

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) for Benefits Broker and Consulting Services

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For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps> or contact the EBMUD representative listed above. Please note that prospective proposers are responsible for reviewing this site during the RFP process for any published addenda regarding this RFP.

RESPONSE DUE
by
4:00 p.m.
on
June 21, 2019
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Benefits Broker and Consulting Services

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ATTACHMENTS:

Exhibit A - RFP Response Form, including

- 1) Proposer Information and Acceptance
- 2) Consultant Questionnaire
- 3) Client References
- 4) Staffing Proposal
- 5) Price Proposal
- 6) Exceptions, Clarifications, Amendments
- 7) Contract Equity Program

Exhibit B - Insurance Requirements

Exhibit C - EBMUD Sample Consultant Agreement

Exhibit D – EBMUD Employee Benefit Summary

I. BACKGROUND

East Bay Municipal Utility District (referred to as “District”) is a publicly owned utility formed under the Municipal Utility District Act passed by the California Legislature in 1921. The District provides high quality drinking water for customers in Alameda and Contra Costa counties. The District also provides wastewater treatment to protect public health and the San Francisco Bay. Today, the District delivers water to over 1.4 million customers in a 332 square mile area extending from Crockett on the north, southward to San Lorenzo, eastward from San Francisco to Walnut Creek and south through the San Ramon Valley. The District’s wastewater system serves almost 700,000 people in an 88-square mile area of Alameda and Contra Costa counties along the Bay’s east shore.

The District has approximately 1800 employees, 1700 retirees, and 7 Board of Directors. There are four unions representing the various employee classifications within the District as well as unrepresented management and confidential employee units.

The current Broker of Record is Alliant Insurance Services, Inc. which provides services on a lump sum fixed price basis. The District currently contracts with Morneau Shepell for the administration of its Benefits Administration System (Online Benefits Enrollment and COBRA) and with P&A Group for the administration of Flexible Spending plans and Health Savings Account.

II. PROJECT OVERVIEW

The District is requesting for proposals from qualified insurance brokers to provide brokerage and consulting services in support of the District’s health and welfare benefits programs, including medical, dental, vision, life, accidental death and dismemberment, long term disability for active employees, and medical and dental for retirees. Instructions for preparation and submission of a proposal are contained in this packet. Submitted proposals must meet all the requirements set forth in this RFP.

The District currently offers its employees, retirees, and their dependents a comprehensive benefit package (see Exhibit D) including:

| Coverage Type | Provider | Funding | # of Enrollment |
|-----------------------------|-----------------------------|------------------------|---|
| Medical – Traditional plans | Kaiser HMO | Fully insured | 1,428 (actives) 190 (early retirees) |
| | Sutter Health Plus HMO | Fully insured | 101 (actives) 8 (early retirees) |
| | Anthem Blue Cross PPO | Fully insured | 194 (actives) 72 (early retirees) |
| | | | |
| Medical – CDHP plans | Kaiser HMO CDHP | Fully insured | 2 (early retirees) |
| | Sutter Health Plus HMO CDHP | Fully insured | 2 (actives) |
| | Anthem Blue Cross PPO CDHP | Insured thru ACWA JPIA | 16 (actives) |

Benefits Broker and Consulting Services

| Coverage Type | Provider | Funding | # of Enrollment |
|--|---|--|--|
| Medical – Senior plans (Medicare eligible) | Anthem Cal Care HMO | Insured thru ACWA JPIA | 69 (retirees) |
| | Kaiser Senior Advantage HIGH Kaiser Senior Advantage LOW | Fully insured | 564 (retirees - Kaiser HIGH) 35 (retirees - Kaiser LOW) |
| | Anthem Blue Cross Medicare Coordinated | Insured thru ACWA JPIA | 241 (retirees) |
| | | | |
| Cash in-lieu (waived Medical) | EBMUD | District Paid | 131 (actives) |
| | | | |
| Dental – Active plan | Delta Dental PPO | Self insured | 1,872 (actives) |
| | | | |
| Dental – Retiree plans | Delta Dental Delta Care | Fully insured | 76 (retirees) |
| | Delta Dental PPO Table of Allowances | Self insured | 810 (retirees) |
| | | | |
| Vision | Vision Service Plan | Fully insured | 1,872 (actives) |
| | | | |
| Basic & Voluntary Life Insurance | Cigna | Fully insured | 1,872 (actives - Basic Life) 734 (actives - Vol. Life) |
| | | | |
| Basic & Voluntary AD&D | Cigna | Fully insured | 1,872 (Basic AD&D) 748 (Vol. AD&D) |
| | | | |
| Long Term Disability | Cigna | Fully insured | 1,872 (actives) |
| | | | |
| Flexible Spending | P&A Group | | 805 (actives) |
| | | | |
| Health Savings Account | UMB Bank via P&A Group contract | Partial District Funding of Deductible on CDHP plans | 18 (actives) |

| Coverage Type | Provider | Funding | # of Enrollment |
|--------------------------------------|-------------------------------|---------|-----------------|
| Employee Assistance Program (EAP) | Claremont Behavioral Services | | 1,905 (actives) |
| District Supplemental Benefit (Cash) | EBMUD | | 1,045 (actives) |

- Medical** – Eligible employees may select one of the following traditional health plans -- Kaiser HMO, Sutter Health Plus HMO or Anthem Blue Cross PPO. In addition to these traditional health plan options, certain employees also have the option to enroll in one of the following Consumer Directed Health Plans (CDHPs) – Kaiser CDHP, Sutter Health Plus CDHP, and Anthem Blue Cross CDHP. The CDHPs are only offered to unrepresented management, confidential employees, and Board of Directors.

The District pays the full cost (100%) of Employee-Only coverage for traditional health plans and CDHPs as well as (100%) for Kaiser HMO and Kaiser CDHP for Double and Family rates. The District pays 85% of Double or Family rates for Anthem Blue Cross PPO and CDHP and Sutter Health Plus HMO and Sutter Health Plus CDHP. Employees who choose to waive the District medical coverage are given non-dual enrollment incentive in the amount of \$500 per month.

Retirees who retire directly from District service are eligible to enroll in retiree health coverage through the District. Early retirees who are not yet eligible for Medicare may select one of the three traditional health plans. Retirees who are eligible for Medicare may select one of the senior health plans. CDHPs are generally not offered to retirees. Exception: Active employees who are currently enrolled in a CDHP and who transition to retirement may remain covered in a CDHP until they become Medicare-eligible. Retirees are responsible for payment of their medical premiums. A health insurance benefit (HIB) stipend is available as part of the pension benefit to offset some of the cost of the healthcare premiums.

- Dental** – A District fully paid self-insured dental plan through Delta Dental Plan of California is provided for all eligible benefited employees and their dependents. Two dental plans, Delta Care (fully insured) and Delta Premier(self-insured), are offered to retirees and their dependents. Retirees are responsible for payment of their dental premiums.
- Vision** – A District fully paid vision plan through Vision Service Plan is provided for all eligible employees and their dependents.
- Life Insurance and Accidental Death & Dismemberment (AD&D)** – A District fully paid Group Basic Life and Basic AD&D benefit are provided through Cigna for all eligible employees with coverage amount equal to 1.5 times the employee’s annual base salary.
- Supplemental Life and AD&D Insurance** – Voluntary optional benefits are available for purchase by employees at group insurance rates including voluntary spouse and child coverage

- Long Term Disability – A District fully paid Long Term Disability Insurance is provided for all eligible employees
- Flexible Spending Account (FSA) – The District currently contracts with P&A Group to provide account servicing for employees who voluntarily participate in a medical care reimbursement plan and/or dependent care reimbursement plan.
- Health Savings Account (HSA) – The District currently contracts with UMB Bank to provide account servicing for employees enrolled in a Consumer Directed Health Plan with qualified Health Savings Account. Currently, the District makes a one-time annual contribution to HSA accounts of those employees who enroll in Sutter Health Plus and Anthem Blue Cross CDHP plans. The contribution is equal to the cost of the plan deductible.
- Section 125 Plan – The District provides a Section 125 plan that allows for employee premium contributions to be taken on a pre-tax basis.
- Employee Assistance Program – The District provides a fully paid Employee Assistance Program (EAP) administered by Claremont Behavioral Services which provides a variety of professional counseling and referral services. The District has negotiated this contract independently.
- District Supplemental Benefit - The District provides a benefit of \$915 dollars to each employee each calendar year which can be taken as taxable cash or deferred to either medical FSA, dependent care FSA or HSA.

The District's benefits program operates on a January 1st renewal cycle. Benefits open enrollment begins each year in October for active employees and retirees.

III. SCOPE OF SERVICES

The selected broker will perform a full range of benefit program and consulting services including, but not limited to, the following:

Analysis & Reporting

- Provide analysis and recommendations based on utilization trends, performance reports, and cost.
- Report on utilization trends and work with District staff to analyze utilization of health benefits and create incentive programs to encourage utilization in the most cost efficient manner.
- Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans. Specifically review cost risk as associated with pending ACA excise tax and other large scale changes in health care policy.
- Review quarterly financial reports for the self-funded dental plans to ensure adequate reserves for the plan.
- Review current provider performance and ratings and report annually on findings.
- Review provider performance standards and guarantees to ensure contract compliance.
- Provide various types of reports as needed such as cost analysis for benefit changes and other statistical, financial, forecasting, trend, labor negotiations or experience reports.

Plan Design and Marketing

- Assist with the review, evaluation, and strategic planning of the District's benefit plans both annually and three to five years in the future, specifically in the areas of design, funding, cost, administration, and specifically avoidance of ACA related excise tax. This includes a review of current and proposed plan features, rate structures, and new delivery systems.
- With understanding of the District's labor environment, review and make cost-saving, or performance enhancing recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
- Research and advise the District of developments and trends in the employee benefit insurance market and identify areas of potential concerns.
- Conduct thorough market research in preparation for contract renewals.
- Negotiate annual benefit renewals on behalf of the District, utilizing actuarial data, ensuring all providers are meeting District needs and standards and providing competitive rates.
- Proactively keep District abreast of new health insurance alternative product types.

Administrative Services

- Act as liaison between the District and insurance providers for the benefit of the District including the preparation, analysis, and presentation of claims and utilization information on a periodic basis. Assist with adjudication of specific claims when requested by the District.
- Assist in developing and implementing contracts with selected providers.
- Work with District staff and TPA during open enrollment to ensure all renewal data is accurately reflected in brochures and open enrollment systems.
- Provide communication development and support for the annual open enrollment period including participation, assistance, and coordination of vendors for the Health and Well-Being Fair and Open Enrollment meetings, open enrollment benefit guides and communication materials.
- Review plan documents for accuracy including preparation of amendments as needed.
- Provide quarterly update meetings for purposes of discussion, review, and evaluation of the District's benefit plans and such other matters as the District may require.
- Implement provider changes and assist with communication of new programs or changes to existing programs including attending and presenting information at open enrollment meetings, union meetings, and health care contract negotiations.
- Occasionally meet with union representatives for study sessions or informational meetings on topics related to healthcare policy, new plan design alternatives and strategies, new types of insurance products etc.
- Provide actuarial services for self-funded dental plans.
- Recommend and help develop enhancements and improvements for benefits-related communications specific to the needs of the District's employees and retirees.
- Assist with the execution of special projects as needed and as agreed to by the District and Proposer.

Legal Compliance

- Provide updates of adopted or proposed changes in employee benefit statutes and regulations that may impact the District's benefit plans. Recommend needed changes and assist in implementing them.
- Assist with provider contract review, negotiations, legal compliance, summary plan descriptions and other issues and/or areas of concern that may arise with the providers.
- Assist with preparation and/or review and updating of benefit plan documents as requested.

- Provide timely research and response to specific benefit compliance questions posed by District staff
- Consult with the District on benefit regulatory compliance issues and assist in the preparation of any required reports.
- Partner with the District to understand and ensure District's responsibility and compliance with HIPPA security and HIPPA privacy.

IV. TERM OF AGREEMENT

The term of the Agreement entered into pursuant to this RFP will be for an initial term commencing January 1, 2020 through December 31, 2023, subject to termination as provided for in the Agreement. Thereafter the District reserves the right to renew the contract with two (2) twelve (12) month options extending potentially through December 31, 2025.

V. SUBMISSION REQUIREMENTS

All proposals shall include the following information discussed below as well as any additional items detailed in Exhibit A. Exhibit A is the official form that must be used by proposer to provide this information. Read through this information carefully to ensure proposal is complete.

- **Proposer Information and Acceptance Form:** *See Exhibit A*
- **Executive Summary on Letter of Transmittal:** Provide a brief description of the firm. Include the name of the firm, date established, number of employees, principal place of business, address of office that will be assigned to the District's account, the name and telephone number of the contact person and company tax identification number. Provide a brief description that addresses the firms' qualifications and capability to meet the outlined scope of services, including the client size that the firm generally supports and specific experience with the public sector. Discuss any impending changes in the firm that could impact the delivery of services, including turnover rate among consultants and staff members within the past three years. It should also include a brief synopsis of the highlights of the RFP response and overall benefits to the District This cover letter should not exceed three (3) pages in length and should be easily understood.
- **Work Plan/Technical Approach:** Provide a description of how the firm will accomplish the work and satisfy the District's objectives and requirements described in this RFP. Proposers are directed to *Consultant Questionnaire in Exhibit A* to see the work plan / technical approach questions.
- **Client References:** Provide a minimum of three (3) current and two (2) past California client references. At least two must be public agencies, and priority should be given to public agencies with retiree population on benefit plans and/or local employers covered by collective bargaining. Proposers should use *Client References in Exhibit A* for each reference to specify the insurance programs negotiated, number of covered employees for each client, time period firm has serviced that account, designated person's name, title, organization, address, phone number and email address.

- **Staffing Proposal:** Provide the names of all professional staff that would be assigned to service this account and a brief resume of their background and experience, and explain the proposed role of each person. Designate a principle manager who will have primary responsibility for servicing this account; see *Staffing Proposal in Exhibit A*. Provide a description of the organizational structure of the firm and the method by which work is accomplished. Describe any pending litigation and any conflicts of interest that may exist in working with certain providers.
- **Price Proposal:** Include a comprehensive specific description indicating how the firm would price the District's account and the estimated annual cost of the services. Proposers are directed to the *Price Proposal Form in Exhibit A*, which shall be completed, answered in full and submitted with your proposal.
- **Exceptions, Clarifications, Amendments:** See *Exhibit A*
- **Contract Equity:** Proposers are directed to *Exhibit A, Contract Equity Program*, which should be reviewed and appropriate forms completed and submitted with your proposal.
- **Insurance Requirements:** See *Exhibit B*
- **Draft Brokerage Services Agreement:** Provide a draft copy of your services agreement for initial review by our counsel. A copy of the standard District contract is also attached for your reference as *Exhibit C*.
- **Business Associate Agreement pursuant to HIPAA** – The selected proposer will be required to enter into a Business Associate Agreement in compliance with HIPAA laws.

VI. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- Late and/or unsealed responses will not be accepted.
- RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in Section VIII Schedule. Any RFP response received after that time or date or at a place other than the stated address or unsealed responses cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
- RFP responses are to be addressed/delivered as follows:

Mailed:
EBMUD
ATTN: Kelley K. Smith, Manager of Purchasing
RFP for Benefits Broker and Consulting Services
EBMUD–Purchasing Division
P.O. Box 24055, MS 102
Oakland, CA 94623-1055

Hand-delivered or delivered by courier or package delivery service:

EBMUD

ATTN: Kelley K. Smith, Manager of Purchasing
RFP for Benefits Broker and Consulting Services
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607-4240

Proposer’s name, return address, and the RFP number and title must also appear on the mailing package.

- Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures, one (1) hard copy of original, and one (1) electronic copy delivered either via a flash drive or CD delivered with the sealed hard copies of the RFP response.
- RFP responses submitted via electronic transmissions only will not be considered a full submission. Electronic transmissions include faxed RFP responses or those delivered on a flash drive or other portable drive. All electronic transmissions must be accompanied by required hard copies RFP responses.
- All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
- The submitted proposals and response forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). The District will notify proposers of any public request for disclosure of such documents.

VII. SELECTION PROCESS

A. Selection

The District will award a contract to the responsible and responsive Proposer whose proposal is most advantageous and favorable to the District. Only those proposals which meet the submission requirements will be evaluated. All proposals will be evaluated by a Selection Committee. Each proposal will be evaluated and scored according to the evaluation criteria below.

Evaluation Criteria

- Responsiveness to the RFP
- Project Approach
- Qualifications, Relevant Experience and Quality of References
- Pricing

After evaluating all qualified proposals, firms will be notified of the results of the evaluation. Firms achieving the highest scores in the initial evaluation process will be selected for oral interview. Firms selected for oral interviews will be notified as to the time and place of the interview.

B. Protests

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on the District's website (www.ebmud.com) or notification of selection/non-selection, whichever is sooner. 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.

Bid 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 bid, the name of the firm protesting and include a name, telephone number, and email address and physical address of the 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 or hand delivered to: the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or PO Box 24055, Oakland, CA 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 day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid 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 business days from the date of receipt of the requesting organization's determination on the protest.

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 bid 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.

VIII. SCHEDULE

| | |
|------------------------------------|--------------------|
| Issue RFP to potential bidders | May 22, 2019 |
| Proposals due by 4:00 pm | June 21, 2019 |
| Complete proposal evaluation | July 12, 2019 |
| Oral Presentations & Interviews | July 15 – 26, 2019 |
| Select Broker/Contract Negotiation | July 31, 2019 |
| Finalize Contract Negotiation | August 23, 2019 |
| Board Leg HR | September 10, 2019 |
| Board Approval | September 24, 2019 |
| Contract Begins | January 1, 2020 |

EXHIBIT A

RFP RESPONSE PACKET

RFP for BENEFITS BROKER AND CONSULTING SERVICES

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION VI above- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, THE PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS.**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **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.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS ATTACHMENTS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE.**

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, Consultant Questionnaire, Client References, etc.).

1. **Proposer Information and Acceptance Form**
2. **Executive Summary on Letter of Transmittal:** This letter of transmittal should not exceed three (3) pages in length.
3. **Consultant Questionnaire**
4. **Client References**
5. **Staffing Proposal**
6. **Price Proposal**
7. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
8. **Contract Equity Program & Equal Employment Opportunity:**
 - (a) Every proposer must complete, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification"; and Form P-46, "Designation of Subcontractors." Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.
9. **Proposer's Draft Brokerage Services Agreement**

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP 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 of RFP No. HRD 15-001
3. 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.
4. 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.
5. 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.
6. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind including cost and expenses for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
7. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements as stated in the RFP.
8. 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.
9. 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.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:
 Proposer is not an SBE and is ineligible for any Proposal preference; **OR**

Benefits Broker and Consulting Services

- Proposer is an SBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity 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 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: _____

Web page: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

Benefits Broker and Consulting Services

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



CONSULTANT QUESTIONNAIRE

Please submit answers to ALL questions. These can be copied to your own form for response as long as no changes are made to the questions.

| QUESTION | RESPONSE |
|---|----------|
| 1. Provide a description of the organizational structure of the firm and the method by which scope of work and requirements described in this RFP will be accomplished. | |
| 2. Describe your plans for managing the future growth of your firm. | |
| 3. Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio? How many public-sector clients does your firm currently provide brokerage services to? | |
| 4. Describe any pending litigation and any conflicts of interest that may exist in working with certain providers. | |
| 5. Does your firm have any conflict of interest policy? If so, please provide a copy. Also, please describe any conflicts that have arisen within the firm and how they were resolved. Disclose any existing or potential conflicts of interest between the scope of work required by the District and your firm's other business activities. | |



| QUESTION | RESPONSE |
|---|----------|
| <p>6. What are three to four key things we should look for when hiring a consultant?</p> | |
| <p>7. What is your firm's Service Level Agreement for returning:</p> <ul style="list-style-type: none"> • Phone calls? • E-mails or written questions? | |
| <p>8. Provide two examples of when you have provided services that have gone beyond the "spirit of the contract" (pro bono work).</p> | |
| <p>9. Give two examples that demonstrate your firm's ability to be proactive in finding opportunities to enhance services to the client.</p> | |
| <p>10. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.</p> | |
| <p>11. Describe technical or professional support available at no extra cost through your firm and any unique brokerage or consulting services your firm will offer the District that may be of interest to us.</p> | |
| <p>12. Provide a sample work plan for a client medical insurance renewal and a plan for adding medical insurance carriers to the District's plans.</p> | |



| QUESTION | RESPONSE |
|--|----------|
| 13. Provide examples that demonstrate your firm's negotiation skills to bring down costs. | |
| 14. Give a description of techniques used to obtain coverage where insurers may have been reluctant to write coverage, and examples that demonstrate success with these techniques. | |
| 15. Describe your firm's expertise in underwriting and actuarial analysis of premium and claim data. | |
| 16. How do you track and communicate legislative updates to your clients? Provide a sample of legislative updates. What training resources does your firm provide to assist your clients in educating their benefit staff? | |
| 17. How do you track and communicate industry trends to your clients? Provide a sample of industry trend updates. | |
| 18. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events which create additional service needs for the District. | |



| QUESTION | RESPONSE |
|---|----------|
| <p>19. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.</p> | |
| <p>20. Do you have access to a benefits attorney who could render opinions to the District? If so, please provide the cost for this service.</p> | |
| <p>21. What services does your firm provide for developing Open Enrollment and New Employee Orientation materials? Please provide a separate cost for each program (open enrollment and new employee orientations).</p> | |
| <p>22. Give a description of your firm's capacity to support wellness programs to help control healthcare costs, including resources and tools you offer to clients regarding wellness initiatives.</p> | |
| <p>23. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to the District? Please provide the cost for these services.</p> | |



CLIENT REFERENCES

Instructions: Provide at least three current and two past California clients. Two of these clients should be public entities covered by collective bargaining and with retiree populations on healthcare. Copy this form as appropriate.

| | |
|---|--|
| Name of Client: | |
| Client Address | |
| | |
| | |
| Client Contact Names(s) and Title(s) | |
| | |
| | |
| Client Contact Phone Number(s) and Email Address | |
| | |
| | |
| Insurance programs negotiated, number of covered employees, and time period firm has serviced this account: | |
| | |

The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.



STAFFING PROPOSAL

List of proposed staff to be dedicated to the District's account and their ability to meet the District's needs based on the scope of work. Designate an Account Manager who would provide day-to-day direction of the required work. Attach each person's resume and work experience. Experience with working with clients in the public sector is preferred. Use additional sheets if necessary.

| Proposed Staff Name(s) and Title(s) | Brief Description of Areas of Responsibility | Brief Description of Education, Experience and Professional Qualification | Brief Description of Similar Clients/Programs Currently Assigned To |
|--|---|--|--|
| | | | |
| | | | |
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PRICE PROPOSAL

Include a comprehensive and specific description indicating how the firm would price the District's account and the estimated annual cost of the services for each of the three years of the initial term of the contract and for the potential additional two year extensions that may follow. Indicate whether pricing is based on an annual fee for service or a combination of the two. Include any and all commissions and fees that your firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations.

The District reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the District's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

Additionally, prior to award of a contract, the successful proposer shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

| Period | Pricing |
|------------|---------|
| Year One | |
| Year Two | |
| Year Three | |
| Year Four | |
| Year Five | |

The District reserves the right, at its sole discretion, to waive minor irregularities in proposals received and to reject any and all proposals.



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Benefits Broker and Consulting Services

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

| Reference to: | | | Description |
|---------------|---------|----------|---------------------------------------|
| Page No. | Section | Item No. | |
| p. 23 | D | 1.c. | <i>Proposer takes exception to...</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

All business enterprises shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

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

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

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

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to award.

The following are the minimum insurance limits required by the District to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the 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 GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section and, if requested, shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

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

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 General or Professional Service Provider.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the District, its directors, officers, officials, agents, volunteers, and employees. Consultant shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

D. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the Agreement professional liability insurance with a minimum of \$2,000,000/occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage.

- 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 period of coverage for a minimum of three (3) years after completion of the Services.

E. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER



shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



EXHIBIT C

EBMUD SAMPLE CONSULTANT AGREEMENT

(Standard Consulting Agreement for
Contracts Greater than \$80,000 - Revised 5/8/19)
(Note: Reference District Procedure No. 451)

CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
(Project Title)

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

I. WITNESSETH

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

WHEREAS, DISTRICT has completed *(completed projects that pertain to this project - optional)*; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for *(state type - "preparation of planning documents", "preparation of design documents", or "construction management support services")* for the *(project title)* and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

IF OVER \$80,000:

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

-OR- IF BETWEEN \$30,000 AND \$80,000:

WHEREAS, DISTRICT has authorized the contract by approval of the General Manager.



NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to DISTRICT, as set forth in greater detail herein.

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
 - 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the (***state type - for example "engineering"***) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared



or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.

- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.



ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

- 3.1 This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.
- (Include the following paragraph only if your scope of services includes Optional Services.)***
- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

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



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

(Optional)

- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (***District Project Manager's name***) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (***Consultant Project Manager's name***) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or sub consultant shall be subject to approval by the DISTRICT Project Manager. (***The following sentence is optional.***) CONSULTANT hereby commits an average of (***1 to 100***) percent of (***Consultant Project Manager's name***) time on this project for the duration of the project.



ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.

[Paragraph 6.2 to be used when there is subcontracting/sub consulting opportunities. See CEP office for details.]

6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each sub consultant. Any change of CONSULTANT'S listed sub consultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

(Insurance criteria may vary – refer to the Risk Management Section Guidelines. Contact the Risk Management Section for copy of latest version.)

(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)

7.1 Indemnification

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

7.2 Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT.



Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

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

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.

7.3 Workers Compensation Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, Workers Compensation Insurance, for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any sub consultant to provide it with evidence of Workers Compensation Insurance.

Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

7.4 Commercial General Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any sub consultant to provide evidence of liability insurance coverages.

The amounts of insurance coverages shall not be less than the following:



\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies): ***(Use only those coverages that apply and type [x] in boxes on Public Liability Certificate. Questions should be directed to Risk Management, x0177.)***

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

7.5 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$1,000,000 of



liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

If Errors and Omissions or Pollution Coverage is written on a claims-made form, the following shall apply:

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of _____
P.O. Box 24055
Oakland, CA 94623-1055

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



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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.



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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.

ARTICLE 10 - TERM

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



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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
(Name),
(Insert title)

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____

Rev. 5/8/19



EXHIBIT D

EAST BAY MUNICIPAL UTILITY DISTRICT

PROB- LT-TC 2019 EMPLOYEE BENEFIT SUMMARY

Health Benefits

Medical Insurance

Some health plans may require employee premium contribution.

- **KAISER HMO:** Premiums are fully paid by the District for employee and their eligible dependents.
- **SUTTER HEALTH PLUS HMO:** Single coverage (employee only) is fully paid by the District. Double or Family coverage requires the employee pay 15% of the premium cost.
- **ANTHEM BLUE CROSS CLASSIC PPO:** Single coverage (employee only) is fully paid by the District. Double or Family coverage requires the employee pay 15% of the premium cost.

ONLY FOR CERTAIN UNREPRESENTED EMPLOYEES

Consumer Driven Health Plan (CDHP) is a type of health coverage that is generally paired with a Health Savings Account (HSA), a tax-free (federal only) savings fund that can be used to pay for qualified health care expenses.

- **KAISER CDHP:** Premiums are fully paid by the District for employee and their eligible dependents. Hearing aid coverage up to \$1,000 benefit per ear every three years.
- **SUTTER HEALTH PLUS CDHP:** Single coverage (employee only) is fully paid by the District. Double or Family coverage requires the employee pay 15% of the premium cost.
- **ANTHEM BLUE CROSS CDHP:** Single coverage (employee only) is fully paid by the District. Double or Family coverage requires the employee pay 15% of the premium cost.

EFFECTIVE DATE OF COVERAGE: Coverage is effective the first day of the month following the hire date for employees and eligible dependents.

ELIGIBLE DEPENDENTS: Spouse or registered domestic partner, dependent children up to age 26. Dependent children, who are adopted, under legal guardianship, or under legal custody, may also be eligible for coverage. Legal documentation is required for these dependent children.

INELIGIBLE DEPENDENTS: Divorced spouses, dependents over age 26 (not disabled), grandchildren or other extended family without legal guardianship or custody, stepchildren following a divorce, unmarried partners without EBMUD registered domestic partnership affidavit. **Employee is liable for the excess premiums paid by EBMUD for health plans, and the insurance carriers can bill employee directly for charges incurred while a dependent is ineligible.**

Domestic Partnership

Employees may cover domestic partners for medical, dental and vision care, and are eligible for all leaves allowed for family emergencies. Employees must submit a notarized EBMUD Domestic Partnership Affidavit. For Anthem Blue Cross members only, employees who cover their domestic partner under the District sponsored Anthem Blue Cross plan must have a state-registered domestic partnership. The employee is responsible for paying **taxes** on the insurance premium amount that the District pays for the added domestic partner – that amount is divided in 2 pay periods per month and added to the employee's income for taxation. There is NO taxation if the employee claims the partner (and the partner's dependents) as qualified IRS dependents annually. Domestic Partnership Application forms are available through [HR Connection](#) or through the Forms Shop.

Medical Non-Dual Enrollment Incentive

An employee who receives medical insurance coverage through their spouse or partner and elect **NOT** to receive District paid medical insurance coverage will receive **\$500 (taxable)** per month, effective the month following the hire



date. During the October annual Open Enrollment period, employee and dependents can be enrolled in medical plans. Re-enrollment in District medical plans may occur within 31 day of the loss of other coverage. Proof of loss of coverage will be required.

Delta Dental Plan

Premium is fully paid by the District for employees and eligible dependents up to age 26. Coverage provides 100% basic, 50% prosthodontics, and a lifetime maximum orthodontic benefit of **50% up to \$3,000** per patient. The plan requires a **\$15** per person annual deductible, **\$45** per family maximum, and provides a maximum benefit of **\$2,500** per person (**\$3,000** if a Delta Dental PPO In-Network Dentist is utilized). There is a 12-month waiting period before orthodontic benefits become effective. Visit www.deltadentalins.com for more information.

Vision Service Plan (VSP) – Signature Plan

Premium is fully paid by the District for employees and eligible dependents up to age 26. Co-payment is **\$10** for Exam & Prescription Glasses (**\$0** co-pay for contact lenses). The plan provides for one exam and eyeglass lens every calendar year, one set of eyeglass frames every 2 calendar years per patient through participating providers. For Contact Lens Care (in lieu of glasses) **\$120** allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation).

VSP offers higher benefit allowances at non-VSP providers and offer additional choices in eye care providers. You can now go to VSP network doctors and retail chain affiliate providers such as Costco. Eye exam and frame allowance will be up to \$50 and up to \$70, respectively.

To find a VSP doctor or retail chain affiliate, visit www.vsp.com or call 1-800-877-7195. For details on the new benefit allowances, please refer to the Vision Benefit Summary posted on the HR Connection website.

Members who have had laser vision surgery (PRK, LASIK or Custom LASIK) can use their frame allowance to buy non-prescription sunglasses from their VSP Doctor. Members who have not had vision correction can still get non-prescription sunglasses from their VSP doctor at a 20% discount.

Flexible Spending Account (FSA)

The Flexible Spending Account (FSA) plan allows the employee to contribute a portion of their pre-tax income into an account to be used to pay for certain health care and/or dependent day care expenses. In addition to employee contribution, the District offers **\$915 supplemental benefit dollars** per calendar year to eligible employees. Employees may take this amount as

- Taxable **CASH** payment OR
- Allocate the entire amount in a pre-tax lump sum to the **MCRP** OR
- Allocate the entire amount in a pre-tax lump sum to the **DCAP**

The Plan offers the following **pre-tax** accounts. Employees may elect to contribute to one or both of these Accounts or elect to participate in none of them, per calendar year.

- **Medical Care Reimbursement Plan (MCRP)** that reimburses certain health care costs not covered by the Health Plans, like Plan deductible and co-payments. Employees can elect to contribute up to **\$2,700 including the District supplemental benefit dollars.**
- **Dependent Care Assistance Plan (DCAP)** that reimburses the cost of certain dependent care expenses for eligible dependents. Employees can elect to contribute up to **\$5,000 including the District supplemental benefit dollars.**

Employees enrolled in Medical FSA may rollover up to \$500 to the next calendar year as long as they contribute at least \$100 into Medical FSA for the next plan year. Contributions can either come from employee or District Supplemental Benefit. Any amount of money in excess of the \$500 rollover allowance left in a Medical FSA at the end of the year is forfeited. Note: The rollover does not impact the maximum election amount for the following plan year.

Employees must make an election to participate within 31 days of hire. If no election is made, the District supplemental benefit dollars defaults to **CASH**. This program is based on a calendar year and employees must elect to participate during the **annual OPEN ENROLLMENT** in October to be effective in January of the next calendar year. To be eligible



for the current year's benefit, employee must start work on or before November 30th, otherwise, the benefit begins the first of the next year.

If you allocated money to a Medical/Dependent Care Reimbursement Plan, you should spend any money remaining in the account prior to your separation date. As long as you have incurred the expense prior to your separation date, you have 90 days following your separation to file a claim for reimbursement. You can elect to continue your FSA medical account through COBRA until the end of the calendar year. This option will be part of the COBRA Notice of Continuation Rights sent to you by Morneau Shepell.

Health Savings Account

ONLY FOR CERTAIN UNREPRESENTED EMPLOYEES

HSA is an IRS-approved program that can only be combined with a CDHP. CDHP members and/or employers can set aside federal tax-free money to pay for qualified health care expenses. Unused funds in an HSA account are rolled over from year to year, with no limit to the amount rolled over. You and the District may contribute money tax-free (federal only) to an HSA up to the limit set by the IRS each year.

For 2019, the HSA contribution limit for employee and employer contributions combined is:

- \$3,500 for individual and
- \$7,000 for family

Participants who are 55 or older may contribute an additional \$1,000 in HSA per year.

For 2019, the combined catch-up contributions and regular limits equate to a total of:

- \$4,500 for an individual and
- \$8,000 for a family plan

The money you spend from your HSA is tax-free, as long as it is used for qualified medical expenses.

Wellbeing Programs

EBMUD offers wellness programs and resources designed to promote overall health and well-being. A monthly electronic Healthy Life e-Newsletter is sent to all Board of Directors. Various seminars on health related topics are presented by benefit providers. There are four on-site fitness facilities accessible to Employees. Facilities are equipped with a variety of exercise options and some have showers and changing rooms. Employees are required to sign a waiver before being allowed access to the Fitness Facility. Information is available through [HR Connection](#).