

ALDERWOOD WATER & WASTEWATER DISTRICT
Leadership Development Training and Coaching
REQUEST FOR PROPOSALS

I. INTRODUCTION

- A. This Request for Proposals ("RFP") outlines the information necessary to understand the selection process and the required documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Proposers shall email the Submittal to the Tina Holmes at tholmes@awwd.com no later than 9:00 a.m. on April 17, 2024, after which time they will be reviewed and evaluated.
 2. The District may, at its option, contact a Proposer and ask clarifying questions concerning the Proposer's Submittal.
 3. At the District's option, the District may conduct interviews with Proposers qualifying as finalists.
- B. The District is requesting proposals for consultation and development of a District-wide Leadership training program. The District would like each respondent to include in their response: the approach they will take to assessing current communication and leadership at the district, how they will train Management and Lead staff, and the benefits that their approach will return to the District including, but not limited to, improved moral, increased leadership effectiveness, and succession planning for future leadership and how they will sustain their training over time.
- C. The successful respondent will provide a detailed outline of how they will assess the current skill level of District leadership teams in the following key areas; communications skills, emotional intelligence, conflict resolution, and performance management. The District wishes to establish a relationship that provides a single point of contact for all support necessary for the project.
- D. The successful respondent should have the capacity to tailor a training plan to meet the specific needs of The District. The training plan should be inclusive of all leadership aspects including managing employee effectiveness, steps for motivating and coaching employees, delivering performance feedback, change management, skills for resolving interpersonal conflict, and emotional intelligence and trust building.
- E. It is the intent of the Request for Proposal that the responder shall provide a complete solution. The vendor in partnership with District staff shall provide all design, planning, training materials, training, and feedback gathering. District staff will act in oversight and advisory positions.
- F. The vendor is also expected to provide a comprehensive training plan for all employees. This plan should include tailored training for emerging leaders in the organization, development for mid-level managers, and coaching for senior leadership.
- G. The vendor is expected to provide a train-the-trainer session to the District's

Human Resources staff to ensure that after the initial training has concluded the training can continue to be sustainable solution to Districts staff.

II. PROJECT BACKGROUND STATEMENT OF WORK

A. District Overview

The Alderwood Water & Wastewater District (AWWD or District) is located in South Snohomish County, Washington, and encompasses approximately 45 square miles. A Board of Commissioners form of government administers the District with five elected Board members. The District's approximately 160 regular full-time employees provide water and sewer services to customers in the service area. The District's Leadership team is comprised of approximately 40 Directors, Managers and Leads. The District also provides wholesale water services to other agencies in the surrounding area.

The District locations are:

- Administration Building: 3626 156th St. SW, Lynnwood (1 Building)
- Maintenance & Operations Building: 15204 35th Ave. W., Lynnwood (3 Buildings)
- Picnic Point Wastewater Treatment Plant: 6315 Picnic Point Road (1 Building)

B. Background Information

Alderwood Water & Wastewater District has offered leadership development and training in varying degrees for years. In the last 5 years, the district has undergone significant change in staff and leadership. The primary goal of providing a comprehensive leadership program is to enhance the competencies of all formal and informal District leaders. Overall, helping them be more effective on the job. This goal is realized by strengthening the emotional and social intelligence of technically proficient leaders through development of key leadership competencies: Communication, Leadership, Performance Management, and Technical Skills.

C. Scope

AWWD is seeking to partner with an established Organizational Development Consultant firm to design training curriculum to be delivered primarily by Alderwood trainers. If your company has curriculum relevant to Alderwood leadership development program, please respond to this request for proposal.

It is the intent of these specifications, terms, and conditions to describe the services required for this leadership development program. This program will be offered to all AWWD employees within a cascading leadership development competency framework.

Below is a description of the competency areas as well as skills that we would like covered in each area:

- **Communication** is the ability to engage in two-way conversations and communicating to team(s) to provide guidance, direction, inspiration, motivation, and/or understanding. Below are some of the key skills covered in this competency:
 - Emotional Intelligence
 - Inspiring a Shared Vision
 - Resolving Conflicts
 - Employee Recognition
 - Understanding Communication Styles
- **Leadership** is the ability to influence individuals or groups towards specific action.

Below are some of the key skills covered in this competency:

- Strategic Workforce Planning and Defining Roles and Responsibilities
- Modeling the Way and Setting an Example
- Building Inclusive, Diverse and High Performing Teams
- Leading and Managing Change and Innovation
- **Performance Management** is the ability to use communication and leadership skills to accomplish shared goals and objectives. Below are some of the key skills covered in this competency:
 - Setting Direction and Workforce Planning
 - Coaching Team Members
 - Providing Performance Feedback
 - Increasing Employee Accountability
- **Technical Skills** are related to the leader's specific area of professional training and technical areas of administrative management (HR, Finance, Security, Emergency Response, Business Continuity, Safety etc.) required of leaders to successfully lead teams and solve problems. Below are some of the key skills covered in this competency:
 - Overview of Human Resources
 - Behavioral Interviewing
 - Understanding Fiscal Systems and Budgeting
 - Business Acumen

The successful proposer will provide customized training content and material(s) that will allow the District to access electronic files of learning content, facilitator guides, and supporting learning resources. The learning content should include classroom instructor-led designs, and if the District identifies a need, self-paced online modules may be considered. The content would be delivered via the Districts Learning Management System – NEOGOV. More detail about these specifications is included in the following Proposer Qualification section.

D. Proposers Minimum Qualifications

1. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing leadership development training programs in instructor-led, virtual, and web-based formats for at least three (3) years.
2. Proposer should have the required certifications, authority, or expertise to provide the training curriculum.
3. Proposer shall possess all permits, licenses, and professional credentials necessary to

perform services as specified under this RFP.

III. PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.

The procurement of this Leadership Development Training will be in accordance with applicable District, federal, state and local laws, regulations and procedures. The District reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by the District.

2. Clear & Concise Submittal. Proposers are discouraged from submitting lengthy Submittals. The District requests that Submittals be concise and clearly written containing only essential information. Submittals are limited to twelve (12) pages front and back.

3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.

4. Public Disclosure. Once in the District's possession, Submittals **will** become property of the District and considered public documents under applicable Washington State laws. Selection or rejection of a response does not affect the District's obligation to disclose.

5. Waiver of Minor Administrative Irregularities. The District reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

6. Single response. A single response to the RFP may be deemed a failure of competition, and in the best interest of the District, the RFP may or may not be cancelled.

7. Proposal rejection. The District reserves the right to reject any or all proposals at any time without penalty.

8. Withdrawal of proposals. Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

9. Non-endorsement. As a result of the selection of a vendor to supply products and/or services to the District, the District is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of the District.

10. Proprietary proposal material. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the District will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

11. No obligation to buy. The District reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the

District to purchase.

12. Error in proposals. The District will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The District reserves the right to make corrections or amendments due to errors identified in proposals by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

When, after the opening and tabulation of the proposals, a Respondent claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP contact will review the work sheets and if the RFP Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Respondent may be relieved of his/her proposal.

13. Bid bond. A bid bond is not required.
14. Performance bond. A Performance Bond is not required.
15. Response information. Information regarding this Request for Proposals, including any addenda, is available by contacting the RFP Contact.
16. Addenda. Vendors are responsible for checking the District's website for the issuance of any addenda prior to submitting a response. The address is www.awwd.com .

B. Protests

1. Time to File a Protest.
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than **five** (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: Alderwood Water & Wastewater District, 3626 156th Street SW, Lynnwood, Washington 98087, Attention: Human Resources Manager. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Human Resources Manager shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Human Resource Manager's decision shall be considered the final action by the District.
4. Compliance with Protest Process. Failure to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by the District.

5. Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a lawsuit against the District, a prospective Proposer or a Proposer shall comply with the Protest Procedures defined herein.
6. Venue: By responding to this RFP and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of Snohomish County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below and is subject to change:

<u>Date</u>	<u>Selection Process</u>
April 17, 2024	Submittals Due (9:00 a.m.)
April 29th	Select Finalists
Early May	Interview, if necessary
Mid-May	Notice of Selection and Contract Execution

2. Notification. The District will notify appropriate firms of changes in the RFP and Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on the District web site and provided to all known firms still under consideration at the time the addendum is issued. If any firm has reason to doubt whether the District is aware of the firm's interest, it is the responsibility of the firm to notify the District to be sure that addenda are received. Mail, call or email such notice to Nikita Huson-Thompson, at Alderwood Water & Wastewater District, 3626 156th Street SW, Lynnwood, Washington 98087, 425-540-6580, nhuson@awwd.com.

D. Questions

1. Questions regarding this RFP must be emailed to nhuson@awwd.com.

E. Negotiations

1. The District will select the proposal that, in its sole discretion, is the most advantageous to the District and provides pricing which the District determines is fair and reasonable. The District reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.
2. At the completion of the selection process, the selected Proposer will enter into contract negotiations with the District. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures.
3. If the District is unable to negotiate a satisfactory contract with the firm selected at a price the District determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the District shall select the next best proposal and continue until an agreement is reached or the process is terminated.

F. Contract Terms and Conditions

A copy of the draft agreement is included as Attachment A. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions of the agreement and agrees to be bound by them.

G. Cost and Pricing Data

The project cost and payment structure shall be submitted as part of the RFP response.

H. Venue

By responding to this RFP and for the convenience of the parties, the prospective Proposer

acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of Snohomish County, Washington.

IV. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Selected Vendor shall file with the District Certificates of Insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required in accordance with the District's standard agreement. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and provides that the District receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Vendor shall notify the District at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. The Vendor shall maintain during the entire Contract period, insurance coverage at least as broad as the limits and coverage outlined in the District's standard agreement. The Vendor shall, upon demand of the District, make available to the District at Vendor's local office in all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to the District shall entitle the District to suspend or terminate the Vendor's work hereunder. Suspension or termination of the Agreement shall not relieve the Vendor from its insurance obligation hereunder.
- B. The Vendor shall obtain and maintain at a minimum the limits of insurance set forth in the Agreement. By requiring such minimum insurance, the District shall not be deemed or construed to have assessed the risks that may be applicable to the Vendor under the Agreement. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Vendor shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If, in order to meet the insurance requirements, the Vendor must rely on the insurance to be provided by one or more subcontractors, then such subcontractor(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing and shall include District and Vendor as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The District will not make any payments on work performed by subcontractors until all insurance documentation from such subcontractors have been received and accepted by the District.
- F. Provided the affected insurance policies permit the following waiver, without voiding coverage, Vendors and District waive all rights against each other to subrogation for damages covered by property insurance.

V. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Submittals. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria. The maximum points possible will follow each criterion listed. The points indicate relative weight or

importance given to each criterion. Evaluators will use the points to score each Submittal. Each evaluator will put the scores in rank order, with the highest scored Proposer 1st, the second-highest scored Proposer #2, etc. This ranking will then be totaled. From the ranking, the District intends to recommend the highest ranked Proposer to the Board of Commissioners..

Specific evaluation criteria of the submitted proposal includes, but is not limited to: required services, project management plan, answers to general questions; and cost.

- B. The District may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 100 points. The number of Proposers to participate in interviews, if any, will be determined by the District based on the recommendation of the evaluation. The District may choose to use different criteria for the interview, in which case the finalists will be notified in writing. The interview process may or may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview.
- C. If an award is made as a result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to the District with price and other factors including, but not limited to, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable memberships or certifications; presentations to the District evaluation team (if applicable); product samples; any additional criteria deemed appropriate by the District which would lend itself to establishing the Consultants viability to perform the work as outlined in this RFP.

VI. DOCUMENTATION

- A. The Proposer shall email the Submittal.
- B. The Submittal (limited to twelve (12) pages including the attachments) shall consist of the following parts:
 1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - RFP Title;
 - Proposer's name, mailing address, contact person, telephone number, and email address; and
 - Complete list of proposed subcontractors, if any.
 2. **Qualifications Statement.** The submittal shall include:
 - Firms guiding leadership philosophy.
 - General statement of the understanding of the scope of the project.
 - Description of similar completed projects
 - An approach to the project.
 - Approach to managing and completing the project.
 - Approach to communicating with the client.
 3. **Pricing Schedule**

The proposal should be no more than twelve (12) pages (front and back) including cover letter and resume(s). Proposals should address the issues above, and should include one page of information about the company, a statement of qualifications of the lead consultant and the key staff that will be assigned to work with District on developing training materials, a list of clients for whom you have completed similar consulting, as well as an outline of the project schedule and a fee proposal with estimated number of hours associated with each phase of your project schedule.

The submittal shall be presented in a clear, comprehensive, and concise manner and shall be submitted in a complete package by the prime Proposer.

**ALDERWOOD WATER & WASTEWATER DISTRICT
BUSINESS SERVICE AGREEMENT
PROJECT NAME**

THIS AGREEMENT is entered into and by Alderwood Water & Wastewater District ("District"), and CONSULTANT ("Consultant"), collectively referred to as "Parties", shall be effective upon the authorized signatures of both Parties.

NOW THEREFORE, The Parties enter into this Agreement. The term "Agreement" and "Contract" shall be used interchangeably and refer to this Agreement.

I. SCOPE OF SERVICES

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- Scope of Services Attached hereto as Exhibit A
- Payment Terms..... Attached hereto as Exhibit X
- Certificate(s) of Insurance and Policy Endorsement Attached hereto as Exhibit X
- W9 Form Attached hereto as Exhibit X

II. DURATION OF CONTRACT

This Contract shall be effective on the date executed by the District and shall terminate on DATE, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The District shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$XXX.XX, payable in the following manner:

Subject to the provisions set forth in this Agreement, the District will pay the Consultant for authorized and satisfactorily completed work and services rendered under this Agreement. No more than monthly progress payments shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall the total progress payment exceed the Total Price as defined herein, without the prior written authorization of the District through a contract amendment. In the event the Consultant incurs costs in excess of the Total Price, the Consultant shall pay such excess from its own funds

and the District shall not be required to pay any part of such excess and the Consultant shall have no claim against the District on account thereof.

- B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the District in writing failure by the Consultant to submit the final invoice and required documents will relieve from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the District may withhold any payment due the Consultant until the District is satisfied that corrective action, as specified by the District, has been completed. This right is in addition to and not in lieu of the District's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

- A. This Contract may be terminated by the District without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the District will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The District may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the District pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the District immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the District.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the District may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the District will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the District to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the District for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the District, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the District or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.52.

VI. CORRECTIVE ACTION

If the District determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the District deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The District will notify the Consultant in writing of the nature of the breach;

- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the District, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The District will notify the Consultant in writing of the District 's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the District;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the District to be insufficient, the District may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the District may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the District is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the District. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a sub-consultant or between sub-consultants that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Consultant is an independent consultant, and neither the Consultant nor its officers, agents or employees are employees of the District for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify, defend and save harmless the District and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the District all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Consultant, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the District incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition, District shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-consultants. The Consultant or sub-consultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each sub-consultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the District shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

- B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- 1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88 or its equivalent) covering **COMMERCIAL GENERAL LIABILITY** including Products and Completed Operations.

2. Professional Liability (delete if not needed):

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than, for:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$2,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$2,000,000
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$2,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the District. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the District and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:
 - a. The District, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the District, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies:
 - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the District.

F. Acceptability of Insurers

If at any time of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the District, promptly obtain a new policy, and shall submit the same to the District, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the District with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the District and are to be received and approved by the District prior to the commencement of activities associated with the Contract. The District reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under this Contract District are included under this policy.

H. Sub-consultants

The Consultant shall include all sub-consultants as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each sub-consultant. Insurance coverages provided by sub-consultants as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the District. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant, which are modified for use in the performance of this Contract.

XI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the District, which shall be attached to the original Contract.

XII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

Alderwood Water &
Wastewater District:

CONSULTANT/VENDOR:

Attn:

Attn:

3626 156th St SW

Lynnwood, WA 98087

Phone: 425-743-4605

XIII. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

Alderwood Water & Wastewater
District:

Consultant:

Signature

Signature

Name (Please type or print)

Name (Please type or print)

Title (Please type or print)

Title (Please type or print)

Date (Please type or print)

Date (Please type or print)

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – PAYMENT TERMS

EXHIBIT C – CERTIFICATE(S) OF INSURANCE

EXHIBIT D - W9 Form (if required)