



EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ) EMPLOYEE AND ORGANIZATIONAL DEVELOPMENT FACILITATOR AND COACH ROSTER

RSQ PROCESS

The East Bay Municipal Utility District (the District) requests a Statement of Qualifications (SOQ) from firms interested in competing for placement on the Employee and Organizational Development Facilitator and Coach Roster (EOD-FCR). Consultant selection for the roster will be completed utilizing the following process:

- The Qualifications Summary forms, SOQ and other related documents will be evaluated by a panel of District personnel based on criteria outlined in Sections 4 and 5.
- Firms that meet the requirements for the specified criteria will be placed on the roster in their specialized discipline(s) for 2 years.
- Final consultant selection from the roster will be made by the District as services are required on a contract-by-contract basis.

RSQ CONTENTS

Section 1 – Project Information

Section 2 – Preliminary Scope of Consultant Work

Section 3 – Statement of Qualifications

Section 4 – Supplemental Qualifications Information & SOQ Evaluation

Section 5 – Interview/Selection

STATEMENT OF QUALIFICATIONS' LENGTH

Each firm will submit their SOQ in pdf format. The submittal shall be limited to the following number of pages:

- Transmittal Letter
(Stating as a minimum the location of the local office) 1 Page
- Consulting Firm Information/Specialty Areas
Discipline Selection 2 Pages
- Specialty Discipline Forms
(Firm Experience/Key Personnel) 9 Pages Maximum
- Supplemental Qualification Information
Applicable Experience (Firm and Key Personnel)
Ability to Respond & Project Approach 9 Pages Maximum
- Resumes (maximum two pages per person)
- Standard Rate Sheet

Email your electronic submissions to joy.jamili@ebmud.com Attn: Joy Jamili

All technical questions should be submitted in writing via the same email address.

SECTION 1

PROJECT INFORMATION

1.1 BACKGROUND

The District employs over 2000 individuals, including approximately 400 managers, supervisors and other formal and informal leaders.

The Employee and Organizational Development (EOD) Division serves as the District's central resource for leadership and career development, and delivers the Manager and Supervisor Training Program (MAST). EOD staff also provide career coaching, support for the District's Tuition Reimbursement Program, administer the District's Performance Management Program, leads organizational culture initiatives, and facilitates team development initiatives. The programs and initiatives are currently delivered by a staff of four Human Resources Analysts (facilitators), two Human Resources Technicians, and a Senior Administrative staff person.

To supplement these services and staff, the District seeks to establish a roster of qualified training and consulting firms. Selected firms will provide professional services for specific scope of work or support District staff in a number of professional, career, and leadership development course content customization and facilitation. Consultants may be used to either: (a) work independently on a specific project; or (b) supplement an in-house staff effort.

The District will use the roster in selection of consultants for contracts. However, in very limited circumstances, District staff may receive a waiver to use a firm not on the roster from the Department Director.

1.2 GOALS

The District's goal is to provide employees with timely access to high quality resources, training, and coaching to support their professional, career, and leadership development. This commitment ensures that employees at all levels are equipped to advance in their careers, enhance their leadership skills, and contribute meaningfully to the District's mission, to manage the natural resources with which the District is entrusted; to provide reliable, high-quality water and wastewater services at fair and reasonable rates for the people of the East Bay; and to preserve and protect the environment for future generations.

1.3 EMPLOYEE AND ORGANIZATIONAL DEVELOPMENT FACILITATOR AND COACH ROSTER (EOD-FCR)

1.3.1 Qualifications Evaluation

Firms seeking inclusion in the EOD-FCR will be evaluated based on their ability to meet the minimum qualification requirements, as demonstrated through the following submissions:

- **Qualifications Summary Forms:** Complete and accurate submission of the requested information.
- **Supplemental Qualification Information:** Detailed descriptions of the firm's expertise and experience in relevant training disciplines.
- **Resumes of Key Personnel:** Clear documentation of the experience, qualifications, and certifications (where required) of facilitators and coaches who will deliver services.
- **Certification Verification (Core Leadership and Team Development Only):** Proof of active certifications for training facilitators in one or more of the following recognized curricula, which serve as the District's core leadership and team development frameworks:
 - The Leadership Challenge (Kouzes and Posner)
 - DDI (Development Dimensions International)

- DiSC (Wiley)
- Five Behaviors of a Cohesive Team (Wiley)
- Emotional Intelligence (TalentSmartEQ)

Firms proposing to deliver Leadership Development programming that do not have certified facilitators in these programs may not be considered for inclusion in the roster, unless proposing alternative, equivalent certifications that are pre-approved by the District.

The adequacy of response to the requested information will be evaluated by the District. A firm will not be included in the EOD-FCR if it fails to provide information in the required listed areas or demonstrate the required minimum qualification.

1.3.2 Creation of the Roster

The roster will be created by listing those firms that best meet the qualifications in each of the specialized disciplines. Only those firms submitting in response to this RSQ will have the opportunity to be added to the roster. The District will review the consultants' qualifications and select firms to include on the roster using the criteria described in this RSQ.

To maintain the effectiveness of the roster, the District reserves the right to add new consulting firms outside of the standard solicitation period if it determines that the existing roster lacks specific skills, expertise, or adequate resources to complete planned or unplanned projects. This may include, but is not limited to:

- Identifying new specialty areas of training or development that are critical to the District's objectives.
- Responding to emerging needs for training and coaching that are not adequately supported by existing roster firms.
- Ensuring sufficient capacity to deliver high-quality training in a timely manner.

Firms added under this provision will be required to meet all qualification and certification requirements specified in this RSQ.

1.3.3 Specialty Disciplines

Firms, teams, and joint ventures may ask to be included on any of the following specialty discipline rosters. The firm should be able to provide the specialty discipline onsite at District facilities or online. The specialized disciplines for which the District requests consultants to submit are:

1. Career and/or Professional Development
2. Leadership Development
3. Business Writing
4. Project Management
5. Time Management
6. Career Coaching
7. Leadership Coaching

Additional specialty disciplines and associated firms may be added at any time during the term of the roster; for example, when these firms have successfully completed a solicitation process (RSQ/RFP/interview) in response to a waiver being granted.

1.3.4 Process for Selection from the Roster

The District's EOD Division is responsible for selecting from the roster the best-qualified firm to be considered for each contract. This selection will be based on the consultant's SOQ, including supplemental information on file at the time.

A tentative selection will be made based on the consultant who demonstrates the best ability to perform the scope of work in a timely and efficient manner. The EOD Division will select vendors based on their anticipated needs on a case-by-case basis and execute agreements in accordance with the guidelines set forth in this RSQ. No contract, however, will be executed between the roster consultant and the District until the firm is selected and approved for a specific project and a contract is properly executed by both parties. Contracts over \$80,000 will require approval by the Board of Directors.

The District's standard professional services agreement must be used. A sample of the Standard Professional Services Agreement is provided in Section 6.

1.3.5 Other Considerations

In addition to meeting the criteria specified elsewhere in this document, consultants wishing to be placed on the District's consultant roster must comply with the following:

1. Only consultants selected from this RSQ/SOQ process will be placed on the roster. Additions to the roster may only be made as described in Sections 1.3.2 and 1.3.3 of this RSQ.
2. The roster will remain active for at least two (2) years from the date it is established. Consultants are required to provide the resources requested by the District at any time during the life of the roster. Should the consultant be unable to provide requested services when asked on more than two occasions within a two (2) year period, the District reserves the right to remove that firm from the roster.
3. Consultants placed on the roster will be required to keep their SOQ including supplemental information up-to-date. While the roster is active, if any circumstances arise that affects the firm's ability or alter their qualifications to provide the services in the specialized areas, the consultant shall notify the Director of the Office of Diversity, Equity and Culture, Derry Moten, or the EOD-FCR Contract Technical Support Assistant, Joy Jamili, within fourteen (14) calendar days at 510-287-0711 or by email at joy.jamili@ebmud.com.
4. Consultants on the roster must comply with District standard insurance requirements (Automobile, General Liability, Professional Liability, Worker's Compensation, and Cyber Liability). The District's standard insurance minimum requirements are summarized as follows:

Automobile

\$2,000,000/Occurrence, Bodily Injury, Property Damage

General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage

Professional Liability (Errors and Omissions)

\$2,000,000 Liability Coverage

Worker's Compensation (Including Employer's Liability Insurance)

\$1,000,000/Occurrence, Bodily Injury, Disease

Cyber Liability Insurance
\$2,000,000 Liability Coverage

More details can be found in Exhibit C (pages 20-29 of this document)

However, for a specific contract, higher insurance requirements may be required.

5. Consultants must follow the EBMUD Contract Equity Program (CEP) guidelines and complete required forms as described in the District's website, when necessary. Information regarding the District's Contract Equity Program can be found here: <https://www.ebmud.com/business-center/contract-equity-program>
6. When consultants are hired to support the District's EOD Division, the District will perform the project management and coordinate and direct the work of the selected consultants. A project may require one or more disciplines to be contracted out to consultants, each representing their specialized area. In this case, the roster consultants will not be required to perform overall project management, but will need to cooperate and interact with District EOD staff and other roster consultants. The roster consultants will be required to ensure that their work is performed to the required quality, approved budget, and schedule; and will be responsible for the deliverables that they produce.

SECTION 2

PRELIMINARY SCOPE OF CONSULTANT WORK

SCOPE OF WORK

Curriculum Development and Facilitation Services for:

Subspecialty 1: Career and/or Professional Development

Subspecialty 2: Leadership Development

Subspecialty 3: Business Writing

Subspecialty 4: Project Management

Subspecialty 5: Time Management

Curriculums may be pre-designed by Consultant but must be customized to the District, as approved by EOD's leadership. Design of specific products for the District, with District ownership, will be targeted as complete curriculums built upon trends and adult learning perspectives and/or "train the trainers" approach. Such curriculums shall be research-based and informed based upon the needs of specific practice areas, where applicable. The EOD Division shall request and require workbooks and/or handouts for every facilitation from the Consultant. The format will be described in more detail for each curriculum; however, these written items must be specialized for the District, bear the District's logo, and appropriately include citations to all resources and included works. (In subspecialty Leadership Development, DDI and Leadership Challenge certified facilitators preferred.)

Coaching Services for:

Subspecialty 6: Career Coaching

Subspecialty 7: Leadership Coaching

The Consultant may be requested to assist with professional coaching services and strategic planning for individual staff and departments regarding workplace issues, program and curriculum creation, staff planning and implementation of strategic initiatives. Coaching and planning services may be of general scope or based upon a specific assignment in nature.

SECTION 3

STATEMENT OF QUALIFICATIONS

QUALIFICATIONS SUMMARY FORM

To be considered for placement on the roster, your firm must complete the Qualification Summary Forms pages 1 – 7 along with a description of services. The qualifications summary must provide information to demonstrate that the firm(s) and the person(s) proposed for this specialty area meet the minimum qualifications. References, including names and current telephone numbers of individuals who can verify time, budget, and quality of referenced work, must be provided for all qualifying experience.

MINIMUM QUALIFICATIONS

1. The Firm

The consulting firm must provide information which demonstrates its experience as a consultant or subconsultant on projects within its chosen specialized discipline(s). If the consultant has experience being on a roster for another public agency, that experience should be described. Specifically, the District requires that the consultant describe two examples of work product deliverables relating to the discipline for which the consultant is applying. Please indicate if and how the referenced work products were used and give client contact information:

- Provide two (2) examples of developing and/or facilitating a course with curriculum focused on professional development, resume writing, completing employment applications, business writing, job interview preparation, career mapping, or other course(s) relevant to professional and career development.
 - Please include examples of program materials or job aids typically used in the facilitation of your courses.
- Please provide certification for the following programs that are currently being used by the District as listed below:
 - The Leadership Challenge
 - TalentSmart EQ
 - DDI (Development Dimensions International, Inc.)
 - DiSC
 - The Five Behaviors of a Cohesive Team
 - Prosci
- If applying to be included on the coaching service roster, provide one (1) example of a coaching session summary and action plan you drafted for a client. Please redact all identifying information.
- Examples must be within the last **five years**.
- Consultant may or may not have been the lead firm.

If the firm is on the roster of a similar agency (city or utility), provide the agency's name, contact person, phone number, and email address (if available).

2. Key Personnel

The consulting firm must provide the key personnel qualifications and experience (primarily technical), resumes for each person listed for the specialized discipline in which the firm is submitting, and include client references for each individual. The personnel assigned must meet the minimum requirements outlined below:

- Key personnel, including an applicant who is an individual consultant, must have at least five years of experience in their respective discipline.
- Key personnel, in their respective disciplines, shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RSQ.
- Additionally, key personnel must have demonstrated their capabilities on at least three projects within the last 2 years.

The consulting firm must clearly indicate the specialized discipline(s) for which the key personnel are being proposed.

The consultant must designate at least one SOQ Manager/Key Personnel who will be the primary client contact for the firm using the Key Personnel form (Qualification Summary Form page 7). Up to six (6) names may be included on the Key Personnel form. The Project Manager may be one of or the sole key personnel.

SECTION 4

SUPPLEMENTAL QUALIFICATIONS INFORMATION & SOQ EVALUATION

CONTENTS

The section shall be organized and written to demonstrate capabilities and experiences of the firm and its key personnel as a roster consultant. Your written responses shall address, as a minimum, each of the following topics.

As a public agency, the District is subject to the California Public Records Act and cannot guarantee confidentiality. Public contracts are public records under District policy and the Public Records Act. If proprietary information or confidentiality clauses included in the statement of qualifications or part of it becomes part of the final contract, then the information **will no longer be confidential**.

Firm's Experience

Describe the following:

- Being a roster consultant in the specified areas of expertise
- Being a consultant for EBMUD
- Certifications in the following preferred programs:
 - The Leadership Challenge
 - TalentSmart EQ
 - DDI (Development Dimensions International, Inc.)
 - DiSC
 - The Five Behaviors of a Cohesive Team
 - Prosci

Key Personnel's Experience

Describe the following:

- Developing and facilitating professional and/or career development programs
- Providing career and/or leadership coaching services
- Ability to curate and customize course content that aligns with client needs and organizational goals

Ability to Respond

Describe how your firm will be responsive to the District's requests for services given that you may be provided short notice or receive high-priority requests.

Project Approach

As stated previously, the District will use the Roster when services are needed. Consultants must be able to provide a timely turnaround, especially for urgent requests.

Contract Equity Program

The CE Program also includes small business incentives that allow contracts less than or equal to \$80,000 to be set-aside and allow special consideration for small businesses on all contract awards. The District encourages local business participation and allows special consideration for local businesses on all contract awards.

SOQ EVALUATION

The District will convene a roster selection panel to evaluate consultant SOQs. The following criteria will be used to evaluate consultant SOQs:

Experience

- Ability to meet the minimum technical requirements described in Section 3 and included in the Qualifications Summary Form.
- Demonstrate the ability to ensure efficient completion of quality work in a timely manner, especially for urgent requests.
- Demonstrate the capability of providing well-prepared and relevant course content that meets the needs of EBMUD employees.
- Demonstrate that key personnel will be appropriately available and can communicate and work effectively with others.

Approach to Work

- State understanding of the process using the roster.

SECTION 5

INTERVIEW/SELECTION

INTERVIEW

No interviews are scheduled for the selection of EOD-FCR discipline consultants. However, selection of consultants from the roster may be interviewed prior to selection for specific projects.

CONSULTANT SELECTION FOR ROSTER

A District panel will evaluate the consultants' qualifications and supplemental information as a part of its roster selection procedure. The panel will select the consultants for the roster in each specialized area. Consultants will be formally notified of the panel's selections to the roster.

CONSULTANT SELECTION FOR A PROJECT

Consultant selection for a specific project following placement on the roster will be recommended by District staff.

District staff must use the EOD-FCR for professional services contracts in the listed seven (7) specialty disciplines listed in Section 1.3.3. Therefore, District staff must review all applicable Statements of Qualifications from firms on the Roster.

The District Contract/Project Manager needs to receive only one (1) letter proposal for contracts less than or equal to \$25,000.

The District's Contract/Project Manager must contact enough firms to receive at least two (2) letter proposals for contracts that exceed \$25,000 and are less than or equal to \$80,000. (The District goal is to award at least 50% of contract awards less than or equal to \$80,000 to small businesses.)

For contracts that exceed \$80,000, at least 3 (letter) proposals must be received. Generally, for contracts that exceed \$80,000, **only one contract is allowed within a twelve-month period** per consultant for each EOD-FCR specialty.

When the number of proposals is less than stipulated and the project time to start is not of the essence as determined by the Division Manager, additional outreach shall be made to several firms. If no additional proposals are presented and the one(s) received are deemed responsive and qualified, the Division Manager can approve the award.

The District's Contract/Project Manager may hold panel interviews as part of the selection process. However, panel interviews are recommended for contract awards that exceed \$250,000.

The Contract/Project Manager selects consultant and negotiates a contract. All contract awards will comply with applicable District contract award guidelines. Currently, the Board of Directors approves agreements that exceed \$80,000 and the General Manager must approve agreements between \$30,000 and \$80,000.

SECTION 6

SAMPLE STANDARD PROFESSIONAL SERVICES AGREEMENT

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT

Facilitator and Coaching Service

THIS AGREEMENT is entered into this ____ day of *(month)*, 202_, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called “DISTRICT” and *[Consultant’s Name and entity type]*, herein called “CONTRACTOR”.

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *facilitation and coaching needs at the District*; and

WHEREAS, CONTRACTOR represents that it has the experience, qualifications, staff expertise, and where necessary, the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONTRACTOR as follows:

1. Scope of Services. CONTRACTOR agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.
2. Compensation. DISTRICT agrees to pay CONTRACTOR for services under this Agreement according to the rates in attached Exhibit B and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of *\$(dollars)*. CONTRACTOR certifies that the proposed rates reflect the payment of prevailing wage rates where applicable.
3. Commencement of Work. 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 specify which tasks and/or optional services of the Scope of Services described in Exhibit A are authorized with ceiling prices within the Agreement Ceiling in paragraph 2 above. No work shall commence until the Notice to Proceed is issued.
4. Billing and Payment. CONTRACTOR shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. CONTRACTOR shall also provide any information which will assist DISTRICT in performing any audit of the invoices. 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. DISTRICT will pay CONTRACTOR within thirty (30) days after receipt of a proper CONTRACTOR

invoice. CONTRACTOR agrees to use every appropriate method to contain its fees and costs under this Agreement.

5. Termination. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.

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, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONTRACTOR 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 and CONTRACTOR shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same. Termination under this Paragraph 5 shall not relieve CONTRACTOR of any warranty obligations or the obligations under Paragraphs 6 and 10.

6. Release of Information. 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.

7. Ownership of Materials Prepared. 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 subcontractors 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.

8. Designation of Consulting Personnel. CONTRACTOR agrees that all services under this Agreement shall be performed under the direction of (***CONTRACTOR Project Manager's name***). Any change of personnel by CONTRACTOR shall have DISTRICT approval. DISTRICT contact throughout the period of this Agreement shall be (***District Project Manager's name***), Project Manager.

9. Independent Contractor and Professional Responsibility of Contractor.

- a. CONTRACTOR is retained to render professional 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. 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. CONTRACTOR represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONTRACTOR from its professional responsibility for the work performed.

- b. 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 CONTRACTOR for accomplishing the results.
 - c. 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.
 - d. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither 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.
10. 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', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
11. Insurance Requirements. Insurance Requirements are as stated in Exhibit C, Insurance Requirements.
12. Time of the Essence. CONTRACTOR agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD
P. O. Box 24055
Oakland, CA 94623
Attn: ***(Contact Person)***
Email: (insert contact person email)

(CONTRACTOR's Name)
(Address)
Attn: *(Contact Person)*
Email: (insert contact person email)

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

13. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.
14. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONTRACTOR shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
15. No Waiver. 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. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
16. Non-Discrimination. There shall be no discrimination in the performance of this Agreement, 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 Agreement or any part. Any 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 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.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

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

18. Term. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
(Name),
(Title)

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

CONSULTING FIRM'S NAME

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

SCOPE OF SERVICES

*Note: **Exhibit A** – Scope of Services on page 6 of this document.*

EXHIBIT B

COMPENSATION

EXHIBIT B
East Bay Municipal Utility District
Facilitator and Coaching Services

COMPENSATION

A. Rates

Consultant Name \$RATE/hour or project or course

These rates include salary, overhead and profit. Unless expressly agreed in writing prior to expenses being incurred, DISTRICT will not reimburse CONTRACTOR for the following types of costs and expenses, which shall be considered part of CONTRACTOR's overhead included in the hourly billing rates:

- 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 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 or overnight 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.

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

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 by signing and submitting Exhibit C ("Insurance Requirements") to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker's agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR's risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.

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

D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.

F. 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.

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

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

I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).

J. 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.

K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.

L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.

M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.

N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.

O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.

P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

Q. 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.

R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.

S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the

CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

T. 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.

U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

II. 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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.

C. If CONTRACTOR 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.

D. 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 "E."

E. 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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. 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 & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.

- 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 contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. 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 contractor/subcontractor on CONTRACTOR’s behalf.
- H. 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.”
- I. 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).
- J. 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.
- K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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, Officer, or Risk Manager, 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

IV. Business Auto 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. 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

D. 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").

E. 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.

F. 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 contractor's/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.

G. 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.

H. 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, Officer, or Risk Manager, 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

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

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: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

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 reporting period for a minimum of three (3) years after completion of the Services.

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

VI. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:

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. 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.

D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.

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. There will be no exclusion for explosions, collapse, or underground damage (XCU).
3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
4. 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."
5. 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.
6. 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.
7. 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.
8. 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).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, 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.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____



QUALIFICATION SUMMARY FORMS

FIRM INFORMATION			
Company Name			
Address			
City, State, Zip Code			
Company Website			
Small Business ¹	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contact Person			
Phone Number			
E-mail Address		Fax Number	
Roster Experience with another Agency	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, which agency / organization(s)			

Specialty Discipline(s) you are applying for:

- ☐ Curriculum Development and Facilitation Services for:
 - ☐ Subspecialty 1: Career and/or Professional Development
 - ☐ Subspecialty 2: Leadership Development
 - ☐ Subspecialty 3: Business Writing
 - ☐ Subspecialty 4: Project Management
 - ☐ Subspecialty 5: Time Management
- ☐ Coaching Services for:
 - ☐ Subspecialty 6: Career Coaching
 - ☐ Subspecialty 7: Leadership Coaching

¹ "Small Business", as defined by the State, is an independently owned and operated business which is not dominant in its field of operation and which, together with affiliates, has 100 or fewer employees and average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three years or is a manufacturer with 100 or fewer employees.

Can your firm provide the following standard level of insurance (per Exhibit C, pages 20 – 29)?

Automobile

\$2,000,000/Occurrence, Bodily Injury, Property Damage

☐ Yes

☐ No

General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage

☐ Yes

☐ No

Professional Liability (Errors and Omissions)

\$2,000,000 Liability Coverage

☐ Yes

☐ No

Worker's Compensation

\$1,000,000/Occurrence, Bodily Injury, Disease

☐ Yes

☐ No

Cyber Liability Insurance

\$2,000,000 Liability Coverage

☐ Yes

☐ No



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience Curriculum Development and Facilitation Services Example 2

Name/Title of Project	
Project Start and End Times	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (if Sub-consultant)	

Client* Information

Company Name	
Contact Person	
Contact Phone Number	
Contact Email Address	

**Client could also be experience gained working at a former company/public agency*

Description of Services:



QUALIFICATION SUMMARY FORMS

KEY PERSONNEL IDENTIFICATION				
DISCIPLINE				
Role	Name and Title	Specialty Discipline Experience	Years of Experience	Certification
Project Manager				
Key Personnel #1				
Key Personnel #2				
Key Personnel #3				
Key Personnel #4				
Key Personnel #5				



QUALIFICATION SUMMARY FORMS

PROJECT MANAGER/KEY PERSONNEL

Submit one page for Project Manager and one page for each Key Personnel
as listed on your Key Personnel Identification Form (Qualification Summary Form page 6.)

Name of Person:	
Indicate if:	<input type="checkbox"/> Project Manager <input type="checkbox"/> Key Personnel
Will any current or known future assignments limit availability to the District?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain	

Client* Information

Company Name	
Contact Person	
Contact Phone Number	
Contact Email Address	

**Client could also be experience gained working at a former company/public agency.*

Description of Services:

Copy this page as needed.



STANDARD RATE SHEET

Please provide a list of services (with associated costs), materials (with associated costs) and tasks (with associated costs) in a table format, with a total cost for all services, tasks and materials to fully meet all deliverables requested in the RSQ. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RSQ process.

Please provide appropriate tables to lay out the cost structure. Below is an example of bulk pricing. Please indicate whether you are including tax and shipping. Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

SAMPLE RATE SHEET FORMAT

Program #1		Program #2	
Quantity	Price For All Formats	Quantity	Price For All Formats
1-99	\$	1-99	\$
100-249	\$	100-249	\$
250-499	\$	250-499	\$
500-999	\$	500-999	\$
1,000-1,999	\$	1,000-1,999	\$
2,000-2,999	\$	2,000-2,999	\$

If you offer a license, please indicate the costs, the programs included in the license, and the terms of the license. With regard to the terms, please indicate if there are minimum requirements for the number of learner licenses or the time period. Also, please indicate if there are additional cost considerations such as certification workshops, single sign-on costs, or other costs involved.