

REQUEST FOR PROPOSAL (RFP)

for Emergency Restoration, Mitigation and Remediation Services

ADDENDA

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

CONTACT

Kim Damico
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RESPONSE DUE

October 30, 2026
4:00 p.m. PDT

SUBMIT ELECTRONICALLY TO*

Kim Damico, EBMUD
riskmgmt@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT
RFP for Emergency Restoration, Mitigation and Remediation Services

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of this Request for Proposal to solicit proposals from firms qualified to provide as-needed emergency restoration, mitigation, and remediation services arising from water intrusion, wastewater releases, and other unanticipated events arising in connection with property damage and subrogation claims administered by East Bay Municipal Utility District (the District).

East Bay Municipal Utility District (EBMUD) intends to award contracts to up to five (5) qualified vendors to provide emergency restoration, mitigation, and remediation services. Each contract will have an initial term of three (3) years, with the District retaining, at its sole discretion, the option to extend the contract for two (2) additional 24-month terms. Due to the emergency and as-needed nature of the services, the District does not guarantee any minimum or maximum amount of work to any selected Contractor.

The District may assign work among selected Contractors based on availability, proximity to the loss location, staffing and equipment capacity, relevant expertise, past performance, anticipated cost, response history, or any other factor the District considers appropriate. The District does not guarantee an equal rotation or equitable distribution of assignments among Contractors.

The restoration contractor (Contractor) shall be on call and available 24 hours per day, seven (7) days per week, including weekends and holidays. The Contractor shall acknowledge an emergency service request within fifteen (15) minutes, have qualified personnel on site within one and one-half (1.5) hours, and begin authorized mitigation within four (4) hours, subject to the limitations described in this RFP.

The Contractor shall furnish all labor, supervision, materials, tools, commercial-grade equipment, transportation, documentation, and approved specialty services necessary to perform authorized emergency clean-up, stabilization, water or wastewater extraction, structural drying, contents handling, remediation, and removal and disposal of contaminated or non-salvageable materials. Structural rebuilding, reconstruction, permanent repairs, remodeling, upgrades, and betterments are excluded unless separately procured and authorized by the District.

B. PROPOSER QUALIFICATIONS

1. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing emergency restoration services for at least **5 years**.
2. Proposer shall be a qualified provider of emergency restoration, mitigation, and remediation services and shall maintain applicable industry certifications and accreditations appropriate to the services proposed, including ANSI/IICRC certifications or equivalent qualifications for water restoration, structural drying, and microbial remediation, as applicable.
3. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. FUNCTIONAL REQUIREMENTS

The Contractor shall provide emergency water restoration and mitigation services at residential properties designated by EBMUD. Services shall be limited to emergency clean-up, stabilization, water extraction, and dry-out. Structural rebuilding, reconstruction, permanent repairs, remodeling, upgrades, and betterments are excluded.

1. Water/Wastewater Extraction

Extraction and removal of standing water, wastewater, mud, sediment, and waterborne debris from affected interior and exterior areas.

2. Clean-up and Remediation

Clean-up, removal, disinfection, and remediation of water/wastewater in accordance with applicable laws, regulations, public health requirements, and industry standards.

3. Contents

- a. Contents Manipulation - Moving, removal, inventory, pack-out, temporary on-site storage, authorized off-site storage for a defined period, or authorized disposal of contents from the affected area, including but not limited to furniture, appliances, electronics, clothing, documents, and other personal property.

The Contractor shall notify the assigned EBMUD Claims Adjuster before performing a pack-out or placing contents into storage and shall provide an estimated duration and cost. No pack-out, off-site storage, or disposal of contents shall occur without prior approval from the assigned EBMUD Claims Adjuster and permission from the property owner or occupant.

- b. Contents Drying and Treatment - Drying, cleaning, sanitization, disinfection, deodorization, and other technically appropriate treatment of affected contents.
- c. Non-Salvageable Contents - Identification and documentation of items that cannot reasonably be restored. The Contractor shall provide EBMUD with an itemized non-salvageable property list and photographs showing the condition of each item. No personal property shall be disposed of without approval from the assigned EBMUD Claims Adjuster and permission from the property owner or occupant, except where immediate disposal is necessary to address a documented health or safety hazard.

4. Upholstery Cleaning

Cleaning, extraction, sanitization, deodorization, and drying of upholstered furniture and other fabric-covered contents.

5. Structural Drying and Floor Drying

Drying of affected structural materials and flooring, including wood, carpet, carpet pad, vinyl, concrete, drywall, framing, insulation, cabinetry, and other affected materials.

6. Floor, Carpet, and Rug Cleaning

Cleaning, extraction, disinfecting, sanitizing, deodorizing, and drying of affected floors, carpets, rugs, and related materials.

7. Deodorization and Odor Removal

Identification and treatment of odors resulting from water intrusion, sewage, microbial growth, or related contamination using methods and products appropriate for the affected materials and occupancy.

8. Antimicrobial Treatment

Application of antimicrobial, disinfectant, or sanitizing products when technically appropriate. Products shall be used in accordance with manufacturer instructions and applicable label requirements. The Contractor shall document the product used, application area, quantity, dilution, application method, and required contact time.

9. Structural Dehumidification

Installation and operation of commercial-grade dehumidification equipment appropriate to the affected area, materials, environmental conditions, and drying goals.

10. Drying Equipment Monitoring

The Contractor shall monitor installed drying equipment at intervals appropriate to the conditions and drying plan, but no less frequently than once every 48 hours unless the assigned EBMUD Claims Adjuster approves another interval. More frequent monitoring shall be provided when required by site conditions, contamination level, equipment performance, or applicable industry standards.

At each visit, the Contractor shall:

- a. Record moisture readings and relevant atmospheric or psychrometric readings.
- b. Document the number, type, and location of equipment.
- c. Confirm that equipment is operating properly.
- d. Adjust, relocate, add, or remove equipment based on documented drying performance.
- e. Photograph the affected areas and equipment.
- f. Document labor, materials, and services completed.
- g. Provide an updated anticipated completion date.
- h. Report any change in the anticipated scope or cost.

Equipment shall not remain on site longer than technically necessary and shall not be removed solely because a predetermined number of rental days has elapsed.

11. Mold Remediation

Mold or microbial remediation services may be performed when needed and expressly authorized by the assigned EBMUD Claims Adjuster. If mold or suspected microbial growth is identified, the Contractor shall immediately notify EBMUD and shall not perform mold remediation, environmental testing, or clearance services without prior authorization.

12. Material Removal

Removal of drywall, flooring, baseboards, insulation, cabinetry, ceiling materials, or other structural or finish materials shall be limited to removal reasonably necessary to effectuate water extraction and dry-out. Before performing material removal, the Contractor shall:

- a. Notify the assigned EBMUD Claims Adjuster.
- b. Explain why removal is necessary.
- c. Provide photographs showing the material before removal.
- d. Identify the estimated quantity or dimensions to be removed.
- e. Provide the anticipated cost.
- f. Obtain permission from the property owner or occupant.

- g. Identify any suspected asbestos, lead, mold, or other regulated-material concern.

The Contractor shall not rebuild or replace removed materials unless the assigned EBMUD Claims Adjuster separately authorizes limited temporary or minor restorative work in writing. Structural rebuilding, reconstruction, permanent repairs, remodeling, upgrades, and betterments remain outside the scope of this RFP unless separately procured and authorized by the District.

13. Exterior Walking Surfaces and Drainage Features

The Contractor shall notify EBMUD Risk Management if water, wastewater, sediment, mud, or debris affects:

- a. Walking paths leading to a residence or garage.
- b. Stairs, entrances, driveways, or other regularly used pedestrian surfaces.
- c. French drains, perimeter drains, area drains, or similar drainage features.

When authorized by EBMUD, the Contractor may power wash or otherwise clean affected walking surfaces to reduce slip or trip hazards and may clean affected drainage features to prevent additional damage.

14. Disposal and Documentation

Disposal services shall include appropriate photographs, inventories, disposal records, receipts, manifests, and other documentation required to identify the materials or contents disposed of. The Contractor shall keep EBMUD and the property owner or occupant adequately informed throughout the process. Potentially relevant physical evidence shall not be disposed of without prior direction from the assigned EBMUD Claims Adjuster.

15. Specialty Services and Subcontractors

The Contractor shall obtain prior approval from the assigned EBMUD Claims Adjuster before retaining any subcontractor, consultant, laboratory, or specialty service provider, including but not limited to:

- a. Asbestos or lead consultants and abatement contractors.
- b. Pack-out or contents vendors.
- c. Electricians or plumbers.
- d. Environmental consultants or industrial hygienists.
- e. HVAC contractors.
- f. Mold consultants or remediation contractors.
- g. Structural engineers.

- h. Waste-hauling or disposal contractors.
- i. Temporary-power providers.

The Contractor's request for approval shall identify the proposed provider, scope, qualifications, estimated cost, proposed markup, and anticipated effect on the project schedule.

16. Other Restoration or Remediation Services

Other restoration or remediation services may be provided as needed. Such services shall be quoted using the agreed-upon service rates and approved by the assigned EBMUD Claims Adjuster before the work is performed.

D. TECHNICAL REQUIREMENTS

1. Emergency Availability

The Contractor shall provide emergency-response services 24 hours per day, 365 days per year, including weekends and holidays.

2. Initial Response

The Contractor shall acknowledge EBMUD's request for services within 15 minutes. If the Contractor cannot meet an applicable acknowledgment, arrival, or commencement deadline, the District may assign the work to another Contractor without liability for any unperformed work or anticipated revenue. Repeated failure to satisfy emergency-response requirements may result in suspension from assignments or termination of the resulting agreement.

3. One and A Half-Hour On-Site Response

The Contractor shall have qualified personnel physically present at the loss location— "boots on the ground"— within one and a half hours after EBMUD's initial request for services. If the Contractor anticipates that it cannot meet this requirement, it shall immediately notify EBMUD Risk Management and provide the reason for the delay, the location and status of the responding crew, and the revised estimated arrival time.

4. District Notification and Claim Assignment

Upon receiving an assignment, the Contractor shall call or email EBMUD Risk Management at: Telephone: (510) 287-0175; Email: Riskmgmt@ebmud.com. The Contractor shall:

- a. Confirm the anticipated arrival time.

- b. Provide the name and mobile telephone number of the on-site supervisor.
- c. Provide the number of personnel responding.
- d. Obtain the name and contact information of the assigned EBMUD Claims Adjuster.
- e. Obtain the assigned EBMUD claim number.
- f. Confirm any initial scope limitation or not-to-exceed authorization.

5. Identification of Additional Affected Properties

To the extent reasonably apparent from site conditions, information from occupants, or observations made during the response, the Contractor shall determine whether other properties may require emergency mitigation services. If another potentially affected property is identified, the Contractor shall immediately notify EBMUD Risk Management at (510) 287-0175. The Contractor shall not begin work at an additional property without EBMUD authorization, except where narrowly tailored emergency action is necessary to protect life or prevent imminent substantial damage.

6. Initial Damage Documentation

Upon arrival and before beginning work, the Contractor shall document the condition of the property to the extent reasonably practicable. Documentation shall include:

- a. Matterport or equivalent video documentation of the exterior and interior of the property prior to remediation.
- b. Overall views of the property and affected areas.
- c. Photographs of each affected room or location.
- d. Photographs of damaged materials and contents.
- e. Photographs of pre-existing or unrelated damage.
- f. Photographs of affected walkways, garages, driveways, and exterior areas.
- g. Photographs of standing water, wastewater, sediment, mud, or debris.
- h. Photographs of materials before removal.
- i. Video documentation when photographs do not adequately depict the condition.

7. Preliminary On-Site Assessment

Promptly after arriving at the property, the Contractor shall provide EBMUD Risk Management with a preliminary on-site assessment describing:

- a. The apparent extent of damage.

- b. Immediate safety concerns.
- c. Areas requiring emergency mitigation.
- d. Anticipated personnel and equipment needs.
- e. Conditions requiring environmental testing or specialty services.
- f. Whether other properties may be affected.
- g. Conditions preventing or delaying work.

8. Commencement of Mitigation

The Contractor shall begin authorized mitigation efforts within four hours after EBMUD's initial request for services. If work cannot begin within four hours because of denied access, an unsafe condition, suspected regulated materials, utility hazards, or other circumstances beyond the Contractor's control, the Contractor shall immediately notify EBMUD Risk Management.

9. Initial Assessment and Immediate Notification

The Contractor shall submit an initial assessment within 12 hours after EBMUD's initial request for services. The assessment shall include:

- a. A description of affected rooms, areas, materials, and contents.
- b. Initial photographs and video, as applicable.
- c. Initial moisture readings and moisture map.
- d. Water category or contamination concerns, when applicable.
- e. Proposed mitigation activities.
- f. Proposed equipment type and quantity.
- g. Anticipated duration of mitigation.
- h. Anticipated need for material removal.
- i. Anticipated need for pack-out or storage.
- j. Anticipated need for specialty services or subcontractors.
- k. A rough order of magnitude cost estimate or proposed not-to-exceed amount.
- l. Known safety, access, customer, or operational concerns.

10. Safety Requirements

Safety shall be the Contractor's first priority. The Contractor shall immediately report any outstanding or newly identified safety concerns to EBMUD Risk Management and, as appropriate, the property owner or occupant. Reportable concerns include, but are not limited to:

- a. Electrical hazards.
- b. Structural instability.
- c. Slip, trip, or fall hazards.
- d. Sewage or contaminated water.
- e. Suspected asbestos or lead-containing materials.

- f. Mold or microbial growth.
- g. Chemical or biological contamination.
- h. Blocked exits or unsafe walking surfaces.
- i. Unsafe floors, stairs, ceilings, decks, or building systems.
- j. Conditions requiring restricted access or evacuation.

11. Public Health Requirements

Services shall be performed in accordance with current applicable federal, state, and local public health requirements and guidance, including requirements addressing communicable diseases and work in occupied properties.

12. Applicable Standards

Services shall be performed in accordance with:

- a. Applicable federal, state, and local laws and regulations.
- b. Applicable Cal/OSHA requirements.
- c. Equipment manufacturer instructions.
- d. Generally accepted restoration-industry practices.
- e. Applicable ANSI/IICRC standards.
- f. Applicable environmental, hazardous-material, and waste-disposal requirements.
- g. The requirements of the RFP and resulting agreement.

13. Equipment Standards

The Contractor shall use commercial-grade equipment appropriate for the affected area, materials, water category, contamination conditions, and drying goals. Equipment quantities and placement shall be based on documented site conditions and drying calculations. The Contractor shall not install unnecessary or duplicative equipment. Moisture meters and monitoring instruments shall be maintained and calibrated in accordance with manufacturer recommendations.

14. Progress Summary

The Contractor shall submit a written progress summary after each site visit while mitigation remains active. Visits and summaries shall occur daily or every other day, depending on site conditions and as approved by the assigned EBMUD Claims Adjuster. Each progress summary shall include:

- a. Date and time of the visit.
- b. Personnel present and labor hours by classification.
- c. Work performed.

- d. Current moisture readings.
- e. Atmospheric or psychrometric readings, when applicable.
- f. Updated moisture map.
- g. Equipment count, type, and location.
- h. Equipment added, relocated, adjusted, or removed.
- i. Materials and consumables used.
- j. Photographs documenting current conditions.
- k. Drying progress and remaining affected areas.
- l. Updated anticipated completion date.
- m. Changes in anticipated cost.
- n. Recommended material removal or specialty services.
- o. Safety, access, customer, or technical concerns.
- p. Decisions or authorizations needed from EBMUD.

15. Scope and Cost Control

The Contractor shall not exceed the authorized scope or approved not-to-exceed amount without prior approval from the assigned EBMUD Claims Adjuster. A request for additional work shall include:

- a. The newly identified condition.
- b. Supporting photographs or readings.
- c. The proposed additional work.
- d. The reason the work is necessary.
- e. The estimated additional cost.
- f. The anticipated schedule effect.
- g. The consequence of not performing the work.
- h. Available alternatives.

16. Customer Communications

The Contractor may explain the mitigation work, equipment operation, access limitations, safety restrictions, and anticipated schedule to the property owner or occupant. The Contractor has no authority to admit or deny District responsibility, accept or settle a claim, promise payment or reimbursement, authorize permanent repairs, or otherwise bind the District. Authorization to perform emergency mitigation services shall not constitute an admission of liability by the District.

The Contractor shall direct the customer to the assigned EBMUD Claims Adjuster for questions involving:

- a. District responsibility or liability.
- b. Claim acceptance or denial.
- c. Reimbursement.
- d. Damaged contents.
- e. Temporary housing or loss of use.

- f. Reconstruction or permanent repairs.
- g. Payment disputes.
- h. Services outside the authorized scope.

Unless expressly authorized in advance and in writing by the assigned EBMUD Claims Adjuster, CONTRACTOR shall not require or request a property owner or occupant to execute a separate contract, assignment of insurance benefits, direct-payment authorization, financing agreement, promissory note, lien, lien acknowledgment, or similar instrument. CONTRACTOR shall not invoice, demand payment from, or attempt to collect any amount directly from a property owner or occupant for services assigned by EBMUD. Authorization to perform services does not create a contractual relationship between CONTRACTOR and the property owner or occupant.

17. Personnel Screening, Identification, Conduct, and Incident Reporting

- a. Covered Personnel. For purposes of this section, “Covered Personnel” means the Contractor’s employees, temporary workers, agents, representatives, and subcontractor personnel who may:
 - 1. Enter a residential property;
 - 2. Interact with a property owner, occupant, tenant, customer, or member of the public;
 - 3. Handle, remove, transport, inventory, clean, restore, store, or dispose of personal property or other contents;
 - 4. Work in an area without continuous supervision;
 - 5. Have access to keys, access codes, restricted areas, or security information; or
 - 6. Have access to photographs, videos, contents inventories, claim records, personal information, or other non-public information.
- b. Personnel Screening. Before assigning Covered Personnel to perform services under the resulting agreement, the Contractor shall conduct a lawful background-screening process reasonably appropriate to the duties to be performed and the nature of the access provided. At a minimum, the Contractor’s screening process shall include, as applicable:
 - 1. Verification of the individual’s identity;
 - 2. Verification of required licenses, certifications, training, and qualifications;
 - 3. Review of relevant employment history or references;
 - 4. Criminal-history screening to the extent permitted by applicable law and reasonably related to the individual’s proposed duties;

5. Driving-record review for personnel who will operate a vehicle in connection with District assignments; and
6. Any additional screening reasonably appropriate for personnel who will enter occupied properties, handle personal property, work without continuous supervision, or access confidential claim information.

All screening shall be conducted consistently and in compliance with applicable federal, state, and local employment, civil-rights, consumer-reporting, privacy, and data-protection laws. The Contractor shall apply job-related criteria and any individualized assessment required by law.

The Contractor shall not assign Covered Personnel when the Contractor reasonably determines, following a lawful and individualized assessment, that the individual's assignment would present an unreasonable risk to an occupant, personal property, confidential information, District operations, or public safety.

- c. **Certification of Compliance.** Upon the District's request, the Contractor shall provide written certification that each member of Covered Personnel assigned to District work has completed the screening required by this section.

The Contractor shall maintain records sufficient to demonstrate compliance. The Contractor shall not provide underlying background reports or sensitive personal information to the District unless:

1. The District specifically requests the information;
2. Disclosure is legally permissible;
3. The disclosure is reasonably necessary for contract administration or investigation of an incident; and
4. The information is transmitted through a method approved by the District.

The Contractor shall bear all costs associated with personnel screening.

- d. **Identification.** Covered Personnel shall be readily identifiable while performing services under the resulting agreement.

At a minimum:

1. Each individual shall carry company-issued photo identification displaying the individual's name and the Contractor's or approved subcontractor's name;

2. Photo identification shall be displayed or presented upon request while the individual is at an assignment location;
3. Personnel shall wear a company uniform or other clean, professional, and visibly marked clothing identifying the Contractor or approved subcontractor;
4. Vehicles used at an assignment location shall be clearly identified with the Contractor's or approved subcontractor's business name or logo, unless the use of a rental or temporary vehicle has been disclosed to the District;
5. The on-site supervisor shall identify themselves to the property owner or occupant and, when reasonably practicable, identify the other personnel who will enter the property;
6. The Contractor shall provide the assigned EBMUD Claims Adjuster with the name and mobile telephone number of the on-site supervisor and, upon request, a roster of personnel assigned to the property; and
7. Covered Personnel shall not represent themselves as District employees, use the District's name or logo on identification or clothing, or imply that they have authority to accept, deny, negotiate, or settle a claim.

The District or property owner or occupant may deny access to any individual who cannot provide appropriate identification. The Contractor shall promptly provide qualified replacement personnel without delaying required emergency services.

e. Authorized Access and Conduct. Covered Personnel shall:

1. Enter only those areas reasonably necessary to perform authorized services;
2. Treat occupants and their property respectfully and professionally;
3. Protect the property against avoidable damage, theft, loss, and unauthorized access;
4. Refrain from opening or examining cabinets, drawers, containers, documents, electronic devices, or other personal property except when reasonably necessary to perform authorized services;
5. Refrain from using an occupant's property, telephone, computer, internet service, food, equipment, or other personal resources without express permission;
6. Comply with reasonable access, security, health, and safety instructions applicable to the property;
7. Refrain from smoking, vaping, using alcohol or unlawful drugs, or performing services while impaired;

8. Refrain from harassment, threatening conduct, solicitation, accepting gratuities, or other unprofessional behavior; and
 9. Promptly notify the on-site supervisor of any condition or interaction that may create a safety, security, privacy, property-damage, or customer-relations concern.
- f. Photography and Privacy. Photographs, videos, Matterport images, 360-degree images, and other recordings shall be limited to documentation reasonably necessary to:
1. Establish pre-existing and post-loss property conditions;
 2. Document the nature and extent of the reported damage;
 3. Support the authorized mitigation scope;
 4. Document moisture conditions, equipment placement, work performed, contents, material removal, disposal, and completion; or
 5. Satisfy another requirement of this RFP or a direction from the assigned EBMUD Claims Adjuster.

Covered Personnel shall, to the extent reasonably practicable:

1. Avoid photographing or recording occupants or other individuals;
2. Avoid capturing personal documents, financial information, medical information, computer screens, passwords, identification documents, family photographs, medications, or unrelated personal property;
3. Frame or redact images to exclude unrelated personal information;
4. Not photograph areas unrelated to the assignment;
5. Not use assignment photographs or recordings for advertising, training, social media, promotional materials, personal use, or any purpose unrelated to the District assignment;
6. Not transmit photographs or recordings through personal social-media accounts, unapproved messaging applications, or other unsecured means; and
7. Restrict access to photographs and recordings to personnel with a legitimate need to perform or administer the assignment.

If sensitive or unrelated personal information is inadvertently captured, the Contractor shall protect the information, limit its disclosure, and follow any direction from the assigned EBMUD Claims Adjuster regarding redaction, retention, or deletion.

- g. Incident Reporting. The Contractor shall immediately notify the assigned EBMUD Claims Adjuster, or EBMUD Risk Management if the assigned Claims Adjuster is unavailable, of any actual or alleged:
1. Theft, loss, disappearance, or unauthorized disposal of personal property;
 2. Damage caused by the Contractor or a subcontractor;
 3. Unauthorized entry or access;
 4. Employee or subcontractor misconduct;
 5. Harassment, threatening behavior, inappropriate communication, or other customer complaint;
 6. Injury to an occupant, member of the public, Contractor employee, or subcontractor employee;
 7. Vehicle accident or damage;
 8. Unauthorized photograph, recording, use, access, or disclosure of claim or personal information;
 9. Loss of a key, access card, access code, electronic device, photograph, video, inventory, or claim record;
 10. Contact with law enforcement, fire personnel, emergency medical personnel, or a regulatory agency relating to the assignment; or
 11. Other circumstance that could reasonably result in a claim, complaint, safety concern, privacy concern, or reputational harm to the District.

The Contractor shall provide an initial oral or electronic notification immediately after learning of the incident and a written incident report within twenty-four (24) hours, unless the District directs otherwise.

The written report shall include, to the extent known:

1. The EBMUD claim number and property address;
2. Date, time, and location of the incident;
3. Individuals involved and witnesses;
4. A factual description of what occurred;
5. Photographs or other supporting documentation;
6. Immediate corrective or protective actions taken;
7. Whether emergency services or law enforcement were contacted;
8. Whether any property or information was lost, damaged, accessed, or disclosed; and
9. Proposed follow-up and corrective action.

The Contractor shall preserve potentially relevant evidence and records, cooperate with any District investigation, and refrain from making an admission of District liability or promising payment or resolution to any person.

- h. Removal of Personnel. The District may require the Contractor to immediately remove any individual from a District assignment based on:

1. Failure to comply with identification or conduct requirements;
2. A reasonable safety, security, privacy, or customer-relations concern;
3. Alleged misconduct;
4. Lack of required qualifications or training; or
5. Conduct that may interfere with the proper performance of services.

The Contractor shall promptly provide appropriately qualified replacement personnel. Removal from a District assignment does not constitute a determination regarding the individual's employment status and does not relieve the Contractor of its responsibility to complete authorized services.

- i. Subcontractors and Temporary Personnel. The Contractor shall impose the requirements of this section on all subcontractors, temporary staffing providers, specialty contractors, pack-out vendors, storage providers, transportation providers, and other persons performing services on the Contractor's behalf.

The Contractor remains responsible for verifying compliance and for the conduct of all such personnel.

18. Hazardous and Regulated Materials

If the Contractor encounters suspected asbestos, lead, mold, sewage, chemical contamination, biological material, or another regulated hazard, it shall:

- a. Stop work in the affected area.
- b. Restrict access as appropriate.
- c. Avoid disturbing the suspected material.
- d. Immediately notify the assigned EBMUD Claims Adjuster.
- e. Document the condition.
- f. Await further authorization before proceeding.

19. Completion and Demobilization

Before final demobilization, the Contractor shall:

- a. Take final moisture readings.

- b. Document whether drying goals were achieved.
- c. Photograph final conditions.
- d. Remove Contractor equipment, waste, and temporary materials.
- e. Clean the immediate work area.
- f. Identify remaining damage or recommended permanent repairs.
- g. Notify the assigned EBMUD Claims Adjuster of unresolved conditions.

20. Final Project Documentation

The Contractor shall submit a complete final project file within seven calendar days after completion of services. The final project file shall include, as applicable:

- a. Dispatch and arrival records.
- b. Initial on-site assessment.
- c. Initial and final authorized scope.
- d. Written change authorizations.
- e. Pre-work, progress, and final photographs.
- f. Videos.
- g. Moisture maps and readings.
- h. Equipment logs.
- i. Progress summaries.
- j. Timesheets and labor records.
- k. Material and consumable records.
- l. Pack-out inventories.
- m. Non-salvageable property lists.
- n. Disposal receipts and manifests.
- o. Subcontractor documentation.
- p. Customer permissions or acknowledgments.
- q. Final estimate or invoice.
- r. A concise completion summary.

21. Licenses and Qualifications

The Contractor shall maintain all licenses, registrations, certifications, accreditations, permits, and training required to perform water restoration and mitigation services in California. Each responding crew shall have a qualified on-site supervisor. Water restoration and structural-drying work shall be supervised by personnel trained in water extraction, structural drying, moisture measurement, psychrometrics, equipment placement, and applicable safety requirements.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Contact	Kim Damico
RFP Submittal Electronic Mail	riskmgmt@ebmud.com
Due Date for Questions and Clarifications	10/14/2026, 4:00 PM (PDT)
Due Date for Response to Questions/Clarifications	10/16/2026, 4:00 PM (PDT)
RFP Submittal Due Date & Time	10/30/2026, no later than 4:00 PM (PDT)
Short-List Interviews	TBD

Note: All dates are subject to change by District.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

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

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

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any RFP response that is unrealistic in terms of technical commitments, emergency-response commitments, staffing capacity, service scope, documentation requirements, or cost will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements.

RFP responses will be evaluated and scored according to the Evaluation Criteria below. The scores for all Evaluation Criteria will be added to arrive at a total score for each RFP response. An RFP response with a higher total score will be ranked higher than one with a lower total score.

The Evaluation Criteria are as follows:

1. Minimum Submission Components — Pass/Fail

Proposals may be deemed non-responsive if they fail to include any documents listed in the Required Documentation and Submittals section. Proposals must confirm the Proposer's ability to provide 24-hour emergency response, arrive on site within one and a half hours of EBMUD's request, begin authorized mitigation within four hours, submit an initial written assessment within 12 hours, and submit a final estimate or invoice within seven calendar days after completion.

2. Functional Requirements

The Selection Committee will evaluate the extent to which the proposal demonstrates the Proposer's ability to meet or exceed the functional

requirements in this RFP, including water and wastewater extraction; sewage clean-up and remediation; contents manipulation, inventory, pack-out, storage, drying, treatment, and authorized disposal; upholstery, floor, carpet, and rug cleaning; structural drying and dehumidification; deodorization and odor removal; antimicrobial treatment; drying-equipment monitoring; and mold or microbial remediation when authorized. The proposal should demonstrate the Proposer's ability to limit work to emergency clean-up, mitigation, and dry-out unless additional work is specifically authorized by the assigned EBMUD Claims Adjuster.

3. Technical Requirements and Service Methodology

The Selection Committee will evaluate the quality, completeness, and practicality of the Proposer's technical approach, including its understanding of EBMUD's Water Restoration Services Protocol; approach to emergency dispatch, mobilization, and escalation; initial site assessment; safety evaluation; damage documentation; moisture mapping; drying goals; equipment placement and monitoring; identification of other affected properties; identification of affected walking paths, garages, driveways, French drains, perimeter drains, and related safety concerns; procedures for material removal, contents disposal, subcontractors, and specialty services; evidence preservation; customer communication; and confidentiality of claim-related documentation.

4. Emergency Response Capacity and Staffing

The Selection Committee will evaluate the Proposer's ability to provide reliable emergency-response services throughout the District's service area, including 24-hour availability, prompt acknowledgment of EBMUD's request, one-and-one-half-hour on-site response, commencement of authorized mitigation within four hours, location of offices and equipment, number and qualifications of available crews, availability of supervisors and dispatch staff, ability to respond to multiple simultaneous losses, surge capacity for large or regional events, backup staffing and equipment, and escalation procedures when required response times cannot be met.

5. Reporting, Documentation, and Administrative Capability

The Selection Committee will evaluate the Proposer's ability to provide timely, complete, organized, and claim-supportive documentation, including sample summaries, photographs, moisture logs, equipment logs, estimates, invoices, final project files, initial written assessments, progress summaries, material-removal documentation, contents inventories, non-salvageable item lists, disposal records, subcontractor documentation, and records tied to the assigned EBMUD claim number. The proposal should demonstrate the Proposer's ability to keep EBMUD adequately informed and route claim-related

questions, records requests, scope changes, and billing issues to the assigned EBMUD Claims Adjuster.

6. Costs and Billing Transparency

The Selection Committee will evaluate the competitiveness, clarity, completeness, and auditability of the pricing proposal, including use of current standard Xactimate pricing, agreed unit pricing, or other District-approved pricing; labor rates; equipment rates; materials, consumables, disposal, storage, and subcontractor markups; emergency, after-hours, weekend, holiday, mobilization, administrative, and minimum charges; willingness to provide rough order of magnitude estimates or not-to-exceed amounts; invoice-support procedures; and controls to avoid duplicate, excessive, unsupported, unauthorized, or non-mitigation charges.

7. References and Experience

The Selection Committee will evaluate the Proposer's years in business, experience with comparable emergency restoration, mitigation, and remediation services, number of comparable assignments performed, experience with public agencies, utilities, insurers, third-party administrators, commercial clients, residential claim-related assignments, multi-property losses, and occupied properties. Reference feedback may be considered regarding responsiveness, work quality, documentation, billing accuracy, professionalism, and dispute resolution.

8. Contract Equity Program

Proposer eligibility and compliance with the District's Contract Equity Program will be evaluated in accordance with the requirements set forth elsewhere in this RFP.

C. PRICING AND BILLING

PROPOSALS SHALL ADDRESS EACH ITEM LISTED BELOW. THE PROPOSER SHALL STATE EACH QUESTION OR REQUEST FOLLOWED BY ITS RESPONSE.

1. Pricing Basis

Estimates and invoices shall be based on current standard Xactimate pricing applicable to the project location unless another pricing method is discussed with and approved in advance by the assigned EBMUD Claims Adjuster. Pricing shall be presented using unit costs whenever reasonably available.

For each assignment, the applicable Xactimate price list shall be the price list for the project location in effect on the date services commence, unless the assigned EBMUD Claims Adjuster approves another price list in writing. The discount or

markup stated in the Proposal Form shall apply consistently to the applicable price list throughout the assignment.

Where an applicable Xactimate line item is used, the Contractor shall not separately bill labor, equipment, materials, supervision, overhead, profit, mobilization, or another component already included in that line item. Separately stated rates may be used only for work not reasonably captured by an applicable Xactimate line item or when expressly authorized by the assigned EBMUD Claims Adjuster. Duplicate charges are prohibited.

2. Initial Cost Estimate

The initial assessment submitted within 12 hours shall include either:

- a. A rough order of magnitude estimate; or
- b. A proposed not-to-exceed amount.

3. Final Estimate or Invoice

The Contractor shall submit its final estimate or itemized invoice within seven calendar days after completion of services.

4. Required Invoice Information

Each invoice shall include:

- a. EBMUD claim number.
- b. Property address.
- c. Dates of service.
- d. Description of authorized work performed.
- e. Labor by date, employee or classification, hours, and rate.
- f. Equipment by type, quantity, location, dates used, and unit rate.
- g. Materials and consumables by quantity and unit cost.
- h. Applicable Xactimate codes or unit-price references.
- i. Subcontractor costs and supporting invoices.
- j. Separately identified and approved markups.
- k. Disposal costs and supporting receipts.
- l. Pack-out or storage charges, when authorized.
- m. Credits and adjustments.
- n. Applicable taxes.
- o. Total amount billed.

5. Supporting Documentation

Invoices shall be supported by:

- a. Timesheets.
- b. Equipment logs.

- c. Moisture readings and moisture maps.
- d. Progress summaries.
- e. Photographs.
- f. Material-usage documentation.
- g. Subcontractor invoices.
- h. Disposal receipts or manifests.
- i. Written scope and cost authorizations.

6. Prohibited or Unapproved Charges

The Contractor shall not bill EBMUD for:

- a. Equipment that was not installed, operating, or technically necessary.
- b. Duplicate or excessive equipment.
- c. Labor not actually performed.
- d. Structural rebuilding or permanent repairs.
- e. Work outside the authorized scope.
- f. Unsupported lump-sum charges.
- g. Unapproved administrative, referral, dispatch, financing, processing, or claim-handling fees.
- h. Undisclosed subcontractor markups.
- i. Additional mobilization caused by malfunctioning or improperly maintained Contractor equipment.

7. Invoice Submission

All estimates, invoices, and supporting documents shall be submitted to:
Riskmgmt@ebmud.com

8. Confidentiality of Claim Documentation

Unless otherwise authorized in writing by the assigned EBMUD Claims Adjuster, estimates, invoices, photographs, videos, summaries, moisture readings, and related claim documentation shall not be provided to persons outside EBMUD Risk Management. Requests from property owners, occupants, insurers, attorneys, or other parties for these materials shall be referred to the assigned EBMUD Claims Adjuster.

9. District Review

EBMUD reserves the right to review and audit all estimates, invoices, and supporting documentation before payment. EBMUD may question, adjust, or reject any charge that is inaccurate, unsupported, duplicative, unreasonable, outside the authorized scope, inconsistent with approved pricing, or inadequately documented. The District will pay the undisputed portion of a properly submitted and adequately documented invoice in accordance with the payment terms of the resulting agreement.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a General Services Agreement, including final scope, pricing, service levels, and related terms, will be scheduled shortly after the Notice of Intent to Award. If an agreement cannot be achieved, the District may proceed to negotiate with the next highest-ranked Proposer or Proposers.

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

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

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

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

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

E. WARRANTY

1. The successful Proposer ("Contractor") warrants that all services will be performed by properly trained and qualified personnel in a timely, professional, and workmanlike manner and in accordance with the authorized scope, this RFP, the resulting agreement, applicable laws and regulations, Cal/OSHA requirements, applicable ANSI/IICRC standards, manufacturer instructions, and generally accepted restoration-industry practices. All materials and products furnished shall be suitable for their intended use and applied in accordance with manufacturer instructions unless otherwise approved in writing by the assigned EBMUD Claims Adjuster.
2. The Contractor warrants that all moisture readings, moisture maps, equipment logs, photographs, videos, inventories, estimates, invoices, disposal records, progress summaries, and other project documentation will be accurate, complete, and consistent with the services actually performed and the labor, materials, and equipment actually used.
3. For twelve (12) months following completion of each assignment, upon written notice from the District and after a reasonable opportunity to inspect the reported condition, the Contractor shall promptly correct or reperform, at no additional cost to the District, authorized work that fails to conform to these warranty requirements because of defective workmanship or materials furnished by the Contractor. If immediate corrective action is reasonably necessary to protect health, safety, or property, or if the Contractor fails to respond within the time directed by the District, the District may undertake or arrange such corrective action and recover its reasonable costs from the Contractor. This warranty shall survive inspection, acceptance, payment, and expiration or termination of the resulting agreement.

4. This warranty does not apply to damage, moisture, microbial growth, or other conditions caused by a new, recurring, or continuing source of water or contamination; concealed or pre-existing conditions not caused by the Contractor; failure to complete recommended permanent repairs; acts or omissions of the property owner, occupant, or another contractor; or work outside the District-authorized scope, provided the Contractor timely documented the condition and notified the assigned EBMUD Claims Adjuster. This warranty does not guarantee that all affected materials or contents can be successfully dried, cleaned, or restored, or that microbial growth will not recur when a moisture or contamination source remains. Nothing in this paragraph relieves the Contractor of its duty to protect the property, mitigate additional damage, and promptly report changed or unsafe conditions.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

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

PRE AND POST AWARD:

Attn: Kim Damico

EBMUD Risk Management Division

E-Mail: riskmgmt@ebmud.com

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Proposals shall be submitted electronically by email to riskmgmt@ebmud.com in PDF format before the response due date and time. The District's email system limits attachment size; each email must be less than 25 megabytes. If the proposal exceeds that limit, the Proposer shall send it in clearly labeled sequential emails. Proposers are solely responsible for ensuring timely delivery. The District is not responsible for file-transfer or email-delivery issues. Proposers may call (510) 287-0413 to confirm receipt.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.

3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text of Exhibits A, B, C, or D, or otherwise qualify their RFP responses. Proposers shall not submit a retyped or otherwise recreated version of any District-provided form or document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

Emergency Restoration, Mitigation and Remediation Services

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

From: _____

(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Company

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Mobile Number: _____

E-mail Address: _____

Street Address Line 1: _____

District: _____ State: _____ Zip Code: _____

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

☐ YES ☐ NO

If so, please list :

PROPOSER EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Pricing shall be submitted on this Proposal Form. The Proposer shall complete all applicable fields. If a charge is included in another rate, state "Included." If a charge does not apply, state "N/A." Attach additional rate sheets only when necessary to identify rates not listed below.

Estimates and invoices shall be based on current standard Xactimate pricing applicable to the project location unless another pricing method is discussed with and approved in advance by the assigned EBMUD Claims Adjuster. Except for a markup expressly disclosed on this Proposal Form and approved by the District, all proposed rates shall include supervision, overhead, profit, routine administration, and ordinary local travel. The Contractor shall not apply overlapping or duplicative overhead, profit, or markup to the same cost.

For each assignment, the applicable Xactimate price list shall be the price list for the project location in effect on the date services commence, unless the assigned EBMUD Claims Adjuster approves another price list in writing. The discount or markup stated in the Proposal Form shall apply consistently to the applicable price list throughout the assignment.

No alterations or changes to this Proposal Form are permitted other than completion of the fields provided. The quantities and frequency of services are not guaranteed. No fee, surcharge, markup, minimum charge, or other amount not disclosed on this form or an attached rate schedule may be billed without prior written approval from the assigned EBMUD Claims Adjuster. Sales Tax or Use Tax, where applicable, shall be separately stated.

XACTIMATE PRICING BASIS

Price list / geographic region: _____ Version or effective date: _____

Adjustment to standard Xactimate pricing: _____% discount / _____% markup

Description	Unit	Standard / Regular Rate	After-Hours / Weekend Rate	Holiday Rate
LABOR RATES				
Project Manager / Estimator	Hour	\$_____	\$_____	\$_____
On-Site Supervisor	Hour	\$_____	\$_____	\$_____
Water Restoration Technician	Hour	\$_____	\$_____	\$_____
Contents / Pack-Out Technician	Hour	\$_____	\$_____	\$_____
General Laborer	Hour	\$_____	\$_____	\$_____
Other Labor Classification (specify): _____	Hour	\$_____	\$_____	\$_____

Description	Unit	Standard / Regular Rate	After-Hours / Weekend Rate	Holiday Rate
EQUIPMENT RATES				
Air Mover	Unit / Day	\$_____	N/A	N/A
LGR Dehumidifier	Unit / Day	\$_____	N/A	N/A
HEPA Air Scrubber / Negative Air Machine	Unit / Day	\$_____	N/A	N/A
Water Extractor / Pump	Unit / Day	\$_____	N/A	N/A
Generator / Temporary Power	Unit / Day	\$_____	N/A	N/A
Other Equipment (specify): _____	Unit / Day	\$_____	N/A	N/A
MARKUPS AND OTHER CHARGES				
Materials and Consumables Markup	Percent	_____%	N/A	N/A
Approved Subcontractor / Specialty Service Markup	Percent	_____%	N/A	N/A
Contents Storage	Specify Unit	\$_____	N/A	N/A
Disposal / Hauling	Specify Unit	\$_____	N/A	N/A
Emergency Dispatch / Mobilization Charge *	Per Response	\$_____	\$_____	\$_____
Minimum Service Charge *	Per Assignment	\$_____	\$_____	\$_____
Mileage / Travel Outside Local Service Area	Per Mile	\$_____	N/A	N/A
Maximum Annual Rate Adjustment After Contract Year 1 **	Percent	_____%	N/A	N/A
Other Charge (specify): _____	Specify Unit	\$_____	\$_____	\$_____
Attach any additional rate schedule necessary to disclose other labor classifications, equipment, storage, disposal, specialty services, or charges. All additional rates and charges are subject to the same disclosure and prior-authorization requirements stated in the RFP.				

Description	Unit	Standard / Regular Rate	After-Hours / Weekend Rate	Holiday Rate
Concurrent Charges: Identify all circumstances under which mobilization, minimum-service, hourly labor, equipment, after-hours, weekend, or holiday charges may apply to the same assignment:				

** The Proposer shall explain whether the Emergency Dispatch/Mobilization Charge, Minimum Service Charge, and hourly labor rates may apply concurrently. Unless expressly disclosed and accepted by the District, a Minimum Service Charge shall not be added when the invoiced labor, equipment, and mobilization charges already exceed the stated minimum.*

*** Any proposed annual rate adjustment is a maximum and is not automatic. An adjustment shall apply prospectively only after written approval by the District.*

Where an applicable Xactimate line item is used, the Contractor shall not separately bill labor, equipment, materials, supervision, overhead, profit, mobilization, or another component already included in that line item. Separately stated rates may be used only for work not reasonably captured by an applicable Xactimate line item or when expressly authorized by the assigned EBMUD Claims Adjuster. Duplicate charges are prohibited.

PRICING CERTIFICATION

The undersigned certifies that the pricing and disclosures provided on this Proposal Form and any attached rate schedule are complete and accurate; include all applicable fees, charges, surcharges, markups, minimums, and reimbursable costs; and will remain valid for the proposal-acceptance period stated in the RFP. If selected, the Proposer agrees that no undisclosed or unauthorized charge will be billed to the District.

Proposer Name: _____ Authorized Signature: _____

Printed Name and Title: _____ Date: _____



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Table of Contents:** Provide a Table of Contents that identifies each required proposal section and its corresponding page number.
2. **Letter of Transmittal:** The proposal shall include a Letter of Transmittal signed by an individual authorized to bind the Proposer. The letter shall include:
 - (a) The Proposer's full legal name and principal business address;
 - (b) The name, title, telephone number, and email address of the primary contact for the proposal;
 - (c) A statement confirming the Proposer's interest in and commitment to providing the requested services;
 - (d) Confirmation that the Proposer can satisfy the emergency-response and service requirements described in this RFP; and
 - (e) A concise executive summary describing the Proposer's qualifications, proposed approach, principal advantages, and anticipated benefits to the District.

The Letter of Transmittal and Executive Summary shall not exceed three (3) pages.

3. **Minimum Qualifications, Licenses, Certifications, and Accreditations:** The proposal shall demonstrate that the Proposer satisfies the minimum qualifications stated in this RFP. At a minimum, the Proposer shall provide:
 - (a) The date the firm was established and the number of years it has provided emergency restoration, mitigation, and remediation services;
 - (b) A description of the firm's experience providing water and wastewater extraction, structural drying, contents handling, microbial remediation, and related emergency services;
 - (c) Copies or a summary of all current business licenses, permits, registrations, certifications, and accreditations applicable to the services proposed;
 - (d) Identification of applicable ANSI/IICRC certifications or equivalent qualifications held by the firm and proposed personnel, including certifications relating to water

restoration, structural drying, moisture measurement, contents restoration, and microbial remediation, as applicable;

- (e) Identification of any services that will require a licensed specialty contractor, environmental professional, industrial hygienist, laboratory, or other specialty provider;
- (f) The Proposer's Department of Industrial Relations registration number, if applicable to the services proposed; and
- (g) Confirmation that all required licenses, permits, certifications, accreditations, and registrations will be maintained throughout the term of any resulting agreement.
- (h) The Proposer shall clearly identify any qualification or service requirement that will be satisfied through a proposed subcontractor or specialty service provider.

4. **Key Personnel:** The RFP response shall include a complete list of key personnel associated with the proposed services. The list shall identify personnel responsible for emergency dispatch, project management, on-site supervision, water extraction and structural drying, contents handling, mold or microbial remediation, documentation, estimating, invoicing, and customer coordination, as applicable. For each person, include the following:

- (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
- (b) The role that the person will play in connection with the RFP;
- (c) The person's telephone number, fax number, and e-mail address;
- (d) The person's educational background; and
- (e) The person's relevant experience, certifications, and/or qualifications;
- (f) The name and qualifications of any designated backup.

The proposal shall include an organizational chart showing lines of responsibility, communication, supervision, and escalation. The Proposer shall also identify primary and secondary 24-hour emergency contacts.

5. **Emergency Response, Dispatch, and Mobilization Plan:** The proposal shall include a detailed plan describing how the Proposer will receive, dispatch, staff, mobilize, and manage emergency assignments at all times, including nights, weekends, and holidays. At a minimum the plan shall address:

- (a) The Proposer's 24-hour dispatch and call-intake procedures;
- (b) The location and staffing of the dispatch function;
- (c) After-hours, weekend, and holiday staffing;

- (d) Communication and escalation procedures when a response deadline cannot be met;
- (e) Procedures for responding to multiple simultaneous losses;
- (f) Backup staffing, equipment, facilities, and service providers;
- (g) Procedures for responding during a large loss, regional emergency, widespread flooding event, or other surge-capacity event.

The Proposer may include a dispatch flowchart or similar visual description of its emergency-response process.

6. **Technical Approach and Service Methodology:** The proposal shall describe the Proposer's technical approach to performing the Functional Requirements and Technical Requirements stated in this RFP.
7. **Staffing, Equipment, Geographic Coverage, and Surge Capacity:** The proposal shall describe the Proposer's ability to provide timely and reliable services throughout the District's service area.
8. **Safety, Regulated Materials, and Subcontractor Management:** The proposal shall describe the Proposer's safety program and its procedures for identifying, controlling, and reporting hazards encountered during emergency restoration and remediation assignments.
9. **Personnel Screening, Identification, and Conduct:** Describe the Proposer's policies and procedures for screening, identifying, supervising, and monitoring employees, temporary workers, and subcontractor personnel who may enter occupied properties, handle personal property, or access non-public claim information. The response shall address background-screening practices, company identification, uniforms, vehicle identification, privacy and photography controls, customer-conduct standards, incident reporting, personnel-removal procedures, and application of these requirements to subcontractors.
10. **Reporting, Documentation, and Quality-Control Procedures:** The proposal shall describe how the Proposer will prepare, review, organize, safeguard, and submit assignment-related records. The Proposer shall identify the individuals responsible for reviewing and approving reports, estimates, invoices, and final project documentation before submission to the District.
11. **Sample Documentation, including a sample initial assessment, progress report, moisture log, equipment log, estimate, invoice, contents inventory, and final project file:** Provide representative, redacted samples or blank templates demonstrating the form and quality of the documentation the Proposer would provide to the District.

All personally identifiable, confidential, privileged, or proprietary client information shall be removed from the samples. Composite samples or blank forms may be submitted when necessary to protect client confidentiality.

12. **Completed Proposal Form and Supplemental Rate Schedules:** The Proposer shall submit a complete and signed Proposal Form. All fields shall be completed by stating the applicable rate, percentage, charge, “Included,” or “N/A.”

Supplemental rate schedules may be submitted only when necessary to identify classifications, equipment, services, or charges not included on the Proposal Form. Each supplemental schedule shall be clearly labeled and cross-referenced to the Proposal Form.

No undisclosed rate, charge, surcharge, markup, fee, or expense will be payable by the District.

13. **Contents Handling, Storage, and Chain of Custody:** Proposer shall describe its procedures for the removal, transport, storage, tracking, access, and return of contents removed from a loss site. At a minimum, the response shall address:

- (a) Procedures for obtaining written approval of storage duration, location, and applicable pricing before placing contents into off-site storage;
- (b) Methods used to inventory and photograph contents before removal from the site;
- (c) Procedures for documenting transfers of custody from removal through final return or release;
- (d) Security measures and environmental protections provided at storage facilities to ensure that stored property is appropriately protected;
- (e) Procedures for controlling and documenting access to stored contents, including identification of persons authorized to access the property;
- (f) Procedures for immediately reporting any loss, theft, damage, suspected tampering, or unauthorized access involving stored contents;
- (g) Controls to ensure contents are not transferred or relocated to another storage facility without prior authorization; and
- (h) Procedures for releasing or returning contents only as directed or authorized by EBMUD and the property owner.

Proposer shall identify any electronic inventory, barcode, photographic documentation, or other tracking system used to maintain chain of custody and shall provide a sample inventory, chain-of-custody record, or comparable documentation, if available.

14. **References:** Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

The review team may conduct a background and reference review of each respondent. Provide the following information for five (5) current or recent comparable emergency restoration, mitigation, or remediation assignments performed by the Proposer or proposed team:

- (a) Location of the Project
- (b) Name, title, and contact information for the client.
- (c) Approximate project value or amount invoiced
- (d) Date services were completed

15. **Exceptions, Clarifications, Amendments:**

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

16. **Contract Equity Program:**

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



REFERENCES

RFP for Emergency Restoration, Mitigation and Remediation Services

Proposer Name: _____

Proposer must provide a minimum of 5 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
RFP For – Risk Management Emergency Restoration, Mitigation and Remediation Services
Proposer Name:_____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

All Contractors shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

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

The CEP guidelines and forms can be downloaded from the District website at the following link:
<https://www.ebmud.com/business-center/contract-equity-program>

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



EXHIBIT B INSURANCE REQUIREMENTS

PROPOSER NAME: _____

INDEMNIFICATION REQUIREMENTS

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

INSURANCE REQUIREMENTS

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

Upon contract award, CONTRACTOR shall take out and maintain during the life of the Agreement all insurance required and CONTRACTOR 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.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B ("Insurance Requirements") to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker's agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR's risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.

- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.

- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own

acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies.

CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that

CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

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

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

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

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

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

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

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
 - Bodily Injury and Property Damage: \$2,000,000 per occurrence & aggregate
 - Personal Injury/Advertising Injury: \$2,000,000 per occurrence & aggregate
 - Products/Completed Operations: \$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.
- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that
- M. CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

III. Business Auto Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums

required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

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

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

- D. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles (“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).
- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR’s Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR’s and/or contractor’s/subcontractor’s performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR’s Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

Verification of Business Auto Liability Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

Required only when the Contractor or a Subcontractor provides environmental assessment, industrial hygiene, mold assessment, testing, clearance, or similar professional services.

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

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

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

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

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

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

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

V. Pollution Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:
Each Claim or Occurrence Limit: \$2,000,000
Aggregate Limit: \$2,000,000

- D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.
- E. If Coverage is written on a claims-made form, the following shall apply:
1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.
- F. Insurance written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR under this Agreement.

Verification of Pollution 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 Pollution 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. Bailee's Customer Coverage/Inland Marine Property Coverage

- A. The Contractor shall procure and maintain, at its own expense, Bailee's Customer Coverage/Inland Marine Property Coverage or equivalent coverage for direct physical loss of or damage to personal property, contents, and other property of others while in CONTRACTOR's care, custody, or control, including during handling, loading, unloading, transportation, cleaning, restoration, temporary storage, and off-site storage. The policy shall:
1. Remain in force for the duration of any period in which District-owned property is in Contractor's care, custody, or control;
 2. Name the District as Loss Payee with respect to District-owned property;
 3. Include a waiver of subrogation in favor of the District.
- B. If such coverage is provided under the Contractor's general property policy or another inland marine/property policy, documentation confirming Bailee's Customer Coverage or equivalent coverage for District property in the Contractor's care, custody, or control and compliance with the above conditions must be submitted before District property is released to, handled by, or placed in the Contractor's care, custody, or control.

Verification of Bailee's Customer Coverage/Inland Marine Property 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 Bailee's Customer Coverage/Inland Marine Property Coverage as required by this Agreement, including coverage for District's property while in Contractor's care, custody, or control, and 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: _____

VII. 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.
- E. 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.
- F. There will be no exclusion for explosions, collapse, or underground damage (XCU).
- G. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from 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. 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.
- J. 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.

- K. 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.
- L. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

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

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

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

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

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



EXHIBIT C

EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

COMPLETION OF THIS FORM IS REQUIRED FOR ALL BIDS AND PROPOSALS.
AN IMPROPER OR INCOMPLETE FORM MAY RESULT IN REJECTION OF YOUR BID OR PROPOSAL OR
TERMINATION OF YOUR CONTRACT

The East Bay Municipal Utility District **REQUIRES** the completion of this form when submitting any formal bid in response to a Notice to Contractors (NTC), Request for Statement of Qualifications (RSOQ), Request for Quotation (RFQ), or Request for Proposal (RFP) for materials, equipment, construction or professional or general services. Bidder/Proposer who fails to complete all applicable sections of this form may be denied contracts with the District.

Note: If you have difficulty completing this form or need clarification of the instructions, contact the Contract Equity Office at 510-287-0114.

SECTION A

FIRM NAME	☐ PRIME ☐ SUBCONTRACTORS/TRUCKERS/ SUPPLIERS Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.		
PARENT COMPANY			
STREET ADDRESS (City, State, ZIP)			
MAILING ADDRESS (City, State, ZIP)			
PHONE NO.	FAX NO.	WEBSITE	E-MAIL

A1. TYPE OF ORGANIZATION

☐ INDIVIDUAL	NAME OF OWNER:		
☐ NONPROFIT CORP.	☐ PUBLICLY HELD CORP.	STATE OF INCORPORATION:	
☐ PRIVATE CORP.	☐ FOREIGN-OWNED		

Name(s), title, family relationship(s) and percentage of stock ownership for all shareholders who own 25% or more of stock in the corporation.

NAME	TITLE	FAMILY RELATIONSHIP	PERCENTAGE
			%
			%
			%

☐ JOINT VENTURE

List of Participants – Indicate percentage of work to be realized by each.

	%
	%

☐ PARTNERSHIP

Names of Partners – Indicate whether (G) General or (L) Limited.

A2. COMPOSITION OF OWNERSHIP

Indicate the percent of ethnic and gender ownership below

	Non-Hispanic Origin		Hispanic/ Latin American	Asian			Native American	Other	Refuse to State*
	White/ Caucasian	Black/ African American		Asian American	Asian-Pacific Islander American	Asian- Indian American		Indicate	
MALE									
FEMALE									
TOTAL									

* Firms that refuse to state will be classified as "Other".

SECTION B

B1. EMPLOYMENT DATA

Indicate below the number of employees in each occupational category for each of the ethnic groups listed for your firm's permanent workforce. (Report employees in only one category. Permanent workforce is defined as full- and part-time employees with 6 months or more of continuous service.) You may attach your EEO1 report in lieu of completing the form below. Please provide both your firm's consolidated and individual establishment EEO1 reports.

RACE/ETHNICITY (number of employees)													
Hispanic or Latino		Not Hispanic or Latino											
		Male						Female					
Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
A	B	C	D	E	F	G	H	I	J	K	L	M	N
JOB CATEGORIES													Total A-N
Executive/Senior Level Officials & Managers													
First/Mid-Level Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Administrative Support Workers													
Craft Workers													
Laborers & Helpers													
Service Workers													
Firm's Total													
Bay Area* Total													

* Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Solano, Sonoma, and Santa Clara Counties

B1a. Identify the metropolitan statistical area (MSA) from which your firm's total permanent workforce is drawn. (See page 5)

B1c. Name of person responsible for affirmative action and compliance with equal employment opportunity laws in your firm:

B1b. If your firms total permanent workforce is located in one county or parish, please identify:

PRINT NAME

TITLE

TELEPHONE NUMBER

SECTION C

CERTIFICATION OF FIRM'S OWNERSHIP AND COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS REGARDING EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REPORTING AND COMPLIANCE PROGRAMS INCLUDING HAVING A DISTRICT APPROVED PROCESS FOR RESPONDING TO COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

The undersigned has been (is) authorized to execute this certificate on behalf of _____
NAME OF FIRM _____ and

swears under penalty of perjury that the foregoing statements are true and correct and that they include all material information necessary to identify and explain the operations of this firm as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or were awarded and for initiating actions under Federal or State laws concerning false statements. The District reserves the right to request support documentation, such as tax records, articles of incorporation and board minutes to verify composition of ownership.

The undersigned does further certify that the firm named above complies with the following non-discrimination clauses:

There shall be no discrimination against any person, or groups of persons, per Government Code Section 12940, Labor Code Section 1735, or any other applicable law or regulation in the performance of this contract.

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

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

The Contractor shall include the nondiscrimination and compliance provisions of these clauses in all subcontracts

EXECUTED IN _____

CITY, COUNTY, STATE

ON _____

DATE

BY _____

PRINT NAME

TITLE

SIGNATURE

PHONE NUMBER

Instructions to Determine Your Statistical Areas (SA): If you operate a business solely or predominantly within one of the SA's listed below, use that location. If you have multiple facilities within a single state, use a State SA. If you have multiple facilities throughout the United States, use Total United States percentage. If you have any questions, call 510-287-0114.

CA STATISTICAL AREAS	WM%	WW%	EM%	CA STATISTICAL AREAS	WM%	WW%	EM%
BAKERSFIELD	29.7%	24.6%	45.7%	SAN JOSE	26.9%	21.0%	52.1%
FRESNO	25.1%	21.6%	53.3%	SAN LUIS OBISPO-ATASCADERO-PASA ROBLES	42.3%	36.6%	21.1%
LOS ANGELES-LONG BEACH	20.2%	16.4%	63.5%	SANTA BARBARA-SANTA MARIA-LOMPOC	31.8%	28.6%	39.6%
MERCED	24.9%	21.1%	54.0%	SANTA CRUZ-WATSONVILLE	37.5%	32.1%	30.4%
MODESTO	33.0%	28.4%	38.6%	SANTA ROSA	39.8%	36.9%	23.4%
OAKLAND	28.0%	24.2%	47.8%	STOCKTON-LODI	28.1%	24.5%	47.4%
REDDING	46.6%	41.5%	11.9%	VALLEJO-FAIRFIELD-NAPA	30.2%	26.8%	42.9%
RIVERSIDE-SAN BERNADINO	28.2%	23.4%	48.3%	VENTURA	33.3%	27.6%	39.1%
SACRAMENTO	36.1%	32.3%	31.6%	YUBA CITY	34.9%	31.0%	34.1%
SAN DIEGO	32.4%	27.5%	40.2%				
SAN FRANCISCO	30.8%	25.1%	44.0%				

CA COUNTIES	WM%	WW%	EM%	CA COUNTIES	WM%	WW%	EM%
9 BAY AREA COUNTIES*	32.3%	27.8%	39.9%	SAN BERNARDINO	26.5%	22.3%	51.1%
ALAMEDA/CONTRA COSTA	28.9%	24.9%	46.2%	SAN DIEGO	32.4%	27.5%	40.2%
ALAMEDA	24.5%	21.6%	53.9%	SAN FRANCISCO	29.2%	22.5%	48.3%
CONTRA COSTA	33.3%	28.2%	38.5%	SAN JOAQUIN	28.1%	24.5%	47.4%
EL DORADO	46.7%	39.4%	13.9%	SAN LUIS OBISBO	42.3%	36.6%	21.1%
FRESNO	24.7%	21.4%	54.0%	SAN MATEO	28.6%	23.6%	47.9%
LOS ANGELES	20.2%	16.4%	63.5%	SANTA CLARA	26.9%	21.0%	52.1%
MARIN	42.8%	38.4%	18.8%	SANTA CRUZ	37.5%	32.1%	30.4%
MENDOCINO	40.4%	37.0%	22.6%	SHASTA	46.6%	41.5%	11.9%
MERCED	24.9%	21.1%	54.0%	SOLANO	27.8%	24.6%	47.6%
MONTEREY	23.8%	21.3%	54.9%	SONOMA	39.8%	36.9%	23.4%
NAPA	37.6%	33.6%	28.8%	STANISLAUS	33.0%	28.4%	28.6%
ORANGE	30.9%	25.5%	43.6%	YOLO	31.7%	29.8%	38.5%
RIVERSIDE	30.1%	24.7%	45.3%	YUBA	36.7%	34.0%	29.4%
SACRAMENTO	32.7%	30.0%	37.3%				

*ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO, SOLANO, SONOMA, AND SANTA CLARA

STATES	WM%	WW%	EM%	STATES	WM%	WW%	EM%
ALABAMA	40.8%	33.2%	26.0%	MONTANA	49.1%	42.5%	8.4%
ALASKA	40.2%	33.1%	26.7%	NEBRASKA	47.1%	42.7%	10.2%
ARIZONA	37.0%	31.7%	31.3%	NEVADA	37.8%	31.3%	30.9%
ARKANSAS	44.0%	37.5%	18.5%	NEW HAMPSHIRE	50.6%	45.0%	4.4%
CALIFORNIA	28.0%	23.6%	48.4%	NEW JERSEY	36.7%	31.5%	31.7%
COLORADO	42.2%	36.2%	21.6%	NEW MEXICO	26.6%	23.1%	50.3%
CONNECTICUT	42.4%	37.8%	19.8%	NEW YORK	35.0%	30.9%	34.1%
DELEWARE	39.3%	35.5%	25.3%	NORTH CAROLINA	39.1%	34.0%	26.9%
DISTRICT OF COLUMBIA	19.2%	18.0%	62.8%	NORTH DAKOTA	49.6%	44.4%	6.0%
FLORIDA	35.7%	30.9%	33.4%	OHIO	46.1%	40.2%	13.7%
GEORGIA	35.9%	30.0%	34.2%	OKLAHOMA	41.7%	35.4%	22.9%
HAWAII	13.1%	11.1%	75.8%	OREGON	45.5%	39.5%	15.0%
IDAHO	48.6%	40.8%	10.5%	PENNSYLVANIA	46.4%	40.2%	13.4%
ILLINOIS	38.6%	33.6%	27.8%	RHODE ISLAND	44.1%	41.4%	14.5%
INDIANA	47.1%	40.6%	12.3%	SOUTH CAROLINA	37.6%	32.4%	30.0%
IOWA	49.2%	44.8%	6.0%	SOUTH DAKOTA	48.0%	43.6%	8.4%
KANSAS	45.6%	40.1%	14.3%	TENNESSEE	44.1%	37.1%	18.8%
KENTUCKY	48.4%	41.9%	9.7%	TEXAS	31.5%	26.1%	42.4%
LOUISIANA	37.3%	30.0%	32.7%	UTAH	47.7%	39.1%	13.2%
MAINE	50.6%	46.5%	2.9%	VERMONT	50.4%	46.3%	3.3%
MARYLAND	34.0%	30.2%	35.8%	VIRGINIA	38.6%	34.0%	27.3%
MASSACHUSETTS	44.0%	40.6%	15.3%	WASHINGTON	43.6%	37.6%	18.8%
MICHIGAN	44.1%	37.5%	18.4%	WEST VIRGINIA	51.9%	43.3%	4.9%
MINNESOTA	47.6%	43.1%	9.3%	WISCONSIN	47.5%	42.8%	9.6%
MISSISSIPPI	36.1%	29.6%	34.3%	WYOMING	49.0%	41.4%	9.6%
MISSOURI	45.6%	40.3%	14.1%				

TOTAL USA 39.0% 33.7% 27.2%

WM = White Men, **WW** = White Women, **EM** = Ethnic Minority.

Figures compiled from the 2010 Census of Population, U.S. Department of Commerce, Bureau of the Census.