

# **REQUEST FOR PROPOSAL (RFP)**

## for Risk Management and Commercial Insurance Brokering Services

### **ADDENDA**

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center](http://ebmud.com/business-center)

### **CONTACT**

**Vladimir Bessarabov**, Manager Risk Management  
(510) 287-0124  
RiskMgmt@ebmud.com

### **RESPONSE DUE**

June 30, 2026  
5:00 p.m. PST

### **SUBMIT ELECTRONICALLY TO\***

EBMUD  
RiskMgmt@ebmud.com

*\*Hardcopy proposals will not be accepted*

# EAST BAY MUNICIPAL UTILITY DISTRICT

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## **I. STATEMENT OF WORK**

### **A. DESCRIPTION OF OPERATIONS**

East Bay Municipal Utility District (“District”) is a publicly owned utility formed under the Municipal Utility District Act passed by the California State Legislature in 1921. The Act permits the formation of multi-purpose governmental agencies to provide needed services on a regional basis. In accordance with the Act’s provisions, voters in the East San Francisco Bay Area created the DISTRICT in 1923 to provide water service.

The DISTRICT’s mission is to manage the natural resources with which it is entrusted; to provide reliable, high-quality water and wastewater services at fair and reasonable rates for the people of the East Bay; and to preserve and protect the environment for future generations.

The principles used in accomplishing this mission are:

- Exercise responsible financial management
- Ensure fair and reasonable rates and charges
- Provide responsive, high-quality customer service
- Promote ethical behavior in the conduct of DISTRICT business
- Ensure fair and open processes involving the public
- Provide a healthy work environment
- Promote diversity and equality in personnel and contracting matters
- Promote environmental, economic, and social sustainability

### **RISK MANAGEMENT DIVISION**

- The Risk Management Division reports to the Director of Finance. Risk Management staffing includes seven full-time employees (FTEs): the Risk Manager; the Workers’ Compensation Program Manager/Risk Specialist; a Liability Claims Supervisor; two Risk Management Adjusters, who primarily handle liability and subrogation claims and are also responsible for contract review; and two Risk Management Technicians, who primarily handle claim intake and lower-complexity liability and subrogation claims and are also responsible for contract review.
- The Risk Management Division also contracts with a Third-Party Administrator (TPA) for workers’ compensation claims administration. The workers’ compensation TPA provides an account supervisor, a dedicated adjuster, and a claims assistant. In addition, the TPA provides a full-time Return-to-Work Coordinator who is assigned to work in the DISTRICT’s Risk Management office. In addition to working with employees and management to identify light-duty assignments for employees whose restrictions prevent them from performing their regular duties, the Return-to-Work

Coordinator assists employees with resolution of their claims and processes claims through the Workers’ Compensation Appeals Board.

- Each year, the Risk Manager, with support from the Broker of Record, organizes and conducts a two-day, in-person tour of District facilities for brokers and underwriters to market the District’s insurance program, demonstrate the District’s culture and commitment to proactive risk management, and build or strengthen relationships with insurance partners.

All liability and subrogation claims are handled by District staff.

For additional information about the District, please refer to [www.ebmud.com](http://www.ebmud.com) and the specific resources listed below:

- Contract Equity: <https://www.ebmud.com/business-center/contract-equity-program/>
- Annual Comprehensive Financial Report: <https://www.ebmud.com/about-us/investors/financial-reports/>
- All About EBMUD: <https://www.ebmud.com/about-us/publications/>
- Strategic Plan: <https://www.ebmud.com/about-us/who-we-are/>
- EBMUD Energy: <https://www.ebmud.com/about-us/publications/>

**2026–2027 INSURANCE PROGRAM SUMMARY**

POLICY	LIMITS	DEDUCTIBLE (SIR)
Utah-Domiciled Single-Parent Captive Insurance Company  General Liability / Auto Liability / Public Officials Liability / Employment Practices Liability	\$5 million	\$10 Million
Excess Liability  General Liability / Auto Liability / Public Officials Liability / Employment Practices Liability	\$85 Million	\$10 Million SIR; \$5 Million Captive

Workers' Compensation	Statutory (\$1 Million Employer's Liability)	\$5 Million
Property All Risk Flood Earthquake	\$300 Million \$25 Million None currently	\$500,000 \$1.5 Million N/A
Boiler & Machinery	\$50 Million	\$25,000
Crime Policy  Employee Dishonesty, including faithful performance	\$10 Million	\$25,000

**CLAIMS AND CONTRACTS SUMMARY**

Liability Claims Summary				
Fiscal Year	Number of GL Claims	Total Paid	Total Reserved	Total Incurred
FY21	358	\$3.0M	\$13k	\$3.0M
FY22	294	\$3.7M	\$52k	\$3.8M
FY23	296	\$4.8M	\$47k	\$4.9M
FY24	310	\$2.4M	\$547k	\$3.0M
FY25	320	\$2.3M	\$2.1M	\$4.4M

Workers' Compensation Claims Summary				
Fiscal Year	Number of WC Claims	Total Paid	Total Reserved	Total Incurred
FY21	107	\$2.1M	\$1M	\$3.1M
FY22	141	\$3.8M	\$2.4M	\$6.2M
FY23	130	\$3.4M	\$3.1M	\$6.6M
FY24	103	\$2.2M	\$2.3M	\$4.5M
FY25	103	\$1.7M	\$2.3M	\$4M

Contract Reviews	
Fiscal Year	Number of Contracts
FY21	240
FY22	203
FY23	205
FY24	263
FY25	316

B. SCOPE

The District is soliciting proposals from qualified firms to provide professional Insurance Brokerage and Risk Management Services. Through this Broker of Record selection process, the District seeks comprehensive support in the areas of loss control consultation, claims consultation, claims audit support, contract analysis support, alternative risk transfer analysis, captive insurance support services, and the marketing, placement, and servicing of commercial property and casualty insurance coverages.

The District intends to select a qualified Broker of Record (“Consultant”) to provide these services.

The District intends to award a three-year contract, with two optional two-year renewal terms, to the Proposer whose proposal best meets the District’s requirements.

The selected Consultant will be expected to support the District’s strategic risk management objectives. Key desired outcomes include:

1. Reducing the District’s total cost of risk through proactive, efficient, and data-informed risk management strategies.
2. Protecting and preserving ratepayer dollars through cost-effective program design, coverage placement, and stewardship of the District’s insurance and risk financing resources.
3. Providing a high standard of customer service in the coordination, assessment, and oversight of the District’s risk exposures and insurance needs.
4. Delivering streamlined, responsive, and cost-effective processes for claims management, information administration, and contract-related risk evaluation.
5. Evaluating and supporting alternative risk transfer and risk financing strategies, including captive insurance solutions, that may improve long-term program stability, flexibility, and cost efficiency.
6. Strengthening the District’s claims oversight through claims audit support designed to evaluate claims handling performance, reserve adequacy, process compliance, reporting quality, and opportunities for improved claim outcomes, cost control, and program accountability.

The scope of services may include, but is not limited to, the following:

- Loss control consultation and related risk mitigation support
- Claims consultation, advocacy, claims trend analysis, and claims audit support
- Contract analysis support, including review of insurance and risk transfer provisions
- Marketing, placement, renewal, and servicing of commercial property and casualty insurance coverages

- Preparation of underwriting submissions, market analyses, stewardship reports, and related presentations
- Ongoing consultation regarding insurance program structure, coverage strategy, and market conditions
- Coordination with District staff, carriers, third-party administrators, actuaries, legal counsel, and other professional advisors, as needed

### **Claims Audit Support Services**

As part of the scope of services, the Consultant shall be prepared to assist the District with claims audit activities for workers' compensation, liability, property, and other applicable claims programs administered by carriers, third-party administrators, or other claims service providers. Claims audit support may include, but is not limited to, review of claim handling practices, reserve adequacy, litigation management, timeliness of investigation and resolution, compliance with service instructions and reporting requirements, quality of file documentation, and identification of trends or systemic issues affecting claim outcomes and total cost of risk.

The Consultant shall provide objective analysis and recommendations to improve claim handling effectiveness, strengthen accountability, support better financial oversight, and identify opportunities to reduce claim duration, leakage, and unnecessary expense. When requested by the District, the Consultant shall also assist with claims audit planning, development of audit criteria, coordination with relevant service providers, review of audit findings, and recommendations for corrective actions or program improvements.

### **Alternative Risk Transfer and Captive Insurance Support Services**

As part of the scope of services, the Consultant shall be prepared to evaluate, recommend, and support alternative risk transfer and risk financing strategies where appropriate. Such services may include, but are not limited to, analysis of self-insured retentions, deductible structures, layered program design, captive insurance programs, fronting structures, quota share and reinsurance alternatives.

The Consultant shall provide objective recommendations regarding the feasibility, advantages, disadvantages, financial implications, and operational considerations of such alternatives. Where captive insurance solutions are under consideration, support services may include strategic analysis, program design consultation, implementation planning, coordination with actuarial and legal advisors, and ongoing performance review.

The District reserves the right to refine the final scope of services during contract negotiations with the selected Proposer.

C. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. The Proposer, the Proposer's principal(s), or key staff assigned to this engagement shall have been regularly engaged for at least **ten (10) years** in providing insurance brokerage and risk management services to **California public agencies**, including loss control consultation, claims consultation, contract analysis support, and the marketing, placement, and servicing of commercial property and casualty insurance coverages.
- b. The Proposer shall be duly licensed, authorized, and in good standing to provide property and casualty insurance brokerage services in the State of California.
- c. The Proposer shall possess, and shall maintain throughout the term of any resulting contract, all permits, licenses, registrations, certifications, and professional credentials necessary to perform the services described in this RFP.
- d. The Proposer shall demonstrate experience, either directly or through proposed key staff, in evaluating and advising on alternative risk transfer and risk financing strategies, including captive insurance support services, as described in this RFP.
- e. The Proposer shall agree to meet the indemnity provisions and minimum insurance requirements stated in Exhibit B. However, Insurance certificates are not required at the time of submission.

D. SPECIFIC REQUIREMENTS

1. The Proposer shall have been continuously engaged in business as an insurance brokerage and risk management firm for at least **ten (10) years** and shall be duly licensed and authorized to provide property and casualty insurance brokerage services in the State of California.
2. The Proposer shall demonstrate annual commercial property and casualty premium volume in excess of \$100,000,000, excluding personal lines, life, accident, and health business.
3. The Proposer shall assign, at a minimum, the following key personnel to the District's account:

- a. One Account Executive with at least ten (10) years of experience in commercial insurance as a broker, underwriter, or risk management professional; and
  - b. One Assistant Account Executive to support the account.
  - c. Both assigned individuals shall be licensed and authorized in California to provide property and casualty insurance brokerage services.
4. The Proposer shall provide the services described in this RFP and in Exhibit A – RFP Response Packet.
5. The Proposer shall review District contracts and timely advise the District regarding appropriate insurance requirements, indemnity provisions, and other contractual risk transfer mechanisms.
6. The Proposer shall support the District’s efforts to identify, assess, and mitigate contractual risks through review of insurance requirements, indemnity language, limitations of liability, and related risk transfer provisions.
7. The Proposer shall update, validate, and trend District property values as needed to support the marketing and placement of property insurance coverages.
8. The Proposer shall assist with organizing and attend the annual in-person broker and underwriter tour.
9. Prior to each renewal, the Proposer shall discuss any proposed changes or improvements in coverage with the District’s Risk Manager and, as requested by the District, arrange meetings with the Risk Manager and underwriters.
10. The Proposer shall market coverage and obtain quotations as requested by the District, including quotations for alternative program structures with varying deductibles, self-insured retentions (SIRs), and other risk financing options.
11. The Proposer shall evaluate and advise the District regarding alternative risk transfer and risk financing strategies, including captive insurance support services, when requested. Such services may include feasibility analysis, program design consultation, financial and operational comparisons, and coordination with other District advisors.
12. The Proposer shall provide timely notice to excess insurance carriers for claims that may reasonably be expected to implicate excess layers. The Proposer shall also maintain in-house claims support resources capable of assisting the District with large property losses, significant liability claims, and coverage questions.

13. The Proposer shall provide an Annual Summary of the District's Insurance Program no later than July 31 of each contract year, unless otherwise approved by the District.
14. The Proposer shall provide a quarterly report of commissions earned and District-approved expenses paid from the commissions account, or other compensation reporting in the format requested by the District.
15. The Proposer shall provide claims audit support, when requested by the District, including assistance with audit planning, review of claims files and claims administration practices, analysis of findings, and recommendations for corrective action and program improvement.

E. DELIVERABLES / REPORTS

1. **Annual Summary of District Insurance Program**  
The Consultant shall provide an Annual Summary of the District's Insurance Program no later than July 31 of each contract year, unless otherwise approved by the District. At a minimum, the summary shall include current coverages, insurers, policy periods, limits, deductibles or self-insured retentions, premiums, significant program changes, and other information reasonably requested by the District.
2. **Renewal Market Analysis and Recommendations**  
For each renewal cycle, the Consultant shall provide a comprehensive market analysis that includes, at a minimum, the marketing strategy, renewal quotations, alternative program options, coverage summaries, key terms and conditions, notable exclusions or limitations, and the Consultant's recommendations. The analysis shall be provided sufficiently in advance of renewal to allow for District review and discussion.
3. **Quarterly Compensation and Expense Report**  
The Consultant shall provide a quarterly report of commissions earned and District-approved expenses paid from the commissions account, or other compensation reporting in the format requested by the District. Each report shall clearly identify the source and amount of commissions, itemized expenses paid, and any remaining balance in the account, if applicable.
4. **Claims Audit Summary and Recommendations**  
When claims audit services are requested by the District, the Consultant shall provide a written summary of audit findings, observed trends, identified deficiencies or areas of concern, and recommendations for corrective action, process improvements, and ongoing claims performance monitoring.

**II. CALENDAR OF EVENTS**

<b>EVENT</b>	<b>DATE/LOCATION</b>
<b>RFP Issued</b>	May 26, 2026
<b>Optional Pre-proposal Meeting (via MS Teams)</b>	June 8, 2026, 2:00 p.m. <a href="https://teams.microsoft.com/meet/290030750718018?p=iqXhtofoYiVW6E6ZYT">https://teams.microsoft.com/meet/290030750718018?p=iqXhtofoYiVW6E6ZYT</a> or 510-871-5755, Conf. ID: 538 370 298#
<b>Response Due</b>	June 30, 2026 by 5:00 p.m.
<b>Anticipated Contract Start Date</b>	September 1, 2026

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

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

**III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

**A. RFP ACCEPTANCE AND AWARD**

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

the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

**B. EVALUATION CRITERIA / SELECTION COMMITTEE**

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

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

RFP responses will be evaluated and scored according to the Evaluation Criteria set forth below. The scores for all Evaluation Criteria will then be added to arrive at a total score for each RFP response.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Understanding of the District’s Needs and Proposed Approach:</b>                      The District will evaluate the extent to which the proposal demonstrates a thorough understanding of the District’s operations, risk exposures, insurance program needs, and strategic risk management objectives. Evaluation will include the Proposer’s overall approach to providing brokerage services, claims consultation, loss control consultation, contract analysis support, claims audit support, alternative risk transfer and captive insurance support, and related client service functions.</p>
<b>B.</b>	<p><b>Qualifications and Relevant Experience of the Firm:</b>                      The District will evaluate the Proposer’s qualifications and relevant experience, including the length and depth of experience providing insurance brokerage and risk management services; experience with public agencies, utilities, or similarly complex entities; experience with commercial property and casualty insurance programs; and experience providing claims support, contract review, loss control consultation, claims audit support and alternative risk transfer or captive insurance consultation.</p>
<b>C.</b>	<p><b>Key Personnel and Staffing Plan:</b>                      The District will evaluate the qualifications, experience, professional licenses, assigned roles, availability, and continuity of the proposed Account Executive, Assistant Account Executive, and any other key staff assigned to the District’s account. Résumés will be</p>

	<p>reviewed for completeness and for the relevance of each individual’s education, training, and experience.</p>
<b>D.</b>	<p><b>Market Access, Service Capabilities, and Technical Support:</b>                  The District will evaluate the Proposer’s ability to market and place the District’s insurance program; access and negotiate with appropriate insurance markets; obtain competitive quotations; analyze coverage options, deductibles, self-insured retentions, and excess placements; support property value trending; provide claims audit support, claims advocacy and carrier notice; review contracts and advise on insurance requirements; and provide timely, accurate reporting and administrative support.</p>
<b>E.</b>	<p><b>Transition / Implementation Plan and Schedule:</b>                  The District will evaluate the Proposer’s plan for transition of services, renewal planning, coordination with District staff and underwriters, and timely delivery of required reports, analyses, and recommendations. Additional consideration may be given to the Proposer’s identification of service risks and proposed mitigation measures.</p>
<b>F.</b>	<p><b>Cost / Compensation:</b>                  The District will evaluate the Proposer’s compensation proposal based on transparency, reasonableness, competitiveness, disclosure of all compensation sources, and the reasonableness of any fixed fees or hourly rates for additional services. The District is not required to base this evaluation solely on a single total cost figure. Evaluation may include commissions, fees, expense arrangements, contingent compensation, insurer or wholesaler-related compensation, affiliate compensation, and any other direct or indirect compensation related to the District’s account. Affordability may also be considered as part of the overall evaluation.</p>
<b>G.</b>	<p><b>References:</b>                  The District may evaluate references provided in Exhibit A or obtained from other available sources. Reference evaluations may include quality of service, responsiveness, technical competence, renewal support, claims support, reporting, and overall client satisfaction. If a shortlist process is used, reference checks may be limited to shortlisted Proposers and may be included in the final, rather than preliminary, score.</p>
<b>H.</b>	<p><b>Oral Presentation and Interview:</b>                  If conducted, oral presentations/interviews may include standard questions posed to each shortlisted Proposer, as well as specific questions regarding the Proposer’s written response. The District may evaluate the Proposer’s communication skills, account team chemistry, responsiveness, understanding of District needs, and ability to provide the requested services.</p>
<b>I.</b>	<p><b>Contract Equity Program:</b>                  Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

c. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement, including final scope, compensation, and related terms, will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

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

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

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

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

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

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

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

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

D. COMPENSATION, REPORTING, AND PAYMENT

1. Compensation under any resulting agreement shall be governed by the approved annual Broker of Record fee and any other compensation arrangements expressly authorized by the District and set forth in the agreement.
2. The Consultant shall provide all compensation and expense reporting required by the agreement, including quarterly reports identifying commissions earned, District-approved expenses paid from the commissions account, and any remaining balance in the account, if applicable.
3. To the extent the District authorizes any separately compensable services not included within the annual Broker of Record fee, the Consultant shall submit invoices in the form and manner required by the District and the agreement.
4. The District will review submitted reports and invoices and will notify the Consultant of any adjustments or additional supporting documentation required.
5. The District will pay any undisputed, properly submitted invoice within thirty (30) days of receipt, subject to the terms of the agreement.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING EVALUATION CRITERIA:

Attn: Risk Management  
E-Mail: [RiskMgmt@ebmud.com](mailto:RiskMgmt@ebmud.com)  
PHONE: (510) 287-0124

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:  
Attn: Contract Equity Office  
PHONE: (510) 287-0114

AFTER AWARD:  
Attn: Risk Management  
E-Mail: [RiskMgmt@ebmud.com](mailto:RiskMgmt@ebmud.com)  
PHONE: (510) 287-0124

**B. SUBMITTAL OF RFP RESPONSE**

1. At this time, no hardcopy proposals will be accepted. Proposals shall be submitted electronically by email to [RiskMgmt@ebmud.com](mailto:RiskMgmt@ebmud.com) in PDF format. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call (510) 287-0124 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.

5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

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



## EXHIBIT A RFP RESPONSE PACKET

### RFP For RISK MANAGEMENT AND COMMERCIAL INSURANCE BROKERING SERVICES

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

From: \_\_\_\_\_  
(Official Name of Proposer)

#### RFP RESPONSE PACKET GUIDELINES

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



### PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

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

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

Official Name of Proposer (exactly as it appears on Proposer’s corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership   |

Limited Liability Corporation

Non-Profit / Church

Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

YES  NO

If so, please list :

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

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## PROPOSAL FORM

Compensation shall be submitted on this Proposal Form. Proposer shall complete all applicable sections. If a service is provided at no additional charge, state **“Included.”** If a line item does not apply, state **“N/A.”**

The compensation proposed shall fully disclose all commissions, fees, charges, reimbursable expenses, and any other direct or indirect compensation applicable to the services described in this RFP. No additional fees, commissions, charges, or expenses shall be payable unless specifically disclosed in the Proposer’s proposal and approved by the District.

No alterations or changes of any kind to this Proposal Form are permitted other than completion of the blank spaces provided. Proposals that do not comply may be subject to rejection.

If applicable, prices quoted shall not include Sales Tax or Use Tax. Such tax, where applicable, will be paid by the District directly or to the Consultant, if properly licensed to collect it.

The District anticipates negotiating and approving an annual Broker of Record fee for the initial contract term. The negotiated annual fee shall be paid from insurance commissions. Any commission funds in excess of the negotiated annual Broker of Record fee shall be held in an account with the selected Consultant and/or returned to the District, at the District’s sole discretion, and may be used to pay for urgent or unanticipated risk management services approved by the District.

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### SECTION 1. PROPOSER INFORMATION

Proposer Name: \_\_\_\_\_

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### SECTION 2. PROPOSED COMPENSATION

Proposer shall identify its proposed annual compensation for the services requested under this RFP for each year of the initial contract term. If compensation for a service is included within another line item or within the annual Broker of Record fee, state **“Included.”**

Description	Proposed Annual Compensation		
	2026	2027	2028
Annual Broker of Record Fee			

The annual Broker of Record fee shall include, at a minimum, property and casualty brokerage services, claims consultation/advocacy, loss control consultation, contract review/insurance requirement review, organization and attendance of the annual in-person broker and underwriter tour, renewal marketing and placement services, property value trending support, alternative risk

transfer/captive insurance support, and claims audit support, unless specifically identified as an additional fee in Section 3.

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**SECTION 3. ADDITIONAL FEES OR HOURLY RATES**

Identify any fees or hourly rates for services not included in the compensation listed in Section 2. If none, state “None.”

<b>Service / Position</b>	<b>Rate</b>
Additional Annual Fee, if any	\$ _____
Account Executive Hourly Rate, if any	\$ _____
Assistant Account Executive Hourly Rate, if any	\$ _____
Claims Audit / Special Project Rate, if any	\$ _____
Other: _____	\$ _____

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**SECTION 4. REIMBURSABLE EXPENSES**

Proposer shall identify any proposed reimbursable expenses. If none, state “None.”

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**SECTION 5. DISCLOSURE OF OTHER COMPENSATION**

Disclose any contingent commissions, overrides, insurer incentives, wholesaler compensation, affiliate compensation, or any other direct or indirect compensation related to the District’s account. If none, state “None.”

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**SECTION 6. EXCEPTIONS OR CLARIFICATIONS TO PROPOSED COMPENSATION**

Proposer shall identify any exceptions, assumptions, limitations, or clarifications applicable to the proposed compensation. If none, state “None.”

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**SECTION 7. CERTIFICATION AND SIGNATURE**

The undersigned certifies that:

1. the information provided in this Proposal Form is true, complete, and accurate;
2. the undersigned is authorized to submit this Proposal Form on behalf of the Proposer;
3. the compensation identified herein is valid for the period stated in the RFP; and
4. the Proposer agrees to provide the services described in the RFP in accordance with the compensation and disclosures set forth in this Proposal Form, if selected by the District.

**Proposer Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Table of Contents**: Provide a table of contents that clearly identifies each section of the proposal and corresponding page numbers.
2. **Letter of Transmittal/Executive Summary**: The proposal shall include a Letter of Transmittal signed by an individual authorized to bind the Proposer. The letter shall include:
  - a. the legal name of the Proposer;
  - b. the address of the office that will service the District's account;
  - c. the name, title, telephone number, and email address of the primary contact for the proposal;
  - d. a brief statement confirming the Proposer's interest in and commitment to providing the requested services; and
  - e. a concise executive summary describing the Proposer's qualifications, approach, and the principal benefits of its proposal to the District.

The executive summary shall not exceed **three (3) pages** and shall be written in a clear, concise manner.

3. **Firm Information**: Provide the following firm information:
  - a. Date of Proposal Submission
  - b. Firm Name
  - c. Address of Proposed Servicing Office / Zip Code
  - d. Telephone Number
  - e. Website Address
  - f. Date Firm Established
  - g. Number of years licensed and authorized to provide property and casualty brokerage services in California
  - h. Brief history of the firm and the local office that will service the District's account
  - i. Description of the firm's ownership structure and any parent, affiliate, or subsidiary relationships relevant to the services proposed
  - j. Description of the firm's experience serving public entities, utilities, or similarly complex organizations

4. **Proposed Account Team and Key Personnel:** Provide the name, title, office location, license status, years of experience, and relevant background for each proposed team member. Include each individual's specific experience with public entities and/or utility clients. At a minimum, identify:

- a. Account Executive
- b. Assistant Account Executive
- c. Marketing / Placement Lead
- d. Claims Consultant / Claims Advocate
- e. Loss Control / Risk Management Consultant
- f. Contract Review / Risk Transfer Support Staff
- g. Alternative Risk Transfer / Captive Insurance Support Staff
- h. Claims Audit Support Staff, if applicable
- i. Any other proposed support personnel or specialty consultants

For each proposed team member, include:

- j. current role and proposed role on the District account;
- k. relationship to the Proposer, including job title and years of employment with the Proposer;
- l. telephone number and email address;
- m. educational background;
- n. relevant experience, licenses, certifications, professional designations, and other qualifications;
- o. years of commercial insurance and risk management experience;
- p. years serving public entity or utility clients;
- q. length of time with the firm;
- r. availability and level of involvement on the District account; and
- s. designated backup personnel.

5. **Account Supervision and Service Model:**

- a. Describe your firm's overall account management approach for the District.
- b. Describe the specific responsibilities of the following:
  - i. Account Executive
  - ii. Assistant Account Executive
  - iii. Any other key service team members
- c. Identify the individual who will serve as the District's primary point of contact.
- d. Describe how your team will ensure continuity of service during absences, turnover, or transitions.
- e. Describe expected response times for routine questions, urgent issues, renewal matters, and claim-related matters.

- f. Describe how often you propose meeting with District staff and what those meetings would typically cover.

6. **Insurance Marketing and Placement:**

- a. Describe your firm's marketing philosophy and approach for public entity and utility insurance programs.
- b. Describe the specific responsibilities of the following in the insurance marketing and renewal process:
  - i. Account Executive
  - ii. Assistant Account Executive
  - iii. Marketing / Placement Lead
  - iv. Other marketing team members
- c. Describe your firm's access to relevant insurance markets for commercial property and casualty coverages.
- d. State whether wholesale brokers will be used and, if so, under what circumstances and to what extent.
- e. Describe how your firm approaches renewal strategy, including market timing, incumbent negotiations, alternative structures, and presentation of options to the District.
- f. Describe your experience obtaining quotations for alternative program structures, including different deductibles, self-insured retentions, layered programs, and excess placements.
- g. Describe your approach to preparing underwriting submissions and presenting the District's risk profile to underwriters.
- h. Describe your experience supporting property value trending and valuation updates for marketing property coverage.

7. **Description of Proposed Services and Risk Management Approach:** The proposal shall include a description of the services to be provided during the contract term, including service levels and response times. This section shall also respond to the following:

- a. Describe the risk management services available through your firm, including but not limited to:
  - i. loss control consultation
  - ii. claims consultation and advocacy
  - iii. contract review and insurance requirement analysis
  - iv. data analysis and stewardship reporting
  - v. property value trending support
- b. Identify which services are included in your proposal at no additional cost and which, if any, would be provided for an additional fee.
- c. State your firm's annual commercial property and casualty premium volume, excluding personal lines, life, accident, and health business.

- d. Describe the resources available through your organization that would help the District reduce its total cost of risk.
- e. Describe your firm's experience reviewing District or other public agency contracts and advising on:
  - i. insurance requirements
  - ii. indemnity provisions
  - iii. limitation of liability provisions
  - iv. waivers of subrogation
  - v. additional insured requirements
  - vi. contractual risk transfer mechanisms
- f. Describe any benchmarking, analytics, strategic planning tools, or special resources that make your services particularly advantageous to the District.
- g. Explain how your proposed services meet or exceed the District's requirements.
- h. Identify any limitations or restrictions the District should be aware of in evaluating your proposal.

8. **Alternative Risk Transfer / Captive Insurance Support:**

- a. Describe your firm's experience evaluating and advising clients on alternative risk transfer and risk financing strategies.
- b. Describe your experience with captive insurance programs, including feasibility analysis, implementation support, program design, and ongoing consultation.
- c. Identify the personnel who would advise the District on captive insurance or other alternative risk financing strategies, and summarize their qualifications.
- d. Describe your approach to analyzing when alternative risk transfer options may be advantageous for a client such as the District.
- e. Provide examples of similar projects in which your firm evaluated or implemented captive, pooled, retained-risk, fronting, reinsurance, or other alternative risk financing structures.

9. **Claims Support, Claims Audit, and Carrier Coordination**

- a. Describe your firm's claims advocacy and consultation services.
- b. Describe the qualifications and structure of your in-house claims support resources.
- c. Describe your process for identifying and notifying excess carriers on claims that may implicate excess layers.
- d. Describe your experience assisting clients with large property losses, complex liability claims, and coverage questions.
- e. Describe how your firm tracks open claims, monitors trends, and communicates claim developments to clients.

- f. Describe your firm’s experience providing claims audit support for workers’ compensation, liability, property, or other applicable claims programs.
- g. Describe your approach to claims audit planning, including development of audit criteria, file selection methodology, and coordination with carriers, third-party administrators, and other claims service providers.
- h. Describe the qualifications of the personnel who would perform or support claims audit services for the District.
- i. Describe your approach to evaluating reserve adequacy, litigation management, timeliness of investigation and resolution, compliance with reporting requirements, documentation quality, and other indicators of claims handling performance.
- j. Describe the form of work product your firm would provide following a claims audit, including findings, trend analysis, and recommendations for corrective action or program improvement.
- k. Provide examples of similar claims audit projects performed for public entities, utilities, or similarly complex organizations.

10. **Technology, Reporting, and Communications**

- a. Describe the technology tools, platforms, or systems your firm uses to support claims coordination, policy administration, renewal analysis, and client communications.
- b. Describe any technological advantages your firm offers that would improve the District’s handling of claims, access to information, or communications with your firm.
- c. Describe the standard reports your firm can provide, including claim summaries, stewardship reports, market analyses, renewal comparisons, compensation reporting, and claims audit-related reporting, if applicable.
- d. Describe your ability to provide customized reporting to meet District needs.
- e. Describe your cybersecurity and data protection practices as they relate to client information.

11. **Implementation Plan and Schedule:** The proposal shall include an implementation and transition plan describing how the Proposer will assume and perform services if selected. The plan shall include a schedule for major tasks, deliverables, renewal activities, and coordination with District staff. The proposal shall also describe how the Proposer will ensure timely delivery of services and adherence to required timelines.

12. **Deliverables and Service Commitments**

- a. Confirm your ability to provide an Annual Summary of the District’s Insurance Program by the end of July each year.

- b. Confirm your ability to provide a comprehensive renewal market analysis with quotations, coverage summaries, notable terms and exclusions, and recommendations.
  - c. Confirm your ability to provide quarterly reporting of commissions earned and District-approved expenses paid from the commissions account.
  - d. Confirm your ability to provide claims audit summaries and recommendations when claims audit services are requested by the District.
  - e. Describe any additional deliverables, reports, or strategic services your firm would provide to the District.
13. **Compensation and Disclosure:** Proposers shall complete the Proposal Form and may supplement with narrative explanation as needed.
14. **Sustainability Statement:** Provide a statement describing any sustainable, environmental, or socially responsible initiatives or practices in which the Proposer or its suppliers engage. This information may relate to the specific services solicited under this RFP or to the Proposer's general business practices.
15. **References and Comparable Clients:** Proposers shall use the templates in the References section of this Exhibit A, verify that all contact information is current, and are strongly encouraged to notify references that the District may contact them. The District may contact some or all references provided and may also contact other references not identified by the Proposer.
- a. Provide at least five references for current or recent clients with similar scope, size, complexity, or public agency / utility characteristics.
  - b. For each reference, provide:
    - i. client name
    - ii. contact name and title
    - iii. telephone number and email address
    - iv. description of services provided
    - v. dates of engagement
  - c. Identify any similar accounts involving:
    - i. public entities
    - ii. utility operations
    - iii. large property schedules
    - iv. captive or alternative risk financing consultation
    - v. significant claims support, claims audit, or contract review services
16. **Exceptions, Clarifications, and Amendments:** The proposal shall include a separate section identifying all requested clarifications, exceptions, or proposed amendments, if any, to the RFP and associated RFP documents. This section shall be submitted using the applicable template in

Exhibit A. The District is under no obligation to accept any exception, clarification, or amendment, and such items may be grounds for proposal disqualification.

17. **Contract Equity Program:** Every Proposer shall complete, sign, and submit the applicable sections of the Contract Equity Program and Equal Employment Opportunity documents identified in Exhibit A. Special attention shall be given to completing Form P-25, Employment Data and Certification, if required. Any Proposer needing assistance in completing these forms should contact the District's Contract Equity Office prior to submitting a proposal.
18. **Additional Information**
  - a. Provide any additional information the District should consider in evaluating your proposal.
  - b. Identify any exceptions, limitations, or assumptions applicable to your proposed services that are not otherwise addressed above.



**REFERENCE TEMPLATE**  
**RFP For Risk Management and Commercial Insurance Brokering Services**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of 5 references.**

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

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

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

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

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





## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

All CONSULTANTS shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

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

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

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

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



## EXHIBIT B INDEMNIFICATION & INSURANCE REQUIREMENTS

**PROPOSER NAME:** \_\_\_\_\_

### **INDEMNIFICATION REQUIREMENTS**

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

### **INSURANCE REQUIREMENTS**

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

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

### **The following provisions are applicable to all required insurance:**

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONSULTANT shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONSULTANT shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B ("Insurance Requirements") to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker's agent (Insurance Broker/Agent) for the CONSULTANT, or by an officer of the CONSULTANT (Officer), or by the CONSULTANT's risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONSULTANT shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONSULTANT shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONSULTANT shall require any subconsultant to carry and maintain the minimum insurance required under this Agreement to the extent such insurance applies to the scope of services performed by that subconsultant.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONSULTANT of any of the insurance requirements, nor decrease liability of CONSULTANT.

- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONSULTANT's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. CONSULTANT is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. At the DISTRICT's option, and upon its request, CONSULTANT shall furnish satisfactory evidence of its financial capacity to pay any applicable SIR, self-insurance, or deductible obligation, which may include audited financial statements, a letter of credit, or other documentation acceptable to the DISTRICT. In the event CONSULTANT is unable to pay the required SIR, CONSULTANT agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- VII.
- J. CONSULTANT shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver(s) of subrogation from the insurance carrier required by this Agreement.
- K. For any coverage that is provided on a claims-made coverage form, except where coverage is expressly required to be written on an occurrence-based form, the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- L. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- M. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONSULTANT must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- N. Upon the DISTRICT's request, CONSULTANT shall provide, within ten (10) days of such request, copies of the Declarations page(s) and Schedule of Forms and Endorsements for any insurance

policy required under this Agreement, with premium and proprietary information redacted. In the event of a claim, suit, or coverage dispute in which the DISTRICT may incur liability, and upon further request by the DISTRICT, CONSULTANT shall provide, within ten (10) days of such request, those portions of the applicable policy(ies) reasonably necessary to establish the scope of coverage, or, if requested by the DISTRICT, a complete copy of the applicable policy(ies). The DISTRICT's failure to request such documentation shall not be deemed a waiver of any right or remedy available to the DISTRICT under this Agreement, at law, or in equity.

- O. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- P. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance.
- Q. CONSULTANT agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONSULTANT arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- R. It is the obligation of the CONSULTANT to ensure all SUBCONSULTANTS performing services under this Agreement maintain the necessary coverages and limits. CONSULTANT shall ensure that all SUBCONSULTANTS agree to the same indemnity obligation that CONSULTANT agrees to in this Agreement based on the nature and scope of services being performed by each SUBCONSULTANT. CONSULTANT shall require that each SUBCONSULTANT includes the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONSULTANT under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONSULTANT or all SUBCONSULTANTS of responsibility for its own acts or the acts of any SUBCONSULTANTS or any employees or agents of either. All SUBCONSULTANTS are to waive subrogation against the DISTRICT on all policies. CONSULTANT shall be responsible for maintaining records evidencing SUBCONSULTANTS' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- S. It is CONSULTANT's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- T. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONSULTANT, should CONSULTANT breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days

prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

- B. *If* there is an onsite exposure of injury to CONSULTANT, and/or SUBCONSULTANT'S employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONSULTANT is exempt from carrying Workers' Compensation Insurance, CONSULTANT must return the completed Verification of Insurance confirming that CONSULTANT has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONSULTANT is self-insured with respect to Workers' Compensation coverage, CONSULTANT shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONSULTANT and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONSULTANT's failure to provide waiver of subrogation from the insurance carrier.

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

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

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

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

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

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

## **II. Commercial General Liability Insurance ("CGL") Coverage**

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

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONSULTANT and/or CONSULTANT/ SUBCONSULTANTS under this Agreement.

- F. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by CONSULTANT/SUBCONSULTANT on CONSULTANT’s behalf.
- G. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an “insured contract.”
- H. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONSULTANT and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONSULTANT’s failure to provide the waiver of subrogation from its insurance carrier(s).
- I. Independent Contractor’s Liability shall not limit or otherwise affect CONSULTANT'S responsibility for liability, losses, or damages arising out of or related to Services performed by independent contractors utilized by CONSULTANT under this Agreement, nor shall it limit the applicability of any insurance coverage required herein.
- J. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONSULTANT, or in any way related to Services performed under this Agreement.
- K. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

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

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

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

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

**III. Business Auto Liability Insurance Coverage**

- A. CONSULTANT's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONSULTANT.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:  
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000  
Bodily Injury and Property Damage: \$2,000,000
- D. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").
- E. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- F. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

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

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

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

Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_

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

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

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

Each Claim: \$5,000,000

Aggregate Limit: \$5,000,000

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

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

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

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

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

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

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

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

**V. Cyber Liability Insurance Coverage**

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

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

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

Each Claim or Occurrence Limit: \$2,000,000

Aggregate Limit: \$2,000,000

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

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

E. Coverage shall include, but not be limited to the following:

1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).
2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to

vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

**Verification of Cyber Liability Insurance Coverage**

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

**Self-Insured Retention: Amount: \$ \_\_\_\_\_**

**Policy Limit: \$ \_\_\_\_\_**

**Policy Number: \_\_\_\_\_**

**Policy Period: from \_\_\_\_\_ to \_\_\_\_\_**

**Insurance Carrier Name: \_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager – Print Name: \_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_**

**VI. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)**

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. CONSULTANT's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONSULTANT.
- D. Minimum Requirements: It is expressly understood by the parties that CONSULTANT's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by SUBCONSULTANTS on CONSULTANT’s behalf.
3. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an “insured contract.”
4. Independent Contractor’s Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
5. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.
6. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONSULTANT’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy’s limits.
7. CONSULTANT and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

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

**Excess/Umbrella Limits: Amount \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

# EXHIBIT C

## PROFESSIONAL SERVICES AGREEMENT

### CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT

THIS AGREEMENT is entered into this \_\_\_\_ day of *(month)*, 202\_, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called "DISTRICT" and ***(CONSULTANT'S FULL LEGAL NAME, followed by type of entity (a corporation, etc.))*** herein called "CONSULTANT".

#### WITNESSETH

WHEREAS, DISTRICT requires consulting services to ***(need for project)***; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, staff expertise, and where necessary, the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall furnish the services described in the RFP, CONSULTANT's proposal, and any negotiated scope documents incorporated into this Agreement, including but not limited to insurance brokerage, renewal marketing and placement, claims consultation, claims audit support, contract analysis support, loss control consultation, property value trending support, and alternative risk transfer and captive insurance support services. The final Scope of Services is attached hereto as **Exhibit** and incorporated herein by this reference.
2. Term. Unless earlier terminated in accordance with this Agreement, the initial term of this Agreement shall be three (3) years, commencing on \_\_\_\_\_, 2026, and ending on \_\_\_\_\_, 2029. DISTRICT may, in its sole discretion, extend the Agreement for up to two (2) additional two-year renewal terms by written amendment or other written authorization acceptable to DISTRICT.
3. Compensation.

- a. As compensation for the services required under this Agreement, DISTRICT and CONSULTANT shall negotiate and approve an annual Broker of Record fee for each year of the initial contract term. The approved annual Broker of Record fee shall constitute CONSULTANT's compensation for all services included within the base scope of services, unless additional compensation is expressly authorized by DISTRICT under Paragraph 3(d) below.
  - b. The annual Broker of Record fee shall be paid from insurance commissions generated through placement of the DISTRICT's insurance program. CONSULTANT shall fully disclose all commissions, fees, charges, reimbursable expenses, and any other direct or indirect compensation related to the DISTRICT's account, consistent with CONSULTANT's proposal and the Proposal Form.
  - c. Any commission funds in excess of the approved annual Broker of Record fee shall be held in an account with CONSULTANT and/or returned to DISTRICT, at DISTRICT's sole discretion, and may be applied only to urgent or unanticipated risk management services approved in advance by DISTRICT. CONSULTANT shall have no right to apply excess commission funds to any purpose without DISTRICT's prior approval.
  - d. If DISTRICT requests services that are expressly excluded from the approved annual Broker of Record fee, including but not limited to special projects, extraordinary claims audit services, or other separately priced work, such services shall be performed only upon prior written authorization from DISTRICT and shall be compensated in accordance with the rates or fees approved by DISTRICT and incorporated into this Agreement or otherwise approved in writing.
  - e. CONSULTANT shall not receive any additional fee, commission, charge, contingent compensation, override, insurer incentive, wholesaler compensation, affiliate compensation, reimbursable expense, or other direct or indirect compensation related to the DISTRICT's account unless such compensation has been disclosed in CONSULTANT's proposal and approved by DISTRICT.
4. Standard of Performance. CONSULTANT shall perform all services under this Agreement in a professional, competent, diligent, and timely manner, in accordance with the standards of care ordinarily exercised by firms providing comparable insurance brokerage and risk management services to public entities of similar size and complexity. CONSULTANT shall assign qualified personnel and devote sufficient resources to meet the requirements of this Agreement.
  5. Commencement of Services. This Agreement shall become effective upon execution by both parties. CONSULTANT shall commence services on the date specified by DISTRICT and shall thereafter perform the services required under this Agreement in accordance with the contract term, renewal cycle requirements, and any written direction issued by DISTRICT. No separate Notice to Proceed shall be required unless DISTRICT elects to issue one for administrative convenience.

6. Billing, Reporting and Payment. CONSULTANT's compensation under this Agreement shall be governed by the annual Broker of Record fee and other approved compensation arrangements set forth in this Agreement and CONSULTANT's Proposal Form. CONSULTANT shall maintain complete and accurate records of all commissions earned, annual Broker of Record fees applied, reimbursable expenses charged, and any excess commission funds retained or returned on behalf of DISTRICT.

CONSULTANT shall provide the reports required under this Agreement, including quarterly compensation and expense reports identifying commissions earned, approved expenses paid, and the status of any account holding excess commission funds. CONSULTANT shall also provide any additional documentation reasonably requested by DISTRICT to verify compensation, expenses, or other amounts related to the DISTRICT's account.

To the extent DISTRICT approves any separately compensable services not included within the annual Broker of Record fee, CONSULTANT may invoice DISTRICT for such services in accordance with the rates or fees approved by DISTRICT. DISTRICT shall pay any undisputed, properly submitted invoice within thirty (30) days after receipt.

7. Termination. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.

If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that DISTRICT may condition payment of such compensation upon CONSULTANT 's delivery to DISTRICT of any and all documents, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONSULTANT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same. Termination shall not relieve CONSULTANT of any obligation that by its nature is intended to survive termination, including, but not limited to, obligations relating to indemnification, confidentiality, records retention, audit, and ownership of work product.

8. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

9. Ownership of Materials Prepared. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
10. Designation of Consulting Personnel. CONSULTANT agrees that all services under this Agreement shall be performed under the direction of **(CONSULTANT Project Manager's name)**. Any change of personnel by CONSULTANT shall have DISTRICT approval. DISTRICT contact throughout the period of this Agreement shall be **(District Project Manager's name)**, Project Manager.
11. Independent Contractor and Professional Responsibility of CONSULTANT.
- a. CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
  - b. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
  - c. It is further understood and agreed by the parties that CONSULTANT in the performance of its obligations under this Agreement is subject to the direction of DISTRICT as to the designation of services to be performed and the results to be accomplished, however, DISTRICT shall have no control over the means, methods, or sequence used by CONSULTANT for accomplishing the results.
  - d. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
  - e. It is further understood and agreed that as an independent contractor, CONSULTANT and/or CONSULTANT's assigned personnel shall not have: (1) any entitlement to any compensation or benefit provided to DISTRICT employees; (2) the right to act on behalf of DISTRICT in any capacity whatsoever as agent; or (3) the right to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

12. Indemnification. CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONSULTANT's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
13. Insurance Requirements. Insurance Requirements are as stated in **Exhibit**, Insurance Requirements.
14. Time of the Essence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
15. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD  
P. O. Box 24055  
Oakland, CA 94623  
Attn: **(Contact Person)**  
**Email: (insert contact person email)**

**(CONSULTANT's Name)**  
**(Address)**  
Attn: **(Contact Person)**  
**Email: (insert contact person email)**

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

16. Entire Agreement. This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each party.
17. Governing Law and Venue. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each party, shall be in Alameda County, California.

18. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
19. No Waiver. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
20. Non-Discrimination. There shall be no discrimination in the performance of this Agreement, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

21. Conflict of Interest. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to DISTRICT under this Agreement.
22. Signatures. The parties agree to execute this Agreement using digital signatures via DocuSign.

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
*(Name),*  
*(Title)*

Date \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
for the Office of General Counsel

**CONSULTING FIRM'S NAME**

By: \_\_\_\_\_  
*(Name),*  
*(Title)*

Date \_\_\_\_\_



EXHIBIT D
IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

OR

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