:_____

By:_____

ATTACHMENT D

LISTING OF SUB-CONSULTANTS (If Applicable)

Listed below are all Sub-Consultants that the Consultant plans to employ to perform work under this Agreement. No change is allowed without the prior approval of the Contract Officer.
Sub-Consultants are paid through the Consultant.

SUB-CONSULTANT

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SUB-CONSULTANT

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SUB-CONSULTANT

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SUB-CONSULTANT

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