



REQUEST FOR PROPOSAL (RFP) for CONTRACT SECURITY SERVICES (782-24-001)

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center/

CONTACT

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**THE LAST DATE FOR QUESTIONS REGARDING THIS RFP WILL BE:
Tuesday, February 13, 2024 by 4:00 p.m. PST**

RESPONSE DUE

Tuesday, February 27, 2024
4:00 p.m. PST

SUBMIT FOUR (4) HARDCOPY PROPOSALS TO:

RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc.) to: Kelley Smith, Manager of Purchasing EBMUD RFP No. 782-24-001 – Contract Security 375 Eleventh Street Oakland, CA 94607	RESPONSE DELIVERED BY MAIL (USPS) to: Kelley Smith, Manager of Purchasing EBMUD RFP No. 782-24-001 – Contract Security P.O. Box 24055 Oakland, CA 94623
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EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for CONTRACT SECURITY SERVICES (782-24-001)

- I. STATEMENT OF WORK **TABLE OF CONTENTS**
 - A. SCOPE
 - B. PROPOSER QUALIFICATIONS
 - C. SPECIFIC REQUIREMENTS
 - D. OPTIONAL SERVICES

- II. CALENDAR OF EVENTS
 - A. MANDATORY PROPOSAL CONFERENCE

- III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS
 - A. RFP ACCEPTANCE AND AWARD
 - B. EVALUATION CRITERIA/SELECTION COMMITTEE
 - C. PRICING
 - D. NOTICE OF INTENT TO AWARD AND PROTESTS
 - F. INVOICING
 - H. BONDS

- IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION
 - A. DISTRICT CONTACTS
 - B. SUBMITTAL OF RFP RESPONSE
 - C. RESPONSE FORMAT

ATTACHMENTS

- EXHIBIT A – RFP RESPONSE PACKET
- EXHIBIT B – INSURANCE REQUIREMENTS
- EXHIBIT C – GENERAL SERVICES AGREEMENT
- EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
- EXHIBIT E – BOND FORMS
- EXHIBIT F – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS
- EXHIBIT G – DISTRICT PROPOSED SECURITY STAFFING PLAN

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the contract security services being requested by the East Bay Municipal Utility District (herein DISTRICT).

The DISTRICT intends to award a three-year contract with options to renew for two additional one-year terms, to the Proposer(s) who best meet(s) the DISTRICT'S requirements. The DISTRICT reserves the right to award this scope of work to more than one bidder, solely at its discretion. Proposers may submit responses detailing their ability to meet all or any part of the specifications for consideration.

1. The DISTRICT is seeking well qualified security services CONTRACTORS to submit proposals to provide physical security guard services across the breadth of its Critical Infrastructure/Key Resource sites. Services provided by the selected CONTRACTOR must be professional, stable, reliable, and of the highest quality to protect the employees and infrastructure of the DISTRICT. Various services will be required either consistently throughout the term of the contract, or periodically based on changing requirements and/or situational assessment and may include armed, unarmed, uniformed, and/or plain-clothed assignments.
2. The DISTRICT is a Critical Infrastructure entity providing services critical to public health and welfare and must be considered a priority client.
3. The majority of DISTRICT contract security services are performed in the East Bay, in the DISTRICT service area within Contra Costa and Alameda Counties. However, regular, routine, and recurring security tasks and posts are in the outlying DISTRICT areas within Sacramento County, Amador County, Calaveras County, and San Joaquin County.
4. DISTRICT facilities that fall within the scope of this proposal include but are not limited to administrative offices, maintenance facilities, storage yards, service centers, water and wastewater treatment facilities, warehouse facilities, water storage reservoirs, pumping plants, rate control stations, regulators, dams and levees, DISTRICT construction sites, and other sites owned, rented, leased, borrowed, eased, and/or encroached upon by the DISTRICT. Security services are also required at field sites for construction projects, pipeline repair projects, and emergency repairs. The DISTRICT also owns, operates, and regularly requires services at sites related to its watershed facilities, land, and recreational areas.
5. Some assignments for security are full-time and others are provided on a day-to-day basis. The DISTRICT retains the right to add, adjust, or remove any and all

contracted security posts, assignments, mobile patrols or other positions, and to increase or decrease the number of security staff assigned to security posts and patrols depending on the DISTRICT's needs day to day and based on varying circumstances.

6. The DISTRICT encourages selected contractor(s) to subcontract work as needed to meet the requirements of any agreement resulting from this RFP. The DISTRICT must approve all subcontract work and must be provided notification in writing of proposed subcontract agreements. CONTRACTOR is responsible for ensuring that all subcontractors meet the terms and conditions of any agreement and will be held responsible for compliance.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing both armed and unarmed contract security services for at least five (5) years. Proposer shall be a California Bureau of Security and Investigative Services (BSIS) certified provider of all types of contract security services described in this RFP.
- b. All assigned security staff must possess a current valid registration card issued by the California Bureau of Security and Investigative Services (BSIS) authorizing them to work in the classification assigned.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- d. Proposer shall have, or have access to, sufficient qualified staff, within the preestablished timeframe, to meet emergency increases in staffing in response to critical incidents and/or disasters.
- e. Proposer and all Proposer's staff shall have and maintain all training certifications legally required by the State of California, including but not limited to topics of workplace harassment and workplace violence.

C. SPECIFIC REQUIREMENTS

1. DISTRICT REQUIRES UNIFORMED SECURITY OFFICERS AND SUPERVISORS: Proposers will explain their operations and how they are able to staff the following positions and associated responsibilities to meet the following requirements:

- a. Provide uniformed security officers, performing security guard services to the DISTRICT based on the proposed staffing in EXHIBIT G and others as needed, for the hours listed for each post.
 - b. Perform all services as described in this RFP and such additional services as may be required by the DISTRICT to accommodate special needs and/or emergencies, as described in SECTION D, OPTIONAL SERVICES.
 - c. Furnish enough fully qualified employees, including substitute personnel, to perform the Scope of Services specified in this RFP.
 - (1) Proposers will describe how they avoid gaps in coverage due to absences, vacations, and staffing shortages on both a short term (shift to shift), and long-term basis.
2. DISTRICT RESERVES THE RIGHT TO CHANGE ASSIGNMENTS/DUTIES
- a. The DISTRICT may increase, decrease, or otherwise alter the hours, posts and types of security services needed, in response to events, disasters, emergencies, weather or other circumstances as needed and expects the selected CONTRACTOR to be able to increase and decrease security staffing quickly in order to provide security services as needed under those circumstances.
 - b. While not a regularly staffed position, the DISTRICT may periodically require the assignment of armed security officers who are lawfully trained, qualified, and licensed to carry either an exposed or concealed firearm as well as any other required equipment, such as body armor, baton, pepper spray, etc.
3. GENERAL SECURITY DUTIES FOR ALL CONTRACT SECURITY OFFICERS AND SUPERVISORS
- a. All security officers shall comply with the requirements of any agreement resulting from this RFP, and with all applicable post orders, policies and procedures of the selected CONTRACTOR, and all applicable laws and regulations.
 - b. Conduct foot patrols to check doors, windows, gates, fences, vehicles, and equipment to ensure they are secured and undamaged.
 - c. Provide access control at points of entry for facilities and buildings to ensure only authorized employees, contractors, and escorted visitors access properties.

- d. Physical security for Board, staff, and public at various meetings, gatherings, and events.
- e. Provide physical security at various DISTRICT work sites including construction, pipeline replacement, and emergency repairs. Liaison with DISTRICT and contractor staff to coordinate site safety and security.
- f. Fire watch as assigned.
- g. Respond to alarms or other indications of suspicious activities observed by the security officer or dispatched to security officers in the field.
- h. Respond to, investigate, and document security incidents to include interviewing subjects, collecting evidence, taking and recording photographs, and writing reports for incidents anywhere in the DISTRICT.
- i. Observe and report to the Security Operations Control Center (SOCC) and respond to any matter which represents a security, fire or safety hazard or any matter that appears to represent a danger to DISTRICT personnel, guests and visitors, or DISTRICT property.
- j. When needed, contact emergency assistance by calling 911 or local emergency (police/fire) number and coordinate public safety response.
 - (1) Other than such emergency calls, any call for police assistance, coordination of police reports, etc., will be handled by the Security Operations Control Center (SOCC).
- k. Provide professional assistance, guidance, and coordination assistance to employees who have become crime victims.
- l. Respond as specified in Post Orders and Site Security and Emergency Action Plans to incidents affecting security of the facility, including fires, industrial accidents, medical aid problems, internal disorders, or other criminal acts and document such incidents in a Security Incident Report.
- m. Liaison with security officer Supervision, DISTRICT Security Shift Supervisors and other DISTRICT staff and cooperate in a professional manner with municipal police, regional parks police and rangers, or sheriff's departments.
- n. Communicate with SOCC during patrol checks and assignments at DISTRICT sites and when responding to or investigating any security related incident.

- o. Assist and support DISTRICT response to declared emergencies or disasters.
 - p. Stand by during employee or contractor interviews or dismissals when the potential for workplace violence is a concern.
 - q. Security courier of documents or packages as required.
4. DISTRICT SECURITY ASSIGNMENTS AND LIST OF GENERAL DUTIES
- a. CLIENT MANAGER / ASSISTANT CLIENT MANAGER
 - (1) Provide an on-site Client Manager and an on-site Assistant Client Manager as the primary point of contact between the DISTRICT and the selected CONTRACTOR. The Client Manager and Assistant Client Manager will have staggered but overlapping work hours with a specific schedule determined by the DISTRICT.
 - (2) The Client Manager, Assistant Client Manager, or a corporate on-call manager with decision making authority must be available to DISTRICT staff 24 hours per day, 7 days per week, to address issues, concerns, or events relative to the agreement and/or any incident.
 - (3) The Client Manager and Assistant Client Manager are primarily responsible for ensuring quality of services provided and, as such, must be on-site and available to provide services, make staffing adjustments, and resolve issues directly with DISTRICT Security staff, working from a desk in the DISTRICT's Security and Emergency Preparedness office.
 - (4) Write and maintain Post Orders and update them consistent with best practices for the security services industry, and specific to the duties for each security service required by the DISTRICT.
 - (5) Conduct scheduling and ensure posts are properly staffed.
 - (6) Ensure accurate invoicing and be available to resolve questions and/or discrepancies.
 - (7) Write and maintain a Field Training Orientation (FTO) section with the post orders specific to each assignment, to be added to the Contract Security Company FTO Manual for each post.
 - (a) Electronic copies of ALL such post orders must be provided to the DISTRICT's Security Manager.

- (8) Ensure assigned officers speak, read, and write English fluently.
 - (a) There are no exceptions, the ability to communicate and to be clearly understood in English, even under stress, is a safety element.
 - (b) Statements taken during security incidents will most often be in English and Security Incident Reports must be written in English.
- (9) Ensure assigned officers can use a computer to write Security Incident Reports, prepare logs, write statements for DISTRICT use, and other common activities.
- (10) Ensure all assigned officers have the physical and mental capacity to perform all duties expected under an agreement resulting from this RFP and associated post orders safely and effectively.
- (11) Ensure all officers maintain a legible written record of all activity.
- (12) Ensure all security officers communicate promptly and effectively with the Security Shift Supervisors and Security Operations Control Center.
- (13) Ensure all officers are properly trained, competent and, where necessary, certified in the use of all equipment issued to or accessible for use by them.
- (14) Ensure officers comply with CONTRACTOR and DISTRICT procedures, and all federal, state, and local laws and regulations.
- (15) The Client Manager and all security officers/agents must be familiar with the use and elements of common criminal codes of the State of California.
- (16) Client Manager may remove from the contract, any contract security staff found in violation of CONTRACTOR or DISTRICT policies or for performance related issues.
 - (a) If not an immediate safety issue, the Client Manager should consult with the DISTRICT Manager of Security regarding the release of a security officer from the contract.
 - (b) The post can be covered by a supervisor or patrol officer until a replacement can be obtained.

- (c) All such occurrences SHALL be documented promptly, and a copy of such written documentation shall be provided without delay to the DISTRICT Manager of Security and Emergency Preparedness.
- b. SECURITY OPERATIONS CONTROL CENTER (SOCC) DISPATCHER
- (1) The SOCC is the HUB of the DISTRICT's Security Communications system, using the C-CURE security software to:
 - (a) Monitor and manage access controls at most of the DISTRICT's staffed facilities.
 - (b) Monitor and respond to various alarms, monitor CCTC cameras and use video footage as needed for threat, risk and response assessment, and dispatch response to all reports and alarms as needed.
 - (2) SOCC Dispatch is expected to provide certain supervisory level administrative functions as well as staff oversight and coordination in the absence of or with a Security Shift Supervisor.
 - (3) Have an in-depth knowledge of DISTRICT facilities and operations to:
 - (a) Know where sites are located to dispatch appropriate response personnel and coordinate activities based on location.
 - (b) Understand which facilities are staffed or unstaffed and when.
 - (c) Work closely with Maintenance Shift Supervisors, Operations Control Center Operators, facility Superintendents and Supervisors to address security concerns, alarms, and reports of potential security/safety related incidents.
 - (d) Work with Public Safety representatives/dispatchers to coordinate responses to DISTRICT facilities/incidents.
 - (4) Answer phones, emails, and requests for service to provide assistance and guidance to DISTRICT staff and community members.

- (5) Dispatch security resources and coordinate security and local public safety response to security, fire, medical or other incidents at DISTRICT facilities and sites.
- (6) Keep and maintain SOCC duty logs.
- (7) Conduct, or assist with and document, scheduling, or backfilling of security staff to ensure full staffing.
- (8) Research and produce reports of C-Cure access logs and video systems in support of DISTRICT investigations.
- (9) The day-shift dispatcher is a senior member of the team and manages the scheduling of CONTRACTOR security dispatchers assigned to the SOCC. This is the lead dispatcher position and is responsible for issues related to the dispatch function.
- (10) Other security related duties as assigned.

c. SECURITY SUPERVIORS

- (1) Must be qualified and able to drive a contract security company vehicle.
- (2) Security Supervisor must have the knowledge, skills, abilities, and experience to work any position in DISTRICT security operations including the SOCC, operation of the C-Cure system, and Security Patrol Officer.
- (3) The Security Supervisor has authority to remove a security officer from any security post for performance related reasons and have that officer replaced, under the terms and conditions of any agreement resulting from this RFP.
- (4) The Security Supervisor shall proactively oversee and enforce quality of services provided to the DISTRICT and shall work with DISTRICT Security Operations staff to identify and correct performance issues including but not limited to:
 - (a) Security officer performance
 - (b) Grooming and uniform appearance
 - (c) Verbal and written communications, report writing, access/activity logs

- (d) Command presence/professionalism
 - (e) Employee disputes
 - (f) Harassment or discrimination issues
 - (g) Any other performance-related issue or concern that might be presented
- (5) Communicate with DISTRICT staff regarding issues encountered.
- (6) The Security Supervisor shall patrol DISTRICT facilities checking the perimeter fences, property/land, structures, vehicles, and equipment to ensure they are properly secured and to identify/report security or safety concerns to SOCC and DISTRICT Security Operations Staff.
- (a) Patrols may be on foot, in vehicles, or a combination thereof.
- (7) The Security Supervisors are to supervise, support, mentor and assist officers in the performance of their duties, response to alarms, incidents, and investigations, and to coordinate responses with the SOCC and local public safety.
- (8) Conduct scheduling of security officers as needed to fill gaps and ensure full staffing.
- (9) Review all Security Incident Reports (SIRs) to ensure they are complete, concise, clear and properly articulate the details of the incident.
- (a) Work with and train security officers to conduct follow up and complete high-quality reports.
 - (b) Approve SIRs only when they are acceptable.
- (10) Perform other duties, as assigned by the DISTRICT.

d. SECURITY PATROL OFFICERS

- (1) Must be qualified and able to drive a contract security company vehicle.
- (2) Security Patrol Officers will proactively provide both vehicle and foot patrols to DISTRICT facilities, staged equipment sites, and work sites to:

- (a) Provide a high visibility deterrent to criminal activity.
 - (b) Detect, assess, and report potential criminal activity.
 - (c) Inspect physical security infrastructure to identify deficiencies and report them to DISTRICT for repair.
 - (d) Assure that gates and doors, vehicles, tools and property are properly locked and secured.
- (3) Provide high visibility security to DISTRICT field forces to provide observation, situational awareness, communication, and deterrence of criminal activity at work sites.
 - (4) Provide relief at various fixed posts around the DISTRICT for restroom and meal breaks as assigned.
 - (5) Respond to, investigate, and document in a security incident report, various security, and crime related incidents in the DISTRICT Security Incident Reporting system.
 - (6) Investigate, confirm, and coordinate response to reports of subjects trespassing or illegally camping on DISTRICT property.
 - (7) Respond to dispatch calls including but not limited to:
 - (a) Alarms
 - (b) Security checks of facilities and escorts of personnel
 - (c) Welfare/status checks
 - (d) Equipment conditions and leaks
 - (8) Communicate with and coordinate response of public emergency response personnel.
 - (9) Other security related duties as assigned.
- e. FACILITY ROVERS
- (1) Security officers are periodically stationed at facilities or facility campuses to:
 - (a) Provide proactive and high visibility deterrence to criminal activity.

- (b) Detect and investigate suspicious circumstances and possible security related events and document such incidents in a Security Incident Report.
 - (c) Assess reports of security incidents and security related concerns to determine response needs and coordinate resources.
 - (d) Inspect Infrastructure for gaps in security coverage and report any gaps found.
 - (e) Ensure there is no unauthorized entry into a DISTRICT facility.
- f. WATER TREATMENT PLANT GATES
- (1) The primary duty of a security officer assigned to any Water Treatment Plant (WTP) is to provide ACCESS CONTROL for the plant from the fixed-post position at the plant gate.
 - (a) As Critical Infrastructure, the officer is to ensure that no person or vehicle enters the property without proper authorization.
 - (2) Security officers at water treatment plants are required to remain at the gate unless relieved by a Security Patrol Officer, Supervisor, or relief officer.
 - (a) Site and perimeter security checks are the role of the Security Patrol Officers and Supervisors, not of the gate posts.
 - (3) After verifying proper authorization to enter, officers will complete the appropriate log as follows:
 - (a) The Visitor/CONTRACTOR/Vendor Access Control Log is used for all non-DISTRICT employees, who desire to enter the plant after access is authorized by SOCC or Head House Operations.
 - i. Visitors must be logged in and out.
 - (b) Maintain Employee Access Control Log for DISTRICT employees not assigned to the WTP, after verifying authority and purpose to enter.

- i. An employee who reports losing/forgetting their badge will be verified and logged to ensure access authorization is current.
 - (4) Perform other duties as assigned by DISTRICT.
- g. WASTEWATER TREATMENT PLANT (WWTP) GATE
 - (1) The primary duty of a security officer assigned to the WWTP Gate is to provide ACCESS CONTROL for the plant from the fixed-post position at the plant gate.
 - (a) As Critical Infrastructure, the officer is to ensure that no person or vehicle enters the property without proper authorization.
 - (2) Security officers at the WWTP are required to remain at the gate unless relieved by a Security Shift Supervisor, Security Patrol Officer, or relief officer.
 - (a) Site and perimeter security checks are the role of the Security Patrol Officers and Supervisors, not of the gate posts.
 - (b) If the gate is staffed with two Security Officers, they may self-relieve.
 - (3) Security officers are responsible for ensuring authorization to enter and completing each line of the appropriate log as follows:
 - (a) The Visitor/CONTRACTOR/Vendor Access Control Log is used for all non-DISTRICT employees, who desire to enter the plant after access is authorized by SOCC or SD-1 Operations.
 - i. Visitors must be logged in and out.
 - (b) Maintain Employee Access Control Log for DISTRICT employees not assigned to SD-1, after verifying authority and purpose to enter.
 - i. An employee who reports losing/forgetting their badge will be verified and logged to ensure access authorization is current.
 - (4) Assisting staff at the site in controlling access of waste-haulers who contract for treatment services.

- (5) Working with DISTRICT staff at the site to respond to the gate as needed and meet with truck drivers to coordinate delivery of a variety of chemicals and waste products.
- (6) Perform other duties as assigned by DISTRICT.

h. FACILITY SECURITY POST

- (1) Various DISTRICT facilities may require permanent (Administrative Building) or periodic assignments (various yards or sites) of security officers to address concerns or events. The days, hours, and duties of these posts may change depending on the assignment but can include:
 - (a) Conduct foot patrols of the facility and its grounds to detect/deter criminal activity, identify and report security concerns, and ensure secure conditions.
 - (b) Assure that gates and doors, vehicles, tools and property are properly locked and secured.
 - (c) Provide access control to ensure only authorized employees, CONTRACTORS, and escorted visitors enter DISTRICT property.
 - (d) Answer phones, emails, requests for information, and maintain logs.
 - (e) Investigate and document security related incidents.
 - (f) Monitor alarms, cameras, and other security infrastructure to detect security and safety concerns.
 - (g) Perform other duties as assigned by DISTRICT.

i. ADMINISTRATIVE SUPPORT OFFICER

- (1) The Administrative Support Officer is an administrative position assigned to work with DISTRICT Security Operations staff on managing key and access control badge systems.
 - (a) Issue keys to authorized DISTRICT employees in accordance with policy and system requirements
 - (b) Ensure keys of departing employees are returned to inventory.

- (c) Investigate and document reports of lost keys and access cards.
 - (d) Ensure access card database is updated and maintained by creating, updating, activating, or deactivating accounts as required.
 - (e) Print and issue access cards as required.
 - (f) Perform other security related and administrative duties as assigned.
5. ADMINISTRATIVE TASKS: Proposers will explain their existing documentation processes and how those processes meet the following requirements:
- a. DOCUMENTATION
 - (1) All CONTRACTOR staff shall maintain a legible written record of all post activities and provide detailed documentation, as described below, on all matters or occurrences relating to the security of the facilities.
 - (2) CONTRACTOR Security Supervisors and Client Managers will ensure all documentation is clear, complete, on-time, and available for inspection by the DISTRICT upon request.
 - b. DAILY ACTIVITY REPORTS (DAR)
 - (1) Daily Activity Reports shall be completed by each security officer at every DISTRICT post, each shift. The DAR shall contain a complete accounting of activity at the post during the shift including but not limited to security checks, foot patrols, unusual activity, personnel changes, vehicle logs, and other activity as required by the assignment.
 - (2) A DAR shall be started at the beginning of each shift with, minimally, an hourly notation thereafter, and closing at the end of the shift.
 - (3) DARs shall be completed in clear and legible print letters or typed and shall be thorough in content and detail. The "Client Name" will be EBMUD. The "Location" will be the proper name and the address of the facility where service is being provided.
 - (4) DARs will be transmitted to the DISTRICT by the appropriate CONTRACTOR supervisor attesting that all security officer hours for

each post for that period have been reviewed by CONTRACTOR and are complete and accurate.

- (5) DARs will have an entry for any SIR assigned during the shift with the SIR number and a brief description of the incident.

c. SECURITY INCIDENT REPORTS (SIR)

- (1) In every case where a crime, security, fire, or medical incident takes place on or in association with DISTRICT property, or DISTRICT staff, such incidents will be investigated and documented in a DISTRICT Security Incident Report (SIR)
 - (a) Crimes that occur in close proximity to a DISTRICT facility will be documented on an SIR if the incident may require DISTRICT follow up or may have a nexus to the facility or DISTRICT personnel.
- (2) The DISTRICT maintains an internal SIR system.
- (3) SIRs will contain a thorough description of the facts and circumstances of an incident including:
 - (a) A synopsis of the incident
 - (b) How the officer became aware of the incident
 - (c) Interviews with all involved parties where possible
 - (d) Any evidence identified or collected
 - (e) Photographs taken
 - (f) Lists of DISTRICT property damaged or taken including:
 - i. Make
 - ii. Model
 - iii. Serial number
 - iv. Description
 - v. Value
 - (g) Involvement of local public safety and any report numbers generated

- (h) SIRs should focus on being complete, concise, correct, and chronological
- (4) SIRs will be reviewed and approved by a CONTRACTOR supervisor or Client Manager and sent to the DISTRICT's Security Administration for review, potential follow-up, and filing.
- 6. QUALIFICATIONS AND PERFORMANCE OF OFFICERS: Proposer will explain their recruitment program and how they endeavor to locate, hire, onboard, and retain the most qualified, professional, articulate, and capable officers possible. Proposer will also explain their discipline standards and procedures. It is expected that proposers have corporate Human Resources to conduct recruiting, hiring, credentialing, orientation, and training, such that only qualified officers are assigned to the DISTRICT and this is not the responsibility of the Client Manager.
 - a. Experience Qualifications and Classifications:
 - (1) Officers must possess all certifications and training required by BSIS to qualify them for employment in their assigned position.
 - (2) Physical Qualifications:
 - (a) Officers must be physically capable of safely performing all duty requirements outlined in any agreement resulting from this RFP.
 - (3) General Qualifications:
 - (a) Officers must be mentally alert and capable of exercising sound judgment, implementing instructions, and assimilating necessary specialized training.
 - (b) Emotional and mental maturity is essential since duties normally require contact with the public and, under emergency situations, may involve long periods of duty without relief.
 - (c) All security staff assigned to DISTRICT must possess a high degree of professionalism in their interactions with staff, contractors and the general public, even under stressful circumstances.
 - (4) Communication:
 - (a) Security officers must possess the ability to clearly speak, read, and write the English language. They must be able to

clearly understand and be understood when communicating in English.

b. Performance standards:

- (1) The DISTRICT requires security staff to maintain the highest standards of performance and professionalism. The following are prohibited and may result in the immediate removal of an officer from the shift or from the DISTRICT contract.
 - (a) Sexual harassment or hostile work environment actions of any kind.
 - (b) Intoxication, odor of an alcoholic beverage on the person/ breath, or other evidence that the officer was either drinking such beverages while on duty or came to the job site under the influence of alcohol or having consumed alcohol to the extent that it is obvious while he/she is on duty.
 - (c) Being under the influence of any drug or narcotic, prescription or otherwise, while on duty.
 - (d) Unprofessional or hostile conduct as determined by DISTRICT Security staff, contract Security Supervisor, Client Manger or Assistant Client Manager using the reasonable person standard.
 - (e) Sleeping on duty
 - (f) Uniform violations that cannot be easily and immediately corrected
 - (g) Revealing/sharing confidential information
 - (h) Excessive personal phone usage
- (2) Removal of staff:
 - (a) The DISTRICT reserves the right to request any security contract employee be removed from assignment on the DISTRICT contract for any reason not prohibited by law.
 - (b) Selected CONTRACTOR will make staffing adjustments as necessary to cover critical posts until a replacement can be made.

- (c) Selected CONTRACTOR agrees to provide qualified replacement staff within four (4) hours.
7. TRAINING: The selected CONTRACTOR will be responsible for ensuring training is provided to all staff by a Field Training staff member who is qualified to work the post and provide training. No officer will be assigned to work alone at a post they have not been trained for. Proposer will explain, in detail, their training program and provide samples of their training materials. Proposer will describe their process for complying with the following training requirements:
- a. CONTRACTOR agrees to work with DISTRICT to develop and/or update a Field Training Manual for each post, that their supervisory and training staff can use to train officers for the post(s) that they are to be assigned.
 - (1) The trainer and the trainee will sign each “critical task” page from the Field Training Manual, attesting to the fact that the trainee feels competent to perform each task in accordance with the prescribed performance criteria, and the trainer agrees that the trainee is competent at that level.
 - b. DISTRICT will only be charged for officers who have passed all required general and position specific training. Hours spent with a training officer on a post will not be charged.
 - c. In addition to all BSIS and legally required training for certification, selected CONTRACTOR agrees to provide the DISTRICT with security officers who, at a minimum, have had general security officer training including, but not limited to the following:
 - (1) Site and post specific orientation (Field Training Orientation)
 - (2) Purposes and principles of security
 - (3) Authority and limitations of authority of the individual officer.
 - (4) Employee and public relations – people skills
 - (5) Report writing
 - (6) Use of radio communications devices and cellular phones
 - (7) Orientation and use of special equipment used by the DISTRICT such as electrically operated gates, closed circuit TV, etc.

8. BACKGROUND CHECKS: Proposer will explain their process for the following requirement:
 - a. For each employee assigned to the DISTRICT, CONTRACTOR shall conduct a comprehensive background check based on such factors as qualifications for assigned tasks, reliability and integrity, and meeting or exceeding the standards for written and oral communication.

9. UNIFORMS: Proposer will provide descriptions of available uniform options, how uniforms are supplied, and any uniform benefits provided to officers. Proposer will describe how it intends to meet the following criteria:
 - a. CONTRACTOR will maintain a uniform policy and ensure staff adhere to standards of professional appearance.
 - b. Unless specifically assigned to a plain clothes position, excepting the Client Manager and Assistant Client Manager, all security personnel will wear a clean and professional uniform while on duty.
 - c. Security Officers assigned to a post at an administrative facility will wear a dress style uniform which is clean, pressed, and free of defects.
 - d. Security Officers assigned to a post at a field location will wear a field uniform of style which is clean, pressed, and free of defects.
 - e. All uniformed security staff will display a name badge with minimally their first initial and last name plainly visible on their outermost clothing garment.
 - f. Supervisors must wear an insignia, approved by the DISTRICT, which identifies them as supervisors.
 - g. Security staff will be issued a security contractor access badge by the DISTRICT, which will be displayed on their outermost layer of clothing, above their waistline.
 - h. Security staff will be always in possession of their BSIS certification card while on duty.
 - i. The DISTRICT shall reserve the right to audit CONTRACTOR records and inspect their security officers while they are on duty at DISTRICT sites, to ensure compliance with the above.

10. EQUIPMENT FOR OFFICERS: Proposer will explain what equipment they supply to officers, how it is supplied, any replacement benefits provided, and any processes they have to meet the following requirements:
 - a. CONTRACTOR is responsible for furnishing each security officer and supervisor with required equipment such as:
 - (1) Badges
 - (2) Insignia of rank
 - (3) Foul weather and cold weather apparel
 - (a) foul weather and cold weather garments must be marked with the word "security" in plain, reflective lettering on the outer shell.
 - (4) Flashlight

11. VEHICLES: Proposers will explain their fleet operations and how they meet the following vehicle requirements:
 - a. CONTRACTOR will ensure that enough vehicles are assigned or available to the DISTRICT to always meet its obligations under this contract.
 - (1) CONTRACTOR will be responsible for maintaining vehicles in good working order including maintenance scheduling and transportation to and from a maintenance facility without disrupting DISTRICT security operations.
 - (2) Vehicles will be kept free from significant dents or damage. CONTRACTOR will ensure vehicles are replaced during maintenance cycles and after reaching 125,000 miles on the odometer.
 - (3) All vehicles will be consistently and clearly marked as security vehicles in accordance with the California Vehicle Code, with light reflective decals and will be equipped with amber flashing lights and spotlights.
 - (a) If vehicles are not white in color, any color and marking schemes will be approved by DISTRICT Manager of Security and Emergency Preparedness.

12. COMMUNICATIONS: The DISTRICT does not maintain a two-way radio system for communication. Proposer will explain how they can provide two-way

communication for security staff using a push-to-talk technology device capable of being used for dispatch services and group communication.

13. COST OF SERVICES: Proposers will provide all relevant information regarding pricing. Proposers will thoroughly document billing rates for staff by completing the table located in the Proposal Form in the Response Package section of this RFP.
 - a. Proposers will explain any pay scales, seniority, grade, or rank they use to determine wages and billing cost.
 - b. The bill rate quoted shall include **all** overhead and administrative costs. The DISTRICT will not be billed separately for equipment or administrative overhead. Only billing for the hourly rate of staff and vehicles at the predetermined, fixed rate will be accepted. All overhead and profit margin will be calculated as part of the fixed fee, including but not limited to:
 - (1) Benefits
 - (2) Holiday pay
 - (3) Office space
 - (4) Office supplies
 - (5) Computer equipment
 - (6) Computer use/software charges
 - (7) Books, publications, periodicals
 - (8) Insurance
 - (9) Uniforms, tools and equipment
 - (10) Training materials, seminars, or continuing education
 - (11) Utilities
 - (12) Meals, transportation, or other charges
 - (13) Project management
 - (14) Profit
 - (15) Recruitment, hiring, Human Resources

- c. Proposers will explain benefits provided to staff including:
 - (1) Health, dental, and vision coverage
 - (2) Vacation and holiday pay/policies
 - (3) Uniform allowance, provision, cleaning
- d. The DISTRICT will not pay overtime to fill any position for which CONTRACTOR has been given 24 hours of notice and will only pay overtime when expressly authorized in writing.
- e. Proposers will explain pricing for vehicles. The DISTRICT will be charged a flat rate for the use of vehicles. The flat rate must include all maintenance and overhead costs.

14. EMERGENCY STAFFING: The DISTRICT is a Critical Infrastructure entity providing services vital to emergency response, public health and welfare and must be considered a priority client. In the event of any emergency or disaster such as pandemic, civil unrest, natural disaster and/or wildfire, etc., the DISTRICT may require significant increases in staffing in a short period of time, to secure critical infrastructure sites, the safety of DISTRICT personnel, enabling the restoration and/or provision of services. Proposer will describe any Mutual Aid or emergency staffing procedures they have including their communication and mobilization procedures, and how many qualified officers they anticipate being able to provide in a designated period, based on safe and legal travel expectations.

- a. CONTRACTOR agrees to provide additional security officers, trained and ready to be deployed as needed, per the following table:

Hours After Initial Request	Additional Number of Officers	Total Number of Additional Officers
2		
4		
8		
24		
36		

15. IMPLEMENTATION & TRANSITION: DISTRICT requires the greatest degree of continuity of services possible during any transition period. Proposer will describe their proposed process for transition to a new security contract including the following:

- a. Process for evaluating existing security personnel for employment and onboarding of qualified staff members.
 - (1) Prior to releasing any current staff member, Proposers will consult with the District and explain the reason for the release.
- b. Process for ensuring pay and benefits packages for any transitioning officers is equal to or greater than their existing pay and benefits.
 - (1) Proposer's will identify if their security employees are part of a union and identify which union represents them, or if they are unrepresented.
- c. Process for ensuring properly marked and equipped vehicles are placed into service.
- d. Process for ensuring appropriate uniforms, equipment, forms, and systems (time keeping, log keeping) are transitioned.

D. OPTIONAL SERVICES:

The DISTRICT may require periodic optional services through its security contract. CONTRACTOR will describe its ability to provide the following optional services on an as-needed basis.

- 1. TEMPORARY DEPLOYMENT OF SUPPLEMENTAL SECURITY EQUIPMENT: Proposer will describe its ability to provide, deploy, maintain, monitor and demobilize temporary security related equipment such as:
 - a. Barricades
 - b. Security signage
 - c. Fixed or mobile cameras and surveillance equipment with monitoring services and talk-down capability
 - d. Intrusion sensors

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	Monday, January 22, 2023	
MANDATORY Proposal Conference	Tuesday, February 6, 2024 @1:00 p.m.	375 11 th Street Oakland, CA 94607
Last Day for questions	Tuesday, February 13, 2024 by 4:00 p.m. PST	
Q&A Responses, Final Addendum Publish Date	Thursday, February 15, 2024 by 4:00 p.m. PST	
Response Due	Tuesday, February 27, 2024 by 4:00 p.m. PST	
Finalist Notifications	Thursday, March 14, 2024, by 4:00p.m. PST	
Finalist Interviews	In- Person - Wednesday, March 20, 2024 By Appointment	
Notice of Intent to Award	Friday, March 29, 2024	
Board Date	May 14, 2024	
Anticipated Contract Start Date	August 1, 2024	

Note: All dates are subject to change **by DISTRICT.**

CONTRACTORS are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

A. MANDATORY PROPOSAL CONFERENCE

Mandatory Proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

Following the Proposal Conference, all questions deemed to be pertinent by the District will be documented and posted online with any necessary addenda by date listed in the Calendar of Events.

*****In order to be eligible to submit a Proposal on this RFP, a representative from the Proposer's company MUST attend the Proposal conference and sign into confirm her/his attendance. If an RFP response is submitted by a company that was not in attendance at this meeting, the RFP response WILL be rejected.*****

B. ORAL PRESENTATION AND INTERVIEW

Following the review of all submitted proposals, the District will invite the most suitable Proposers to a formal oral interview. Identified Proposers will receive a notification with their assigned timeslot for an interview in person.

The intent of the oral interview is to evaluate the Proposer's key staff members' ability to demonstrate a clear understanding of the scope of services and respective regulatory requirements with AWIA compliance in addition to exhibiting sound communication skills and ability to work effectively as a team.

During the oral interview, Proposers will be given twenty-five (25) minutes to provide a presentation of their proposal. Following the presentation, the Selection Committee will ask Proposers a series of questions.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.

5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District’s requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Relevant Experience: Up to 15 Points</p> <p>An evaluation will be made of how the RFP response provides a detailed description of the CONTRACTOR’s experience in providing contract security services as described in this RFP document. This evaluation will include but not be limited to:</p> <ol style="list-style-type: none"> 1) Overall experience in providing armed and unarmed security services including fixed post, mobile patrol, incident response, report writing, contract management, security operations center and dispatch services, and access support to business entities. 2) Experience with Critical Infrastructure/Key Resources (CI/KR) based organizations.

	<ol style="list-style-type: none"> 3) Experience working with utility infrastructure organizations. 4) Experience in providing services to organizations with similar size and geographic scope as EBMUD. 5) Are résumés for corporate and project management personnel complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
<p>B.</p>	<p>Cost: Up to 15 points</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each CONTRACTOR’s total proposed cost, as calculated based on the weekly hours from the proposed staffing plan.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1) Reasonableness (i.e., does the proposed pricing accurately reflect the CONTRACTOR’s effort to meet requirements and objectives?); 2) Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3) Affordability (i.e., the ability of the DISTRICT to finance this project) 4) Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the DISTRICT cannot afford.
<p>C.</p>	<p>Implementation Plan and Schedule: Up to 20 points</p> <p>An evaluation will be made of the likelihood that the CONTRACTOR’s implementation plan and schedule is realistic and provides for the greatest continuity of service, including transition of personnel, processes, systems, and equipment.</p>
<p>D.</p>	<p>References (See Exhibit A – RFP Response Packet): Up to 10 points</p> <p>References will only be consulted and scored for finalist proposers who are asked to participate in the oral presentation portion of the selection process.</p> <ol style="list-style-type: none"> 1) Do references indicate that the size and scope of their project was similar to the services described in this RFP? 2) Do references describe a positive customer experience, wherein the proposer consistently met all contract requirements and were responsive to concerns of the reference organization? 3) Does the security staff at all levels of the proposer’s contract provide a professional level of service and uniform appearance?

	<p>4) Has the reference organization renewed, or would the reference organization renew a contract with the proposer?</p>
<p>E.</p>	<p>Oral Presentation and Interview: Up to 10 points The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p> <ol style="list-style-type: none"> 1) Was the presentation provided by the proposer professionally authored and presented? 2) Did the presentation convey the proposer’s ability to meet the requirements of the RFP? 3) Was the information provided clear, concise, and relevant? 4) Was the proposer able to answer District questions clearly and completely?
<p>F.</p>	<p>Understanding of the Project: Up to 20 points RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1) Has the Proposer demonstrated a thorough understanding of the purpose and scope of the DISTRICT security program in size, complexity and geographic scope? 2) Has the Proposer adequately described its ability to fulfill the terms outlined in the scope of services described in the RFP? 3) How well has the Proposer described its recruiting, hire, and retain highly qualified personnel? 4) Has the Proposer demonstrated a training program that will ensure staff are highly competent in all aspects of providing the services described in this RFP? 5) Has the Proposer demonstrated their ability to provide excellent corporate support of the Client Manager and DISTRICT to ensure a high level of professional security services? 6) Has the Proposer demonstrated their ability to provide and maintain appropriate equipment and vehicles to ensure the safe and consistent conduct of security operations? 7) Has the proposer identified innovative and/or creative means of ensuring a high quality of service and technical expertise and ensure operational consistency?
<p>G.</p>	<p>Contract Equity Program: Up to 10 points As described in the guidelines contained in Exhibit A-Contract Equity Program, PROPOSER Information and Acceptance. points will be given for local businesses, small businesses, and diversity of subconsultants/team members for up to a total of 10 points.</p>

C. PRICING

1. Prices quoted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include an and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

All Contractors proposing on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess

of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer(s) being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a General Services Agreement with a “not to exceed” contract price will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Invoices will be provided to the Security and Emergency Preparedness Section of the District once per month, providing the following details:
 - a. Actual services performed by post
 - b. Date services performed
 - c. Number of hours and time range of services performed
 - d. Name of employee providing services (Last, First)
 - e. Job classification/pay level of employee providing services
 - f. Hourly wage of the employee
 - g. Bill rate of the employee
 - h. A description of services performed (e.g., shift, vacation relief, capital improvement post, special event, etc.)

- i. If work is in support of a Capital Improvement Project, the DISTRICT provided project and task numbers associated with the project must be included
2. Following the Districts acceptance of the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
3. The District will notify the General or Professional Service Provider of any invoice adjustments required.
4. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
5. The District will pay General or Professional Service Provide an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. **BONDS**

1. The successful Proposer will be required to post and maintain a Payment Bond for 100 percent (100%) of the total contract amount of any subcontract issued in conjunction with any work resulting from an agreement in response to this Request for Proposals. Bonds must be on District forms as attached to this RFP as **Exhibit E - Bond Forms**.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. **DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Manager of Security and Emergency Preparedness

EBMUD-Regulatory Compliance Office

E-Mail: david.cook@ebmud.com

PHONE: (510) 287-0881

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Manager of Security and Emergency Preparedness
EBMUD-Regulatory Compliance Office
E-Mail: david.cook@ebmud.com
PHONE: (510) 287-0881

B. SUBMITTAL OF RFP RESPONSE

1. Submit four (4) hardcopy proposals to:

<p>RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc.) to: Kelley Smith, Manager of Purchasing EBMUD RFP No. 782-24-001 – Contract Security 375 Eleventh Street Oakland, CA 94607</p>	<p>RESPONSE DELIVERED BY MAIL (USPS) to: Kelley Smith, Manager of Purchasing EBMUD RFP No. 782-24-001 – Contract Security P.O. Box 24055 Oakland, CA 94623</p>
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2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, E, or F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**

2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – Contract Security Services 782-24-001

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - EXHIBIT A – RFP RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
 - COPIES OF ALL STANDARD TRAINING MATERIAL USED TO TRAIN SECURITY STAFF
 - SAMPLE INVOICE
 - SAMPLE REPORTS USED BY PROPOSER COMPANY INCLUDING DAILY ACTIVITY REPORTS

- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.

- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.

- PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
 - Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference, and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: _____
- Joint Venture
- Partnership
- Non-Profit / Church

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

YES NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

In the table below, proposers will complete rows for each District Position, for each classification, rank, level, and/or pay scale for whom, based on the duties required in section I. C. above, the proposer feels are best qualified to work that post. If multiple classifications, levels, ranks, and/or pay scales are qualified for a position, there will be one row for each qualifying classification, rank, level, and/or pay scale identified. Using the proposed staffing schedule in Exhibit G, the highest proposed bill rate for each District Position and the number of anticipated weekly hours for each of those positions, calculate the anticipated average weekly cost of services for your proposal.

	A	B	C	D	E	F	G	H
District Position	Proposed Classification, Rank, Level, Pay Scale (For multiple levels or pay scales proposed for one District position, use one row for each proposed level/pay scale)	Wage Per Hour	Cost of all Benefits and Overhead	Base Labor Rate (B+C)	Fixed Fee (Profit)	Billing Rate (D+E+F)	Overtime Wage Per Hour (B x 1.5)	Overtime Billing Rate
Client Manager								
Assistant Client Manager								
Shift Supervisor								
Patrol Officer								
SOCC Dispatcher								
Administrative Support Officer								
Facility Access Control Posts (fixed)								
Facility Rover								

Table 1



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e., Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
4. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed service will indicate the timeframe required to a transition period. It will be evaluated for the process described for evaluating qualifications of existing security staff members to be hired by the new Proposer. The

evaluators will also consider the process for onboarding any new equipment, vehicles, and required training programs.

5. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

6. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

7. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES
RFP For – Contract Security Services 782-24-001

Proposer Name: _____

Proposer must provide a minimum of three (3) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For – Contract Security Services 782-24-001

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be downloaded from the District website at the following link:

<https://www.ebmud.com/business-center/contract-equity-program>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.



EXHIBIT B INSURANCE REQUIREMENTS

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.
- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

INSURANCE VERIFICATION DOCUMENTS

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence
& \$4,000,000 aggregate	
Personal Injury/Advertising Injury	\$2,000,000 per occurrence
& \$4,000,000 aggregate	
Products/Completed Operations	\$2,000,000 per occurrence
& \$4,000,000 aggregate	
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.

- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- K. “Independent CONTRACTOR’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies’ limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict

coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.

- F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
- G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer’s limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent’s Signature: _____

IV. Professional Liability (also known as Errors and Omissions) Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000
- D. If Coverage is written on a claims-made form, the following shall apply:
 - 1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 - 3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.
- F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

SAMPLE

EXHIBIT C
SAMPLE
General Services Agreement

The general services agreement is not required at the time of submission. The District standard general services agreement is provided for informational purposes.

**GENERAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**
Contract Security Services

THIS Agreement is made and entered into this _____ day of *(month)*, 201_, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and *(CONTRACTOR'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.]*), hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *(need for project)*; and

WHEREAS, DISTRICT has completed *(completed projects that pertain to this project - optional)*; and

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting services for *(state type - "preparation of planning documents", "preparation of design documents", or "construction management support services")* for the *(project title)* and CONTRACTOR represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

IF OVER \$80,000:

WHEREAS, DISTRICT Board of Directors has authorized the contract by Motion Number _____;

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONTRACTOR agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONTRACTOR's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONTRACTOR provided that DISTRICT's Project Manager notifies CONTRACTOR of modified completion dates by letter. CONTRACTOR agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONTRACTOR has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to so perform the work. CONTRACTOR represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONTRACTOR agrees that the work performed under this Agreement shall follow practices usual and customary to the (*state type - for example "engineering"*) profession and that CONTRACTOR is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONTRACTOR from such professional responsibility for the work performed.
- 1.4 CONTRACTOR agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONTRACTOR further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONTRACTOR during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractor in connection with these services shall be delivered to and shall become the exclusive

property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.

- 1.6 CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONTRACTOR is retained to render general services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONTRACTOR for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1 For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of **\$(dollars)**. Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein.

CONTRACTOR acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONTRACTOR certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.

- 2.2 In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONTRACTOR shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1 This Agreement shall become effective upon execution of the second signature. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.
- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONTRACTOR shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONTRACTOR's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONTRACTOR or prepared by CONTRACTOR for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONTRACTOR is entitled in the event of termination of the Agreement and CONTRACTOR shall be entitled to no other compensation or damages and

expressly waives same. Termination under this Article 4 shall not relieve CONTRACTOR of any warranty obligations or the obligations under Articles 1.4 and 7.1.

(Optional)

- 4.3 This Agreement may be terminated by CONTRACTOR upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONTRACTOR.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONTRACTOR'S performance under this Agreement, and for liaison and coordination between DISTRICT and CONTRACTOR. CONTRACTOR may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONTRACTOR of the change in writing.
- 5.2 CONTRACTOR designates (*CONTRACTOR Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONTRACTOR designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager. (*The following sentence is optional.*) CONTRACTOR hereby commits an average of (*1 to 100*) percent of (*CONTRACTOR Project Manager's name*) time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONTRACTOR expressly agrees that this Agreement is subject to DISTRICT'S Contract Equity Program ("CEP"). CONTRACTOR is familiar with the DISTRICT'S CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. CONTRACTOR understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONTRACTOR further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.

6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONTRACTOR shall maintain records of the total amount actually paid to each subcontractor. Any change of CONTRACTOR'S listed subcontractor(s) shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

7.2 Insurance Requirements

Insurance Requirements are as stated in Exhibit D, Insurance Requirements.

ARTICLE 8 - NOTICES

Any notice which DISTRICT may desire or is required at any time to give or serve CONTRACTOR may be delivered personally, or be sent by United States mail, postage prepaid, addressed to:

(firm's name)

(address)

Attention: *(contact, usually the CONTRACTOR's project manager),*

or at such other address as shall have been last furnished in writing by CONTRACTOR to DISTRICT.

Any notice which CONTRACTOR may desire or is required at any time to give or serve upon DISTRICT may be delivered personally at EBMUD, 375 - 11th Street, Oakland, CA 94607-4240, or be sent by United States mail, postage prepaid, addressed to:

Director of
P.O. Box 24055
Oakland, CA 94623-1055

or at such other address as shall have been last furnished in writing by DISTRICT to CONTRACTOR.

Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONTRACTOR shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONTRACTORS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

CONTRACTOR shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONTRACTOR affirms that it does not have any financial interest or conflict of interest that would prevent CONTRACTOR from providing unbiased, impartial service to the DISTRICT under this Agreement.

(If this Agreement is to be executed using digital signatures via DocuSign instead of wet signatures, use the following paragraph. Otherwise, delete it.)

- 9.9 Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

(If this Agreement is to be executed by having each party wet sign a separate signature page and submitting all signed pages in original format or via scanning for compilation with the final Agreement, use the following paragraph. Otherwise, delete it.)

9.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

ARTICLE 10 - TERM

Unless terminated pursuant to Article 4 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

(NOTE: do not have a page break leaving signatures by themselves—must have at least the “in witness whereof” paragraph on signature page)

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date _____
(Name),
(Insert title - Director of Engineering and Construction or Manager of Support Services)

Approved As To Form

By: _____
for the Office of the General Counsel

(CONSULTING FIRM'S NAME, ALL CAPS & BOLD)

By: _____ Date _____
(Name),
(Title)

EXHIBIT A

**East Bay Municipal Utility District
(Project Title)**

SCOPE OF SERVICES

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

(State each task with associated task number)

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District (Project Title)

COMPENSATION

Compensation for services provided in Exhibit A, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in this Exhibit.

1. DISTRICT shall pay CONTRACTOR only the actual costs incurred, subject to the Maximum Cost Ceiling. CONTRACTOR certifies that the cost and pricing information used herein are complete, current and accurate. CONTRACTOR acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONTRACTOR services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs. Costs to be paid comprise the following:

2.1 Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the hourly rate for the employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor rates shall be based on a normal 8-hour day, 40-hour week.

2.2 Indirect Costs

DISTRICT shall pay CONTRACTOR an overhead expense equal to (*insert overhead rate*) percent of labor costs incurred by CONTRACTOR. CONTRACTOR acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONTRACTOR's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.

- Parking (DISTRICT does NOT provide parking to CONTRACTOR in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONTRACTOR shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subcontractor Services

Subcontractor services shall be billed at cost (plus a *(insert rate)* percent markup).

2.4. Other Direct Costs

Other Direct Costs shall be approved by DISTRICT in advance in writing, and shall be billed at cost, without markup. These costs include, but are not limited to the following:

- 2.4.1. Automobile expenses at *(insert rate)* cents per mile when CONTRACTOR is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.

2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:

- Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
- Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.
- Air travel is coach or economy rate for refundable tickets. Business and first-class rates will not be reimbursed.
- Lodging accommodations are moderately priced.
- Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.)
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5 Budget Amounts

D.	<u>Contr</u> <u>acted</u> <u>Service</u> <u>es</u>	E.	<u>Optio</u> <u>nal</u> <u>Service</u> <u>es</u>	F.	<u>Maximum</u> <u>Cost</u> <u>Ceiling*</u>
\$(dollars)		\$(dollars)		\$(dollars)	

**** (Maximum Cost Ceiling is the sum of Contracted and Optional Services. If your scope has no Optional Services, delete the Contracted and Optional Services columns.)***

The Maximum Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Exhibit B-1 and Exhibit B-2. Costs described above, comprising Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6 Billing and Payment

CONTRACTOR shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subcontractor(s) and outside service(s) shall be attached. ***(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONTRACTOR is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. ")*** DISTRICT shall pay CONTRACTOR within thirty (30) days, upon receipt of a proper CONTRACTOR invoice, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")***

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the authorized Maximum Cost Ceiling is reached, CONTRACTOR shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from the DISTRICT Project Manager in such a manner so as not to exceed the Maximum Cost Ceiling. In no event shall the Maximum Cost Ceiling be increased unless there is a written amendment of this Agreement.

2.7 Budget Status Reports

For the duration of this Agreement, the CONTRACTOR shall provide DISTRICT with (*"bi-weekly" or "monthly" depending on duration of project*) budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONTRACTOR and subcontractor time sheets up to a date within 3 weeks of the date of the budget status report.

2.8 Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. (*Optional Insert – include this paragraph 2.9 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.*)

2.8.1 All Contractors and Subcontractors of any tier bidding on or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).

2.8.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).

2.8.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for

inspection by any interested party at www.dir.ca.gov.

- 2.8.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.8.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.8.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.8.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.
- 2.8.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information

required on the Department's form

- 2.8.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- 2.8.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.8.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.8.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code,

Sections 1810, et seq.

- 2.8.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.8.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.8.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnode.html>.

(Note: this table is prepared by the CONTRACTOR. The following is provided to show format.)

EXHIBIT B-1

**East Bay Municipal Utility District
(Project Title)**

COST DISTRIBUTION

	CONTRACTOR						Subcontractors**						Total
	Direct Labor				Indirect Costs	ODCs*	Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer		
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total			(***)	(***)	Total Cost	(***)	(***)	Total Cost	
I. Contracted Services													
Task 1.1:													
Task 1.2:													
Task 2.1:													
Task 2.2:													
Subtotal I.													
II. Optional Services													
Task 3:													
Task 4:													
Subtotal II.													
TOTAL of Subtotals I. & II													

* ODCs = Other Direct Costs.

** Includes any prime CONTRACTOR markup in subcontractor hourly rates.

*** *Insert hourly rate.*

(Note: this table is prepared by the CONTRACTOR. The following is provided to show format.)

EXHIBIT B-2

**East Bay Municipal Utility District
(Project Title)**

LABOR DISTRIBUTION*

	CONTRACTOR				Subcontractors***							Total
					Subcontractor # 1			Subcontractor # 2				
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal		
I. Contracted Services												
Task 1.1:												
Task 1.2:												
Task 2.1:												
Task 2.2:												
Subtotal I.												
II. Optional Services												
Task 3:												
Task 4:												
Subtotal II.												
TOTAL												

(Include both CONTRACTOR and subcontractor hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.)*

EXHIBIT C

**East Bay Municipal Utility District
(Project Title)**

CEP COMPLIANCE

<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT*</u>	<u>MINIMUM PERCENT**</u>
<i>(Name of Subcontractor's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
<i>(Name of Subcontractor's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
TOTAL	<i>\$(dollars)</i>	<i>(1 to 99)</i>

* Does not include CONTRACTOR's markup. *(Include this footnote only if your contract includes markup on subcontractors.)*

** Based on a Maximum Cost Ceiling amount of *\$(dollars)*.

EXHIBIT D INSURANCE REQUIREMENTS

(Insurance requirements may vary based on the nature of the Agreement. Always make sure these Insurance terms are reviewed by Risk Management for your contract.)

(Change the word “CONTRACTOR” if necessary to match the term in the Agreement)

I. Provisions Applicable to All Required Insurance

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit D to the DISTRICT. The Exhibit D may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit D prior to the expiration date of any of the required insurance. The updated Exhibit D shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.

C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit D to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage

with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this *Exhibit D*.

II. Workers' Compensation and Employer's Liability Insurance Coverage

G. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

H. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

I. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

J. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

K. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

L. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and

confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Commercial General Liability Insurance ("CGL") Coverage

M. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

N. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

O. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

P. Coverage must be on an occurrence basis.

Q. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.

R. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

S. There will be no exclusion for explosions, collapse, or underground liability (XCU).

T. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR's behalf.

U. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."

V. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR's failure to provide the waiver of subrogation from its insurance carrier(s).

W. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

X. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit

is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

SAMPLE

V. Professional Liability (also known as Errors and Omissions) Insurance Coverage

G. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

H. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

I. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000

Aggregate Limit: \$2,000,000

D. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent’s Signature: _____

VI. Pollution Liability Insurance Coverage

A. CONTRACTOR’s insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit: \$2,000,000;
Aggregate Limit: \$2,000,000.

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

E. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.

2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent’s Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage

A. CONTRACTOR’s insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR’s Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. Coverage shall be included for all premises and operations in any way related to this Agreement.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR’s behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
6. “Independent CONTRACTOR’s Liability” shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy’s limits.
9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: **Amount: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*

EXHIBIT E PAYMENT BOND FORM



DATE _____

PAYMENT BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the contractor named above, hereinafter called the Contractor, has this day entered into a Contract with East Bay Municipal Utility District, hereinafter called the District, to perform and complete the work set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part hereof; and

WHEREAS, Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof, require contractors upon public work to file with the body by whom such contract was awarded a good and sufficient bond to secure the claims to which reference is made in said sections, NOW THESE PRESENTS

WITNESSETH: That the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto any and all materialmen, persons, firms, or corporations furnishing materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, and to all persons, firms or corporations renting or hiring implements or machinery for or contributing to the said work to be done and to all persons who perform work or labor of any kind or nature thereon, or in connection therewith, and to all persons who supply both work and materials, in the sum entered on the first page hereof, lawful money of the United States of America, being not less than the total amount payable by the terms of said Contract, for which payment well, truly and promptly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

The condition of the above obligation is such that if the Contractor, or the Contractor's subcontractors, fail to pay for any materials, provisions or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, provided that any and all claims hereinunder shall be filed and proceedings had in connection therewith as required by the provisions of said Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof: PROVIDED ALSO, that in case suit is brought upon this Bond a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated the day and year entered on the first page hereof.

Each signatory to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this _____ day of _____, 20 _____

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

*If corporation, Corporate President or CEO; if Partnership, Partner.

**Corporate Secretary or financial officer.



EXHIBIT F INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit F for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit F may be released in response to a CA PRA request.

If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT F to the title and/or filename.

Exhibit G

Proposed Security Staffing Plan and Hours

Day Shift							
Post	Day	Time	Location	Veh	Hours	High Bill Rate	Cost
Shift Supervisor	Sat & Sun	0700 – 1500	District	X	16		
Mobile Patrol 1	Sat & Sun	0700 – 1500	East Hills	X	16		
Mobile Patrol 2	Sat & Sun	0700 – 1500	West Hills	X	16		
Mobile Patrol 3	Sat & Sun	0700 – 1500	West Hills	X	16		
Mobile Patrol 4	Sat & Sun	0700 – 1500	West Hills	X	16		
Mobile Patrol 5	Sat & Sun	0700 – 1500	West Hills	X	16		
AB 2 nd Floor Lobby	Sat & Sun	0900 – 1700	Oakland		16		
AMC Rover	Sat & Sun	0700 – 1500	Oakland		16		
Oakport Rover	Sat & Sun	0700 – 1500	Oakland		16		
SD-1 Gate	Sat & Sun	0800 – 1600	Oakland		16		
SD-1 Patrol	Sat & Sun	0700 – 1500	Oakland	X	16		
Swing Shift							
Shift Supervisor	Sat & Sun	1500 – 2300	District	X	16		
Mobile Patrol 1	Sat & Sun	1500 – 2300	East Hills	X	16		
Mobile Patrol 2	Sat & Sun	1500 – 2300	West Hills	X	16		
Mobile Patrol 3	Sat & Sun	1500 – 2300	West Hills	X	16		
Mobile Patrol 4	Sat & Sun	1500 – 2300	West Hills	X	16		
Mobile Patrol 5	Sat & Sun	1500 – 2300	West Hills	X	16		
AMC Rover	Sat & Sun	1500 – 2300	Oakland		16		
Oakport Rover	Sat & Sun	1500 – 2300	Oakland		16		
SD-1 Gate	Sat & Sun	1600 – 0000	Oakland		16		
SD-1 Patrol	Sat & Sun	1500 – 2300	Oakland	X	16		
Grave Shift							
Shift Supervisor	Sat & Sun	2300 – 0700	District	X	16		
Mobile Patrol 1	Sat & Sun	2300 – 0700	East Hills	X	16		
Mobile Patrol 2	Sat & Sun	2300 – 0700	West Hills	X	16		
Mobile Patrol 3	Sat & Sun	2300 – 0700	West Hills	X	16		
Mobile Patrol 4	Sat & Sun	2300 – 0700	West Hills	X	16		
Mobile Patrol 5	Sat & Sun	2300 – 0700	West Hills	X	16		
AMC Rover	Sat & Sun	2300 – 0700	Oakland		16		
Oakport Rover	Sat & Sun	2300 – 0700	Oakland		16		
SD-1 Gate	Sat & Sun	0000 – 0800	Oakland		16		

SD-1 Patrol	Sat & Sun	2300 – 0700	Oakland	X	16		
Pardee Patrol	Fri – Sun	1900 – 0700	Valley Springs	X	36		
Day Shift							
Client Manager	Mon – Fri	0600 – 1400	District		40		
Asst. Client Manager	Mon – Fri	1200 – 2000	District		40		
Mobile Patrol 1	Mon – Fri	0700 – 1500	East Hills	X	40		
Mobile Patrol 2	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 3	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 4	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 5	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 6	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 7	Mon – Fri	0700 – 1500	West Hills	X	40		
Mobile Patrol 8	Mon – Fri	0700 – 1500	Stockton Aqueduct	X	40		
Administrative Support Officer	Mon – Fri	0700 – 1500	Oakland		40		
SOCC Supervisor	Mon – Fri	0700 – 1500	Oakland		40		
North Area Service Center	Mon – Fri	0800 – 1600	Oakland		40		
SD-1 Gate 1	Mon – Fri	0600 – 1400	Oakland		40		
SD-1 Gate 2	Mon – Fri	0900 – 1700	Oakland		40		
SD-1 Patrol	Mon – Fri	0700 – 1500	Oakland	X	40		
AMC Admin. Desk	Mon – Fri	0600 – 1400	Oakland		40		
AMC Shops	Mon – Fri	0700 – 1500	Oakland		40		
Upper San Leandro WTP	Mon – Fri	0600 – 1600	San Leandro		50		
El Sobrante WTP	Mon – Fri	0600 – 1600	El Sobrante		50		
Lafayette WTP	Mon – Fri	0600 – 1500	Lafayette		45		
San Pablo WTP	Mon – Fri	0700 – 1500	Berkeley		40		
San Pablo Dam Road	Mon – Fri	0700 – 1500	San Pablo		40		
Orinda WTP	Mon – Fri	0500 – 1600	Orinda		55		
Orinda WTP	Mon – Fri	0500 – 1600	Orinda		55		
Orinda WTP Rover	Mon – Fri	0900 – 1500	Orinda		36		
Walnut Creek WTP	Mon – Fri	0700 – 1500	Walnut Creek		40		
AB 2 nd Floor Lobby	Mon – Fri	0600 – 1400	Oakland		40		
AB Loading Dock	Mon – Fri	0800 – 1600	Oakland		40		
AB Rover 1	Mon – Fri	0700 – 1500	Oakland		40		

AB Rover 2	Mon – Fri	0800 – 1600	Oakland		40		
Swing Shift							
Patrol Supervisor	Mon – Fri	1500 – 2300	District	X	40		
Mobile Patrol 1	Mon – Fri	1500 – 2300	East Hills	X	40		
Mobile Patrol 2	Mon – Fri	1500 – 2300	West Hills	X	40		
Mobile Patrol 3	Mon – Fri	1500 – 2300	West Hills	X	40		
Mobile Patrol 4	Mon – Fri	1500 – 2300	West Hills	X	40		
Mobile Patrol 5	Mon – Fri	1500 – 2300	West Hills	X	40		
Oakport Rover	Mon – Fri	1500 – 2300	Oakland		40		
AMC Rover	Mon – Fri	1500 – 2300	Oakland		40		
SOCC Dispatcher	Mon – Fri	1500 – 2300	Oakland		40		
AB Rover	Mon – Fri	1600 – 0000	Oakland		40		
AB 2 nd Floor Lobby	Mon – Fri	1400 – 1800	Oakland		20		
AB B2 Garage	Mon – Fri	1400 – 1800	Oakland		20		
SD-1 Gate	Mon – Fri	1600 – 0000	Oakland		40		
SD-1 Patrol	Mon – Fri	1500 – 2300	Oakland		40		
Grave Shift							
Shift Supervisor	Mon – Fri	2300 – 0700	District	X	40		
Mobile Patrol 1	Mon – Fri	2300 – 0700	West Hills	X	40		
Mobile Patrol 2	Mon – Fri	2300 – 0700	East Hills	X	40		
Mobile Patrol 3	Mon – Fri	2300 – 0700	West Hills	X	40		
Mobile Patrol 4	Mon – Fri	2300 – 0700	West Hills	X	40		
Mobile Patrol 5	Mon – Fri	2300 – 0700	West Hills	X	40		
Mobile Patrol 9	Mon – Thu	2000 – 0600	Upcountry	X	40		
Oakport Rover	Mon – Fri	2300 – 0700	Oakland		40		
AMC Rover	Mon – Fri	2300 – 0700	Oakland		40		
SOCC Dispatcher	Mon – Fri	2300 – 0700	Oakland		40		
AB Rover	Mon – Fri	0000 – 0800	Oakland		40		
SD-1 Gate	Mon – Fri	0000 – 0800	Oakland		40		
SD-1 Patrol	Mon – Fri	2300 – 0700	Oakland	X	40		

Total 2863 weekly hours