



EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ) EEO INVESTIGATIONS, RELATED SERVICES, MEDIATIONS, AND ALTERNATIVE DISPUTE RESOLUTION CONSULTANT ROSTERS

RSQ PROCESS

The East Bay Municipal Utility District requests a Statement of Qualifications (SOQ) from firms interested in placement on the Equal Employment Opportunity (EEO) Investigations, Related Services, and Mediations Consultant Roster (EEO CR), and/or Alternative Dispute Resolution (ADR) Consultant Roster (ADR CR). Firms may submit a SOQ for either roster or both. Consultant selection for the two rosters will be completed utilizing the following process:

- The Qualifications Summary forms, SOQ and other related will be evaluated by a panel of District personnel based on criteria outlined in Sections 3 and 4.
- Firms that meet the requirements for the specified criteria will be placed on the respective roster in their specialized discipline(s).
- **FIRMS CURRENTLY ON THE EEO ROSTER ALSO NEED TO SUBMIT A NEW SOQ.**
- Final consultant selection from the two rosters will be made by the District as services are required on a contract-by-contract basis.

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STATEMENT OF QUALIFICATIONS' LENGTH

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

- Transmittal Letter 1 Page
(Stating as a minimum the location of the local office)
- Consulting Firm Information/Specialty Areas 2 Pages

Discipline Selection

- Specialty Discipline Forms 9 Pages Maximum
(Firm Experience/Key Personnel)
- Supplemental Qualification Information 9 Pages Maximum
Applicable Experience (Firm and Key Personnel)
Ability to Respond & Project Approach
Contract Equity Program
- Contract Equity Program Form (P-25) N/A
- Resumes (maximum two pages per person) N/A

Email your electronic submission for the **EEO CR** to ccarlson@ebmud.com Attn: Courtney Carlson, Diversity and Inclusion Office.

Email your electronic submission for the **ADR CR** to jjamili@ebmud.com Attn: Joy Jamili, Employee and Organizational Development.

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

**Hardcopy submissions will not be accepted*

SECTION 1

1.1 EEO CR PROJECT INFORMATION

1.1.1 BACKGROUND

The District is an Equal Employment Opportunity (EEO) employer and conducts EEO complaint investigations pursuant to state and federal laws. Firms selected from the roster will provide professional services for a specific scope of work or support District staff in a number of EEO investigations and/or other services such as mediations, training, and other EEO-related services. Consultants may be used to either: (a) work independently on a specific project; or (b) supplement an in-house staff effort, in accordance with the District's EEO Policies, and/or Contract Equity Program & Equal Employment Opportunity Guidelines, and procedures. The District will use the roster in selection of consultants for contracts that do not exceed \$250,000. However, in **very limited** circumstances, a Department Director, the General Manager, or the General Counsel may authorize the use of a firm not listed on the roster.

1.1.2 PURPOSE

The District's purpose for implementing the EEO CR will be used as needed when District staff are unable to conduct EEO investigations and/or other EEO-related services due to workload constraints or conflicts of interest and to shorten case lead time. New additions to the EEO CR will be effective immediately and will be active for at least two years with possible annual service and contract performance reviews and updates.

1.2.1 EEO INVESTIGATIONS, RELATED SERVICES, AND MEDIATIONS CONSULTANT ROSTER (EEO CR)

1.1.3.1 Qualifications Evaluation

The ability to meet the minimum qualification requirements will be judged solely on the information submitted in the Qualifications Summary Forms, Supplemental Qualification Information, and Resumes. The adequacy of response to the requested information will be evaluated by the District. A firm will not be included in the EEO CR if it fails to provide information in the required listed areas or demonstrate the required minimum qualifications.

1.1.3.2. Creation of the Roster

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

Within the life of the roster, new consulting firms may only be considered for addition to the roster during an advertised solicitation period.

1.1.3.3 Specialty Disciplines

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

1. a. EEO Investigations and Consultation/Support/Training
b. Coordination/Responses to Equal Employment Opportunity Commission (EEOC)/
California Civil Rights Department (CRD)/External Agencies
2. EEO Care Services: Mediation, Facilitated Dialogues, Management Guidance, etc.

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

1.1.3.4 Process for Selection from the Roster

The District's Diversity and Inclusion Office (DIO) is **responsible for selecting from the EEO CR the best-qualified firm to be considered for each contract**. This selection will be based on the consultant's SOQ, including supplemental information on file at the time.

A tentative selection will be made based on the consultant who demonstrates the best ability to perform the scope of work in a timely and efficient manner. The DIO will select vendors based on their anticipated needs on a case-by-case basis and execute agreements in accordance with the guidelines set forth in this RSQ. **No contract, however, will be executed between the roster consultant and the District until the firm is selected and approved for a specific project and a contract is properly executed by both parties.** Contracts over \$250,000 must be approved by the Board of Directors.

The District's standard professional services agreement, which contains the District's required contract terms and conditions, must be used. A sample of the Standard Professional Services Agreement is provided in Section 6.

1.1.3.5 Other Considerations

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

1. **Only consultants selected from this RSQ/SOQ process will be placed on the EEO CR. Additions to the roster may only be made as described in Sections 1.3.2 and 1.3.3 of this RSQ.**
2. The roster will remain active for at least two (2) years from the date it is established. Consultants are required to provide the resources requested by the District at any time during the life of the roster. **Should the consultant be unable to provide requested services when asked on more than two occasions within a two (2) year period, the District reserves the right to remove that firm from the roster.**
3. Consultants placed on the roster will be required to keep their SOQ including supplemental information up-to-date. While the roster is active, if any circumstances

arise that affects the firm's ability or alter their qualifications to provide the services in the specialized areas, the consultant shall notify the Manager of Diversity and Inclusion, Jennella Sambour-Wallace, or the Human Resources Analyst II, Courtney Carlson, within fourteen (14) calendar days at 510-287-0353 or by email at ccarlson@ebmud.com.

4. Consultants on the roster must comply with District standard insurance requirements (Automobile, General Liability, Professional Liability, Worker's Compensation, and Cyber Liability) prior to the execution of the contract. The District's standard insurance minimum requirements are summarized as follows:

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

\$1,000,000/Occurrence, Bodily Injury by Accident; Bodily Injury by Disease
each employee and policy limit

Commercial General Liability (CGL)

\$2,000,000/Occurrence and Aggregate: Bodily Injury and Property Damage;
Personal Injury/Advertising Injury; and Products/Completed Operations

Automobile

\$2,000,000/Occurrence and Aggregate; Bodily Injury and Property Damage

Professional Liability (Errors and Omissions)

\$2,000,000 Each Claim and Aggregate Limit

Cyber Liability Insurance

\$2,000,000 Each Claim or Occurrence Limit and Aggregate Limit

More details can be found in Exhibit D (pages 33 – 44 of this document).

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

5. When consultants are hired to support District's DIO team, the District will perform the project management and coordinate and direct the work of the selected consultants. A project may require one or more disciplines to be contracted out to consultants, each representing their specialized area. In this case, the roster consultants will not be required to perform overall project management, but will need to cooperate and interact with District DIO staff and other roster consultants. The roster consultants will be required to ensure that their work is performed to the required quality, approved budget, and schedule; and will be responsible for the deliverables that they produce.

1.2 ADR CR PROJECT INFORMATION

1.2.1 BACKGROUND

The East Bay Municipal Utility District (District) recognizes that effective communication, collaboration, and the early resolution of workplace conflicts are essential to maintaining a respectful and productive work environment. The District's **Employee and Organizational Development (EOD)** team supports these goals by providing training, coaching, and developmental opportunities that promote positive employee relations and organizational effectiveness.

The Alternative Dispute Resolution Consultant Roster (ADR CR) is being established to provide professional, neutral, and timely conflict resolution services to assist employees, supervisors, and workgroups in addressing workplace disputes, interpersonal tensions, and team challenges. Consultants selected for the ADR CR will support the District's commitment to fairness, equity, and inclusion by helping to resolve conflicts at the earliest opportunity through collaborative, interest-based methods.

The District will utilize this roster when additional external expertise is required to facilitate resolution of conflicts that may extend beyond the capacity, scope, or neutrality of internal resources. Consultants may be engaged to provide mediation, facilitation, conflict coaching, restorative dialogue, or related services designed to rebuild communication and strengthen workplace relationships.

1.2.2 PURPOSE

The purpose of the ADR CR is to create a pool of qualified consultants who can provide Alternative Dispute Resolution and conflict management services to the District on an as-needed basis.

The roster will enable the District to:

1. Access qualified professionals who specialize in resolving workplace conflicts in a neutral, confidential, and efficient manner.
2. Promote early and voluntary resolution of disputes before they escalate to formal grievances or investigations.
3. Enhance organizational culture and communication by providing constructive processes for dialogue and relationship repair.
4. Support EOD's mission to foster leadership, collaboration, and continuous improvement across the organization.

Consultants on the ADR CR may be assigned to individual or group matters and will work collaboratively with the EOD team to tailor interventions that meet the unique needs of each situation. The roster will remain active for at least two years and will be reviewed and updated periodically to ensure continued alignment with District goals and service quality standards.

1.2.3 ALTERNATIVE DISPUTE RESOLUTION (ADR CR)

1.2.3.1 Qualifications Evaluation

The ability to meet the minimum qualification requirements will be judged solely on the information submitted in the Qualifications Summary Forms, Supplemental Qualification Information, and Resumes. The adequacy of response to the requested information will be evaluated by the District. A firm will not be included in the ADR CR if it fails to provide information in the required listed areas or demonstrate the required minimum qualifications.

1.2.3.2 Creation of the Roster

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

Within the life of the roster, new consulting firms may only be considered for addition to the roster during an advertised solicitation period.

1.2.3.3 Process for Selection from the Roster

The District's Employee & Organizational Development (EOD) team is **responsible for selecting from the ADR CR the best-qualified firm to be considered for each contract**. This selection will be based on the consultant's SOQ, including supplemental information on file at the time.

A tentative selection will be made based on the consultant who demonstrates the best ability to perform the scope of work in a timely and efficient manner. The EOD team will select vendors based on their anticipated needs on a case-by-case basis and execute agreements in accordance with the guidelines set forth in this RSQ. **No contract, however, will be executed between the roster consultant and the District until the firm is selected and approved for a specific project and a contract is properly executed by both parties.** Contracts over \$250,000 must be approved by the Board of Directors.

A sample of the Standard Professional Services Agreement is provided in Section 6.

1.2.3.4 Other Considerations

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

1. **Only consultants selected from this RSQ/SOQ process will be placed on the ADR CR. Additions to the roster may only be made as described in Sections 1.3.2 and 1.3.3 of this RSQ.**
2. The roster will remain active for at least two (2) years from the date it is established. Consultants are required to provide the resources requested by the District at any time during the life of the roster. **Should the consultant be unable to provide requested**

services when asked on more than two occasions within a two (2) year period, the District reserves the right to remove that firm from the ADR CR.

3. Consultants placed on the roster will be required to keep their SOQ including supplemental information up-to-date. While the roster is active, if any circumstances arise that affects the firm's ability or alter their qualifications to provide the services in the specialized areas, the consultant shall notify the Employee and Organizational Development Senior Administrative Clerk, Joy Jamili, within fourteen (14) calendar days at 510-287-0711 or by email at jjamili@ebmud.com.
4. Consultants on the roster must comply with District standard insurance requirements (Automobile, General Liability, Professional Liability, Worker's Compensation, and Cyber Liability) prior to the execution of the contract. The District's standard insurance minimum requirements are summarized as follows:

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

\$1,000,000/Occurrence, Bodily Injury by Accident; Bodily Injury by Disease
each employee and policy limit

Commercial General Liability (CGL)

\$2,000,000/Occurrence and Aggregate: Bodily Injury and Property Damage;
Personal Injury/Advertising Injury; and Products/Completed Operations

Automobile

\$2,000,000/Occurrence and Aggregate; Bodily Injury and Property Damage

Professional Liability (Errors and Omissions)

\$2,000,000 Each Claim and Aggregate Limit

Cyber Liability Insurance

\$2,000,000 Each Claim or Occurrence Limit and Aggregate Limit

More details can be found in Exhibit D (pages 33 – 44 of this document).

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

5. When consultants are hired to support District's EOD team, the District will perform the project management and coordinate and direct the work of the selected consultants. The roster consultants will be required to ensure that their work is performed to the required quality, approved budget, and schedule; and will be responsible for the deliverables that they produce.

SECTION 2

PRELIMINARY SCOPE OF CONSULTANT WORK

2.1 EEO CR SCOPE OF WORK

**Subspeciality 1a: EEO Investigations and Consultation/Support/Training and
Subspeciality 1b: Coordination/Responses to EEOC/California Civil Rights Department
(CRD – previously known as the DFEH)/External Agencies**

The scopes for the individual projects will vary and will be defined by the District's Contract/Project Manager when the firm is selected from the roster. A general description of the typical duties and responsibilities in each of the specialized areas is provided below and may or may not represent the actual tasks requested by the District. Investigation cost estimates must also be provided.

CONSULTANT shall provide the following:

CONSULTANT is being retained to conduct an impartial investigation of an assigned internal complaint of violation(s) of the District's Equal Employment Opportunity policy. The District may further require CONSULTANT to provide additional support in responding to such internal DIO complaint, as well as with responding to an external charge filed with CRD and/or EEOC and/or other external agency enforcing civil rights laws. CONSULTANT may also be requested to provide training to EBMUD employees and consultation and/or support to the DIO. CONSULTANT shall stay within this scope unless specifically authorized by DISTRICT to modify or expand the scope. CONSULTANT shall interview witnesses, collect, and review and analyze pertinent information and records, and submit a written report to DISTRICT of its findings based on that information. CONSULTANT will provide DISTRICT a report of the factual determination on each claim. The report will provide the bases for the factual findings which the DISTRICT will review for adequacy and credibility of evidentiary support. CONSULTANT will issue a final written report which addresses DISTRICT questions on evidence and/or other questions related to the factual record. CONSULTANT may be required to draft for the DISTRICT an advisory memo on policy determinations in a format consistent with the District's standards for determination letters. This advisory memo will summarize whether the factual determinations, as set forth in CONSULTANT's final report, support a finding that the District's EEO policies and procedures have been violated with respect to each claim. This advisory memo is for advisory purposes only and the DISTRICT will have sole and exclusive discretion on making the final policy determinations for each claim to ensure consistency with District's past practices and interpretation and application of its own policies and procedures. With respect to the investigation report or the advisory memo on the policy determinations, CONSULTANT's findings and conclusions shall not be pre-determined and shall be solely based on the evidence gathered from its investigation. CONSULTANT will reach their findings based on their impartial, objective, and professional evaluation of the evidence.

Optional: This provision applies only if the firm provides legal services. This Agreement creates an attorney/client relationship between DISTRICT and CONSULTANT. If providing legal services, CONSULTANT will use their employment law and investigation expertise to conduct

impartial fact-finding. It is understood that in this engagement CONSULTANT will not render legal advice as to what action to take as a result of the findings of the investigation. Rather, DISTRICT'S regular employment counsel is solely responsible for providing DISTRICT with legal advice relating to this matter including: whether the investigation is privileged or non-privileged, steps to take to preserve evidence uncovered during the investigation, the scope of issues to be investigated, the consequences of revealing the report to third parties, the legal implications of the factual findings and actions DISTRICT should take based on the results of the investigation, how to advise employees regarding keeping the investigation confidential and any other matters other than the investigation itself. The investigation is subject to the attorney-client privilege unless and until DISTRICT waives such privilege or a court determines that some or all of the investigation is not subject to the privilege.

In addition, CONSULTANT's responsibilities include but are not limited to:

- Review and be familiar with all EBMUD EEO policies/procedures, including Policy 6.06 "Equal Employment Opportunity (EEO)," Policy 6.07 "Prevention of Workplace Harassment," Procedure 614 "Equal Employment Opportunity (EEO) Discrimination, Harassment and Retaliation Complaints, Investigations and Appeals" and EEO Advisement of Rights and Responsibilities.
- Provide an estimate of timeline, hours, and cost to perform the investigation.
- Consult with Manager of Diversity and Inclusion and/or designated DIO staff as necessary over scope and direction of investigation.
- Provide status updates on the progress of the investigation, as requested by the Manager of Diversity and Inclusion and/or designated DIO staff.
- Maintain strict confidentiality, to the extent required by law.
- Review documentation.
- Conduct all necessary investigative interviews, including the intake interview.
- Record interviews (if agreed to by employee/non-employee witnesses) and provide interview recordings and/or written interview notes of investigation interviews upon request.
- Conclude investigation and prepare report of factual findings to the Manager of Diversity and Inclusion within agreed-to deadline(s).
- Comply with the Investigative Consumer Reporting Agencies Act (ICRAA) as amended by AB 655, AB 1068, and AB 2868 when investigations of wrongdoing of existing employees are performed by a third party, and with California Private Investigator Act, if/as appropriate.
- In the event of litigation, CONSULTANT must provide documents to the DIO relating to the investigation upon request and may be required to appear at a specified place and time for a deposition, arbitration, or other court proceeding.
- Provide EEO training (including required EEO compliance training) to EBMUD employees and/or parties as identified by the DIO.
- Consult with the DIO on EEO case matters and related services.

- In the course of an EEO investigation, if CONSULTANT identifies systemic bias/racism or similar issues, CONSULTANT may be requested to investigate such matters and provide recommendations to address such issues. In that case, CONSULTANT may need to coordinate with designated District staff outside of the DIO, per the DIO's direction.

Subspeciality 2: EEO Care Services: Mediation, Facilitated Dialogues, Management Guidance, etc.

CONSULTANT shall provide the following:

CONSULTANT is being retained to conduct mediations, facilitated dialogues, assist with management/employee concerns, and related matters as it pertains to the DIO and/or EEO concerns/cases. CONSULTANT may be tasked with trainings, coaching sessions, and related matters as it pertains to EEO practices/concerns/cases. CONSULTANT may be tasked with developing an EEO care plan, which may include repairing/restoring relationships between parties, on a case-by-case basis. CONSULTANT will stay within this scope unless specifically authorized by DISTRICT to modify or expand the scope. CONSULTANT shall meet with parties designated by the DIO to discuss voluntary participation in an EEO care process, to conduct mediations/facilitated dialogue, etc. CONSULTANT may have to review documentation and must maintain strict confidentiality. CONSULTANT will consult with the Manager of Diversity and Inclusion and/or designated DIO staff as necessary over scope and direction of EEO care approach and will provide status updates on the progress of the EEO care plan, as requested by the Manager of Diversity and Inclusion and/or designated DIO staff.

2.2 ADR CR SCOPE OF WORK

CONSULTANT shall provide the following:

Alternative Dispute Resolution (ADR) services for workplace-related concerns, conflicts, and disputes within the District. Services may include, but are not limited to, mediation, facilitation, conflict coaching, restorative dialogue, team interventions, training, and consultation to support a positive and equitable work environment.

The District may request CONSULTANT to perform these services independently or in coordination with the Employee and Organizational Development (EOD) team and/or the Diversity and Inclusion Office (DIO). The intent of this engagement is to proactively resolve conflicts, promote communication, and strengthen organizational relationships through neutral, confidential, and effective dispute resolution processes.

CONSULTANT shall stay within this scope unless specifically authorized by the DISTRICT to modify or expand it. All work shall align with EBMUD's values of stewardship, integrity, respect, and teamwork.

General Duties and Responsibilities

CONSULTANT's responsibilities include, but are not limited to:

1. Mediation and Facilitation

- Conduct impartial mediations, facilitated dialogues, and restorative conferences involving employees, managers, or workgroups.
- Establish voluntary participation, ground rules, and confidentiality parameters consistent with recognized ADR standards.
- Document session outcomes and provide a summary report of agreements or recommendations to the designated EOD project manager.

2. Conflict Assessment and Case Management

- Evaluate referred disputes to determine the most appropriate ADR method (e.g., mediation, facilitated dialogue, coaching, or group intervention).
- Develop a clear case plan outlining scope, process, and estimated timeframes.
- Maintain neutrality and confidentiality throughout all phases of the process.

3. Conflict Coaching

- Provide individual conflict coaching to employees and/or managers to improve communication, manage workplace tensions, and develop constructive problem-solving skills.

4. Training and Capacity Building

- Deliver customized training sessions, workshops, and presentations related to communication, conflict resolution, interest-based problem-solving, and civility in the workplace.

- Assist in developing and updating EBMUD's ADR-related educational materials and resources.

5. Organizational Development Consultation

- Provide recommendations to improve team functioning and prevent recurrence of disputes.
- Facilitate group interventions when systemic issues or team-level conflicts arise.

6. Documentation and Reporting

- Submit a post-engagement summary or final report to the EOD project manager, documenting general themes, progress, and outcomes (while maintaining confidentiality of participants' statements).
- Provide invoices, status updates, and related administrative documentation as requested.

7. Compliance and Confidentiality

- Adhere to all EBMUD policies, procedures, and confidentiality requirements.
- Comply with applicable federal, state, and local laws governing workplace mediation and dispute resolution, including nondiscrimination and privacy obligations.

8. Coordination with District Staff

- Maintain regular communication with EOD-designated staff regarding scheduling, progress, and coordination.
- Participate in project planning or debriefing meetings, as requested.

SECTION 3

STATEMENT OF QUALIFICATIONS

QUALIFICATIONS SUMMARY FORM

To be considered for placement on the EEO CR and/or ADR CR, your firm must complete the Qualification Summary Forms pages 1 – 11 along with a description of services. The qualifications summary must provide information to demonstrate that the firm(s) and the person(s) proposed for this specialty area meet the minimum qualifications.

You may be asked to provide references upon request for all qualifying EEO investigations, external agency responses, and/or mediation experience (including names and current telephone numbers of individuals who can verify time, budget, and quality of referenced work, must be provided).

MINIMUM QUALIFICATIONS

1. The Firm

The consulting firm must provide information which demonstrates its experience as a consultant or subconsultant on projects within its chosen specialized discipline(s). If the consultant has experience being on a roster for another public agency, that experience should be described.

Specifically, the District requires that the consultant describe two (2) examples of work product deliverables (e.g., EEO investigation report, responses to the CRD and/or EEOC, mediation summaries, facilitation plans, or conflict resolution case documentation) relating to the discipline for which the consultant is applying. Please indicate if and how the referenced work products were used:

- **If applying to be included on the EEO CR**, provide two (2) examples of conducting EEO investigations, providing EEO-related services, EEO compliance training, and/or legal analysis. Please redact all identifying information. Please include examples of any counseling and recommendations you have made to managers for an employee who has violated EEO policies.
 - **If applying to be included on the External Agency Response Roster**, provide one (1) example of a response you drafted on behalf of a client. Please redact all identifying information.
 - **If applying to be included on the EEO Care Services (such as mediation) Roster**, provide two (2) examples of providing a mediation or facilitated dialogue based on EEO and/or Diversity, Equity, and Inclusion (DEI) topics/cases. At least one example must be between a manager and their direct report.
- **If applying to be included on the ADR CR**, provide two (2) examples of providing alternative dispute resolution services on workplace concerns and/or DEI topics/cases. At least one example must be between a manager and their direct report.
- Examples must be of work performed within the last **five (5) years**.

- Consultant may or may not have been the lead firm.

If the firm is on the roster of a similar agency (city or utility), you may be asked for the agency's contact person, phone number and email address (if available) upon request and must be able to provide it.

2. Key Personnel

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

- Key personnel, including an applicant who is an individual consultant, must have at least five (5) years of experience in their respective discipline.
- Key personnel, in their respective disciplines, shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RSQ.
- Additionally, key personnel must have demonstrated their capabilities on at least three projects within the last two (2) years.

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

The consultant must designate at least one SOQ Manager/Key Personnel who will be the primary client contact for the firm using the Key Personnel form (Qualification Summary Form page 11). Up to six (6) names may be included on the Key Personnel form. The Project Manager may be one of or the sole key personnel.

SECTION 4

SUPPLEMENTARY QUALIFICATIONS INFORMATION

CONTENTS

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

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

Firm's Experience

Describe the following:

- Being a roster consultant in the specified areas of expertise.
- Being a consultant for EBMUD

Key Personnel's Experience

Describe the following:

- Acting as an investigator in workplace investigations related to EEO
- Conducting EEO-compliance trainings
- Ability to prepare responses to externally filed CRD and/or EEOC and/or other external agency charges of EEO discrimination, harassment and/or retaliation allegations
- Conducting workplace mediations, facilitated dialogues, etc. that result in the restoration of a productive work environment
- Conducting alternative dispute resolution proceedings
- Ability to efficiently deliver quality reports that are objective, thorough, and timely.

Ability to Respond

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

Project Approach

As stated previously, the District will use the EEO CR when services are needed to either augment a DIO team or to provide investigation, mediation, or other EEO-related services; and the ADR CR when services are needed to resolve workplace disputes, enhance communication, or restore working relationships through mediation, facilitation, conflict

coaching, or other alternative dispute resolution methods. Consultants must be able to provide a timely turnaround, especially for urgent requests.

Contract Equity Program

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

SOQ EVALUATION

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

Experience

- Ability to meet the minimum technical requirements described in Section 3 and included on the Qualifications Summary Form.
- Demonstrate the ability to ensure efficient completion of quality work in a timely manner, especially for urgent requests.
- Demonstrate the capability of providing well-coordinated, objective, and thorough reports requiring minimal revisions.
- Demonstration that key personnel will be appropriately available and can communicate and work effectively with others.

Approach to Work

- State understanding of the process using the roster.

Contract Equity Program

- Demonstrate the consultant's ability to contribute to the fulfillment of the contracting objectives on each specific project.
- Complete and submit with SOQ the District Form P-025 – Employment Data and Certification (enclosed with this RSQ package.)

SECTION 5

INTERVIEW/SELECTION

INTERVIEW

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

CONSULTANT SELECTION FOR ROSTER

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

CONSULTANT SELECTION FOR A PROJECT

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

District staff must use the EEO CR and ADR CR for professional services contracts less than or equal to \$250,000 in the listed three (3) specialty disciplines listed in Section 1.3.3. Therefore, District staff must review all applicable SOQs from firms on the Rosters.

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

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

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

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

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

The Contract/Project Manager selects the consultant and negotiates a contract. All contract awards will comply with applicable District contract award guidelines. Currently, the Board of Directors approves agreements that exceed \$250,000 and the General Manager must approve agreements between \$30,000 and \$250,000.

SECTION 6

6. SAMPLE STANDARD PROFESSIONAL SERVICES AGREEMENT

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT

EEO Investigation Services, EEO Care Services, etc. for East Bay Municipal Utility District

THIS AGREEMENT is entered into this __ day of *Month*, 202__, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called "DISTRICT" " and [Consultant's Name and entity type], herein called "CONSULTANT".

WITNESSETH

Whereas, DISTRICT requires consulting services to assist EBMUD's Diversity and Inclusion Office with **EEO Investigations and Consultation/Support/Training, Coordination/Responses to EEOC/CRD /External Agencies, and/or EEO Care Services: Mediation, Facilitated Dialogues, Management Guidance**; and such services are authorized by Purchase Order No. _____; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, staff, and expertise to perform said services in a professional and competent manner;

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

1. Scope of Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.
2. Compensation. DISTRICT agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of **\$(dollars)**.
3. Commencement of Work. This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of an email from Jennella Sambour-Wallace, Manager of Diversity and Inclusion, authorizing CONSULTANT to commence work. No work shall commence until Ms. Sambour-Wallace has sent such email.
4. Billing and Payment. CONSULTANT shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. CONSULTANT shall also provide any information which will assist DISTRICT in performing any audit of the invoices. DISTRICT will pay

CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

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

If this Agreement is terminated, CONSULTANT 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 CONSULTANT's delivery to DISTRICT of any and all documents, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONSULTANT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.

6. Release of Information. CONSULTANT 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. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement as further provided for in Exhibit C attached hereto and incorporated herein. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7. Ownership of Materials Prepared. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.

8. Designation of Consulting Personnel. CONSULTANT agrees that all services under this Agreement shall be performed under the direction of **Jennella Sambour-Wallace**. Any change of personnel by CONSULTANT shall have DISTRICT approval. DISTRICT contact throughout the period of this Agreement shall be **Jennella Sambour-Wallace**.

9. Independent Contractor and Professional Responsibility of Consultant.

a. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not

represent that it is an employee or servant of DISTRICT. CONSULTANT represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from its professional responsibility for the work performed.

b. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.

c. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.

d. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

10. Indemnification

CONSULTANT expressly agrees to defend, indemnify and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expenses, claims, suits, and damages, including attorneys' fees, arising out of or pertaining to, or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

Where applicable by law, the duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8.

11. Insurance Requirements.

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

12. Time of the Essence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
13. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD
P. O. Box 24055
Oakland, CA 94623
Attn: ***Jennella Sambour-Wallace***

[Consultant Name]
Address
Attn:

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

14. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.
15. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
16. No Waiver. The DISTRICT'S waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The DISTRICT'S waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
17. No Discrimination. There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, sexual orientation, reproductive health decision-making, or any other protected category provided for by federal and state anti-discrimination statutes. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in

material breach of this Agreement.

Consultant 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.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

18. Conflict of Interest. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.
19. Term. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.
20. Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
(Name),
(Title)

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____

***Note: Exhibit A – The EEO CR Scope of Services is on pages 9 – 11 of this document;
Exhibit A – The ADR CR Scope of Services is on pages 12 – 13 of this document.***

EXHIBIT B

East Bay Municipal Utility District

EEO Investigation Services, EEO Care Services, etc. for East Bay Municipal Utility District

COMPENSATION

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

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the Hourly Rates, Billing and Payment, and Budget Status Reports. CONSULTANT acknowledges that is will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. DISTRICT shall pay CONSULTANT the listed Hourly Rates below. The DISTRICT will not provide any other costs or otherwise provide any additional compensation. Costs to be paid comprise the following:

2.1 Hourly Rates

Consultant Name	\$RATE/hour
-----------------	-------------

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's service area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage or overnight delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem, and telecopier/FAX charges.

- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications, and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars, or continuing education.
- Utilities.
- Local meals, transportation, or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

In the event any person involved in this matter pursues further remedies against DISTRICT, DISTRICT will pay fees at the current hourly rate of the CONSULTANT attorney involved for any time spent as a witness in deposition, court, administrative, or other proceedings, irrespective of who may call us as a witness, including preparation time. However, such fees shall not apply to any action or proceeding that claims negligence, malpractice, errors or omissions, or willful misconduct on the part of the CONSULTANT.

2.2 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. CONSULTANT shall also provide any information which will assist DISTRICT in performing any audit of the invoices. DISTRICT will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

2.3 Budget Status Reports

CONSULTANT shall provide an Investigation Plan, upon the commencement of work, which includes an estimated timeline of services, budget, and scope of the EEO investigation services. For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with (*“bi-weekly” or “monthly” depending on duration of project*) status reports that include, in tabular or graphical format, for each report period: (1) the original Investigation Plan estimation for the planned investigation services (prepared at the start of the project), (2) the actual cost of services completed to date, and (3) the current projected costs to complete the project.

EXHIBIT C
East Bay Municipal Utility District
DATA SECURITY REQUIREMENTS

1. DEFINITIONS

- 1.1. “Authorized Employees” means Consultant’s employees who have a need to know or otherwise access Protected Information to enable Consultant to perform its obligations under this Agreement.
- 1.2. “Authorized Persons” means Authorized Employees and Consultant’s agents and Consultants who have a need to know or otherwise access Protected Information to enable Consultant 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 the District.
- 1.4. “Days” shall mean calendar days.
- 1.5. “District Information” means all data to be handled by Consultant 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 the District’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. 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 Consultant 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 Consultant by or at the direction of the District, information which is created or obtained by Consultant on behalf of the District, or information to which access was provided to Consultant by or at the direction of the District, in the course of Consultant'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 Consultant or any Authorized Persons, or by the District should Consultant have access to the 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. Consultant acknowledges and agrees that, in the course of providing the Services, Consultant may create, receive, or have access to Protected Information. Consultant shall comply with the terms and conditions set forth

in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of Protected Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Protected Information under its control or in its possession by all Authorized Persons. Protected Information is deemed to be the property of the District and is not the property of Consultant.

- 2.1.2. In recognition of the foregoing, Consultant agrees and covenants that it shall:
- a. Keep and maintain all Protected Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Protected Information in violation of law, including state, federal, and international law;
 - c. Use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is provided by the District to Consultant pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for Consultant's own purposes or for the benefit of anyone other than the District; and
 - d. Not, directly or indirectly, disclose Protected Information to any person other than Authorized Persons.
- 2.2. Information Security.
- 2.2.1. Consultant 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. Consultant will 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 Consultant's sole cost and expense.
- 2.2.2. Consultant shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments to safeguard data security and privacy that are reviewed by Consultant at least annually.
- 2.2.3. Without limiting Consultant's obligations under Paragraph 2.2.1, Consultant shall implement administrative, physical, and technical safeguards to protect Protected Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry best practices, the International Organization for Standardization's standards: ISO/IEC 27001 – Information Security Management Systems – Requirements and ISO/IEC 27002 – Code of Practice for International Security Management, the National Institute of Standards and

Technology (NIST) Cybersecurity Framework or Center for Internet Security, Critical Security Controls (CSC-20), and shall ensure that all such safeguards, including the manner in which Protected Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

- 2.2.4. At a minimum, Consultant's safeguards for the protection of Protected Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing, both physically and technologically, business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Protected Information from information of Consultant or its other customers so that Protected Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Consultant's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Consultant's employees.
 - 2.2.5. During the term of each Authorized Person's employment or retention through subcontract by Consultant, Consultant shall at all times cause such Authorized Persons to abide strictly by Consultant's obligations under this Agreement. Consultant further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information by any of Consultant's officers, partners, principals, employees, agents, or Consultants.
 - 2.2.6. Within 15 days of making any material changes to Consultant's security program or administrative, physical, or technical safeguards to protect Protected Information from unauthorized access, disclosure, or use under Paragraphs 2.2.2 and 2.2.3 of this Agreement, Consultant shall notify the District of the change in writing.
- 2.3. Security Breach Procedures.
- 2.3.1. Consultant shall:
 - a. Upon execution of this agreement, provide the District with the name and

contact information for an employee of Consultant who shall serve as the District's primary security contact and shall be available to assist the District twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

- b. Notify the District of a suspected Security Breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it; and
- c. Notify the District of any suspected Security Breaches by reporting via email to itsecurity@ebmud.com. Once a suspected Security Breach has been confirmed, written notice should be provided to the District within twenty-four (24) hours of confirmation that a breach occurred.

- 2.3.2. Immediately following Consultant's notification to the District of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Consultant agrees to fully cooperate with the District in the District's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the District with physical access to the facilities and operations affected; (iii) facilitating interviews with Consultant's employees, agents and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the District.
- 2.3.3. Consultant 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 and all action necessary to comply with applicable data security and privacy rights, laws, regulations, and standards. Consultant shall reimburse the District for all actual costs incurred by the District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- 2.3.4. Consultant agrees that it shall not inform any third party of any Security Breach involving Protected Information without first obtaining the District's prior written consent, other than to inform a complaining District customer that the matter has been forwarded to the District. Further, Consultant agrees that the District shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the District's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- 2.3.5. Consultant agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- 2.3.6. Consultant agrees to reasonably cooperate with the District in any litigation, investigation, or other action deemed necessary by the District to protect its

rights relating to the use, disclosure, protection, and maintenance of the Protected Information.

2.4. Oversight of Security Compliance.

Upon the District's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Consultant shall promptly and accurately complete a written information security questionnaire provided by the District, or a third party on the District's behalf, regarding Consultant's business practices and information technology environment in relation to all Protected Information being handled and/or services being provided by Consultant to the District pursuant to this Agreement. Consultant shall fully cooperate with such inquiries.

2.5. Return or Destruction of Protected Information.

At any time during the term of this Agreement at the District's written request or upon the termination or expiration of this Agreement for any reason, at the District's direction Consultant shall, and shall instruct all Authorized Persons to, promptly return to the District all copies, whether in written, electronic, or other form or media, of Protected Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the District that such Protected Information has been returned to the District or disposed of securely. Consultant shall comply with all directions provided by the District with respect to the return or disposal of Protected Information.

2.6. Consultant acknowledges that any breach of its covenants or obligations set forth in Paragraph 2 may cause the District irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the 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 the 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. Consultant's failure to comply with any of the security requirements of Paragraph 2.

4. INDEMNIFICATION

4.1. Security Breach Indemnification. Consultant expressly agrees to defend, indemnify, and hold harmless the 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 Consultant'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. Consultant 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 and workmanlike 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 6, in addition to any equitable remedies provided in Paragraph 6, the District shall be entitled to any resulting direct and indirect damages. However, in no event shall Consultant's liability exceed the aggregate fees and reimbursable expenses under this Agreement, including amounts already paid and amounts that have accrued but not yet been paid.
- 5.3. The limitations on liability in Paragraph 6.2 shall not apply to:
 - 5.3.1. Losses resulting from Consultant's failure to comply with its obligations under Paragraph 2;
 - 5.3.2. Losses resulting from any claim that the Services infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party;
 - 5.3.3. Consultant's indemnification obligations under Paragraph 5;
 - 5.3.4. Losses resulting from Consultant's unauthorized or intentional suspension, termination, or disabling of the Services in breach of this Agreement;
 - 5.3.5. Losses resulting from Consultant's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts;
 - 5.3.6. Losses resulting from death, bodily injury, or damage to real or tangible personal property arising out of or relating to Consultant's negligent or more culpable acts or omissions; or
 - 5.3.7. Losses resulting from Consultant's violation of any law.

EXHIBIT D
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 SOQ but will be required to submit them upon notification of award. By submitting a SOQ for either roster, the PROPOSER agrees to meet the minimum insurance requirements stated in the RSQ.

The following are provisions applicable to all required insurance

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit D ("Insurance Requirements") to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker's agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR's risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any

actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.

- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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:
 - a. Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
 - b. 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. Professional Liability (also known as Errors and Omissions) Insurance Coverage

- A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- B. Professional Liability coverage shall apply to employment investigations, HR consulting, mediation/ADR services, conflict coaching, training, and organizational development consulting. Coverage shall not exclude claims arising from employment-related investigations, discrimination, harassment, or retaliation in connection with the services provided.
- C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:
 - Each Claim: \$2,000,000
 - Aggregate Limit: \$2,000,000

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

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

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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 reporting 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- D. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.
 - 1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 - 2. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 - 3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
 - 4. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 - 5. Independent Contractor's Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.

6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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



QUALIFICATION SUMMARY FORMS

FIRM INFORMATION			
Company Name			
Address			
City, State, Zip Code			
Company Email/Website			
Small Business ¹	☐ Yes ☐ No		
Contact Person			
Phone Number			
E-Mail Address		Fax Number	
Roster Experience with Another Agency	☐ Yes ☐ No		
If yes, which agency/organization(s)			

Specialty Discipline(s) for which your firm is applying:

Diversity and Inclusion Office (email to ccarlson@ebmud.com)

- ☐ EEO Investigations
 - Consultation
 - Support
 - Training
- ☐ Coordination/Responses to EEOC/CRD/External Agencies
- ☐ EEO Care Services
 - ☐ Mediations
 - ☐ Facilitated Dialogues
 - ☐ Management/Employee Guidance

Employee and Organizational Development (email to jjamili@ebmud.com)

- ☐ Alternative Dispute Resolution Services

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

Can your firm provide the following standard level of insurance (per Exhibit D, pages 33 – 44)?

Note that insurance requirements may be satisfied by a combination of primary and excess or umbrella policies.

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

Exempt from CA State requirement to carry Workers' Compensation insurance ☐ Yes ☐ No

Coverage A. Statutory Benefits Limits ☐ Yes ☐ No

Coverage B. Employer's Liability of not less than: ☐ Yes ☐ No

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

Commercial General Liability (CGL) insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage: \$2,000,000 ☐ Yes ☐ No

Personal Injury/Advertising Injury: \$2,000,000 ☐ Yes ☐ No

Products/Completed Operations: \$2,000,000 ☐ Yes ☐ No

Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000 ☐ Yes ☐ No

Bodily Injury and Property Damage: \$2,000,000 ☐ Yes ☐ No

Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000 ☐ Yes ☐ No

Aggregate Limit: \$2,000,000 ☐ Yes ☐ No

Cyber Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000 ☐ Yes ☐ No

Aggregate Limit: \$2,000,000 ☐ Yes ☐ No

My firm carries the required insurance outlined in Exhibit D, including the relevant provisions applicable to all required insurance. ☐ Yes ☐ No



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience EEO Investigations, EEO-related services, EEO compliance training, and/or legal analysis Example 1	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (<i>if Sub-consultant</i>):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	

QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience	
EEO Investigations, EEO-related services, EEO compliance training, and/or legal analysis	
Example 2	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (if Sub-consultant):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience External Agency Response (drafted on behalf of a client) Example 1	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (<i>if Sub-consultant</i>):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience EEO Care Services – Mediation or Facilitated Dialogue Example 1	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (<i>if Sub-consultant</i>):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	

QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience EEO Care Services – Mediation or Facilitated Dialogue Example 2	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (if Sub-consultant):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience Alternative Dispute Resolution Services Example 1	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (<i>if Sub-consultant</i>):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	



QUALIFICATION SUMMARY FORMS

Firm Qualifying Experience Alternative Dispute Resolution Services Example 2	
Name/Title of Project	
Project Start and End Dates	
Total Contract Amount (Prime Consultant)	
Your Firm's Contract Amount (<i>if Sub-consultant</i>):	
Client* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	



QUALIFICATION SUMMARY FORMS

KEY PERSONNEL IDENTIFICATION				
DISCIPLINE				
Role	Name and Title	Specialty Discipline Expertise	Years of Experience	Certification/License # (if applicable)
Project Manager				
Key Personnel #1				
Key Personnel #2				
Key Personnel #3				
Key Personnel #4				
Key Personnel #5				



QUALIFICATION SUMMARY FORMS

PROJECT MANAGER/KEY PERSONNEL	
Submit one page for Project Manager and one page for each Key Personnel as listed on your Key Personnel Identification Form (Qualification Summary Form page 10)	
Name of Person:	
Indicate if	☐ Project Manager ☐ Key Personnel
Will any current or known future assignments limit availability to the District?	☐ Yes ☐ No
If yes, please explain	
Client Reference* Information	
Company Name	
Company Phone Number	
Company Email Address	
<i>*Client could also be experience gained working at a former company/public agency</i>	
Description of Services:	

Copy this page as needed.