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Plant Operations, Mel Liebmann  
Collections/Safety/Maintenance, Greg Pease  
Engineering, Michael P. Cortez  
Administrative Services, Dale McDonald

**DISTRICT BOARD**  
Megan Clark  
Craig K. Murray  
Judy Schriebman  
Crystal J. Yezman

# REQUEST for PROPOSALS for Human Resources Consulting Services

*Friday, December 3, 2021*

**\*Proposals due at 2:00 p.m. on  
Monday, January 3, 2022 \***

LAS GALLINAS VALLEY SANITARY DISTRICT  
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**1 INTRODUCTION**

Las Gallinas Valley Sanitary District (LGVSD) is a small public agency organized under the Health and Safety Code of the State of California. LGVSD is located in the Las Gallinas Valley between central San Rafael and Novato. The District provides sewage collection, treatment, disposal, and wastewater recycling services, as well as manages the refuse hauling and recycling services franchises. It is an independent district, formed in 1954 as a special district of the State of California. It serves 30,000 customers in the northern San Rafael area and manages approximately 105 miles of collection lines. LGVSD has 24 employees, consisting of both represented and unrepresented employees, and an annual operating budget of \$11.3 million and a capital improvement budget of \$25M. Fiscal year is July 1 to June 30.

**1.1 General Information**

LGVSD is seeking the professional support of a firm knowledgeable in Human Resources (HR) to support LGVSD in fostering a positive culture, recruitment, investigations of employee complaints, review of counseling actions of employees, legal compliance, managing employee relations, and other related duties. The selected vendor will have a contract for the next two years, with a possibility of extension.

All proposals must be received at Las Gallinas Valley Sanitary District, 101 Lucas Valley Road, Suite 300, San Rafael, CA 94903 by **2:00 p.m. on Monday, January 3, 2022**. Please refer to Section 3, Proposal Format and Section 5, Proposal Due Date and Delivery for details.

Proposals received after the deadline will not be considered. Mailed proposals must be sealed, and the envelope or email header must be clearly marked with the name of the proposer and the words “**Response to RFP – Human Resources Consulting Services**”. This RFP and the successful Proposer’s response will be included in any contract awarded from this RFP; modifications will be determined by and between LGVSD and the successful Proposer. LGVSD reserves the right to accept or reject any or all proposals.

**1.2 Background**

HR duties have always been part of LGVSD’s Administrative Department. In 2019, there arose a need to augment HR services to provide non-transactional HR services. In 2020, an HR consultant was brought on board to work closely with the management to support improvements in HR services at the District. District employees are represented by Operating Engineers Local No. 3 (OE3) and there is a standing Labor Management Committee that meets regularly to address union related employment issues.

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In June of 2017, LGVSD partnered with FutureSense, a management consulting and professional services firm, to better understand the LGVSD organizational climate through a discovery process. This was a comprehensive review including interviews of staff and board, an electronic survey instrument and focus groups, as necessary. Follow up climate studies were undertaken with recommendations to support the progress of LGVSD in fostering a positive and collaborative culture. The latest cultural assessment report was completed in November 2, 2021.

The current HR Consultant works on site once a week and is available for additional assistance as needed over the phone/email during the week. The Consultant provides support with recruitment, HR engagement with staff, provide HR guidance to management, special projects, and employee relations.

LGVSD is looking to expand HR support to two dedicated days a week, with at least one day a week on site alternating between two locations, the District office and treatment plant. The support LGVSD is seeking is in these principal areas of scope including recruitment, investigations of employee complaints, review of counseling, legal compliance, employee relations, and other duties as outlined below.

## **2 SCOPE OF SERVICES**

LGVSD anticipates a project scope that includes activities outlined below; however, proposers should develop a plan of work they believe will most effectively meet LGVSD's objectives.

### **2.1 Assist in Implementing Recommendations in Climate Assessment Reports**

Support the evolving culture at LGVSD by assisting in implementing recommendations, which include but are not limited to, the following:

- Support staff growth and advancement, identify and implement professional developmental and training opportunities
- Develop talent management strategy and succession planning
- Support development of performance reviews, i.e. 360 reviews for managers
- Develop organizational scorecard of operational functions; i.e. check lists to ensure annual reviews are being conducted, staff recognition benchmarks are being met, updated quarterly for presentation to management

### **2.2 Recruitment**

Recruitment services of various positions to be filled as needed. The HR Consultant would work with the LGVSD Administrative/Financial Specialists over the recruitment period. Generally, the goal is to have an offer of employment made by the end of 8 weeks after the initial meeting with LGVSD staff and on-boarding under way by the end of 12 weeks. LGVSD has 24 employees and is anticipated to grow to 29 employees over the next year. LGVSD's standard recruitment process is as follows:

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- Meet with key decision makers to develop ideal candidate profile
- Write or adapt job description and determine or confirm salary range, management to obtain Bboard approval if required
- Develop and implement recruitment and advertisement strategy
- Develop (or modify existing) job flyer
- Advertise in appropriate locations, including social media and specialized job boards
- Conduct initial screening and ranking of candidates with hiring manager
- Review application packets and assess candidates with management
- Manage the interview process, including developing questions and scoring mechanisms
- Where necessary, conduct skills testing
- Check references and conduct background checks
- Other recruitment tasks as necessary

**2.3 Compensation Study and Assistance with Benchmark Classifications**

The last classification and compensation study that was agency wide was completed by outside consultants in December 2020. The current MOU with OE3 expires in June of 2023. As there was a recent equity adjustment with the recent MOU, full compensation study will most likely not be required for 2-4 years but HR consultant may be asked to perform “one-off” internal compensation studies prior to June 2023 MOU expiration. Additionally, throughout the year there be a need for an individual position compensation study. The Administrative Services Manager would arrange the timeline for this task when needed.

**2.4 Legal Compliance**

Ensure compliance with federal, state, and local laws and regulations related to employment and internal policies and procedures. Be knowledgeable about HR laws and regulations pertinent to public agencies under the general law, provide interpretation, and applicability to LGVSD. Provide suggestions and recommendations regarding areas that need to be addressed. The District receives HR legal support from Liebert Cassidy Whitmore (LCW) as needed and the HR consultant may be asked to coordinate with LCW as needed.

**2.5 Other HR Functions and Support As Needed**

Other HR functions and support that are needed include, but not limited to, investigations of complaints by employees, reviewing of counseling or other disciplinary actions, memos, etc., training or coaching of staff in HR areas as needed, policy or procedure writing, update and/or review, and special projects - e.g. updating CalPERS resolution.

**2.6 Deliverables**

LGVSD expects the consultant to be onsite at least once a week for no less than 6 hours each day and be available through phone, remote video conference, or email as needed throughout the week. LGVSD prefers having set hours of availability for

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at least two days a week. LGVSD expects the consultant to answer emails within 24 hours. LGVSD anticipates the consultant to spend no more than 20 hours per week addressing the functions listed in Sections 2.1 to 2.5 above.

### **3 PROPOSAL FORMAT**

#### **3.1 Approach / Methodology**

Provide a brief description, in a fashion that shows your understanding and ability, of how you intend to approach and/or accomplish each item listed in the scope of services. You may include suggested alternatives or additions to tasks and expectations listed in scope of services.

#### **3.2 Professional Qualifications and Experience**

Provide a description of professional qualifications including relevant background experience working with public agencies.

Provide three client references with phone numbers for similar services of similar scope provided by the Proposer within the past five years. A minimum of two references must be from a public agency. Specify the client, location, Proposer's project team, scope of work, and an example of similar work performed. Please provide any relevant samples (maximum of three total, i.e. recruitment flier, compensation study, etc.).

#### **3.3 Firm Organization and Project Team**

The proposal should include information about the Proposer's organization, including but not limited to: type of ownership (sole proprietor, partnership, corporation, etc.), number of years in business, listing of primary services provided, and size of firm.

The proposal should identify key personnel proposed and roles for this project. Include biographies and experience on similar projects.

It is expected that the key personnel proposed have experience working with public agencies and should possess skills using programs in the Microsoft Office Suite (Word, Excel, PowerPoint, and Outlook).

#### **3.4 Proposed Project Schedule**

The proposal will include a projected schedule for items listed in scope of work. The services are anticipated to start on February 14, 2022.

#### **3.5 Proposed Costs**

Indicate hourly rate, and the estimated hours to complete the projects listed in the scope. Include any additional costs for projects or tasks you may feel will be helpful that are not listed in the RFP.

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Please note: LGVSD will not cover travel expenses.

#### **4 SELECTION PROCESS**

##### **4.1 Qualifications**

All proposals received by the deadline will be evaluated by LGVSD. Only information which is received in response to the RFP or any subsequent interview will be evaluated. LGVSD will judge the responses of each proposing firm in the several critical areas. Selected proposers will be invited to an oral interview on January 18, 2021.

##### **4.2 Selection Criteria**

LGVSD will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and criteria that are listed below at a minimum:

1. Mandatory Elements (20%)
  - a. Experience in Government/Public Agency HR Services
  - b. Adherence to Instructions on Preparing and Submitting Proposal
2. Technical Quality (50%)
  - Expertise and Experience
    - a. Firm's Past Experience and Performance on Comparable Engagements
    - b. Quality of Firm's Personnel Assigned to the Engagement
    - c. Experience with Represented Employee Groups
  - Work Plan Approach
    - a. Demonstrated Understanding of the Scope of Work
    - b. Sequencing of the Proposed Work
    - c. Adequacy of Proposed Staffing Plan for Various Segments of Engagement
3. Cost of Proposal (30%)
  - a. Proposed Fees
  - b. Additional Value Added

While LGVSD desires to achieve the most cost-effective services, the emphasis is on the ability to best meet the needs stated in this RFP, and not necessarily the lowest cost proposal.

##### **4.3 Proposed Selection Process and Project Schedule**

###### **4.3.1 Selection Process**

Staff will recommend to the General Manager the Proposing Firm who achieved the most points during the evaluations of proposals by the evaluation team.

###### **4.3.2 Project Schedule**

RFP Solicitation Package Released  
Written Inquiry Submissions Due

December 3, 2021  
December 15, 2021 (on or before)

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LGVSD Response to Written Inquiries	December 22, 2021
<b>Proposals Due</b>	<b>January 3, 2022 by 2:00 PM</b>
Proposal Evaluations	Week of January 3, 2022
Consultant Interviews	January 18, 2022
LGVSD Decision and Award of Agreement	February 3, 2022 ( <i>anticipated</i> )
Start of Consulting Services & Kick-off Meeting	February 14, 2022 ( <i>anticipated</i> )

**4.3.3 Contract and Other Required Documents**

By February 10, 2022, the successful Proposer shall submit the following documents to LGVSD:

1. A Consultant Services Agreement executed in duplicate. (A sample agreement is attached to this Request for Proposals, and its terms and conditions are incorporated by reference).
2. Evidence of the required insurance coverage.

Failure of the successful Proposer to make a timely submission to LGVSD may result in a rescission of acceptance of the proposal by LGVSD and award of contract to another proposer.

**4.3.4 Disclaimer**

This RFP does not commit LGVSD to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

LGVSD reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

LGVSD may require the Proposer to submit additional data or information LGVSD deems necessary to substantiate the costs presented by the proposer. LGVSD may also require the proposer to revise one or more elements of its proposal in accordance with contract negotiations.

LGVSD reserves the right to evaluate proposals for a period of 90 days before deciding which proposal, if any, to accept.

**4.4 Award of Agreement**

It is expected that the Board of Directors will award an agreement for services on February 3, 2022, authorizing the LGVSD's Acting/Interim General Manager to execute the agreement upon receipt of signed contract and required documents per section 4.3.3.

**PLEASE NOTE:** LGVSD does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. Monthly invoices may be submitted to LGVSD for work completed and at the

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satisfaction of LGVSD. LGVSD reimburses direct expenses only at actual cost – not cost plus some percentage or markup.

**5 PROPOSAL DUE DATE AND DELIVERY**

Proposal must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Proposals should be printed double-sided; expensive bindings, colored displays or promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Email proposals will be accepted in PDF file format.

The proposals are to be delivered by email to [dmconald@lgvsd.org](mailto:dmconald@lgvsd.org) or via mail to Las Gallinas Valley Sanitary District, 101 Lucas Valley Road, Suite 300, San Rafael, CA 94903.

All proposals are to be clearly marked with the words “**Response to RFP – Human Resources Consulting Services**,” and should be submitted/received by: **2:00 p.m. on January 3, 2022.**

Proposals will not be accepted after the deadline. Faxed proposals will **not** be accepted.

**6 CONDITIONS OF REQUEST**

**6.1 General Conditions**

LGVSD reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, LGVSD makes no representations that any agreement will be awarded to any professional submitting a proposal. LGVSD reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. LGVSD also reserves the right to reject any sub-Consultant or individual working on a Consultant team and to replace the sub-Consultant or individual with a mutually acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

**6.2 Liability of Costs and Responsibility**

LGVSD shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or professional responding to the request. The person or professional responding to the request shall hold LGVSD harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or professional. All submitted material becomes the property of Las Gallinas Valley Sanitary District.

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The selected lead Consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their professional abilities. The selected lead Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

**6.3 Validity**

The proposing firm agrees to be bound by its proposal for a period of 90 days commencing January 3, 2022, during which time LGVSD may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

**6.4 Professional Services Agreement**

A sample LGVSD Professional Services Agreement has been provided in the Appendix for the proposing firm's review and comment. If a proposing firm wishes to take exception to any of the terms and conditions contained in the Professional Services Agreement, these should be identified specifically; otherwise it will be assumed the Proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for LGVSD disqualifying a proposing firm. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, LGVSD will consider that all items offered are in strict compliance with the RFP, and the successful proposing firm will be responsible for compliance. LGVSD will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The Professional Service Agreement will not be executed by LGVSD without first being signed by the proposing firm.

**6.5 Oral and Written Explanations**

LGVSD will not be bound by oral explanations or instructions given at any time during the review process or after the award. Written inquiries regarding the details of the RFP must be submitted to Dale McDonald, Administrative Services Manager, via email at [dmconald@lgsd.org](mailto:dmconald@lgsd.org), on or before December 15, 2021. LGVSD will post written questions and responses on LGVSD's website on December 22, 2021 at: <http://www.lgsd.org>.

**6.6 Proposer's Representative**

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

**6.7 Insurance**

All proposing firms should meet and maintain the minimum insurance requirements for the length of the agreement. See Exhibit D of the provided sample contract for specific details regarding insurance requirements.

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**Appendix A**



**SAMPLE ONLY – DO NOT SIGN**  
**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT  
FOR CONSULTATION AND PROFESSIONAL SERVICES**

\_\_\_\_\_ **SERVICES for**  
\_\_\_\_\_ **PROJECT**

(JOB NO. \_\_\_\_\_)

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **LAS GALLINAS VALLEY SANITARY DISTRICT** (hereinafter referred to as “District”), and \_\_\_\_\_, whose address is, \_\_\_\_\_ hereinafter referred to as “Consultant”);

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

**General**

DISTRICT engages CONSULTANT to furnish the services hereinafter mentioned upon the covenants and conditions of this Agreement, at the compensation herein stipulated, and CONSULTANT accepts said engagement upon said terms.

**The Initial term of this agreement** shall be from the date approved by the Board of Directors of the District or by an authorized person representing the District, the General Manager, until \_\_\_\_\_, subject to early termination by either party as outlined in Section 20 of this agreement.

**Duties of Consultant; Services to be Performed by Consultant**

CONSULTANT shall perform such duties and services as are listed on **Exhibit A** attached hereto, and is hereby referred to and made a part hereof by reference. Said services shall be completed according to the time schedule contained in **Exhibit A**.

**Services or Materials to be Performed or Furnished by District**

DISTRICT shall perform such services or furnish such materials to CONSULTANT in connection with this Agreement as are set forth on **Exhibit B**. If there are no entries on said **Exhibit B**, DISTRICT, shall not be required to provide any services or furnish any materials to

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CONSULTANT. Unless otherwise provided on **Exhibit B**, all said services and materials to be furnished by DISTRICT will be without cost to CONSULTANT.

**Payment by District: Time and Manner of Payment**

DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on **Exhibit C**. CONSULTANT agrees to accept said sum as full compensation for all services due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed \_\_\_\_\_ (\$\_\_\_\_\_ **U.S. Dollars**). This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Work), for \_\_\_\_\_ **Project**, and CONSULTANT has accurately determined the price of those tasks.

**Authorization To Perform Services**

The CONSULTANT is not authorized to perform any services, or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the DISTRICT.

**Additional Work**

CONSULTANT shall be entitled to extra compensation for services or materials not otherwise required under this Agreement or described in **Exhibit A**, provided that DISTRICT shall first have identified the services or materials as extra, and requested such extra services or materials in writing, but in no event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT.

**Professional Skill**

CONSULTANT represents that it is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications that are legally required for CONSULTANT to practice its profession and that CONSULTANT shall, at its sole cost and expense, keep all such licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession in effect. DISTRICT relies upon the skill of CONSULTANT to do and perform its work in a skillful manner, and CONSULTANT agrees to thus perform its work, and the acceptance of its work by DISTRICT shall not operate as a release of CONSULTANT from said Agreement. For purposes of this Agreement, "skillful manner" shall mean the standard of care prevailing in the industry in the San Francisco Bay Area during the term of this Agreement.

**Equal Employment Opportunity**

CONSULTANT shall not discriminate against any employee or applicant for employment and shall comply with the provisions of Section 12940 of the Government Code.

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**Compliance with Laws**

CONSULTANT shall comply with all federal, state and District laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. Any suit or action by either party shall be brought in the Superior Court for the County of Marin, California. The laws of the State of California shall govern this Agreement.

**Labor Compliance**

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California.

The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Agency’s principal office, which shall be available to any interested party upon request.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

**Independent Contractor; Not An Agent**

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contributions and/or employee contributions for PERS benefits.

Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent or pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

**Time**

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

**Indemnity**

CONSULTANT agrees to indemnify and save harmless and defend with counsel acceptable to DISTRICT, the DISTRICT, its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, suits, actions, costs, expenses, claims, causes of action and damages (including costs of defense) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by recklessness, the willful misconduct or negligent acts or omissions of CONSULTANT, its officers, employees, agents, consultants, subcontractors or any officer, agent or employee thereof but excluding liabilities due to the active negligence of the DISTRICT. By execution of this Agreement, CONSULTANT acknowledges and agrees that CONSULTANT has read and understands the provisions hereof and that this paragraph is a material element of consideration. DISTRICT and CONSULTANT agree that this Agreement is consistent with Section 2782.8 of the Civil Code.

**Insurance: Public Liability, Workers' Compensation, Errors and Omissions**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in

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connection with the performance of the work hereunder by the CONSULTANT, its officers, subcontractors, agents, representatives, or employees.

CONSULTANT shall be required to meet all District Insurance Requirements. See **Exhibit D** for District Insurance Requirements.

**Consultant Professional Team**

CONSULTANT shall provide and maintain the professional team to perform and furnish the materials in connection with this Agreement whose names and capacities are set forth on **Exhibit E**. In the event that any member of said team shall leave the employ of CONSULTANT or be transferred to another office of CONSULTANT, CONSULTANT shall so advise DISTRICT and replace that member with a new member who is competent to perform the required work and who shall be satisfactory to DISTRICT. Such other agents or employee contractors or subcontractors not listed on **Exhibit E** as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

**Notices**

Unless otherwise provided herein, all notices required hereunder shall be given by certified mail, postage prepaid and addressed to the party at the address indicated in the opening paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by personal delivery to the party at said address.

**Title to Documents**

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of DISTRICT provided, however, that CONSULTANT may provide DISTRICT with legible photostatic copies thereof in lieu of the originals upon approval by DISTRICT representative. All such material and documents shall remain confidential and may not be divulged, published or shared by CONSULTANT without the prior written consent of DISTRICT. Any plans and specifications shall bear the name of the CONSULTANT together with his certificate number, if any. If CONSULTANT'S working papers or product includes computer generated statistical material, CONSULTANT shall provide the material including the data base upon which it is based to DISTRICT in a mutually agreed upon computer machine-readable format and media.

**Assignment**

Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party in writing.

**Termination**

Without limitation to such rights or remedies as DISTRICT shall otherwise have by law, DISTRICT shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to CONSULTANT. This Agreement may also be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in

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accordance with this agreement through no fault of the other or if the project is stopped by conditions beyond the control of the DISTRICT.

In addition to terminating this Agreement if CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT'S remedies shall include, but not be limited to:

Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;

Retain a different consultant to complete the work described in **Exhibit A** not finished by CONSULTANT; and/or

This description of DISTRICT's remedies does not otherwise limit DISTRICT's remedies at law or equity.

**Consultant Nondisclosure**

CONSULTANT will not directly or indirectly use (other than for the DISTRICT), publish, or otherwise disclose at any time (except as CONSULTANT'S duties may require), either during or subsequent to the performance of consulting services, any of DISTRICT's confidential information (whether or not conceived, originated, discovered, or developed in whole or in part by CONSULTANT) as defined below.

“Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as standard practice whether or not the underlying details are in the public domain, including without limitation:

Information or material that relates to DISTRICT'S inventions, technological developments, “know how”, purchasing, accounting, merchandising or licensing;

Trade secrets;

Software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and

Any information of the type described above that DISTRICT obtained from another party and that the DISTRICT treats as proprietary or designates as confidential, or is obligated to do so by virtue of a third-party agreement, whether or not owned or developed by the DISTRICT.

The obligations of confidentiality imposed herein will not apply to confidential information that:

a. Is or has been generally available to the public by any means, through no fault of CONSULTANT and without breach of these provisions.

Is or has been lawfully disclosed to CONSULTANT by a third party without an obligation of confidentiality being imposed upon CONSULTANT.

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Has been disclosed without restriction by the DISTRICT or by a third party owner of confidential information.

Was required to be disclosed pursuant to law.

CONSULTANT agree to deliver to DISTRICT promptly on request, or on the date of termination of CONSULTANT'S services, all documents, software, including any copies, and other materials in CONSULTANT'S possession pertaining to the business of DISTRICT and originating with the DISTRICT that came into CONSULTANT'S possession.

The disclosure of confidential information shall not be construed as granting either a license under any patent, patent application or any right of ownership in said confidential information.

CONSULTANT acknowledges and agrees that in the event of a breach or threatened breach of any provisions of this Agreement, the DISTRICT shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

**No-Waiver; Construction**

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

**Mediation**

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

**Attorney's Fees**

If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

**Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DISTRICT and CONSULTANT survive the termination of this Agreement.



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Signature

Date

By \_\_\_\_\_  
Print Name Title

NOTE: The following exhibits are hereby incorporated into this agreement by this reference:

- Exhibit A: Consultant Services (Scope of Work)
- Exhibit B: Services or Materials to be Performed or Furnished by District
- Exhibit C: Payment Schedule
- Exhibit D: District Insurance Requirements
- Exhibit E: Consultant Team

SAMPLE

**Exhibit A**

**Consultant Services (Scope of Work)**

SAMPLE

**Exhibit B**

**Services or Materials to be Performed or Furnished by District**

SAMPLE

**Exhibit C**  
**Payment Schedule**

SAMPLE

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**Exhibit D**

**Insurance Requirements**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries 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 subcontractors.

*MINIMUM SCOPE OF INSURANCE*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** 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. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

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

*Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be 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 Entity.**

***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or 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 endorse to provide, that the self-insured retention may be satisfied by either the name insured or Entity.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. 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 work.

***Verification of Coverage***

Consultant shall furnish the Entity with original 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 Entity before work commences. However, failure to obtain the required documents prior to the work beginning

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shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Sub Contractors**

Consultant shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

*Note: Professional liability insurance 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, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

SAMPLE

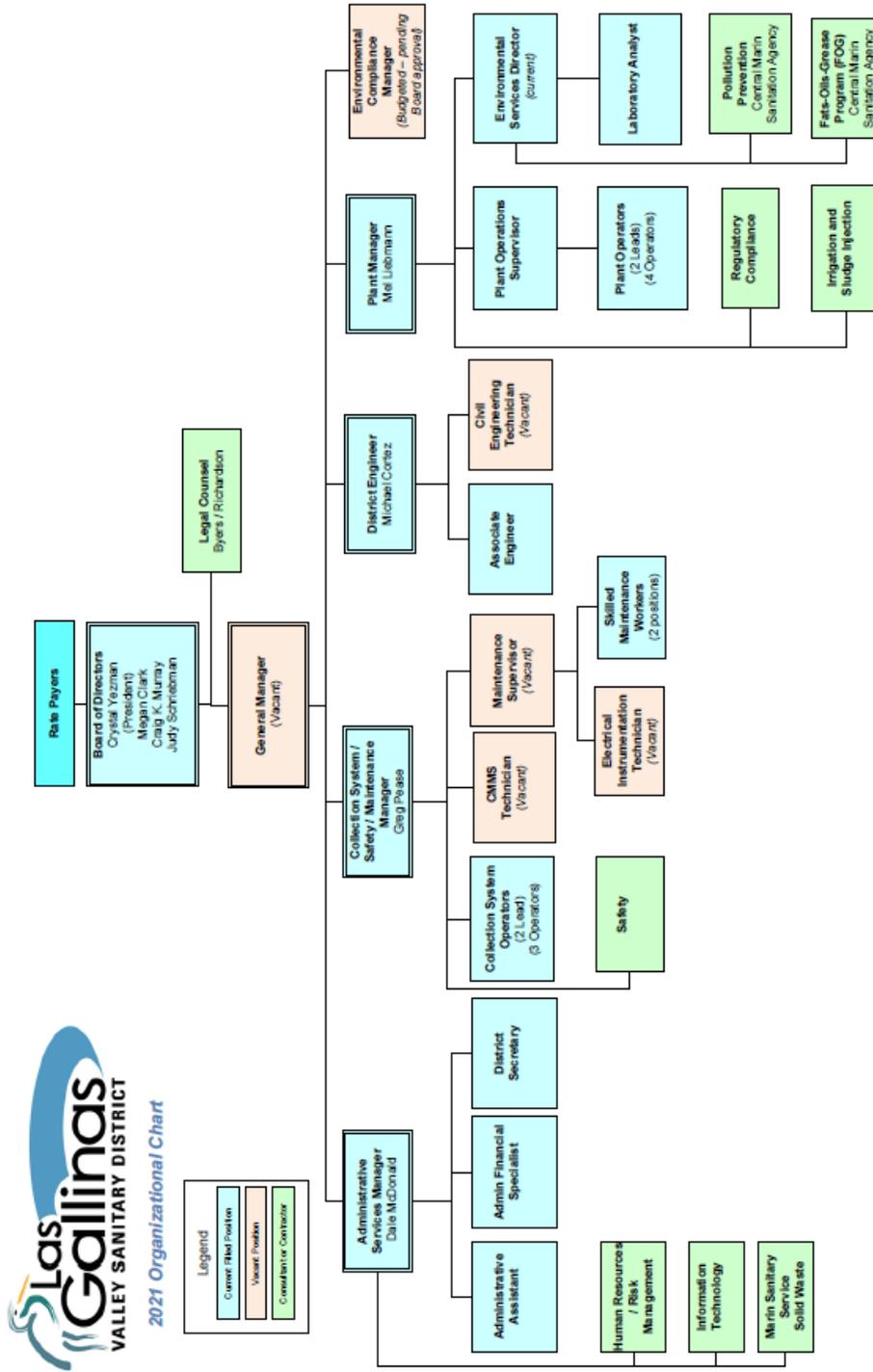
**Exhibit E**  
**Consultant Team**

**END OF SAMPLE CONTRACT**

SAMPLE

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**ATTACHMENT B:  
ORGANIZATIONAL CHART**



12/3/2021

