

REQUEST FOR PROPOSAL (RFP)

for PES734-22-01 Operations and Maintenance Electrical Engineering and Related Services

ADDENDA

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

CONTACT

Brandon Van Loon, Associate Electrical Engineer
(510) 287-1284
brandon.vanloon@ebmud.com

RESPONSE DUE

October 15, 2021
12:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Brandon Van Loon, EBMUD
brandon.vanloon@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP
for

PES734-22-01 Operations and Maintenance Electrical Engineering and Related Services

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EXHIBIT A - RFP RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D - IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E - PROJECT SAFETY REQUIREMENTS: COVID-19 VACCINATION AND TESTING

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe electrical engineering analysis, design, and related services on an as needed basis.

East Bay Municipal Utility District (District) intends to award a two-year contract to the Proposer(s) who best meets the District's requirements.

This contract shall be for services not to exceed \$400,000. Award of this contract neither guarantees all or a portion of the contract amount, nor does it guarantee that the projected annual contract amount will be fully expended.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing electrical engineering analysis, design, and related services for at least five (5) years.
- b. All Consultant staff that will be providing electrical engineering analysis and design services under this Contract shall have the following educational background, professional registration, licensing, training, and technical skills:
 - (1) Educational Background, Experience, Professional Registration, and Licensing:
 - (a) A Bachelor's degree in electrical engineering from an ABET-accredited institution.
 - (b) Five years of experience performing arc flash hazard assessments per NFPA 70E and IEEE 1584.
 - (c) Five years of experience supporting construction and commissioning of electrical power system equipment.
 - (d) Valid California registration as a Professional Electrical Engineer.
 - (2) Training:
 - (a) ANSI/ASSE Z244.1 –Control of Hazardous Energy - Lockout/Tagout And Alternative Methods

- (b) Cal OSHA Low Voltage and High Voltage Electrical Safety Orders
 - (c) IEEE-1584 – IEEE Guide for Performing Arc-Flash Hazard Calculations
 - (d) National Fire Protection Association (NFPA) 70, 70B, and 70E requirements
- (3) Technical Skills:
 - (a) Ability to write concise, accurate, grammatically correct business correspondence in the English language.
 - (b) Fluency in the use of SKM PowerTools software, including DAPPER, TMS A_FAULT, CAPTOR, HiWAVE, Equipment Evaluation, Unbalanced/ Single Phase and Arc Flash Evaluation study modules.
 - (c) Subject Matter Expert level experience with low-, and medium-voltage systems, including power system protection using SEL products, medium and low voltage motor control, and synchronous machines.
 - (d) Demonstratable experience with writing commissioning and testing plans for testing and commissioning medium voltage equipment including hydro-electric generators, and/or co-generation
- c. In addition to the requirements stated above, the Consultant Project Manager / Project Lead shall have five (5) years of electrical power engineering experience after obtaining their Bachelor's degree.
 - (1) An advanced degree in an accredited electrical engineering curriculum may be substituted for one (1) year of the required experience.
- d. All Consultant or subcontract staff that will be providing civil / structural engineering analysis and design services under this Contract shall have the following educational background, professional registration, licensing, and technical skills:
 - (1) Educational Background, Experience, Professional Registration, and Licensing:
 - (a) A Bachelor's degree in civil engineering from an ABET-accredited institution.

- (b) Five years of experience performing civil / structural analyses and developing the related seismic anchorage calculations.
 - (c) Five years of experience supporting construction of electrical power system equipment.
 - (d) Valid California registration as a Civil Engineer.
- (2) Technical Skills:
- (a) Ability to write concise, accurate, grammatically correct business correspondence in the English language.
 - (b) Demonstratable expertise in developing clear design drawings and calculations required for support and seismic anchorage of large electrical equipment, such as outdoor switchgear, medium-voltage vacuum circuit breakers, cable trays, underground duct banks, conduit / pipe racking, and containment / foundations for oil-filled medium-voltage transformers.

c. **SPECIFIC REQUIREMENTS**

The following work tasks define the roles, responsibilities, and services to be provided by the Consultant to the District under this Contract:

Requirement 1.0 – Project Management

The Consultant shall provide overall project control for their work under this agreement and assign a qualified member of their staff as Project Manager. The Project Manager's scope of work includes general coordination and communication required to maintain and advance the project tasks, scope and budget development, quality control, periodic updates, and monthly reporting to District staff on work progress, scheduling, and the preparation and review of monthly invoices. The Project Manager shall have regular coordination calls with the District's Engineer.

Meetings:

- Assume 2 in-person meetings at the District's Downtown Oakland Administration Building with District Staff per year.
- Monthly coordination calls with District Engineers and O&M staff

Deliverables:

- Agenda and minutes for each monthly meeting

- Monthly meeting minutes will be sent in an expedient manner to attendees post meeting. Old business, new business, action items, and completion of previously assigned items will be tracked.
- Monthly invoices
- Monthly progress reports that include the following:
 - An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks and deliverables completed to date.
 - For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.
 - For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task.
 - A look-ahead schedule listing deliverables and activities planned for the next month.
 - A summary of proposed changes to the Scope of Services including justifications for such changes.
 - Variances or change orders that are expected should be provided prior to proceeding with additional work that is beyond the agreed upon budget and scope. Every effort will be made by the consultant to make the district aware of risks that could affect scope and budget as soon as the risks are identified by the consultant.
- Project specific Meetings
 - For larger projects the consultant shall track meeting minutes
 - Prepare engineering and construction schedules
 - Prepare meeting agendas
 - Conduct design review meetings at major design milestones (10%, 50%, and 90%)
 - Specific project management functions and tasks and deliverables will be defined in the proposal associated with specific task authorization requests.

Technology Implementation:

- The Consultant shall procure and install Microsoft Teams and Office 365 software on their computer hardware as required to support file and folder sharing via the District's Microsoft Teams and SharePoint cloud-based sites.
- The Consultant shall use Bluebeam Revu for PDF markups. Bluebeam studio maybe be required for larger projects where multiple reviewers are necessary.
- The Consultant may choose to convert EBMUD MicroStation files into AutoCAD files. AutoCAD and PDF files may be submitted with prior approval during proposal phase of the task authorization request.
- The Consultant shall use the most current version of SKM PowerTools software for modeling and all short circuit, load flow, coordination &

protection models, Unbalanced and Single Phase modules required for completion of power system modeling and reports.

- Consultant shall use the required EBMUD SKM configuration files, Custom Labels, Data blocks, and SKM PPE files.

Requirement 2.0– Review Existing Information

The Consultant shall review existing information, drawings, equipment data and reports, operational and maintenance records and conduct a site visit of the District’s service area pumping plant and reservoir facilities.

Requirement 3.0 – O&M Electrical Engineering Support

The Consultant shall provide as-needed engineering support for routine operations, maintenance activities and special projects. For all planned work, the Consultant shall follow the Task Authorization Procedure in Section E.

Some example tasks may include, but are not limited to the following:

- Perform site investigations, review existing EBMUD documentation, and coordinate with EBMUD electrical technicians.
- Develop electrical designs and specify parts to allow for portable generator connection to existing EBMUD pumping plants.
- Develop detailed site plan drawings and seismic anchorage calculations required to install large, outdoor electrical power distribution equipment.
- Develop SKM PowerTools software electrical distribution system models for EBMUD facilities, perform arc flash hazard analyses, and produce comprehensive written reports of these analyses that include detailed recommendations for measures to reduce the hazard level wherever possible.
- Develop detailed electrical design and equipment specifications for a variety of OMD system improvement projects related to potable water distribution systems, water quality improvements, photovoltaic power generation, in-conduit hydroelectric power generation, electrical inspections, and utility interconnection.
- Review detailed electrical design drawings and specifications developed by others and provide comments evaluating these documents against electrical engineering best practice, appropriate code compliance, safety, and constructability.
- The consultant shall provide afterhours support as required.

Table 2. Anticipated Workload Distribution

Work Task	Percentage
Task 1.0 – Project Management	5%
Task 2.0 – Review Existing Information	10%

Task 3.0 – O&M Electrical Engineering Support	85%
Total	\$400,000

D. DELIVERABLES / REPORTS

Deliverables for the above tasks may include site photos, field meeting notes, written test plans, testing results and analyses, SKM PowerTools software analysis output files, detailed electrical design drawings and technical specifications, documentation of investigations, calculations, and technical memoranda:

- The Consultant Project Manager shall develop and implement a logical shared folder structure and consistent file naming convention for all project deliverables.
- Deliverables sent from the consultant will be sent with a transmittal coversheet which identifies the reason for the transmittal, project name / number, and expected response.
- All Deliverables will be marked with the purposes of the set and dated. For example, if the set is a 50% review set the revision use "A-Z" suffix after revision number to indicate revision. Upon issuing for construction the letter suffix will be dropped and the drawing will be revved up to the next revision number. Changes from the original existing drawing will be clouded, and Deltas will contain the revision alphanumeric identifier. If the deliverable document is outside of an official design review or issuance it will be marked WIP "Work In Progress" and dated.
- Consultant internal review of deliverables shall be performed on every project deliverable prior to it being sent to the District. The internal review and check document markups shall be kept by the consultant. The District reserves the right to review the Consultant's internal review and check documents at any time. The Consultant agrees to promptly send any check documents for review upon request.

E. TASK AUTHORIZATION PROCEDURE

Prior to commencing work on any activity, the District will issue a request for task proposal from the Consultant. The task proposal will include the following sections:

- Project description
- Consultant scope
- Tasks & Deliverables
 - Tasks and deliverables shall be itemized with quantity that is assumed for each
- Assumptions, Clarifications & Exclusions

- All assumptions, clarifications, & exclusions shall be stated clearly in each proposal
- Estimate broken down by task, deliverable, and level of person performing the work.
- Preliminary schedule and start date.

The Consultant will respond with a cost estimate and project schedule within the time agreed upon once the task authorization is issued. The cost estimate shall include a detailed breakdown of all labor, hours and materials required to perform the work. The District will not reimburse the Contractor for the cost of preparing the estimates. The District will use the estimates to ensure mutual agreement on the scope of work. The District reserves the right to request a detailed explanation of the estimate if it feels the estimate is sufficiently different than expected.

Once agreement is reached on the Consultant's Task Proposal, the District will issue a written Task Authorization to the Consultant authorizing the Consultant to commence work. Each Task Authorization will define, in detail, the scope of services to be provided, applicable criteria and procedures, work milestones, and deliverables.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	September 29, 2021
Response Due	October 15, 2021 by 12:00 p.m.
Anticipated Contract Start Date	February 2022

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

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

RFP responses will be evaluated and scored according to the Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria

will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Minimum Qualifications / Technical Criteria Do they meet minimum qualifications and Technical Criteria in Section 1?
B.	Cost
C.	Deliverable Document Management / Technology Implementation Do they meet minimum specific requirements in Section 1C? Do they demonstrate Proficiency of the following software applications? <ul style="list-style-type: none"> • Microsoft Teams • Microsoft Office 365 • Bluebeam Revu • MicroStation • AutoCAD • SKM's version 9.0.1.0 and required modules • Bluebeam Revu for iPad Do they provide a proposed example File Structure? Is it easy to use and intuitive? Do they provide an example of a deliverable transmittal Sheet? Do they provide an example of a deliverable package that has been marked up, internally reviewed, and back checked? Are the markups clear and review thorough? Does the Company have a deliverable review procedure or checklist? Is the procedure well defined and clear?
D.	Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? 4. Do the individuals have direct experience developing settings for and programming SEL relays?

	Do the individuals have direct experience writing commissioning plans for protective relaying, and hydro-generator commissioning and synchronizing?
E.	References (See Exhibit A – RFP Response Packet):
F.	Sample Project Proposal & Estimate \$25k – \$50k Engineering Fee <ol style="list-style-type: none"> 1. Does the proposal and estimate meet the requirements in Section I(E)?
G.	Sample Arc Flash Report and Labels - Past Project <ol style="list-style-type: none"> 1. Does the Arc flash report follow industry standards and use good engineering judgement? 2. Does the Arc flash report have duplicated information within the report? 3. Are the study assumptions, scenarios, and clarifications clear and reasonable? Sample Civil / Structural Project which includes infrastructure for major Electrical Equipment and conduit supports or duct banks. <ol style="list-style-type: none"> 1. Does the project represent good understanding of the requirements of electrical infrastructure? 2. Is the design reasonable and effective? 3. Is the design well coordinate and constructable? 4. Are there supporting calculations?
H.	Sample Project Schedule & Sample Construction Schedule – Past Project <ol style="list-style-type: none"> 1. Are the schedules reasonable? 2. Do the schedules identify major milestones and required tasks for a complete project? 3. Do the schedules identify critical paths and long lead items or processes? 4. Do the schedules consider available resources?
I.	Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.

C. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.

2. All prices quoted shall be in United States dollars.
3. Price quotes shall include all payment incentives available to the district.
4. As part of the RFP response the consultant shall provide the direct, indirect, overhead and profit, and total rates for proposed staff and sub-contractors. Portions of work to be subcontracted shall be specifically identified in the RFP response. The proposed sub-contractor and its staff who will be assigned to district projects explicitly identified in the proposal. Deviations from the approved subcontractor or its assigned staff requires prior approval from the district. The selected consultant shall be wholly responsible for managing and coordinating with any subcontractors which are required to provide high quality finished products or services.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day 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 work days from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

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

E. INVOICING

1. Following the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the Consultant of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
 - a. Every individual's time shall be recorded each day at close of business. Every timesheet entry shall have notes regarding the work which was completed for the day.

- b. The contractor shall not perform any work or invoice that work which is beyond the agreed upon task authorization scope and budget without prior written approval from the District. The District will not pay for work that is not authorized.
4. A weekly time sheet report will be sent to the EBMUD project manager every Monday for the life of the contract. The timesheet report will include hours worked by each individual and timesheet notes. Every time sheet entry shall have notes indicating what project deliverable or task was worked on for that time.
5. The District will pay the Consultant in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. **TERMINATION OF TASK ORDER**

1. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to stop work on any given task order and withhold future payments until the performance and/or deliverables are deemed satisfactory.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. **DISTRICT CONTACTS**

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

FOR INFORMATION REGARDING TECHNICAL REQUIREMENTS:

Attn: Brandon Van Loon, Associate Electrical Engineer

EBMUD-FMC/OMD

E-Mail: brandon.vanloon@ebmud.com

PHONE: (510) 287-1284

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Brandon Van Loon, Associate Electrical Engineer

EBMUD-FMC/OMD

E-Mail: brandon.vanloon@ebmud.com

PHONE: (510) 287-1284

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Email your RFP response as an attachment in pdf format and prior to the bid due date/time. RFP submittals, in their entirety, shall be emailed to brandon.vanloon@ebmud.com. The District's email application has limitations on attachment size. Make sure your attached RFP response is less than 25 megabytes (MB) in size. If the RFP response file exceeds the size limit, you will need to break it up into multiple files and send them as attachments via multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call Associate Electrical Engineer Brandon Van Loon at (510) 287-1284 to check for receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, E or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof

so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – PES734-22-01 Operations and Maintenance Electrical Engineering and Related 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.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

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

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Direct Labor	Indirect Costs	Overhead and Profit	Total Cost
Principal	hour				
Senior Consultant	hour				
Associate Consultant	hour				
Assistant Consultant	hour				
Junior Consultant	hour				
Other (specify)	hour				



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. Provide an organizational chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFP. Identify any potential sub consultants and roles. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background;
 - (e) The person's relevant experience including a detailed work history, certifications, and/or merits;
 - (f) Documentation of the person's training and certification required in the "Statement of Work" section of this RFP.
3. **Experience and Relevant Projects:** The proposer must submit information demonstrating the experience of the proposed personnel with respect to technical experience relevant to the scope of work describing in the RFP, including:
 - a) Project Scope of Work Summary
 - b) Consultant roles and responsibility in the project
 - c) Consultant team members who worked on the project, if any
 - d) Client names and project name.
 - e) Date when the project was performed (start/end dates).
4. **Sample Project Proposal & Estimate \$25k – \$50k Engineering Fee – Past Project**
Submit a sample proposal and estimate related to a past project that the consultant has completed. The sample should be from something other than an EBMUD project.

5. Sample Arc Flash Report and Labels - Past Project
Submit sample work from a past project that the consultant has completed. The sample should be from something other than an EBMUD project.
6. Sample Civil / Structural Drawings and Calculations – Past Project
Submit sample work which includes infrastructure for major electrical equipment and conduit supports or duct banks. This sample work shall be from a past project that the consultant has completed. The sample should be from something other than an EBMUD project.
7. Sample Project Schedule & Sample Construction Schedule – Past Project
Submit sample work from a past project that the consultant has completed. The sample should be from something other than an EBMUD project.
8. **References:** List sufficient references to demonstrate that the proposer meets the minimum qualifications described in this RFP, and the required expertise in the discipline(s) and task areas indicated on the proposal response.
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
9. **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 THAT ARE NOT ACCEPTED AND NOT RETRACTED BY THE CONSULTANT MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
10. **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 – PES734-22-01 Operations and Maintenance Electrical Engineering and Related Services

Proposer Name: _____

Proposer must provide a minimum of 3 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

PES734-22-01 Operations and Maintenance Electrical Engineering and Related 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 found at the following direct link:

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

I. The following provisions applicable to all required insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

INSURANCE VERIFICATION DOCUMENTS

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

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

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

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

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

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

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	\$3,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$3,000,000 per occurrence & aggregate
Products/Completed Operations	\$3,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

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

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

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

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

CONTRACTOR's behalf.

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

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

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

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

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

Verification of Commercial General Liability (CGL) Insurance Coverage

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

Self-Insured: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

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

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

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

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

Bodily Injury and Property Damage: \$2,000,000

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

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

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

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

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

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

Verification of Business Auto Liability Insurance Coverage

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

Self-Insured: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

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

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

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

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

Each Claim or Occurrence Limit: \$3,000,000

Aggregate Limit: \$3,000,000

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

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

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

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

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

Self-Insured: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage

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

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

insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

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

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

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

Verification of Excess and/or Umbrella Liability Insurance Coverage

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

Self-Insured: Amount: \$_____

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT OPERATIONS AND MAINTENANCE ELECTRICAL ENGINEERING AND RELATED SERVICES

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

WITNESSETH

WHEREAS, DISTRICT requires consulting services for electrical engineering analysis, design, and related tasks; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for electrical engineering analysis, preparation of design documents, and related tasks and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.

- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the engineering profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.

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

ARTICLE 2 - COMPENSATION

- 2.1 For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONSULTANT actual costs incurred, subject to a Maximum Cost Ceiling of \$400,000. Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2 In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1 This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of

any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.

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

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates Brandon Van Loon as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (*Consultant Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

CONSULTANT expressly agrees to defend, indemnify and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expenses,

claims, suits, and damages, including attorneys' fees, arising out of or pertaining to, or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

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

7.2 Insurance Requirements

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of Operations and Maintenance Department

P.O. Box 24055

Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.

- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.
- 9.9 Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

ARTICLE 10 - TERM

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

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
David A. Briggs,
Director of Operations and Maintenance

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____



EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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

EXHIBIT E
PROJECT SAFETY REQUIREMENTS
COVID-19 VACCINATION AND TESTING

GENERAL

All contractors (including all tiers of subcontractors), defined in this Appendix to also include consultants, suppliers and vendors (Contractors), who hold contracts with East Bay Municipal Utility District (District) and who perform work at District Facilities or on District jobsites, shall incorporate the requirements of this document into their operations. These requirements shall be included in any contractually required site-specific health and safety plans (SSHASP) for work at District jobsites. The Contractor shall submit their SSHASP, showing compliance with the requirements of this document, to the District.

Even if a formal SSHASP is not required under the terms of a contract, the contractor shall designate a Site Safety Representative (SSR) for the project to monitor and implement all recommended safety practices regarding any threat to public health with all Contractor staff members. In the case of a sole proprietor that is working for the District directly, the owner/operator shall serve as the SSR for their part of the work.

EFFECTIVE ON SEPTEMBER 20, 2021

Contractors shall require all of their jobsite personnel to either: a) Be Fully Vaccinated against COVID-19 or b) Submit to regular weekly COVID-19 testing at the Contractors' expense until Fully Vaccinated.

EFFECTIVE ON NOVEMBER 15, 2021

Contractors shall require all of their jobsite personnel to be Fully Vaccinated against COVID-19 unless they have sincere religious or medical vaccination exemptions. Contractors shall continue weekly testing of unvaccinated personnel. Personnel with approved and documented, sincere religious or medical vaccination exemptions on file with the Contractor, shall continue weekly testing indefinitely.

EXCEPTIONS

Vendors or suppliers making deliveries to District facilities or job sites where no contact or only incidental contact (less than 10 minutes) is made with other people are exempt from the vaccination and testing requirements but shall wear a face covering and maintain social distancing protocols at all times. Note - this exception does not apply to contractors providing

on-site services such as Fully Maintained and Operated (FM&O) services and general services such as dump truck services, flagging, maintenance/repair services at District facilities, IT or equipment installations, or other contractors that provide in-person services at District facilities or support to construction projects performed by District construction and maintenance groups. Due to the nature of their work with respect to other staff on site, these types of contractors shall comply with all requirements in this Appendix.

Contractors hired on an emergency basis that must mobilize quickly, shall certify that they comply with the requirements in this Appendix before starting work. If this is not practical due to the emergency nature of the work, the contractor can come to the jobsite in appropriate COVID-19 related PPE, only with advance written approval by the District. At the earliest time possible, but no later than three business days after the start of work, the Contractor shall certify that they are in compliance with the requirements in this Appendix.

Contractors that are performing work in the public right of way, at unmanned District facilities or watershed lands, where no EBMUD staff are present, are exempt from these requirements.

VACCINATION

Being “Fully Vaccinated” is defined as the point in time 14 days after having received the final dose of a vaccine series.

Vaccines:

- 1) Comirnaty, Pfizer – BioNTech (2 dose series)
- 2) Spikevax, Moderna (2 dose series)
- 3) Janssen COVID-19, Johnson and Johnson (single dose)
- 4) Or other FDA approved equal

In the event that additional vaccination boosters are required, the District will issue clarifications to these requirements.

Vaccination Status Tracking: Contractor (all tiers of subcontractors) shall implement a process to confirm, track, and certify (if requested) its employees’ vaccination or declination of vaccination status. Contractor SSR shall be responsible for assuring compliance with these vaccination requirements. SSR shall also ensure that Contractor personnel complete daily symptom checks, even if fully vaccinated.

TESTING:

The Contractor shall test unvaccinated jobsite personnel through FDA-approved methods for detecting the virus (Polymerase Chain Reaction (PCR) or antigen) at the Contractor’s expense. These tests shall be performed no more than three days immediately prior to the personnel’s first

day onsite and every week thereafter. The Contractor's SSR shall provide daily compliance checking at the jobsite.

Contractor shall provide on-site rapid antigen testing for transitory personnel who have not been vaccinated and could not schedule a test ahead of time and who will be on site for fewer than three days. In the case of FM&O or general services contractors working directly with District construction crews, transitory personnel are not permitted, since on-site testing is likely not feasible.

Rapid Antigen Testing:

- 1) Abbott Diagnostics Scarborough, Inc. – BinaxNOW COVID-19 Antigen Self-Test
- 2) Abbott Diagnostics Scarborough, Inc. – BinaxNOW COVID-19 Ag Card 2 Home Test
- 3) Access Bio, Inc. – CareStart COVID-19 Antigen Home Test
- 4) OraSure Technologies, Inc. – IntelliSwab COVID-19 Rapid Test
- 5) Quidel Corporation – QuickVue At-Home OTC COVID-19 Test
- 6) Or other FDA approved equal test

Testing Status Tracking: Contractor (all tiers of subcontractors) shall implement a process to confirm, track, and certify (if requested) its employees' testing status. Contractor's SSR shall certify that all personnel on site that are not fully vaccinated are COVID-negative. SSR shall also ensure that Contractor personnel complete daily symptom checks.

For projects performed by District construction or maintenance groups, Contractor's SSR shall ensure compliance with this Appendix and provide proof of compliance with testing requirement as requested by the District.

SIGNAGE AT PROJECT SITES

At District jobsites with a defined entry point for a single project, signage shall be posted by the Contractor with information about vaccination proof and testing requirements. At jobsites with a single-entry point for multiple projects, such as a treatment plant, or with no defined entry point, such as projects in public right-of-ways, signage shall be posted at the Contractor's trailer or a similar daily gathering location.

Contractor shall provide signage with 1-inch-high letters at each District jobsite entry point listing the Contractor's SSR and their phone number. Signage shall state the following:

“All contractor, consultant, vendor, and subcontractor personnel shall provide (1) proof of COVID-19 vaccination, or (2) a negative COVID-19 test taken within three days of the first day

onsite and a negative COVID-19 test result every week after the first day onsite, or a same-day rapid test negative result. Personnel who do not meet these requirements shall be turned away, or asked to leave the jobsite. Contact {Contractor SSR, phone number} prior to starting work.”

Contractors, specifically professional services consultants, performing work at a District jobsite without a physical trailer or daily gathering location are exempt from signage posting as their professional services agreement contains information about vaccination proof and testing requirements.