



**REQUEST FOR PROPOSALS  
FEDERAL LEGISLATIVE AND POLICY ADVOCACY SERVICES**

September 7, 2023

The Hi-Desert Water District (HDWD) invites you to submit a proposal to provide Federal legislative and policy advocacy services for the Hi-Desert Water District. The anticipated performance period is for an initial period of three (3) years from November 2023 to October 2026, with options for up to two (2) additional years of service.

This contract will be funded with water and wastewater enterprise funds.

Responses should be submitted in accordance with the requirements and instructions set forth in this Request for Proposals (RFP). The RFP documents have been posted on the RFP Web Page below

**Proposals are due on Monday, October 9, 2023, at 5:00 p.m. PT. RFP**

**Web Page:** [www.hdwd.com](http://www.alamedactc.org/contracting-opportunities)<http://www.alamedactc.org/contracting-opportunities>

Should you have any questions, please email me as, the Sole Point of Contact for this RFP, at [jenniferc@hdwd.com](mailto:jenniferc@hdwd.com). Thank you for your interest.

Sincerely,

Jennifer Cusack  
Director of Public and Government Affairs

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# **Hi-Desert Water District**

## **REQUEST FOR PROPOSALS** **Federal Advocacy Services**

**Date Issued: September 7, 2023**

Hi-Desert Water District  
55439 29 Palms Highway  
Yucca Valley, Ca 92284

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## INTRODUCTION

The Hi-Desert Water District is a special district in Yucca Valley, California  
General information about HDWD can be obtained by visiting [www.HDWD.com](http://www.HDWD.com).

## SECTION I

### 1. GENERAL CONDITIONS

#### A. Governing Law

This RFP summarizes the applicable laws and governance; when in conflict, applicable State/Federal requirements shall apply. The resulting contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

#### B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of performing the work identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing).

#### C. Rights of HDWD

This RFP does not commit HDWD to enter into a contract, nor does it obligate HDWD to pay for any costs incurred in the preparation and submission of the proposal in anticipation of a contract. HDWD also reserves the right to transfer certain services covered by this RFP in-house, to be performed by staff.

HDWD may investigate the qualifications of any proposer, require confirmation of information furnished by the proposer, and/or require additional evidence or qualifications to perform the work described in this RFP from any proposer.

Further, HDWD reserves the right to do each of the following, in any manner necessary to serve the best interests of HDWD:

1. Reject any or all proposal submittals.
2. Cancel this RFP in whole or in part.
3. Issue one or more subsequent Requests for Qualifications and/or RFPs.
4. Postpone opening of proposals for its own convenience.
5. Remedy technical errors in the RFP process.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Waive informalities and irregularities in any proposal.
8. Request additional information from any proposer.
9. Issue Addenda to this RFP.

**D. Work Scope Modifications**

HDWD reserves the right to request changes to staff and/or scope of work proposed in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

**E. Pre-Award/Post-Award Audit**

HDWD reserves the right to perform pre-award and/or post-award audits.

The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with the auditors is expected. The pre-award audit recommendations shall be incorporated into the contract.

If HDWD permits the resulting contract to be awarded based on a post-award audit requirement, the proposer shall agree to the following contract language below:

Consultant acknowledges that this Agreement and the cost proposal are subject to a post award audit. Based on any post award audit recommendations, the cost proposal and/or the total compensation figure shall be adjusted to conform to the audit recommendations. Consultant acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this Agreement. Refusal by Consultant to incorporate interim audit or post award recommendations will be considered a breach of the Agreement and cause for termination of the Agreement.

**F. Conflict of Interest**

By submitting a proposal, proposer represents and warrants that, for the term of the resulting contract, no member, officer or employee of HDWD, or of a public body within San Bernardino County or member or delegate to the Congress of the United States, during their tenure or for one year thereafter, shall have any direct interest in any such contract or any direct or material benefit arising therefrom, as defined in California Government Code Sections 1090 *et seq.* and 87100 *et seq.* Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

The proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Proposers must provide a list of any potential conflicts of interest in working for HDWD. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

On the contract resulting from this RFP, consultant key team members may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at [www.fppc.ca.gov/Form700.html](http://www.fppc.ca.gov/Form700.html).

After award, the successful proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other HDWD solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to HDWD; a firm or person's

objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subconsultant or vendor on any work related to this RFP if the subconsultant or vendor, or any employee of the subconsultant or vendor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

If, at any time during the term of the contract resulting from this RFP, the consultant becomes aware of an organizational conflict of interest in connection with the work performed under such contract, the consultant shall immediately provide HDWD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The consultant shall immediately notify HDWD of any organizational conflict of interest, whether actual or apparent, in connection with any political campaign activities engaged by or involving its firm that is, or may be, related to and/or otherwise impact: HDWD, its governing body, its projects and programs and/or its delivery of such project and programs. The consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

#### **G. Levine Act – Government Code Section 84308**

Government Code Section 84308, commonly known as the Levine Act, prohibits any HDWD Board Members who have received more than \$250 within the previous twelve months from an applicant from participating in or influencing the decision on awarding a contract with HDWD. The Levine Act and HDWD's Conflict of Interest Code together require any Board Member who has received such a contribution to disclose the contribution on the record of the proceeding, and to recuse themselves from any vote on the contract award.

Board Member are further prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before HDWD or for twelve months following the date of a final decision concerning the contract. Additionally, the Levine Act forbids any party interested in a potential contract from making any contributions to any Board Member during the period starting with the issuance of this RFP, and ending twelve months after the Board Member makes a final decision on the contract award. This prohibition applies to the prime consultant, any sub-consultant or other member of the consultant team, any agents for the prime consultant or other team members, and the major shareholders of any closed corporation which is part of the team.

The selected Proposer and other members of the consultant team will each be required to sign and submit a Levine Act Statement disclosing on the record any contribution of more than \$250 that they have made to any HDWD Board Member within the twelve-month period prior to Board action on the contract award. Each team member's Statement will cover any contribution made by that team member, any agents for that team member, and the major shareholders of that team member if it is a closed corporation. The Statement will also require the team member to certify that such party has not made, and shall not make, any contributions to Board Members while the contract is pending and for twelve months after the final action.

#### **H. Public Records**

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 *et seq.*) unless exempt by law. The proposals will remain confidential until any resulting contract has been awarded and executed. Each proposer should give specific attention to the identification of those portions of

its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by HDWD under the Act.

If HDWD receives a request pursuant to the Public Records Act for information marked by the proposer as “Trade Secret” or “Business Secret,” and the requester takes legal action seeking the release of materials it believes do not constitute trade secret information, by submitting a proposal, proposer agrees to indemnify, defend and hold harmless HDWD, its officers, agents, and employees, from any judgment, fines, penalties, and award of attorney’s fees awarded against HDWD in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives HDWD’s award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in HDWD’s possession, which includes a minimum retention period for such documents.

**Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.**

**I. Withdrawal of Proposal Submittal**

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Sole Point of Contact a written request for withdrawal signed by, or on behalf of, the proposer’s binding official as identified in the Letter of Transmittal included within the proposal.

**J. Proposal Protest Procedure**

A proposer who submits, or who plans to submit, a proposal may protest pursuant to the protest procedures applicable to this RFP in accordance with this **Section I.1.J**. Any attempted protest which fails to comply with this section shall be deemed to be an invalid protest and automatically denied.

1. Protests based on the content of the RFP shall be filed with the Sole Point of Contact within five (5) calendar days after the RFP is issued. HDWD shall issue a written decision on the protest prior to opening the proposals.
2. Any proposer who submits a proposal and is then notified that it was found to be non-responsive may file a protest with the HDWD within five (5) calendar days after notification has been issued to the proposer.
3. Protests alleging a denial of due process or fundamental unfairness in the determination of the short list of most qualified firms shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
4. Protests alleging a denial of due process or fundamental unfairness in the determination of the top-ranked firm for contract award shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
5. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
6. If a protest is timely filed with the Sole Point of Contact, HDWD staff (potentially including consultants to HDWD) will promptly initiate an investigation of the grounds of the protest. All proposers shall cooperate with any inquiries from HDWD’s staff and consultants relating to the protest.
7. At the conclusion of its investigation, HDWD staff shall prepare a written report, including a decision regarding the disposition of the protest, and provide a copy of such report to the

protestor. The staff decision shall be final and conclusive unless the protestor requests a hearing pursuant to Item 7 below within five (5) calendar days after issuance of the report.

8. In the case of protests based on the content of the RFP (Item 1 above), protesters may request to appear and be heard before the Board of Directors prior to the opening of proposals. In the case of protests alleging a denial of due process or fundamental unfairness in the selection process (Items 2 and 3 above), protesters may request to appear and be heard before one or more of the following, as determined by the President of the Board at their discretion: (i) the Board, or (ii) a committee appointed by the President of the Board. The individual or body conducting the hearing shall make a determination and take final action on the protest.

#### **K. Equal Employment Opportunity**

Proposer and its subconsultants shall not, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status deny benefits to any person nor unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of non-compliance, HDWD may cancel, terminate or suspend the contract in whole or in part. The proposer may also be declared ineligible for further contracts with HDWD.

Proposer and sub-consultants shall take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 USC § 623, 42 USC § 2000, 42 USC § 6102, 42 USC § 12112, 42 USC § 12132, 49 USC § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*].

#### **L. Sub-consultants**

1. For the purposes of this RFP, “sub-consultants” also refers to all firms, other than the prime consultant, proposed for performing work or incurring costs on the resulting contract; this includes all sub-consultants, subcontractors and/or vendors, of any tier.
2. Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relationship between HDWD and any sub-consultants, and no subcontract shall relieve the proposer of their responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to HDWD for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer’s obligation to pay its sub-consultants is an independent obligation from HDWD’s obligation to make payments to the proposer.
3. Any subcontract entered into as a result of this RFP shall contain all the provisions stipulated in this RFP and the resulting contract to be applicable to sub-consultants.
4. Proposer shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to the proposer by HDWD.
5. Any substitution of sub-consultants must be approved in writing by the HDWD General Manager in advance of assigning work to a substitute sub-consultant.

**M. Public Contract Code**

In accordance with Public Contract Code Sections 10162, 10232, 10285, and 2202-2208, the proposer shall include a Public Contract Code Statement in its Letter of Transmittal.

**N. Prevailing Wage and Department of Industrial Relations Registration Requirements**

The State of California’s General Prevailing Wage Rates are not applicable to this contract.

**O. Proposers’ Responsibility for Completeness and Accuracy of Proposal and Exhibits**

Each proposer is fully responsible for ensuring that the entirety of its proposal, including but not limited to (i) all forms and certifications and (ii) any portion of said proposal, forms, or certifications prepared or submitted by any proposed sub-consultants, is complete and accurate.

**P. Ex Parte Communication Prohibited**

HDWD recognizes that adherence to procedures ensuring fairness is essential to the maintenance of public confidence in the value and soundness of HDWD’s procurement processes. Therefore, any communication (whether in person, by telephone, or through electronic means), other than at a public meeting or as instructed in this RFP (“ex-parte communications”), between a proposer or any sub-consultants, and their respective employees, agents, or representatives, and HDWD’s Board, staff, agents, general counsel, contractors, or other representatives during the procurement process is strictly prohibited, except as otherwise provided herein.

1. Ex-parte communications are prohibited from the issuance date of this RFP, through contract award, until the contract has been fully executed by HDWD and the selected proposer.
2. Exceptions. This requirement shall not prohibit:
  - a. Communications specifically authorized by this RFP between a proposer and the Sole Point of Contact.
  - b. Pre-Bid and Pre-Proposal Meetings, and procurement interviews.
  - c. Communications between HDWD staff and representatives of the selected proposer following contract award regarding (i) negotiation of final contract or amendment terms, work scope, and budget; (ii) collection and verification of administrative matters such as proof of insurance and other required forms; and (iii) execution and delivery of the signed contract.
  - d. The filing and processing of (i) a written protest to any proposed award, to be made pursuant to the Proposal Protest Procedure contained herein; (ii) an appeal of any decision made, following the procedures outlined therein; or (iii) an appeal of any decision or determination with respect to Disadvantaged Business Enterprise (DBE) matters, following procedures applicable thereto.
  - e. Addressing the Board or a Standing Committee at public meetings.
  - f. Contacts between HDWD’s staff and its consultants or contractors in regard to any work being performed on HDWD projects or programs unrelated to this RFP.
3. Violation of the restrictions set forth above shall be grounds to: disqualify the violator from the award of the contract, void any award to or contract with the violator based on this RFP, and/or temporarily suspend or permanently debar the violator from future contracts with HDWD.

## 2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Hi-Desert Water District's standard form professional services contract. The Sample Professional Services Contract is available online at [www.hdwd.com](http://www.hdwd.com) and is incorporated herein as if attached. HDWD reserves the right to substitute and/or modify the HDWD Sample Professional Services Contract prior to contract execution with acceptance by both parties.

### A. Exceptions to the HDWD Sample Professional Services Contract

As noted above, proposers shall be prepared to accept the terms and conditions of HDWD's standard form contract. If a proposer desires to take exception to the terms of the standard form contract, the proposer shall provide the following information as a section of the proposal identified as Exceptions to the HDWD Sample Professional Services Contract Form ([Appendix C](#)):

1. Proposer shall clearly identify each proposed change to the contract, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

Only exceptions that are included in the submitted proposals will be considered. No additional exceptions after proposal submissions will be considered during contract negotiations. Substantial exceptions to the contract may be determined by HDWD, at its sole discretion, to be unacceptable and HDWD will proceed with negotiations with the next highest-ranked firm.

### B. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in HDWD's standard professional services contract including any revisions.

### C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in [Appendix E](#) (Insurance Requirements). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in [Appendix E](#), within ten (10) calendar days of the execution of the contract arising from this RFP. Requests for waivers to HDWD's insurance requirements should be submitted with the proposal using the form provided in [Appendix E](#). HDWD will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

### D. Costs and Financial Documentation Requirements

The selected proposer and all sub-consultants (as defined Section I.1.K) shall provide the cost and financial documents for the contract, if requested by HDWD, within ten (10) business days of HDWD's notice to the firm that it is the successful proposer, including, but not limited to, the following forms or documents related to such forms:

- W-9 Form for the selected prime proposer only.

- Cost Proposal (Section 2.E.5).

**The proposer shall be able to provide the documents in a timely manner if selected.**

**E. Cooperation**

After the contract award, the selected consultant shall carry out the instructions as received from HDWD, which may include cooperation with HDWD staff and members of its governing body (the Board).

**F. Identification of Documents**

All reports and other documents completed as part of the resulting contract shall recognize the appropriate participating funds. Specific details will be provided to the successful proposer.

## SECTION II

### 1. RFP INFORMATION

**A. RFP Description**

HDWD intends to retain a professional services consultant for the analysis, consultation, and support of state legislative services, policy advocacy, and other related matters associated with the HDWD legislative program. The selected consultant will be required to have available personnel who have been successful in performing state lobbyist professional services and activities.

**B. Scope of Work**

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The anticipated period of performance for this contract will be for an initial period of three (3) years from November 1, 2023 to October 31, 2026, with the option to continue for two (2) additional years of service through October 31, 2028.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on a retainer fee, but may include specific rates of compensation and/or lump sum by task, and is subject to the terms and conditions established as a result of negotiations.

**C. Reference Materials**

Refer to [Appendix B](#) for reference materials (e.g., project reports, maps, diagrams, etc.).

**D. Sole Point of Contact**

The Sole Point of Contact for all purposes of this procurement is as follows. Email inquiries (where permissible under the terms of this RFP) and proposal submissions shall be directed to the Sole Point of Contact:

**Name:** Jennifer Cusack, Director of Public and Government Affairs  
**Email:** [jenniferc@hdwd.com](mailto:jenniferc@hdwd.com)  
**Telephone:** (760) 567-9404

**E. Pre-Proposal Meeting (None)**

A pre-proposal meeting will not be held for this RFP.

**F. Addenda/Clarifications**

It is the proposer’s responsibility to check for and review all addenda issued and posted by HDWD on the RFP Web Page identified in the cover letter of this RFP. Proposers may sign up for email notifications of important updates about this RFP, using the RFP Registration Form identified in the cover letter of this RFP.

Explanations or clarifications desired by potential proposers regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via email to the Sole Point of Contact with the subject line “Questions – HDWD RFP FEDERAL ADVOCACY SERVICES.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

**G. RFP Schedule**

Any reference in this RFP to a specific time shall refer to Pacific Time. All dates and times are subject to change at the discretion of HDWD.

**TABLE 1: RFP SCHEDULE**

ACTIVITY	DATE/TIME
<b>RFP issued.</b>	September 7, 2023
<b>Deadline for proposers to submit questions.</b> All questions must be directed by email to the Sole Point of Contact.	September 21, 2023 3:00 p.m.
<b>Final Addendum issued, if necessary.</b> Proposers may sign up for RFP email notifications by emailing the Sole Point of Contact identified above.	September 28, 2023
<b>Due Date for Proposals and Reference Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED.</b> References shall submit the web-based Reference Questionnaire (identified in the cover letter of this RFP) by or before this deadline.	October 9, 2023 3:00 p.m.
<b>Anticipated Proposal Review.</b> Selection Review Panel evaluates proposals and develops a short list of firms to interview, if necessary.	October 10-11, 2023
<b>Interviews, if necessary.</b>	October 11-12, 2023
<b>Anticipated Final Evaluation and Determination of Top-Ranked Firm.</b>	October 18, 2023
<b>Anticipated Contract Commencement.</b>	November 1, 2023

**2. PROPOSAL CONTENT AND FORMAT**

**A. General Instructions**

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): the complete set of electronic files comprising the proposal in PDF format.
- **Cost Proposal in a separate digital folder** from the technical proposal and labeled “Cost Proposal,” in PDF formats.

Electronic files shall be sent via email attachment or file-sharing service. Proposers may send multiple emails. Files should be clearly named. Proposers should allow sufficient delivery time to ensure timely receipt by HDWD. Late submittals will not be accepted. Submissions transmitted by facsimile or hard copies will not be accepted.

The files must be submitted to the Sole Point of Contact at the email address in an email with a subject line containing the RFP title and with the body containing the proposer’s name, address, and telephone number.

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” pages with at least 1” margins. The font requirement applies to all text except for charts, tables, and graphs. Graphs, diagrams, or organizational charts could be shown on 11” x 17” pages. An 8½” x 11” page counts as one page and an 11” x 17” page counts as two pages. Proposals shall not exceed 10 pages, excluding sections or content as indicated in [Table 2](#) (Page Limit Requirements).

Proposal content and completeness are most important. Clarity, organization, and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposals should only contain relevant information pertaining to the response of this RFP; marketing materials should not be included, unless appropriate. When organizing required forms and certifications, please collate by form type rather than by firm; e.g., an appendix for Debarment and Suspension Certification forms from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

**TABLE 2: PAGE LIMIT REQUIREMENTS**

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
<b>Proposal Cover Page(s)</b>	–
<b>Letter of Transmittal (<a href="#">Section II.2.B</a>)</b>	–
<b>Title Page (<a href="#">Section II.2.C</a>)</b>	–
<b>Table of Contents (<a href="#">Section II.2.D</a>)</b>	–
<b>Proposal Content (<a href="#">Section II.2.E</a>)</b> (Exceptions listed below)	✓
<b>Proposal Content (<a href="#">Section II.2.E</a>)</b> (Exceptions to page limit) <ul style="list-style-type: none"> <li>• Resources Form (<a href="#">Appendix D</a>)</li> <li>• Cost Proposal (<a href="#">Section II.2.E.5</a>)</li> </ul>	–
<b>Performance Measures (<a href="#">Section II.2.F</a>)</b>	✓
<b>References (<a href="#">Section II.2.G</a>)</b>	–
<b>Required Forms and Certifications (<a href="#">Section II.2.H</a>)</b>	–
<b>Resumes</b>	Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
<b>Writing Samples</b> (Optional and as applicable)	–

**B. Letter of Transmittal**

An officer authorized to bind the proposer’s firm must sign the transmittal letter. The transmittal letter must include the following content and language:

1. Full list of the consultant-team (including proposer and all sub-consultants, subcontractors and/or vendors, of any tier) and detail any proposed joint venture arrangements such as revenue/profit sharing:

- a. *Company – arrangements detail (if any)*
2. Selection Process Lead (the primary point of contact during the selection process):
  - a. *Name and Title*
  - b. *Mailing address*
  - c. *Telephone number*
  - d. *Email address*

3. Public Contract Code Statement (**no modification to this statement is allowed**):

Our firm (the “Prime Proposer”), hereby certifies under penalty of perjury under the laws of the State of California and the United States that neither Prime Proposer nor any subconsultant and/or subcontractor hereunder, nor any firm affiliated with Prime Proposer or any subconsultant and/or subcontractor hereunder, is (i) potentially subject to rejection of any bid pursuant to the provisions of Public Contract Code (“PCC”) section 10162; (ii) unable to truthfully sign a statement in the form required by PCC section 10232; (iii) suspended or potentially subject to suspension pursuant to PCC section 10285.1; (iv) ineligible to bid on a contract with a public entity for goods and services of \$1 million or more pursuant to PCC sections 2202-2208; or (v) not in compliance with any federal, state, and local laws and ordinances applicable to the work. Prime Proposer further represents and warrants that no portion of the work under the resulting agreement shall be subcontracted to or otherwise performed by any sub-consultant and/or subcontractor that meets any of the criteria set forth in subsections (i)-(v) above.

4. Requirements Statement that proposer shall provide any and all information and documents for proposer and all sub-consultants (as defined in RFP Section I.1.K) proposed to perform work and/or incur costs, as may be required and/or requested by HDWD, including, but not limited to, requirements under RFP Section I.2 (Contract Requirements).
5. This letter is signed by an officer that is authorized to bind the proposer’s firm contractually and includes the following language:

*This proposal is a binding offer to contract with HDWD according to the requirements of this RFP for a period of one hundred twenty (120) calendar days from the proposal due date.*

**C. Title Page**

The title page must include the RFP number and title, the proposer’s firm and contact information (local address and telephone number), contact person and contact information (name, email, and telephone number), and the date.

**D. Table of Contents**

Provide a table of contents that includes a clear identification of the material by section and page number.

**E. Proposal Content**

Proposals must contain the following sections:

1. **Understanding the Required Scope of Work.** This section of the proposal shall (i) establish that the proposer understands HDWD’s objectives, projects, funding needs and work requirements and (ii) describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “optional tasks” in this section and should also be included as separate line

items in the cost proposal.

- a. Succinctly describe the proposed approach for addressing the required work and the rationale for the implementation approach. Outline the activities that would be undertaken in completing the various tasks (including subtasks) and specify who would perform them. Include any underlying assumptions.
  - b. Provide a timetable for completing all work specified in [Appendix A](#) (Required Scope of Work, Deliverables, Projects and Staffing).
  - c. Demonstrate understanding of, and identify the key risks and challenges, and discuss risk mitigation measures for the aforementioned.
2. **Expertise.** This section shall describe how your firm’s expertise will be practically applied to fulfill the Scope of Work, including areas of consideration and how your firm will implement the contract.
  - a. Provide a representation of work performed by your firm that is similar in nature to this scope or elements of this scope.
  - b. Discuss specific qualifications and technical expertise of the firm.
  - c. Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of services that may not have been specifically stated in this RFP.
3. **Management Plan.** This section shall describe methods of project management.
  - a. Describe methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and how the team will provide up-to-date and accurate information to HDWD for the duration of the contract.
  - b. Describe how management of the team members and sub-consultants will be handled. Discuss management of budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Staffing Plan and Availability.** This section shall include an organizational chart and identify key team members. Key team members, also referred to as “key personnel” herein, denotes individuals from any firm on the proposer team that have key roles and responsibilities and are expected to remain the same throughout the duration of the contract.
  - a. Designate the principal-in-charge and the project manager who will serve as HDWD’s key contacts throughout the duration of the contract, and the key team members for your proposed team.
  - b. Describe the qualifications and expertise of the proposed team, including all sub-consultants, in providing services for clients comparable to HDWD. Full resumes may be included in the proposal appendices with the expectation that key team members will remain the same throughout the duration of the contract.
  - c. Proposers must also complete a Resources Form ([Appendix D](#)) and include as a proposal appendix. For firms with multiple offices, RFPs must identify all locations from which resources are anticipated to be used.
5. **Cost Proposal.** Proposer shall submit in a PDF format, the following in a separate digital folder clearly labeled “Cost Proposal”:
  - a. Budget by Task, including Year 1, Year 2, and Year 3 Task Budget.
  - b. Other Direct Costs Detail (if applicable) including unit costs and non-labor expenses

(direct expenses) which shall be itemized and broken down to show quantity and unit price.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal.

Additionally, prior to award of a contract, the successful proposer may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

#### **F. Performance Measures**

Provide a list of proposed performance measures that could be used during the term of the contract for HDWD to evaluate the firm's deliverables and services performed. If selected, these will be negotiated with HDWD during contract negotiations and final performance measures will be incorporated into a professional services contract.

#### **G. References**

Proposer shall ensure that HDWD receives a minimum of three (3) references for each key team member on the proposal, related to previous work similar to this scope, within the past five (5) years. None of the references shall be from HDWD.

The proposer shall additionally include, as an appendix to the proposal, reference project information for previous work similar to this scope, or elements of this scope, on which its key team members had significant involvement within the past five (5) years, including but not limited to the following:

1. Name of Agency (for which work was performed)
2. Contact Person's:
  - a. Name
  - b. Telephone Number
  - c. Timeframe (year the work was done)
3. Work Description
4. Duration of Contract (i.e., months or years, start and end dates)
5. Specific Work Conducted
6. Total Contract Amount
7. Key Team Member's Role
8. Attachments (optional; i.e., any other reference materials, such as fact sheets or resumes)

Such appendix will not count toward the page count limit.

#### **H. Forms and Certifications**

Proposers **must** provide completed forms in their submittal as required in Table 3 and the RFP [Appendices](#). Please collate by form type rather than by firm; e.g., an appendix for a form from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

**TABLE 3: REQUIRED FORMS AND CERTIFICATIONS**

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Letter of Transmittal: <ul style="list-style-type: none"> <li>• Full list of the consultant-team</li> <li>• Selection Process Lead</li> <li>• Public Contract Code Statement</li> <li>• Requirements Statement</li> <li>• Signed by an authorized officer including required language</li> </ul>	–	✓	–
References: three (3) for each key team member.	–	✓	If Applicable
Exceptions to the HDWD Sample Professional Services Contract Form	–	Optional	–
Cost Proposal Form for State Legislative and Policy Advocacy Services: <ul style="list-style-type: none"> <li>• Budget by Task</li> <li>• Other Direct Costs Detail</li> </ul>	✓	✓	✓ Include in Prime Consultant's Cost Proposal Form
Costs and Financial Documentation: <ul style="list-style-type: none"> <li>• W-9 Form (selected prime proposer only).</li> </ul>		submit within ten (10) business days of selection	submit within ten (10) business days of selection
Insurance Requirement Form	–	✓	✓ Include in Prime Consultant's Insurance Requirement Form
* Required for subs (subconsultant, subcontractor, vendor, etc.) of any tier.			

### 3. PROPOSAL EVALUATION/CRITERIA

#### A. Review for General Responsiveness

HDWD staff will conduct an initial review of the proposals for general responsiveness and compliance with the requirements of this RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

Any proposal that does not include enough information to permit the Selection Review Panel to rate the proposals in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in the Proposal Content and Format, may be considered complete and generally responsive if evaluation in every criterion is possible.

HDWD reserves the right to request additional information from **responsible and responsive** proposers prior to evaluation.

**B. Proposal Evaluation**

A Selection Review Panel, which may be comprised of staff from HDWD and representatives from outside agencies, will evaluate responsive proposals. The Selection Review Panel will then establish a shortlist of the most qualified firms based on the following Proposal Criteria, and the Sole Point of Contact shall schedule interviews with the firms on the shortlist if deemed necessary.

HDWD reserves the right not to convene interviews, but to make a selection based on written proposals alone. Furthermore, HDWD reserves the right to accept or reject any and all submitted proposals, waive minor irregularities, and request additional information from the firms at any stage of the evaluation process.

**C. Proposal Criteria – 100 Points Possible**

The result of the selection process will be a recommendation that HDWD award the contract to the top-ranked proposer, as determined by the Selection Review Panel. The following criteria and point system will be used to evaluate and rank the proposals:

**TABLE 4: PROPOSAL CRITERIA**

PROPOSAL CRITERIA	MAXIMUM POINTS
1. <b>Understanding the Required Scope of Work.</b> Understanding of the RFP objectives, needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	30
2. <b>Expertise.</b> Qualifications and technical expertise of the proposer in performing related work, and proposer’s experience in working with this scope and with public agencies and familiarity with the related process.	30
3. <b>Management Plan.</b> Methods and strength of management, including project communication, schedule and budget control, and quality assurance and quality control.	15
4. <b>Staffing Plan and Availability.</b> Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; key personnel’s level of involvement in performing related work; and assessments by client references as available. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the HDWD.	20
5. <b>Overall Cost of Services.</b> The lowest cost proposal for the required services, excluding costs for any proposed optional task(s)/service(s), will receive the highest score. Other proposals will be scored as a ratio of their proposed cost to the lowest proposed cost.	5
<b>Total:</b>	<b>100</b>

**D. Proposer Interviews**

If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the Selection Review Panel’s evaluation of the technical proposals. Otherwise, the Selection Review Panel will establish a short list of proposers based on the evaluation and ranking of the proposals, and HDWD will select proposers from the shortlist for an interview. The final evaluation to select the top-ranked proposer will be based solely on the interview criteria

below and will not include the initial evaluation or ranking based on the proposal criteria above. The principal-in-charge, project manager, and key team members should plan to attend the interview.

**E. Proposer Interview Criteria – 100 Points Possible**

The interview, if applicable, will be evaluated and ranked by the Selection Review Panel using the following criteria and point system:

**TABLE 5: INTERVIEW CRITERIA**

INTERVIEW CRITERIA	MAXIMUM POINTS
1. <b>Understanding the Required Scope of Work.</b>	30
2. <b>Expertise.</b>	30
3. <b>Management Plan.</b>	15
4. <b>Staffing Plan and Availability.</b>	10
5. <b>Overall Cost of Services.</b>	5
6. <b>Effectiveness of Interview.</b> Overall interview discussions and presentation.	10
<b>Total:</b>	<b>100</b>

**F. Award**

The selection of the consultants shall be fair, open, and competitive using a qualifications-based and cost-based selection process, and will be based on clearly stated objectives identified in this RFP and on demonstrated competence, professional qualifications, experience, and capabilities to perform the required scope of services identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing). Proposers will be evaluated based on the accuracy and completeness of their submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the proposer with the highest average ranking based on the Selection Review Panel’s evaluation using the Proposer Interview Criteria in [Section II.3.E](#), if applicable, and will not include the initial evaluation or ranking of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the technical proposals. The top-ranked firm may be required to submit a revised cost proposal and/or technical or other revisions to its proposal as a result of negotiations with HDWD. If negotiations with the top-ranked proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest-ranked proposer from the proposal list, and so forth, until a contract is executed.

## APPENDICES

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### A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING

#### GENERAL QUALIFICATIONS

- I. Proposer shall demonstrate successful advocacy helping to fund infrastructure projects in California.
- II. Proposer shall possess the proven ability to initiate, develop, and carry out effective strategies to influence legislative and administrative activities and to effectively lobby on behalf of HDWD.
- III. Proposer shall demonstrate experience providing state legislative advocacy at the Federal government.
- IV. Proposer shall possess all permits, licenses, and professional credentials necessary to perform the required legislative advocacy services.
- V. Proposer shall be in compliance with all federal and state requirements applicable to the provision of state lobbyist services of the type described in this RFP.
- VI. Proposer's clients should not pose a conflict of interest issue for HDWD, nor should their interest be in direct conflict with HDWD's mission.

#### SCOPE OF SERVICES

HDWD is issuing a federal lobbyist services contract **to primarily assist with project/infrastructure funding advocacy** and with limited legislative and policy advocacy. The consultant will be required to have available personnel who have been successful in performing these services and activities. When and as directed by HDWD, the consultant shall perform federal lobbyist services including, but not limited to, the following:

##### Federal Advocacy Services

- A. Advise HDWD on key federal budget processes and funding opportunities to advance HDWD's priority projects and programs.
- B. Assist HDWD in the development of project funding strategies.
- C. Represent HDWD before Federal officials as necessary to advocate for project funding priorities.
- D. Provide regular and timely written reports and communications to HDWD on legislative and administrative activities in Washington, DC. This includes at minimum:
  - 1) Funding opportunities and updates.
  - 2) Budget updates, as well as updates on agency issues or policies related to funding.
  - 3) Summary information on legislators, key staff contacts, and committee positions as well as key agency administrators and their contact information.
  - 4) Submitted at the beginning of each calendar year, a yearly summary of advocacy efforts completed that support HDWD's priority projects.
- E. Attend meetings with the HDWD Board, committees, and HDWD personnel, as required by HDWD.
- F. Assist HDWD in developing strong relations with members of the Legislature and Executive Branch, including key influencers in both parties and within agencies relevant to HDWD's work.

This includes maintaining direct contact to support and advance the needs of HDWD with the legislators for maximum political impact by HDWD.

- G.** Deliver effective lobbying strategies with legislators, legislative staff, administration, relevant agency coordination, and other key stakeholders.
- H.** Maintain regular liaisons with key agencies, lobbying groups, and individuals with similar legislative needs to maximize the effect of HDWD efforts.
- I.** Assist HDWD in carrying out periodic briefings of legislators, legislative staff, relevant agencies, members of the administration and other key stakeholders.
- J.** Arrange for HDWD and representatives to participate in the legislative process including arranging or preparing for testimony, meetings, and/or written communications with legislators and others. This may include talking points and/or briefing materials as needed.
- K.** As directed, assist with legislation sponsored by HDWD. This may include necessary actions to prepare draft legislation, obtain legislative sponsorship of bills, influence committee analyses, obtain witnesses, and lobby appropriate officials and agencies as necessary to pass such bills.
- L.** Identify legislation that may be beneficial or adverse to HDWD. Maintain a system to monitor and track legislation impacting HDWD and provide a summary on a bi-monthly basis. Work with HDWD to determine its position and provide strategy and actions to carry out its position.

## **B. REFERENCE MATERIALS**

The following information and documents related to this RFP are incorporated herein as if attached:

- Priority Project List

### C. REQUIRED FORMS INCORPORATED BY REFERENCE

**If proposer is unable to provide the documents in this appendix as denoted, proposer should NOT submit a proposal to HDWD:**

- Items denoted with an asterisk (\*) shall be provided in the proposal.
- Items denoted with an obelisk (†) shall be provided after selection as top-ranked firm.

**The following forms are incorporated herein as if attached, and available at [www.hdwd.com](http://www.hdwd.com)**

1. Exceptions to the HDWD Sample Professional Services Contract Form (optional)\*
2. Costs and Financial Documentation† – The selected proposer and all sub-consultants (as defined in RFP Section I.1.K) shall provide cost and financial documents as requested within ten (10) business days of HDWD’s notice to the firm that it is the successful proposer, including, but not limited to, the following forms or documents related to such forms:
  - W-9 Form (<https://www.irs.gov/forms-pubs/about-form-w-9>).

**D. INSURANCE REQUIREMENT FORM**

**\*\*\*PRIME PROPOSER MUST COMPLETE AND SUBMIT THIS FORM\*\*\***

**Part A – Certification**

The selected consultant and its subconsultants as defined in **Part C** under the resulting contract shall, at such firms’ own expense, obtain and maintain in effect at all times the types of insurance, as identified in **Part C**, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract. Any firm unable to meet any of the required minimum insurance coverages listed in **Part C** must complete **Part B** to request for exception to the insurance requirements. **IF SUCH EXCEPTIONS ARE NOT REQUESTED IN PART B WITH THE PROPOSAL, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED AND WAIVERS WILL NOT BE CONSIDERED AT A LATER TIME.** This form must be completed and submitted in its entirety.

**By signing below, you acknowledge and agree to provide the required Proof of Insurance providing verification of the minimum insurance requirements listed in Part C within ten (10) calendar days of the execution of the resulting contract and prior to performing any work under such contract.**

HDWD RFP	Federal Advocacy Services
Authorized Signature:	
Name and Title:	
Prime Company Name:	
Date:	

**Part B – Insurance Exception Request**

Identify the name of each firm (i.e., prime or subconsultants) and the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Firm Name	Insurance Provision	Requested Insurance Exception

**Part C – Insurance Requirements for the Resulting Agreement (AGREEMENT)**

**The following additional insured and insurance coverage is required for this AGREEMENT:**

- Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$2,000,000 general aggregate, and \$1,000,000 Personal & Advertising Injury.
- Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease.
- Unmanned Aerial Vehicle Insurance (as applicable; see **Paragraph 6**) – \$1,000,000 combined single limit per occurrence.
- Professional Liability (as applicable; see **Paragraph 4**) – \$2,000,000
- Automobile Liability – \$1,000,000 combined single limit per occurrence.
- Umbrella or Excess Liability Insurance – \$1,000,000
- Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention.
- Additional Insured – HDWD and its respective officers, employees, and agents.
- Cyber and Privacy Insurance (if checked, **Paragraph 7** applies hereto) – **\$1,000,000**

**The insurance requirements for this AGREEMENT, including coverage limits and additional insured, are described herein.** CONSULTANT and its sub-consultants, vendors, and subcontractors of all tiers (excluding providers of products or services classified as direct expenses in this AGREEMENT) (collectively referenced as “sub-consultants” herein) shall carry and maintain all such insurance coverage throughout the entire term of this AGREEMENT, except as may be specified elsewhere in this appendix. Requests for waivers to any of the insurance requirements set forth in this AGREEMENT with respect to the CONSULTANT or any sub-consultant shall be submitted in writing to HDWD prior to the start of work or costs incurred by the CONSULTANT or such sub-consultant. HDWD will review any insurance exception requests and may issue written approval of such waivers at its discretion. All policies will be issued by insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better. The insurance requirements as to the types of limits of insurance coverage, to be maintained by CONSULTANT and its sub-consultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify HDWD, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from HDWD’s sole negligence or willful acts.

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General

Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to HDWD) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the HDWD, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the HDWD has received a waiver of subrogation from the insurer.

Professional Liability - (Also known as Errors & Omission – \*Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the HDWD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the HDWD.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

Additional Insured Status: HDWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respect to the HDWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by HDWD, its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the HDWD.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the HDWD. The HDWD may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or HDWD.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by HDWD.

Verification of Coverage – Consultant shall furnish the HDWD with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the HDWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The HDWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that HDWD its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Contractual considerations:

Professional Services – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

If Technology Vendor Provider - include:

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Proof of Insurance.

CONSULTANT’s Insurance. CONSULTANT shall provide insurance certificates and policy endorsements (collectively, “PROOF OF INSURANCE”) evidencing CONSULTANT’s policies described in this Article I, Section E to HDWD within ten (10) calendar days of the execution of this AGREEMENT. Neither CONSULTANT nor any of its sub-consultants shall perform any

work under this AGREEMENT prior to HDWD's receipt of all required proof of insurance for CONSULTANT.

Sub-consultants' Insurance. CONSULTANT shall provide PROOF OF INSURANCE with respect to professional liability coverage for each sub-consultant required to carry such insurance under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such sub-consultant. Notwithstanding the foregoing, CONSULTANT need not provide PROOF OF INSURANCE for any sub-consultant(s) whose aggregate anticipated compensation under this AGREEMENT is less than the greater of (i) fifty thousand dollars (\$50,000) or (ii) five percent (5%) of the aggregate compensation payable hereunder.

PROOF OF INSURANCE Standards. All PROOF OF INSURANCE shall provide for not less than thirty (30) calendar days' prior written notice to HDWD of any cancellation, non-renewal, or material change of coverage in the policy or policies and shall further provide that HDWD will not be responsible for any premiums or assessments on any policy. At least five

(5) business days prior to the expiration date of any policy of insurance carried by CONSULTANT or any subconsultant for which CONSULTANT must provide PROOF OF INSURANCE hereunder, CONSULTANT shall provide PROOF OF INSURANCE confirming that the policy has been extended or a replacement policy has been obtained. If any PROOF OF INSURANCE is not provided in a timely manner as provided in this Paragraph 9, HDWD shall withhold twenty-five percent (25%) of all payments made to CONSULTANT until such document(s) are provided to HDWD.

Maintenance of Insurance. If CONSULTANT fails to maintain all insurance required by this AGREEMENT, HDWD, at its option, may order the CONSULTANT to suspend work at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to HDWD confirming that all required insurance policies are in effect. If any sub-consultant fails to maintain the professional liability insurance required by this AGREEMENT, HDWD, at its option, may order the CONSULTANT to suspend work by said sub-consultant at CONSULTANT's expense until such time as CONSULTANT provides PROOF OF INSURANCE to HDWD as evidence that the sub-consultant's professional liability insurance policy is in effect.

Subconsultants' Insurance Requirements. The provisions of this appendix are applicable to all sub-consultants hereunder, regardless of tier and subcontract amount. Except as provided in Paragraph 9 above, CONSULTANT is solely responsible for ensuring that each sub-consultant carries and maintains insurance that meets the above specifications, or confirming that each sub-consultant has been added to the CONSULTANT's applicable policy as an additional name insured if said policy allows such addition, prior to such sub-consultant performing any work under this AGREEMENT, and thereafter so long as such sub-consultant is performing work under this AGREEMENT. Any failure to properly monitor all sub-consultant's insurance coverage will constitute negligence on the part of CONSULTANT and subject to CONSULTANT's indemnity obligations pursuant to Article I, Section D of the AGREEMENT.