

**REQUEST FOR PROPOSAL (RFP)**  
for On-Call As-Needed Temporary  
Information Technology Staffing  
Services, RFP No. ISD-2026-01

**ADDENDA**

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center](http://ebmud.com/business-center)

**CONTACT**

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**RESPONSE DUE**

May 1, 2026  
5:00 p.m. PST

**SUBMIT ELECTRONICALLY TO\***

Shané Johnson, EBMUD  
[shane.johnson@ebmud.com](mailto:shane.johnson@ebmud.com)

*\*Hardcopy proposals will not be accepted*

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

RFP for On-Call As-Needed Temporary Information Technology Staffing Services, RFP No. ISD-2026-01

## **TABLE OF CONTENTS**

- I. STATEMENT OF WORK**
  - A. SCOPE
  - B. PROPOSER QUALIFICATIONS
  - C. SPECIFIC REQUIREMENTS
  - D. STAFFING PROCESS, DELIVERABLES, AND REPORTING
  
- II. CALENDAR OF EVENTS**
  
- 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
  - E. INVOICING
  
- 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 – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

**I. STATEMENT OF WORK**

**A. SCOPE**

It is the intent of this Request for Proposal (RFP) to solicit proposals from firms qualified to provide on-call, as-needed temporary information technology (IT) staffing services to the East Bay Municipal Utility District (“District”).

The District intends to award a three-year contract to the Proposers who best meet the District’s requirements. District will, at its sole discretion, allocate work to each selected Proposer to most efficiently and economically satisfy the District’s needs. Work assignments may be distributed among awarded Proposers based on factors including, but not limited to, qualifications, availability, past performance, and price.

The Information Systems Department (ISD) plans to enter into agreements with qualified staffing firms that specialize in providing cost-effective, highly skilled professional and technical consultants to support a broad range of IT initiatives and operational needs. These agreements will enable ISD to obtain professional staffing resources on an as-needed basis across a wide spectrum of IT disciplines, including, but not limited to, IT strategy and planning, information architecture, systems and business analysis, software engineering and development, data management, quality assurance, web support, consulting, and project management. Consultants may be engaged to support both existing and new technology projects utilizing platforms and technologies such as AWS, Azure, Google Cloud, Salesforce, Windows, Linux, mobile platforms, Java, C#, .NET, JavaScript, Ruby, Python, SQL and PL/SQL, PeopleSoft/PeopleTools, ArcGIS, Microsoft Power Platform, PowerShell, UNIX/Linux shell scripting, R, JIRA, Intune, Jamf, Docker, vCenter, and similar tools, as well as emerging technologies including Generative AI and Agentic AI.

ISD serves as the centralized support organization for information technology and services at the District. The department maintains distributed and centralized computing environments, supports field operations and departmental users, and oversees the District’s telecommunications infrastructure. Through these staffing agreements, ISD seeks to ensure continued delivery of reliable, secure, and innovative technology solutions that support the District’s mission and operational needs.

This RFP and any resulting contract do not guarantee any minimum amount of work, assignments, or compensation. Services will be requested by the District on an as-needed basis, and the District makes no representation as to the volume, frequency, or value of work that may be assigned. The District reserves the right to assign work to one or more Proposers or to perform such work using its own staff.

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 information technology professional services for at least five (5) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. Proposer shall meet the following experience and reference requirements:
  - (1) The Proposer shall demonstrate that it currently supports at least three (3) current billing clients.
  - (2) Proposer shall provide at least three (3) client references, preferably from public agencies, demonstrating relevant experience within the past two (2) years, including current contact information.

C. SPECIFIC REQUIREMENTS

- 1. Proposer's organization must have pre-screened, qualified, trained, and/or certified (as applicable) staff to provide information technology services.
- 2. Proposer shall provide District with qualified personnel that have the expertise required to assist District in all aspects of information technology services. The services listed below represent a broad range of potential needs. Proposers are not required to provide all services and may propose to provide any combination of these services, which include, but are not limited to:
  - a. Application Development & Maintenance
    - (1) Custom application development
    - (2) Web and mobile applications
    - (3) Low-code / no-code platforms
    - (4) Application enhancements, upgrades, and maintenance
    - (5) Application integration and APIs
  - b. Application Performance Management
    - (1) Application performance monitoring
    - (2) End-to-end transaction monitoring
    - (3) Application dependency mappings
    - (4) Service level monitoring
  - c. Data, Analytics & Business Intelligence

- (1) Database administration and development
  - (2) Data engineering and ETL
  - (3) Business intelligence and reporting
  - (4) Data analytics and visualization
  - (5) Data governance and data quality support
- d. Infrastructure, Cloud & Platform Services
- (1) Server and storage administration
  - (2) Network engineering and operations
  - (3) Cloud architecture and administration (IaaS, PaaS, SaaS)
  - (4) Virtualization and container platforms
  - (5) Backup, disaster recovery, and high availability
- e. Cybersecurity & Information Assurance
- (1) Security architecture and engineering
  - (2) Security operations (monitoring, incident response)
  - (3) Identity and access management (IAM)
  - (4) Risk management, compliance, and governance
  - (5) Vulnerability management and penetration testing support
- f. Enterprise Systems & Business Applications
- (1) ERP and enterprise application support
  - (2) Asset management systems
  - (3) Financial, HR, and procurement systems
  - (4) Customer information and billing systems
  - (5) System configuration, upgrades, and integrations
- g. IT Project, Program & Portfolio Management
- (1) Project and program management
  - (2) Business analysis
  - (3) Product management
  - (4) Change management and organizational readiness
  - (5) PMO support services
- h. Quality Assurance & Testing
- (1) Test planning and test case development
  - (2) Manual and automated testing
  - (3) Performance and load testing
  - (4) User acceptance testing (UAT) support
  - (5) Test environment coordination
- i. IT Operations & Service Management
- (1) IT service management (ITIL-based support)

- (2) Incident, problem, and change management support
    - (3) Monitoring and operational support
    - (4) Configuration and asset management
    - (5) Process improvement and documentation
  - j. End-User Computing & Service Desk Support
    - (1) Help desk and service desk support
    - (2) Desktop and laptop support
    - (3) Mobile device support
    - (4) VOIP & Teleconference support
    - (5) Application and access support
    - (6) Onsite and remote user support
  - k. Specialized & Emerging Technologies
    - (1) Geographic Information Systems (GIS)
    - (2) Internet of Things (IoT) and operational technology (OT) support
    - (3) Artificial intelligence and automation
    - (4) Integration with operational and field systems
    - (5) Emerging technology assessments and pilots
- 3. Proposer shall screen and provide qualified personnel with proven experience in the discipline required. The screening process shall be completed prior to assignment start and shall include, but not be limited to, a criminal background check, a verification of education, work experience, and applicant references.
  - a. It is Proposer's responsibility to conduct a thorough criminal background check on all personnel assigned to any District facility.
  - b. Proposer shall adhere to federal, state, and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures, and releases. If Proposer uses an outside company to conduct background checks, Proposer shall only use registered, licensed investigators.
  - c. A copy of the written verification that the personnel has passed Proposer's background checks must be provided to District upon request.
    - (1) District reserves the right to perform its own background check in addition to any checks provided by the Proposer.
- 4. Proposers are required to ensure that temporary personnel have necessary standard equipment and materials to provide services under this proposal. Due to the District's operational needs and statutory requirements, including but not limited to security and privacy concerns, temporary personnel will receive

District-issued secured electronic devices (laptops, phones, etc.), as necessary, to be used for the provision of services. Upon completion of any engagement for any reason, all electronic devices issued to temporary personnel shall be returned to District. District personnel will coordinate the return of the devices at that time.

5. Proposer must provide at least one account manager/primary contact person (“Primary Contact Person”) to provide staffing services support to District. The Primary Contact Person will be responsible for communicating with District regarding the placement of temporary personnel and the following items:
  - a. Receive and acknowledge District requirements for each assignment.
  - b. Report monthly on activities and progress of various assignments.
  - c. The performance management of temporary personnel, including coaching and performance feedback while the temporary personnel are on an assignment with District.
  - d. Be an escalation point for any issues involving staff and service delivery.
  
6. Proposer must have a process for replacing individuals that are not qualified or problematic as determined by the District. This process will have no cost to the District.

- a. Personnel Acceptance

District reserves the right to decline the Proposer’s initial or replacement personnel whom the District may deem to be unsuitable for the assignment. Proposer agrees that staff placements will be mutually acceptable to District and Proposer.

- b. Skills Assessment

District shall be allotted a two-week assessment period for all temporary IT staff proposed and assigned under this RFP. During this assessment period, District will evaluate the assigned personnel’s knowledge, skills, and experience relative to the applicable job title and duties, and assignment requirements.

If, within the two-week assessment period, District determines that the assigned personnel does not meet the qualifications or skill level of the approved job title and duties and provides written notice to Proposer, Proposer shall only be eligible to bill District at a rate consistent with the job title and duties, as determined by District, that most closely reflects the level of knowledge and skills actually demonstrated by the assigned personnel, as set forth in Proposer’s approved rate schedule.

Any replacement of assigned personnel required by District shall be performed in accordance with Proposer's replacement process and at no cost to District.

D. STAFFING PROCESS, DELIVERABLES, AND REPORTING

1. Staffing Process Overview

The District anticipates utilizing the following process for obtaining services under this RFP:

- District issues a written "Request for Temporary Staff" identifying the required skill set, scope of services, anticipated duration, and other assignment details.
- Proposer submits a Staffing Response Packet including proposed personnel, resumes, and screening documentation.
- District evaluates candidates and may conduct interviews.
- District selects candidate(s) and notifies the Proposer.
- Proposer submits a Scope of Work (SOW), subject to District approval.
- Upon approval, personnel begin work.

2. Request for Temporary Staff

Proposer(s) will receive a written "Request for Temporary Staff" from District for specific work to be performed. The Request for Temporary Staff will include:

- Required skills and experience
- Description of services
- Desired start date
- Estimated length of the assignment
- Name and title of the District representative serving as the contact person
- Work hours
- Reporting location
- Any additional required forms or agreements

District intends to provide at least two (2) weeks' notice for staffing requests. The District may request expedited staffing support, including same-day or next-day candidate availability. Proposers shall describe their ability to respond to such expedited requests in their proposals.

3. Staffing Response Packet Requirements

Within one (1) week of receiving a Request for Temporary Staff, Proposer(s) shall return a detailed Staffing Response Packet that includes:

- a. Scope of services, contract price rates, deliverables, and timeline
- b. Resumes of qualified personnel
- c. Documentation verifying proposed personnel has passed the screening process (e.g., background checks)
- d. Personnel that are readily available for interview by District

Prior to accepting the recommendation, the District may interview candidates via phone, virtual meeting, and/or in person.

4. Candidate Selection and Assignment

District shall evaluate Staffing Response Packets and may assign work to a specific Proposer based on qualifications, availability, and/or price.

5. Scope of work (SOW) Requirements

Selected Proposer shall submit a Scope of Work (SOW) for each assignment. The SOW must be approved by the District prior to the commencement of services.

The SOW shall be submitted in an electronic format and should contain the following:

- (1) DISTRICT DEPARTMENT and WORK LOCATION – Name of District Department and physical address where Proposer’s personnel is working;
- (2) SOW# – Proposer’s tracking number
- (3) HIRING MANAGER – Name of District user who requested the Proposer’s personnel;
- (4) JOB TITLE – Title of the personnel hired;
- (5) PERSONNEL NAME – Name of the individual supplied by the Proposer and working at the District;
- (6) START DATE – Date the individual will begin working at the District;
- (7) SOW DURATION – The amount of time in weeks or months requested by the District for the hired personnel;
- (8) END DATE – Projected end date when the personnel will stop working;

- (9) HOURS - Number of hours for the SOW;
- (10) RATE – The agreed-upon rate for the personnel supplied; and
- (11) TOTAL SOW AMOUNT – Total dollar amount of the SOW for the individual.

6. SOW Administration and Notifications

Proposer shall:

- Provide advanced notification to the District when 80% of the total value of a particular SOW has been reached or exceeded.
- Ensure all personnel assignments align with approved SOW terms

7. Approval and Workflow Requirements

All approval and signing processes related to personnel must be conducted electronically and the process must be implemented by the Proposer.

- a. SOW Approval Process. Proposer shall provide an online approval and signing workflow for SOW approvals and signatures by authorized District personnel (e.g., Chief Information Officer, Information Services Manager).
  - (1) Documents shall not be manually downloaded for approval or signing
  - (2) District users shall automatically get a copy of the signed documents once all signers have completed signing
- b. Timesheet Approval Process. Proposer shall provide an online approval and signing workflow for timesheet approvals.
  - (1) Documents shall not be manually downloaded for approval or signing
  - (2) District approvers and personnel should automatically get a copy of the signed documents once all signers have completed signing

8. Reporting Requirements

Proposer shall provide a monthly report of activity for all active SOWs, including, but not limited to:

- (1) DISTRICT DEPARTMENT – Name of the District Department where Proposer’s personnel is working;
- (2) SOW# – Proposer’s tracking number for the personnel;

- (3) HIRING MANAGER – Name of District user who requested the Proposer’s personnel;
- (4) JOB TITLE – Title of the personnel hired;
- (5) PERSONNEL NAME – Name of the individual supplied by the Proposer and working at District;
- (6) START DATE – Date the individual started working at District;
- (7) SOW DURATION – The amount of time in weeks or months requested by District for the hired personnel;
- (8) END DATE – Projected end date when the personnel will stop working;
- (9) RATE – The agreed upon rate for the personnel supplied;
- (10) TOTAL SOW AMOUNT – Total dollar amount of the SOW for the individual;
- (11) 80% SOW THRESHOLD – 80% of the TOTAL SOW AMOUNT;
- (12) CURRENT BILLED AMOUNT – The amount of the current billing for the SOW;
- (13) PREVIOUS MONTH BILLING – The amount that was billed in the previous month for the individual;
- (14) SOW BALANCE – The amount remaining on the SOW after the current billing;
- (15) HOURS REMAINING – The number of hours remaining after the current month billing; and
- (16) COMMENTS – Any additional comments regarding the individual.

**II. CALENDAR OF EVENTS**

EVENT	DATE
RFP Issued	March 30, 2026
Written Questions Due via Email: shane.johnson@ebmud.com	April 13, 2026
Questions & Answers Issued	April 20, 2026

<b>RFP Response Due</b>	May 1, 2026 by 5:00 p.m. PST
<b>Evaluation Period</b>	May 1, 2026 – May 15, 2026
<b>Notice of Intent to Award Issued</b>	Week of May 18, 2026
<b>Board Consideration Award Date</b>	June 23, 2026
<b>Anticipated Contract Start Date</b>	July 1, 2026

D

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

Proposers 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.

**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(s) to the Proposer(s) who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award(s) may not necessarily be made to the Proposer(s) with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General 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 evaluated. Award of a contract does not guarantee any minimum amount of work.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and/or other individuals with relevant expertise or experience related to this procurement. The Selection Committee will evaluate and rank Proposers in accordance with the criteria set forth in this RFP. All evaluations and determinations shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response that meets the minimum qualification requirements set forth in this RFP. Proposers are advised that RFP responses demonstrating an unrealistic or impractical service delivery approach may be deemed reflective of an inherent lack of service capability or a failure to comprehend the complexity and risk inherent in the general services engagement described by the District's requirements as set forth in this RFP, and may result in a lower evaluation score or disqualification.

Each responsive proposal will be evaluated using the Evaluation Criteria set forth below. Criterion A through F will be scored on a scale of zero (0) to five (5), where 0 indicates the response does not meet requirements and 5 indicates the response fully meets or exceeds requirements.

Each evaluation criterion is assigned a percentage weight to reflect its relative importance. The score for each criterion will be multiplied by its assigned weight to calculate a weighted score. Weighted scores for all criteria will be summed to determine a total base score for each proposal. The maximum possible base score is one hundred (100) points.

Proposals must achieve a minimum total base score of seventy (70) points to be considered eligible for award.

In addition, eligible Proposers may receive preference points in accordance with the District's Contract Equity Program, as described in this RFP. Any applicable preference points will be added to the total base score after the initial evaluation is complete.

Final rankings will be based on the total combined score (base score plus any applicable preference points), with higher-scoring proposals ranked more favorably.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Max Weighted Points</b>
<b>A.</b>	<p><b>Completeness of Responses</b> Responses will be evaluated on the extent to which they fully and clearly address all requirements of this RFP.</p> <p>Consideration may include the following:</p> <ol style="list-style-type: none"> <li>1. Are all required sections, questions, and requirements of the RFP addressed?</li> <li>2. Is the required proposal format, organization, and submission structure followed?</li> <li>3. Are all mandatory forms, certifications, and acknowledgments completed and included?</li> <li>4. Are all requested pricing components and supporting details provided?</li> <li>5. Are the responses clear, complete, and self-contained without excessive reliance on external references?</li> </ol>	<b>10%</b>	<b>10</b>
<b>B.</b>	<p><b>Relevant Experience and Qualifications:</b> Responses will be evaluated based on demonstrated experience and qualifications in providing the services outlined in the RFP.</p> <p>Consideration may include the following:</p> <ol style="list-style-type: none"> <li>1. Does the Proposer have relevant experience providing services to organizations of comparable size and complexity?</li> <li>2. Does the proposer show expertise in sourcing and placing candidates across one or more IT job classifications and skill sets?</li> <li>3. Does the proposer demonstrate organizational stability and longevity in the staffing industry?</li> <li>4. Does the proposer demonstrate experience in regulated, public-sector, or mission-critical environments?</li> </ol>	<b>15%</b>	<b>15</b>
<b>C.</b>	<p><b>Technical Criteria:</b> Responses will be evaluated based on technical qualifications, capabilities, and expertise.</p> <p>Consideration may include the following:</p> <ol style="list-style-type: none"> <li>1. Is technical expertise demonstrated in sourcing and placing IT professionals across various job classifications and skill sets?</li> <li>2. Is experience demonstrated with technologies, platforms, or environments relevant to District's needs?</li> </ol>	<b>25%</b>	<b>25</b>

	<ol style="list-style-type: none"> <li>3. How effective are the technical screening and assessment methods used to evaluate candidate skills and qualifications?</li> <li>4. What tools, systems, or technologies are used to identify, track, and manage qualified technical candidates?</li> <li>5. Is evidence provided of Proposer’s ability to maintain a pool of technically qualified candidates?</li> <li>6. Does the proposal demonstrate the ability to meet technical requirements on an ongoing basis?</li> </ol>		
<b>D.</b>	<p><b>Methodology:</b> Responses will be evaluated based on the proposed approach and methodology for delivering services.</p> <p>Consideration may include the following:</p> <ol style="list-style-type: none"> <li>1. How clearly is the recruitment and sourcing process described, from request intake through candidate submission?</li> <li>2. How effective is the described onboarding process, including background checks, compliance, and start coordination?</li> <li>3. How well-defined are timelines for candidate submission, placement, and start dates?</li> <li>4. How effective is the described process for replacing candidates who do not meet performance expectations?</li> <li>5. How clearly are communication, escalation, and issue-resolution procedures defined?</li> <li>6. How appropriate is the proposed account management structure and service delivery model?</li> </ol>	<b>20%</b>	<b>20</b>
<b>E.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b> Responses will be evaluated based on the relevance, quality, and verification of references provided by Proposer.</p>	<b>10%</b>	<b>10</b>
<b>F.</b>	<p><b>Compliance with Terms and Conditions</b> Responses will be evaluated on compliance with District’s standard contractual and legal requirements.</p> <p>Consideration may include the following:</p> <ol style="list-style-type: none"> <li>1. To what extent are District’s standard contract terms and conditions accepted?</li> <li>2. Are any assumptions, exceptions, or deviations from RFP requirements clearly identified?</li> <li>3. Are insurance requirements addressed?</li> </ol>	<b>20%</b>	<b>20</b>
	<b>Subtotal (Base Score)</b>	<b>100%</b>	<b>100</b>

<b>G.</b>	<b>Contract Equity Program:</b> Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.	<b>N/A</b>	<b>+5</b>
	<b>Total Possible Score</b>		<b>105</b>

**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 any 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.

**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 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 will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District reserves the right to discontinue negotiations.

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, 1010 Franklin St., 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. 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.

2. The District will notify the General Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum:
  - a. District purchase order number
  - b. Invoice number
  - c. Remit-to address
  - d. Itemized services description
  - e. Any mileage reimbursement, provided such mileage was pre-approved in writing by the District prior to being incurred, with supporting documentation as applicable.
4. The District will pay General Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

#### **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 ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Nathalie Boogatirsky, Information Services Supervisor

EBMUD-Information Systems Department

E-Mail: [nathalie.bogatirsky@ebmud.com](mailto:nathalie.bogatirsky@ebmud.com)

PHONE: (510) 287-0146

##### **B. SUBMITTAL OF RFP RESPONSE**

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time. RFP submittals, in their entirety, shall be emailed to [shane.johnson@ebmud.com](mailto:shane.johnson@ebmud.com) and shall contain the RFP number in the subject line. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, Proposers may submit their response in multiple emails. Proposers are

solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call (510) 287-1629 to check receipt of the proposal.

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, or E, 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 On-Call As-Needed Temporary Information Technology Staffing Services,  
RFP No. ISD-2026-01**

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”**
- **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.**
- **PROPOSERS 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\_\_\_\_\_



## 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., Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer’s understanding of the scope, confirmation of ability to comply, identification of an authorized person to negotiate and execute the agreement, and a brief synopsis of the proposal’s benefits to the District. This synopsis should not exceed two (2) 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 support services to District staff. 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. **Relevant Experience and Qualifications**: RFP response shall demonstrate experience providing services similar in scope and complexity to this RFP. 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. **Technical Criteria**: RFP response shall describe technical capabilities, including expertise in sourcing, screening, and evaluating candidates, as well as tools and systems used to manage staffing requests.
5. **Methodology**: RFP response shall describe the approach to delivering temporary staffing services, including recruitment processes, onboarding, candidate replacement procedures, account management, and service delivery timelines.

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. **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.

8. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they engage in. This information can be in relation to the specific services solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

9. **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 On-Call As-Needed Temporary Information Technology Staffing Services,  
RFP No. ISD-2026-01**

**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 On-Call As-Needed Temporary Information Technology Staffing Services,  
RFP No. ISD-2026-01**

**Proposer Name:** \_\_\_\_\_

List below any requests for clarifications, exceptions, and amendments, if any, to the draft contract, this RFP, and all associated RFP documents, and submit with your RFP response. Any such clarifications, exceptions, or amendments will be taken into account when evaluating and rating proposals. Failure to identify all requested clarifications, exceptions, or amendments in this section shall be deemed a waiver of such requests, and proposers will not be permitted to raise or seek changes to contract terms at a later stage.

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

Reference to:				Description
Document	Page No.	Section	Item No.	
<i>Example Contract</i>	<i>p. 23</i>	<i>D</i>	<i>1.c.</i>	<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

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

**The following provisions are 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 B (“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 coverages 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.

**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. 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: \_\_\_\_\_

**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 & 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:** \_\_\_\_\_

**III. 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: \_\_\_\_\_

**IV. Technology Errors and Omissions 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: Technology Errors and Omissions 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. Coverage shall include, but not be limited to the following:
  - 1. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;

2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
5. Liability arising from the failure to render professional services.

**Verification of Technology Errors & Omissions Liability Insurance Coverage**

**As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Technology Errors & Omissions 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 Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent’s Signature:** \_\_\_\_\_

**V. Cyber 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: Cyber 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. Coverage shall include, but not be limited to the following:

1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).
2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

**Verification of Cyber Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Cyber 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. 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:** \_\_\_\_\_

**EXHIBIT C**  
**GENERAL SERVICES AGREEMENT**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
**GENERAL SERVICES AGREEMENT**

**for**  
**On-Call As-Needed Temporary Information Technology Staffing Services**

This General Services Agreement (“Agreement”) is by and between East Bay Municipal Utility District (“DISTRICT”), and \_\_\_\_\_ (“CONTRACTOR”) (each individually a “Party” and collectively “the Parties”), and shall be for a term of three years, effective as of the date of the last signature below.

DISTRICT desires to obtain on-call, as-needed temporary information technology (IT) staffing services (“the Services”) which are more fully described in Exhibit A to this Agreement; and

CONTRACTOR represents and warrants that it is professionally and legally qualified to provide the Services and is willing to provide them to DISTRICT; and

DISTRICT’s Board of Directors has authorized this Agreement by Motion Number \_\_\_\_\_ ;

DISTRICT and CONTRACTOR therefore agree as follows:

1. Provision of Services; Contents of Agreement. It is agreed that DISTRICT retains CONTRACTOR to provide the Services, and CONTRACTOR accepts such engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by this reference. The Parties acknowledge that the Services provided under this Agreement are in the nature of staff augmentation, and CONTRACTOR shall provide qualified personnel (“Assigned Personnel”) to perform services in coordination with DISTRICT’s project requirements. CONTRACTOR shall be responsible for recruitment, screening, onboarding, and administrative management of Assigned Personnel.

Exhibit A	Scope of Services
Exhibit B	Payment Terms and Procedures
Exhibit C	Insurance Requirements
Exhibit D	CEP Compliance
Exhibit E	Data Security Requirements

2. Compensation.

- a. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR for work satisfactorily completed, to the extent DISTRICT's Project Manager provided prior written authorization for CONTRACTOR to perform such work as described in Exhibit A. Work will be authorized in accordance with Section 8, and payment shall be made in accordance with Exhibit B, provided that compensation payable under this Agreement shall not exceed a Maximum Agreement Ceiling. The Maximum Agreement Ceiling shall initially be zero dollars (\$0) and shall increase as individual work assignments are authorized in the manner and to the extent described in Exhibit B. All work authorization shall be governed by Section 8 of this Agreement.
- b. CONTRACTOR understands and acknowledges: (1) that DISTRICT will make any assignment of work under this Agreement in its sole discretion and only on an "as needed" basis, (2) that DISTRICT may enter into separate agreements with other parties for the performance of the services described in Exhibit A or any portion of them, (3) that DISTRICT does not represent or guarantee that any minimum or particular amount of work will be assigned to CONTRACTOR under this Agreement, and (4) that CONTRACTOR's payable compensation under this Agreement will be earned as assigned work is completed.
- c. DISTRICT's Board of Directors has authorized a limited amount of public funds to be expended for the work contemplated herein. Such Board-authorized funds may be allocated in unequal portions among multiple contracts including contracts with persons other than CONTRACTOR. The portion of funds allocated to this Agreement may be adjusted incrementally over time. Before DISTRICT assigns any specific work under this Agreement, DISTRICT shall make reasonable efforts to allocate sufficient funds to this Agreement to pay the budgeted cost of such work based on the approved Scope of Work ("SOW") in accordance with Section 8 of this Agreement and Exhibit B (Payment Terms and Procedures). Notwithstanding any other provision of this Agreement, DISTRICT shall have no obligation to make payment to CONTRACTOR for Services rendered or costs incurred in excess of the funds allocated to this Agreement by DISTRICT, nor shall CONTRACTOR be obligated to render Services or incur costs in excess of available allocated funds.

3. Independent Contractor.

- a. CONTRACTOR is engaged in an independently established business and holds itself out to the public as regularly engaged in the business of providing the Services described in this Agreement. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent itself or its Assigned Personnel as employees or agents of DISTRICT.
- i. CONTRACTOR is retained to render 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.
  - ii. DISTRICT shall specify the services to be performed and the desired results; however, CONTRACTOR retains sole and exclusive control over the manner, means, methods, techniques, sequences, and procedures by which the Services are performed.
  - iii. CONTRACTOR shall provide Assigned Personnel to perform services in coordination with DISTRICT. Assigned Personnel shall not be deemed employees of DISTRICT for any purpose.
  - iv. DISTRICT shall have no authority to hire, fire, or discipline Assigned Personnel. All such authority shall remain solely with CONTRACTOR.
  - v. CONTRACTOR is solely responsible for all aspects of its business operations, including but not limited to recruiting, hiring, compensation, payroll, benefits, tax withholding, workers' compensation, unemployment insurance, and compliance with all applicable labor and employment laws.
  - vi. The Parties expressly intend that no employer-employee relationship or joint employment relationship is created between DISTRICT and CONTRACTOR or between DISTRICT and any Assigned Personnel.

- b. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, CONTRACTOR and/or CONTRACTOR's Assigned Personnel shall not have (1) any entitlement to any compensation or benefit provided to DISTRICT employees; (2) any right to act on behalf of DISTRICT in any capacity whatsoever as agent; or (3) any right to bind DISTRICT to any obligation whatsoever. All compensation, benefits, payroll taxes, and other employment-related obligations shall be the sole responsibility of CONTRACTOR.

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.

- c. DISTRICT reserves the right to reject or request replacement of any Assigned Personnel at any time, with or without cause. CONTRACTOR shall remain solely responsible for all employment-related decisions regarding such personnel. CONTRACTOR shall promptly remove or replace such personnel at no additional cost to DISTRICT.

DISTRICT shall have an initial evaluation period of up to two (2) weeks for each Assigned Personnel. If DISTRICT determines that Assigned Personnel do not meet the required qualifications or performance expectations, CONTRACTOR shall provide replacement personnel.

- d. DISTRICT may assign tasks, establish priorities, and evaluate the work product of Assigned Personnel in connection with DISTRICT operations and project requirements. DISTRICT may communicate desired objectives, deliverables, timelines, and performance expectations; however, CONTRACTOR shall retain sole responsibility for directing and supervising Assigned Personnel in the manner and means of performing the Services.

CONTRACTOR shall retain responsibility for all employment-related supervision, personnel management, and administrative oversight of Assigned Personnel, including performance management, discipline, and termination.

- e. Nothing in this Agreement shall be construed to create an employment relationship between DISTRICT and CONTRACTOR or between DISTRICT and any Assigned Personnel.

- f. Assigned Personnel shall comply with applicable DISTRICT policies and procedures related to security, safety, and workplace conduct. Such compliance shall not be interpreted as creating an employment relationship.
- g. CONTRACTOR represents that it possesses the professional skills, experience, and licenses necessary to perform the Services and agrees to perform such Services in a skillful and professional manner consistent with industry standards. CONTRACTOR shall maintain all required licenses throughout the term of this Agreement.
- h. CONTRACTOR retains the right to perform services for other clients and is not required to provide services exclusively to DISTRICT.
- i. Except as expressly provided in Exhibit A with respect to DISTRICT-issued equipment required for system access or security, CONTRACTOR shall be responsible for providing the tools, equipment, and resources necessary to perform the Services.
- j. CONTRACTOR shall ensure that all Assigned Personnel acknowledge in writing that they are employees of CONTRACTOR and not employees of DISTRICT. Upon request, CONTRACTOR shall provide written confirmation of such acknowledgments.

4. Notices.

Any notice from DISTRICT to CONTRACTOR shall be directed to:

(CONTRACTOR's firm's name)

(address)

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

Email: (contact's email)

Any notice from CONTRACTOR to DISTRICT shall be directed to:

East Bay Municipal Utility District

375 11th Street, MS 302

Oakland, CA 94607-4246

Attention: Natahalie Bogatirsky

Email: Nathalie.Bogatirsky@ebmud.com

Personal delivery or mailing with receipt of acceptance shall constitute a good, sufficient and lawful notice.

5. Insurance. CONTRACTOR shall take out and maintain during the life of the Agreement all of the insurance required, as set forth in Exhibit C (Insurance Requirements) to this Agreement. CONTRACTOR shall not commence work until such insurance has been approved by DISTRICT. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. CONTRACTOR's insurance obligations shall apply to all Assigned Personnel and any subcontractors providing services under this Agreement.
6. Contract Equity. 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 (Exhibit D), 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.
7. Non-Discrimination.
  - a. **CONTRACTOR shall abide by the requirements of 41 CFR §§ 60-1.4(b), 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.**
  - b. CONTRACTOR shall include the bolded nondiscrimination provisions above in all subcontracts. CONTRACTOR shall not establish or permit any such discrimination. Contractors determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

8. Work Authorization. All work under this Agreement shall be authorized through written Requests for Temporary Staff and corresponding Scope(s) of Work (SOW) in accordance with Exhibit A. Each approved SOW shall constitute written authorization to proceed equivalent to a Notice to Proceed. Each Scope of Work is issued for the provision of Services and does not create any employment relationship between DISTRICT and Assigned Personnel. CONTRACTOR shall not perform work without an approved SOW. DISTRICT is not obligated to pay for unauthorized work.
9. Reporting Requirements. CONTRACTOR shall provide reporting in accordance with Exhibit A.
10. Entire Agreement. 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 contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each Party.
11. Governing Law and Venue. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each Party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each Party, shall be in Alameda County, California.
12. Authority; Effective Date. Each Party executing this Agreement warrants that he or she has authority to enter into this Agreement on behalf the Party for whom he or she signs. This Agreement shall become effective as of the date of the second signature.
13. Term.
  - a. Unless earlier terminated, this Agreement shall commence on the Effective Date and shall continue in effect until three (3) years from such date (the “[Initial] Term”).
14. Termination.
  - a. This Agreement may be terminated by DISTRICT immediately for cause or upon five (5) days’ written notice, without cause, during the performance of the work.

- b. 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 work product, documents, data, and other materials prepared or obtained by CONTRACTOR in connection with this Agreement. Payment by DISTRICT for 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 this Agreement, and CONTRACTOR shall be entitled to no other compensation or damages and expressly waives same.
  - c. This Agreement may be terminated by CONTRACTOR upon ten (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 CONTRACTOR.
  - d. DISTRICT may terminate or discontinue any individual Scope of Work issued under this Agreement without terminating the entire Agreement.
15. 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 employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
16. Ownership of Work Product.
- a. All Services, including but not limited to documents, reports, materials, work product, information, computations, data, manuals, specifications, designs, drawings, studies, memoranda, computer files, software, schematics, photographs, and other materials (each a "Work Product"; collectively "Work Products") that are created, prepared, produced, authored, conceived, or reduced to practice by CONTRACTOR or its Assigned Personnel under this Agreement ("Agreement Work Product") shall be and remain the exclusive property of DISTRICT.
  - b. All patents, copyrights, trademarks, trade secrets, confidential or proprietary information, and other intellectual property rights ("Intellectual Property Rights") created, prepared, produced, authored, conceived, or reduced to practice under this Agreement shall be and remain the exclusive property of DISTRICT.

- c. CONTRACTOR hereby transfers and assigns to DISTRICT, for no additional consideration, CONTRACTOR's entire right, title, and interest in and to such Work Product and such Intellectual Property Rights.
- d. CONTRACTOR shall require its employees, Assigned Personnel, and subcontractors to execute written agreements containing obligations of confidentiality and assignment consistent with this Section prior to performing Services under this Agreement.
- e. Upon reasonable request of DISTRICT, during and after the Term, CONTRACTOR shall take such further actions, including execution and delivery of instruments of conveyance, as may be reasonably necessary to assist DISTRICT in securing, maintaining, or enforcing its rights in any Work Product or Intellectual Property Rights.
- f. To the extent that any of CONTRACTOR's preexisting materials are incorporated into any Work Product created specifically for DISTRICT, CONTRACTOR hereby grants to DISTRICT, at no additional cost, an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, reproduce, modify, and otherwise use such materials for DISTRICT purposes.
- g. As between CONTRACTOR and DISTRICT, DISTRICT shall remain the sole and exclusive owner of all materials provided by DISTRICT ("DISTRICT Materials") and all Intellectual Property Rights therein.
- h. CONTRACTOR shall have no right to use DISTRICT Materials except as necessary to perform the Services under this Agreement. All other rights are reserved by DISTRICT.
- i. CONTRACTOR shall have no right to use DISTRICT's trademarks, service marks, trade names, logos, or branding, except that CONTRACTOR may identify DISTRICT as a client in its customer lists or marketing materials, unless otherwise directed by DISTRICT.

17. Confidentiality. 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 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 Section shall survive the termination of this Agreement. CONTRACTOR shall also comply with all applicable data security requirements set forth in the Exhibits to this Agreement.
18. Project Managers. DISTRICT shall designate a Project Manager responsible for administering this Agreement and for liaison and coordination between DISTRICT and CONTRACTOR. The District Project Manager may be identified in each approved Scope of Work or Request for Temporary Staff, or by written notice to CONTRACTOR. CONTRACTOR shall designate an account manager who shall have responsibility for coordination and performance under this Agreement. The roles and responsibilities of such personnel are further described in Exhibit A.
19. 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 Services to DISTRICT under this Agreement.
20. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be invalid or unenforceable, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect.
21. 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 provision. DISTRICT's waiver of the time for performing any act or condition hereunder shall not constitute a waiver of the act or condition itself.
22. Assignment and Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The Services to be performed under this Agreement 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.
23. Signatures.

The Parties agree to execute this Agreement using digital signatures via DocuSign.

The Parties intending to be legally bound now execute this Agreement on the dates noted below.

CONTRACTOR

EAST BAY MUNICIPAL UTILITY  
DISTRICT

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
for the Office of General Counsel

Rev. 10/9/2025  
{00110231}

**EXHIBIT A**  
**SCOPE OF SERVICES**

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **East Bay Municipal Utility District** *On-Call As-Needed Temporary Information Technology Staffing Services*

The operational requirements set forth in this Exhibit A describe the Services to be performed and the coordination between DISTRICT and CONTRACTOR. Nothing in this Exhibit A shall be interpreted to modify or limit CONTRACTOR's status as an independent contractor, to create any employment relationship between DISTRICT and CONTRACTOR or Assigned Personnel, or to modify CONTRACTOR's responsibility for directing and supervising Assigned Personnel, as set forth in Section 3 of the Agreement.

#### **1. CONTRACTOR SERVICES**

CONTRACTOR shall provide on-call, as-needed temporary information technology (IT) staffing services to support the DISTRICT.

Services shall consist of providing qualified personnel ("Assigned Personnel") to perform work under the direction of the DISTRICT across a range of IT disciplines, including but not limited to:

- Application Development and Maintenance
- Application Performance Management
- Data, Analytics, and Business Intelligence
- Infrastructure, Cloud, and Platform Services
- Cybersecurity and Information Assurance
- Enterprise Systems and Business Applications
- IT Project, Program, and Portfolio Management
- Quality Assurance and Testing
- IT Operations and Service Management
- End-User Computing and Service Desk Support
- Specialized and Emerging Technologies

CONTRACTOR is not required to provide all services and may provide any combination of services.

## 2. STAFFING PROCESS AND WORKFLOW

### 2.1 Request for Temporary Staff

DISTRICT shall issue to CONTRACTOR a written “Request for Temporary Staff” identifying:

- Required skills and experience requested
- Description of services
- Desired start date
- Estimated length of the assignment
- Name and title of the District representative serving as the contact person
- Work hours
- Reporting location
- Any additional required forms or agreements

DISTRICT will generally provide at least two (2) weeks’ notice for staffing requests but may request expedited staffing support.

### 2.2 Staffing Response Requirements

Within **one (1) week** of receiving a request (or sooner if specified), CONTRACTOR shall submit a Staffing Response Packet that includes:

- Scope of services, contract price rates, deliverables, and timeline
- Resumes of qualified personnel
- Documentation verifying proposed personnel has passed the screening process (e.g., background checks)
- Personnel that are readily available for interview by District

CONTRACTOR shall provide one or more qualified candidates, unless otherwise directed. For expedited requests, CONTRACTOR shall respond within the timeframe specified by DISTRICT. Documentation verifying screening requirements shall be provided to DISTRICT upon request.

### 2.3 Interviews and Selection

DISTRICT may interview candidates via phone, virtual meeting, and/or in-person. DISTRICT reserves the right to accept or reject any candidate and/or to request additional candidates. DISTRICT shall select candidates based on qualifications, availability, and/or price, at its sole discretion.

## 3. SCOPE OF WORK (SOW) REQUIREMENTS

No work shall commence without an approved Scope of Work (SOW). Each SOW shall be submitted electronically and include:

- a) DISTRICT DEPARTMENT and WORK LOCATION – Name of District Department and physical address where Proposer’s personnel is working;
- b) SOW# – Proposer’s tracking number;
- c) HIRING MANAGER – Name of District user who requested the Proposer’s personnel;
- d) JOB TITLE – Title of the personnel hired;
- e) PERSONNEL NAME – Name of the individual supplied by the Proposer and working at the District;
- f) START DATE – Date the individual will begin working at the District;
- g) SOW DURATION – The amount of time in weeks or months requested by the District for the hired personnel;
- h) END DATE – Projected end date when the personnel will stop working;
- i) HOURS - Number of hours for the SOW;
- j) BILLING RATE – The agreed-upon rate for the personnel supplied; and
- k) TOTAL SOW AMOUNT – Total dollar amount of the SOW for the individual.

DISTRICT must approve each SOW prior to the start of services.

#### **4. PERFORMANCE REQUIREMENTS**

##### 4.1 Skills Assessment

DISTRICT shall have a two (2) week assessment period for all Assigned Personnel to evaluate the assigned personnel’s knowledge, skills, and experience relative to the applicable job title and duties, and assignment requirements.

DISTRICT’s evaluation of Assigned Personnel shall relate to work product and performance outcomes and shall not be construed as direct supervision or control of employment.

##### 4.2 Performance Standards

Assigned Personnel shall perform Services in accordance with DISTRICT requirements and policies, as communicated through CONTRACTOR, and consistent with the standards set forth in the Agreement.

##### 4.3 Replacement Requirement

Replacement of Assigned Personnel shall be governed by Section 3 of the Agreement. CONTRACTOR shall comply with all replacement requests in accordance with that section.

##### 4.4 Rate Adjustment

If, within the two-week assessment period, DISTRICT determines that Assigned Personnel does not meet the qualifications or skill level of the approved job title and duties, and DISTRICT provides written notification to CONTRACTOR, DISTRICT may adjust billing rate to a rate consistent with the job title and duties demonstrated by Assigned Personnel, as determined by District, subject to mutual written agreement reflected in a revised or amended SOW.

## **5. ACCOUNT MANAGEMENT**

CONTRACTOR shall provide a designated account manager responsible for:

- Coordination of staffing requests (e.g., receiving and acknowledging District requirements)
- Issue escalation and resolution for staff and service delivery
- Performance monitoring (e.g., coaching, discipline)
- Communication with DISTRICT
- Oversight of reporting requirements

## **6. WORKFLOW AND APPROVAL REQUIREMENTS**

### 6.1 SOW Approval Workflow

CONTRACTOR shall provide an electronic workflow that (1) allows online approval and signatures, (2) prohibits manual document downloads for signing, and (3) automatically distributes fully executed documents.

### 6.2 Timesheet Workflow

CONTRACTOR shall provide an electronic workflow that (1) allows submission and online approval and signatures, (2) prohibits manual processing, and (3) automatically distributes approved records.

## **7. REPORTING REQUIREMENTS**

CONTRACTOR shall provide a monthly report for all active SOWs including the following information, and shall notify DISTRICT when any SOW reaches 80% of total authorized value:

- District Department
- SOW number
- Hiring Manager
- Job Title
- Personnel Name
- Start Date
- SOW Duration
- End Date
- Billing Rate

- Total SOW Amount
- 80% SOW threshold
- Current billed amount
- Previous month billing
- Remaining SOW balance
- Remaining hours
- Comments

## **8. EQUIPMENT**

DISTRICT shall provide secured electronic devices (e.g., laptops, mobile phones) as required to complete assignments. CONTRACTOR shall provide standard peripherals and materials. All DISTRICT-issued equipment must be returned upon completion of the assignment. DISTRICT personnel will coordinate the return of the devices. Equipment responsibilities are further described in Section 3 of the Agreement.

## **9. COMPLIANCE REQUIREMENTS**

CONTRACTOR shall comply with all applicable laws and regulations, maintain required licenses and certifications, ensure compliance of subcontractors (if any), and adhere to DISTRICT policies and procedures.

# **EXHIBIT B**

## **PAYMENT TERMS AND PROCEDURES**

## **EXHIBIT B PAYMENT TERMS AND PROCEDURES**

### **East Bay Municipal Utility District *On-Call As-Needed Temporary Information Technology Staffing Services***

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. GENERAL PAYMENT TERMS**

DISTRICT shall compensate CONTRACTOR for Services performed in accordance with this Agreement, subject to the following:

- a. Payment shall be made only for work authorized in advance by DISTRICT through an approved Scope of Work (“SOW”) in accordance with Section 8 of the Agreement and Exhibit A.
- b. Payment shall be made only for Services satisfactorily performed.
- c. Compensation shall be based on the rates set forth in the applicable approved SOW.
- d. Total compensation shall not exceed the Maximum Agreement Ceiling, as established and incrementally adjusted by DISTRICT in accordance with Section 2 of the Agreement.

#### **2. WORK AUTHORIZATION AND FUNDING CONTROL**

- a. All Services must be authorized through a written SOW approved by DISTRICT prior to commencement of work. Work authorization requirements are governed by Section 8 of the Agreement. This Section 2 is intended to implement and supplement, and not modify, those requirements.
- b. Each SOW shall include, at a minimum, the information required under Exhibit A, including personnel name, job title, billing rate, authorized hours, and total SOW amount.
- c. DISTRICT shall not be obligated to pay for any Services performed without an approved SOW.
- d. CONTRACTOR shall not perform Services in excess of the authorized amount set forth in the applicable SOW without prior written approval from DISTRICT.
- e. Funding for this Agreement shall be controlled in accordance with Section 2 of the Agreement. DISTRICT shall have no obligation to pay for Services that exceed the funds allocated to this Agreement or to any individual SOW.

#### **3. RATES AND BILLING**

- a. Billing rates for Assigned Personnel shall be as specified in each approved SOW.
- b. Rates shall be fully burdened and inclusive of all costs, including but not limited to wages, benefits, overhead, administrative costs, and profit.
- c. No additional compensation shall be paid unless expressly authorized in writing by DISTRICT.
- d. Rate adjustments, if any, must be approved in writing by DISTRICT in advance and reflected in an amended or new SOW.

#### **4. TIMEKEEPING AND INVOICING**

- a. CONTRACTOR shall maintain accurate and complete time records for all Services performed under each SOW.
- b. All time worked must be documented through the electronic timesheet workflow described in Exhibit A.
- c. Invoices shall be submitted monthly unless otherwise specified in the applicable SOW.
- d. Each invoice shall include, at a minimum:
  - Contract number
  - SOW number
  - District Department
  - Hiring Manager
  - Personnel name
  - Job title
  - Billing rate
  - Hours worked during the billing period
  - Total amount due
  - Cumulative billed amount
  - Remaining SOW balance
- e. Invoices must correspond to approved timesheets and shall be subject to verification by DISTRICT.

#### **5. PAYMENT TERMS**

- a. DISTRICT shall review and process invoices in accordance with its standard payment procedures.
- b. Payment shall be made only after verification that Services have been satisfactorily performed and properly documented.
- c. DISTRICT reserves the right to withhold payment for:
  - Services not performed in accordance with the Agreement

- Incomplete or inaccurate invoicing
  - Work performed without proper authorization
- d. In the event of a disputed invoice, DISTRICT shall notify CONTRACTOR of the disputed portion and the basis for the dispute. The Parties shall work in good faith to resolve such dispute.

**6. SOW MONITORING AND CLOSEOUT**

- a. CONTRACTOR shall monitor expenditures under each SOW and notify DISTRICT when any SOW reaches eighty percent (80%) of its authorized value, consistent with Exhibit A reporting requirements.
- b. CONTRACTOR shall not exceed the total authorized SOW amount without prior written approval from DISTRICT.
- c. Upon completion or termination of a SOW, CONTRACTOR shall submit a final invoice clearly marked "Final Invoice."

**7. NON-PAYMENT FOR UNAUTHORIZED OR UNSATISFACTORY WORK**

DISTRICT shall have no obligation to pay for:

- Services performed without an approved SOW
- Services exceeding authorized SOW amounts

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

**The following provisions are 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 B (“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 coverages 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.

## **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. 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: \_\_\_\_\_

**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 & 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: \_\_\_\_\_

**III. 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:** \_\_\_\_\_

**IV. Technology Errors and Omissions 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: Technology Errors and Omissions 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. Coverage shall include, but not be limited to the following:

1. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;
2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
5. Liability arising from the failure to render professional services.

**Verification of Technology Errors & Omissions Liability Insurance Coverage**

**As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Technology Errors & Omissions 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 Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

**V. Cyber 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: Cyber 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. Coverage shall include, but not be limited to the following:
  - 1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).
  - 2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
  - 3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
  - 4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

**Verification of Cyber Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Cyber 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. 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:** \_\_\_\_\_

**EXHIBIT D**  
**CEP COMPLIANCE**

Completed P-25 or EEO-1 as required per the District's [Contract Equity Program and Equal Employment Opportunity Guidelines](#)

# **EXHIBIT E**

## **DATA SECURITY REQUIREMENTS**

**Exhibit E**  
East Bay Municipal Utility District  
Data Security Requirements

**1. DEFINITIONS**

- 1.1. “Authorized Employees” means CONTRACTOR’s employees who have a need to know or otherwise access Protected Information to enable CONTRACTOR to perform its obligations under this Agreement.
- 1.2. “Authorized Persons” means Authorized Employees and CONTRACTOR’s employees, subconsultants, or other agents who have a need to know or otherwise access Protected Information to enable CONTRACTOR to perform its obligations under this Agreement.
- 1.3. “Customer Information” means the name, address, phone number, account number, and water usage data of any water or wastewater customer of DISTRICT.
- 1.4. “Days” shall mean calendar days.
- 1.5. “District Information” means any data to be handled by CONTRACTOR pursuant to the Services, including but not limited to Customer Information, Employee Information, Facilities Information, and Personal Information.
- 1.6. “Employee Information” means an employee identification number, personnel records, and any Personal Information of a DISTRICT employee.
- 1.7. “Facilities Information” means any data or records that could reveal details of critical DISTRICT infrastructure or operations, including but not limited to reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about DISTRICT’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater systems. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).
- 1.8. “Force Majeure” means any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond a Party’s reasonable control. Any acts of domestic or foreign hacking or cyberwarfare are specifically excluded from this definition of Force Majeure and do not excuse CONTRACTOR from performance.
- 1.9. “Highly-Sensitive Personal Information” means an individual’s:
  - 1.9.1. Government-issued identification numbers (including Social Security number, partial Social Security number, driver’s license number, or state-issued identification number);
  - 1.9.2. Financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security codes, access codes,

personal identification numbers, or passwords that would permit access to an individual's financial accounts; or

1.9.3. Biometric, genetic, health, medical, or medical insurance data.

1.10. "Personal Information" means information provided to CONTRACTOR by or at the direction of DISTRICT, information which is created or obtained by CONTRACTOR on behalf of DISTRICT, or information to which access was provided to CONTRACTOR by or at the direction of DISTRICT, in the course of CONTRACTOR's performance under this Agreement, that is:

1.10.1. Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);

1.10.2. Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and

1.10.3. All Highly-Sensitive Personal Information.

1.11. "Protected Information" means the following:

1.11.1. Customer Information;

1.11.2. Employee Information;

1.11.3. Facilities Information;

1.11.4. Personal Information.

1.12. "Security Breach" means any act or omission that gives rise to the reasonable belief of a material compromise to the security, confidentiality, or integrity of Protected Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR or any Authorized Persons, or by DISTRICT should CONTRACTOR have access to DISTRICT's systems in the performance of the Services, that relate to the protection of the security, confidentiality, or integrity of Protected Information. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Protected Information.

## **2. SECURITY OF PROTECTED INFORMATION**

2.1. Standard of Care.

- 2.1.1. CONTRACTOR acknowledges that, in the course of providing the Services, CONTRACTOR may create, receive, or have access to Protected Information.
- 2.1.2. Protected Information is deemed to be the property of DISTRICT and is not the property of CONTRACTOR.
- 2.1.3. In recognition of the foregoing, CONTRACTOR shall:
  - 2.1.3.1. Keep and maintain all Protected Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
  - 2.1.3.2. Not create, collect, receive, access, or use Protected Information in violation of law, including state, federal, and international law;
  - 2.1.3.3. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for CONTRACTOR's own purposes or for the benefit of anyone other than DISTRICT;
  - 2.1.3.4. Use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is provided by DISTRICT to CONTRACTOR pursuant to this Agreement; and
  - 2.1.3.5. Not disclose or cause to be disclosed Protected Information to any person other than Authorized Persons.
- 2.2. Information Security.
  - 2.2.1. CONTRACTOR represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Protected Information does and will comply with all applicable federal, state, and international privacy and data protection laws, as well as all other applicable regulations and directives.
  - 2.2.2. CONTRACTOR shall remain aware at all times of changes to all applicable federal, state, and international privacy and data protection laws and promptly implement all procedures and practices as may be necessary to remain in compliance with the laws, in each case, at CONTRACTOR's sole cost and expense.
  - 2.2.3. CONTRACTOR shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments to safeguard data security and privacy.
  - 2.2.4. At a minimum, CONTRACTOR's safeguards for the protection of Protected Information shall meet security industry standards and shall include but not be limited to the following: (i) limiting access of Personal Information to

Authorized Persons; (ii) implementing network, application, database, and platform security; (ii) implementing authentication and access controls within media, applications, operating systems, and equipment; (iii) encrypting Personal Information stored or in transit; (iv) strictly segregating Protected Information from information of CONTRACTOR or its other customers so that Protected Information is not commingled with any other types of information; (v) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at CONTRACTOR's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (vi) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (vii) providing appropriate privacy and information security training to CONTRACTOR's employees.

- 2.2.5. CONTRACTOR shall at all times ensure that Authorized Persons abide strictly by CONTRACTOR's obligations under this Agreement. CONTRACTOR further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information.

### 2.3. Security Breach Procedures.

#### 2.3.1. CONTRACTOR shall:

2.3.1.1. Provide DISTRICT with the name and contact information for an employee of CONTRACTOR who shall serve as DISTRICT's primary security contact; and

2.3.1.2. Notify DISTRICT of a suspected Security Breach as soon as practicable, but no later than twenty-four (24) hours after CONTRACTOR becomes aware of it by reporting it via email to [itsecurity@ebmud.com](mailto:itsecurity@ebmud.com).

2.3.2. Immediately following CONTRACTOR's notification to DISTRICT of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. CONTRACTOR shall fully cooperate with DISTRICT in DISTRICT's handling of the matter. Consultant shall make available to DISTRICT all relevant records, logs, files, data reporting, and other materials that are required to comply with applicable law, regulation, industry standards, or that are otherwise requested by DISTRICT.

2.3.3. CONTRACTOR shall, at its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including but not limited to taking any action necessary to comply with applicable laws, regulations, and industry standards.

2.3.4. CONTRACTOR shall reimburse DISTRICT for any actual costs incurred by

DISTRICT in responding to, and mitigating damages caused by, any Security Breach, including but not limited to all costs of notice and/or remediation.

- 2.3.5. CONTRACTOR shall not inform any third party of any Security Breach involving Protected Information without first obtaining DISTRICT's prior written consent.
  - 2.3.6. CONTRACTOR shall preserve all documents, records, and other data related to any Security Breach.
  - 2.3.7. CONTRACTOR shall reasonably cooperate with DISTRICT in any claim, litigation, or other proceeding relating to any Security Breach.
- 2.4. Oversight of Security Compliance.

Upon DISTRICT's written request, CONTRACTOR shall promptly and accurately complete a written information security questionnaire provided by DISTRICT, or a third party acting on DISTRICT's behalf, regarding CONTRACTOR's business practices and information technology environment in relation to all Protected Information being handled and/or services being provided by CONTRACTOR to DISTRICT pursuant to this Agreement. CONTRACTOR shall fully cooperate with such request and any related inquiry.

- 2.5. Return or Destruction of Protected Information.

At any time during the term of this Agreement, following the termination of the Agreement, or following expiration of the term this Agreement, at DISTRICT's request, CONTRACTOR shall promptly return to DISTRICT or securely dispose all Protected Information in its possession or control and shall certify in writing to DISTRICT within a reasonable time period, but not later than thirty (30) days following DISTRICT's request, that all Protected Information has been returned to DISTRICT or disposed of securely. CONTRACTOR shall comply with any direction provided by DISTRICT with respect to the return or disposal of Protected Information.

- 2.6. CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in Paragraph 2 may cause DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, DISTRICT is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which DISTRICT may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

### **3. BREACH OF AGREEMENT**

- 3.1. The following shall be considered a material breach of this Agreement:

- 3.1.1. CONTRACTOR's failure to comply with any of the security requirements of Paragraph 2;
  - 3.1.2. The failure of the Services to comply with the scope of services set forth in Exhibit A;
  - 3.1.3. CONTRACTOR's failure to comply with any warranty provision of Paragraph 5;
  - 3.1.4. CONTRACTOR's failure to provide DISTRICT with a written plan to cure a security breach as specified in Paragraph 2.3, or DISTRICT's reasonable refusal to accept CONTRACTOR's plan for curing its breach; or CONTRACTOR does not fully carry out an accepted plan to cure;
  - 3.1.5. CONTRACTOR's abandonment of the Services. Abandonment is conclusively presumed when DISTRICT requests a written plan to cure a breach and CONTRACTOR does not submit the plan within five (5) business days of DISTRICT's request;
  - 3.1.6. CONTRACTOR's insolvency or filing for relief under the bankruptcy laws of the United States;
  - 3.1.7. CONTRACTOR's general assignment of this Agreement for the benefit of its creditors or failure to pay its debts as the same become due;
  - 3.1.8. Appointment of a receiver to take charge of CONTRACTOR's property;
  - 3.1.9. CONTRACTOR's disregard of legal requirements of agencies having jurisdiction over the Services, CONTRACTOR, or DISTRICT; or
  - 3.1.10. CONTRACTOR's breach of any other material obligation under this Agreement.
- 3.2. If the nature of any of the breaches identified in 3.1.1 is such that the breach may be cured, the breach shall not be considered a material breach if, after written notice from DISTRICT, DISTRICT is presented with a satisfactory plan to cure the breach within five (5) days and the breach is cured within thirty (30) days, except that any failures related to CONTRACTOR's information security obligations under this Agreement shall be cured within five (5) days.
- 3.3. Upon any material breach of this Agreement, DISTRICT shall have the following remedies, at its option:
- 3.3.1. DISTRICT may terminate the Agreement immediately in writing for cause under Paragraph 3.1; or
  - 3.3.2. DISTRICT may provide notice in writing to CONTRACTOR of its intent to terminate this Agreement for cause, with the notice providing an effective

termination date. The time between the date of the notice and the effective date of termination shall be the “Notice Period.”

3.3.3. During any Notice Period:

3.3.3.1. CONTRACTOR shall continue to retain the District Information, or solely such specific databases or other collections or articles of District Information as DISTRICT may allow;

3.3.3.2. CONTRACTOR shall continue to provide the Services as though this Agreement was still in force;

3.3.3.3. DISTRICT shall pay in full all undisputed compensation due CONTRACTOR as of the notice date and shall pay monthly compensation to CONTRACTOR for retention of the Services, in accordance with the Agreement; and

3.3.3.4. CONTRACTOR shall fully cooperate with DISTRICT so as to enable DISTRICT to transition the District Information and the Services to a DISTRICT platform or a platform provided by a third party.

3.3.4. DISTRICT shall have the right, through written notice to CONTRACTOR, to extend the Notice Period or terminate the Agreement earlier than the Notice Period.

3.4. The remedies in Paragraph 2 shall not be deemed to be exclusive but shall be in addition to all other remedies available in this Agreement or at law or in equity.

#### 4. INDEMNIFICATION

4.1. Security Breach 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 pertaining or relating to CONTRACTOR’s, its associates’, employees’, subconsultants’, or other agents’ failure to comply with any of the security provisions of Paragraph 2 of this Agreement.

#### 5. WARRANTIES AND REMEDIES

5.1. CONTRACTOR warrants that the Services:

5.1.1. Will conform to and perform in accordance with the requirements of this Agreement, including the security provisions of Paragraph 2;

5.1.2. Will be performed in a professional manner in accordance with industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, devoting adequate resources to meet its

obligations under this Agreement;

- 5.1.3. Will be provided free from harmful or malicious code;
  - 5.1.4. Will be provided in compliance with all applicable laws; and
  - 5.1.5. Will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party.
- 5.2. In the event of any Security Breach or if the Services fail to comply with the warranties as stated in Paragraph 5, DISTRICT shall be entitled to any resulting direct and indirect damages.



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**

# **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 E for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit E may be released in response to a CA PRA request.**

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