

# **East Bay Municipal Utility District**



## **Request for Proposal**

### **Employee Assistance Program Services**

**FY13 to FY18**

**(With option for three one-year extensions)**

East Bay Municipal Utility District  
Human Resources Department  
375 Eleventh Street, MS 601  
Oakland, California 94607  
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Submission due date: February 21, 2012

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## REQUEST FOR PROPOSAL

Attached is a Request for Proposal (RFP) for Employee Assistance Program (EAP) services to be considered for implementation within EAST BAY MUNICIPAL UTILITY DISTRICT (the District). If your organization provides EAP services and is interested in providing these services to the District, please respond to the RFP, no later than February 21, 2012 at 4:30 PM in the afternoon.

Please review and respond to the questions contained in this RFP. ***The Contract Equity Program (CEP) forms and questions at the back of the RFP must also be fully completed for your proposal to receive consideration.***

### PART ONE DISTRICT BACKGROUND

The District is a public utility governed by a seven member Board of Directors elected by persons residing within the District service area. Approximately 1.3 million persons are served by the District's water system within a 332 square mile area, and 650,000 wastewater customers covering an 88 square mile area of Alameda and Contra Costa counties. The District has been in operation for close to 90 years, with roots going back further to small, historical suppliers of water in the East Bay.

The District employs about 1,750 full-time, part-time, and temporary employees. The average age of our population is 49 years old, with the majority of our workforce being between 41 and 55 years old. The workforce is predominantly male. While most District employees work and reside in the greater East Bay area, we have employee populations in the Livermore Valley, the Stockton area, and the Mokelumne River Watershed. District Administrative Headquarters are located in downtown Oakland. A list of employee zip codes is attached to the RFP (Exhibit F).

A majority of District employees belong to one of four unions: American Federation of State, County, and Municipal Employees (AFSCME) Locals 444 and 2019, Operating Engineers local 39, and International Federation of Professional and Technical Engineers (IFPTE) local 21.

The District first contracted for EAP services in 1972. Our employees value EAP availability and have a fairly stable utilization rate of approximately 10% for both clinical (marriage counseling, etc.) and life services (legal, estate planning, etc.) for a combined utilization rate of 20%. In recent years the District has been averaging approximately \$110,000 annually for EAP service costs. The District is interested in maintaining focus on core EAP technologies with a comprehensive menu of additional options.

The District plans to implement a new EAP contract, pursuant to this RFP, on July 1, 2012 that will be in effect for 5 to 8 years including options to renew.

**PART TWO**  
**REQUIRED SCOPE OF SERVICES**

The District seeks an EAP provider that meets the following criteria (since not all are services):

1. Strengths in EAP core technology as defined by Employee Assistance Professional Association (see Exhibit E for definition) and also provide ancillary life-services.
2. 24/7 availability.
3. Appropriately licensed and credentialed to operate in California.
4. Ability to establish a credible worksite presence at the District through site visits, events, publications, etc, that lead employees to know and use the EAP.
5. Provide a 6-session/client /fiscal year EAP counseling model.
6. Has strong familiarity with local resources with current openings to which clients can be referred for immediate assistance based on their specific needs.
7. Has the flexibility to allow the District to add individual providers on request.
8. Is willing to enter into t a multi-year contract of 5 to 8 years' duration including options to renew.
9. Is willing to execute and adhere to a contract that includes the District's standard contract terms (which are attached as Part 6).
10. Has the technological capability to maintain automated client data and billing services on both a " fee-for- service" and a "capitated" basis
11. Can provide an annual report of client utilization and outcome measures that document value added or return on investment for services provided.
12. Is capable of sustaining or increasing the District's current client utilization levels.
13. Demonstrate proven ability to understand and successfully work in a public sector environment that is heavily unionized.

**PART THREE**  
**QUESTIONNAIRE IN ORDER TO DEMONSTRATE**  
**ABILITY TO MEET THE REQUIRED SCOPE OF SERVICES**

**I. PROVIDE AN OVERVIEW DESCRIPTION OF YOUR EAP**

- A. What is your organization's philosophy regarding EAPs and how has it evolved to date?
- B. How is your EAP differentiated from a managed behavioral healthcare function in terms of structure, process and personnel? Do you offer both assessment and referral, and mental health treatment EAP models?
- C. Describe the worksite-based component(s) of your EAP.
- D. How does your organization establish a presence with employees and supervisors?
- E. How do you measure the value that your EAP adds to the client company?
- F. What value can your organization specifically add to the District?

**II. LIST AND DESCRIBE THE EAP SERVICES YOUR EAP PROVIDES**

- A. Core EAP Services (specify all that apply)
  1. Supervisory referrals/consultations
  2. Drug and alcohol assessment, referral and follow-up
  3. Emotional/psychological intervention, chronic and acute

4. Relationship issues
  5. Work-related problems
  6. Legal consultation
  7. Eldercare/child care
  8. Financial counseling
  9. Retirement preplanning
  10. Other work/life components
- B. Onsite Trainings including supervisory orientations, brown bag employee sessions, critical incident debriefing services and other requested consultations
- C. Promotional and Communications Materials and Strategies
1. Describe your Ability to provide EAP brochures, videos, wallet cards and other promotional material.
  2. Will you distribute a dedicated newsletter to supervisors and/or all employees on a regular schedule?
  3. Will you have web-site access for employees to access information about the EAP?
- D. Describe your ability to provide services to employees and managers on a 24-hour, seven day a week basis.
- E. Describe how clients or employees/family members will be referred to providers who are able to see them on a timely basis. What follow-up do you provide to insure the employee has completed the referral?
- F. How do you match employee problems to provider expertise and availability?
- G. Describe your follow-up process for new referrals, ongoing cases, and closed cases.
- H. Describe how you will establish an ongoing worksite presence to encourage EAP utilization by troubled employees.
- I. Describe how you will stimulate and reinforce supervisor/manager consultation and the referral of troubled employees. What reports are developed to provide feedback on supervisory consultations and referrals? What is your target utilization for supervisory referrals and why?
- J. Describe your experience in providing additional services of SAP assessments, oversight coordination of Fitness for Duty evaluations, and other services.
- K. What new EAP initiatives have you implemented in the last 24 months?

### III. Describe your ADMINISTRATIVE STRUCTURE

- A. Provide a brief history of your EAP organization, including the following:
1. Inception and years of experience in providing EAP services.
  2. History of any EAP mergers and acquisitions.
  3. Connections, if any, with a parent organization. Other services/products provided by your organization, including your parent organization. What percentage of the organization's revenue comes from EAP and what percentage comes from other activities?
- B. List Current EAP Client
1. Please highlight customers, past or present that are public sector and/or utilities.
  2. How is your EAP customer base divided among various business sectors?
- C.
1. Please provide an organization chart of your operation and flow charts specific to providing EAP services.
  2. Please describe the EAP models that you offer. How do you propose to staff and structure service delivery for the District EAP.
    - a. How many contracts will be assigned to the District account rep?
    - b. How many covered lives?
    - c. How often will the account representative meet with the District?
  3. Who will be responsible for authorizing EAP sessions and how will this determination be made? What is your capacity for verifying employment status and sessions used? Will providers be contacted for the employee? How will the EAP know that the employee has followed through with the referral? What contact is initiated to the employee who does not complete a referral?
  4. Who will contact supervisors regarding supervisory referrals? How is information transmitted from the District to the EAP professional about the particular situation? What if additional information develops?
  5. Who will coordinate with the District administrative oversight function and EAP committee? What is your experience with internally managed/external contract model EAPs? Describe how your EAP would coordinate with District.
  6. Do you have a client company advisory committee and, if so, what companies are involved?
- D. Please provide copies of licenses, certificates and accreditation as they apply to your organization and provide information, including appropriate credentials and experience, regarding the employees who will be responsible for our contract.
1. Describe your standards and requirement review procedures for the professional experience and credentials of your employees who provide initial response and triage to employees calling in for EAP service. Will these people be dedicated to the District account? What is their average length of service at this position?
  2. Describe any current or past litigation and/or claims against your EAP or parent

- organization. What is the current nature and status of these actions?
3. Describe the structure and role of your provider grievance committee, how often it is convened, under what circumstances and what it has accomplished. Describe the appeals procedure as it applies to your EAP services.
  4. Are you licensed under Knox-Keene to provide EAP services? If Knox-Keene compliant, please describe.
- E. Describe the information management and reporting capability of your organization.
1. What type of automated client tracking do you use?
  2. Please provide copies of client tracking forms and computer screens.
  3. Please provide copies of employee, provider, and supervisory satisfaction surveys and indicate the return rate across your customer base.
  4. Describe the outcome measures and reports available to the employer. Please provide your best example of an outcome report.

#### **IV. PROVIDER DEMOGRAPHICS**

- A. Will you permit the District to add providers to your panel, if they meet your credentialing requirements?
- B. Will you permit the District to authorize additional EAP sessions on a fee for service basis?
- C. Please provide a staffing profile for the Bay Area, with particular attention to the East Bay, Stockton and Valley Spring regions. Include in this profile information related to clinical specialization, cultural diversity and availability.
- D. Please describe your provider rating system and include all component criteria.
  1. Is your provider list currently open or closed?
  2. How are practitioners initially assessed and subsequently updated?
  3. Do you list providers by specialty? How is the employee connected to the best EAP counselor?
  4. How are practitioners reviewed for effectiveness on an ongoing basis?
  5. When do you know if you need more or less providers on contract?
  6. Under what circumstances have you removed practitioners from your list?
  7. Describe the method, content and frequency of provider training, supervision and feedback, including mechanisms for clinical oversight, case staffing and quality improvement.
  8. Do you have a provider committee and, if so, how often do they meet?
- E. What is your current provider payment rate for EAP services and how does this compare with your payment rate for other clinical services that the provider may be

delivering through your organization? Do providers offer both EAP and treatment services to you at the same rate? Do you reimburse providers for EAP follow-up?

- F. How do you track provider satisfaction? What is your provider grievance or appeal process? How many provider complaints have you received in each of the past three years and what are the recurring issues?
- G. What criteria are used to authorize the number of EAP sessions? What process is used to match the client and provider? What is the background of the individual making this determination?

## **V. RELATIONSHIPS WITH LABOR ORGANIZATIONS**

Please describe your history of working with labor unions. Please include enough information for District Unions to be able to analyze your understanding of represented employees concerns and wishes related to an EAP, and your ability to deliver a service that also meets their needs. Please emphasize, in your histories, your understanding of differences between public and private sector labor organizations. Please include labor references and testimony. Specify any areas of conflict between the delivery of EAP services and labor/management perspectives and priorities that you have previously encountered with other clients and how you have addressed them.

## **VI. KNOWLEDGE OF THE DISTRICT WORKFORCE**

Please describe your organization's experience in providing services to construction and engineering firms and their employees. Identify similar contracts that you have now or have had within the last 10 years. What are the particular issues that arise in the design or delivery of EAP services for this kind of workforce and setting? What specialized orientation would you look for in your providers to address the needs of this population? Please include your experience with other municipal entities and/or Civil Service populations.

## **VII. PERFORMANCE MEASURES**

- A. Describe your client outcome tracking system
  - 1. What treatment outcome metrics do you track?
  - 2. What benchmark metrics are appropriate for the District with respect to:
    - a. Overall EAP utilization rate.
    - b. The percentage of employees using the program.
    - c. The percentage of employees formally referred by management.
    - d. The percentage of employees with substance abuse problems.
    - e. The number of follow up contacts
    - f. The number of management consultations per year for a comparably sized workforce, similar to the District.
- B. What percentage of employees with substance abuse problems that your firm has treated is still employed one year after treatment?



- C. Describe your follow-up protocols for:
  - 1. Formal supervisory referrals.
  - 2. Self-referred employees with substance abuse problems.
  - 3. Formally referred employees with substance abuse problems.
  - 4. Employees with psychiatric problems resulting in lost time from work.

**VIII. COST STRUCTURES**

Please provide your pricing options for a Core Technology EAP and include ancillary services and accessories. What are the pricing options available if the services you listed in section II are purchased as a bundled offering or individually?

- 1. What options can you provide for either fee for service or capitation? The District is specifically seeking a fee for service schedule with a financial ceiling equivalent to a capitated rate.
- 2. What options can you provide for multi-year contracting (5 to 8 years)?

**IX. CAPACITY FOR START UP**

How much time is required for implementing the EAP?

Please provide a detailed description of preparatory steps and a timeline that you can commit to.

**X. REFERENCES**

Please provide three contacts from current customers and three contacts from former customers within the last 10 years that the District can interview regarding your EAP services. Feel free to include written references in addition to the above contact information.

**PART FOUR**  
**OTHER TERMS AND CONDITIONS**

- A. If the Scope of EAP Services is changed by the District to meet its requirements, the basis of payment and cost ceiling will be renegotiated.
- B. All communications from EAP Vendor to the District shall be directed to:  
  
Roger Wapner  
EBMUD MS #601  
PO Box 24055  
Oakland CA 94623-1055
- C. Quality and quantity of work shall meet District standard practice and be acceptable to District personnel. Failure to meet requirements may result in termination of contract with Consultant at the discretion of the District.

**PROPOSAL SUBMISSION**

- A. Six copies of your proposal must be received by 4:30 PM on February 21, 2012. They

should be addressed to:

Roger Wapner  
EBMUD MS #601  
PO Box 24055  
Oakland CA 94623-1055

- B. Late proposals will not be accepted; proposals shall stipulate that they are valid for 6 months from date of submittal. An official legally capable of binding the firm must sign proposals. No term, condition, or cost of the proposal can be revised after bids have been opened, unless agreed to in writing and signed by both parties.
- C. Promptly after receipt of the proposals, the District will open all proposals and commence its evaluation. The Firm(s) submitting proposal(s) deemed by the District to be most responsive to District needs will be interviewed for final selection. Upon completion of its evaluation, the District will notify each bidder of the results.
- D. Selection will be based on the extent to which the proposal meets the District's needs, samples of previous work, references and cost.
- E. The selected Firm will be required to agree not to disclose information contained in District records and not to disclose information regarding this assignment without prior written consent of the District.
- F. The Firm has the entire responsibility for any and all injury to the public and to individuals. The Firm expressly agrees to indemnify, defend, and hold harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages including attorneys' fees, arising out of Firm's operation or performance under this agreement.
- G. The District will not pay for any costs incurred in the preparation or submission of the proposal or in connection with the interviews.
- H. The District reserves the right to reject any and all proposals received as a result of this request. Subsequent procurement, if any, will be in accordance with appropriate The District contractual action.
- I. If awarded the contract, the District anticipates Firm will comply with the terms and conditions outlined in the RFP and the attached Sample Contract in Part Six of this RFP. If Firms are unable or unwilling to accept the terms and conditions outlined in the RFP and the attached Sample Consulting Agreement, please outline any terms or conditions that Firm is unable or unwilling to accept. Please be specific and outline any alternative proposals for each.

**PART FIVE**  
**CONTRACT EQUITY PROGRAM**  
**EQUAL EMPLOYMENT OPPORTUNITY GUIDELINES**

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EAST BAY MUNICIPAL UTILITY DISTRICT

**CONTRACT EQUITY PROGRAM**  
**AND**  
**EQUAL EMPLOYMENT**  
**OPPORTUNITY GUIDELINES**

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**DECEMBER 2011**

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December 2011

# I. CONTRACT EQUITY PROGRAM

The following Contract Equity Program Guidelines were established to enhance equal opportunities for business owners of all races, ethnicities and genders who are interested in doing business with the District pursuant to Policy 17 approved by the Board of Directors on June 9, 1998. Policy 17 was superseded by Policy 1.03 – Contract Equity Program and Policy 1.04 – Contractor’s Compliance with Equal Employment Opportunity, following the passage of Proposition 209. Further, the District provides assistance to all prospective bidders/proposers in obtaining subcontractor participation by all availability groups, including identification of possible business enterprises.

The Contract Equity Program requires bidders/proposers to conduct outreach to all potential subcontractors to ensure that opportunities to participate in District contracts are publicized as widely as possible. This outreach is intended to broaden the pool of competitive bidders, lower prices to the District, and help achieve diversity among District contractors<sup>1</sup> and subcontractors. The District’s expectation is that with bidders’/proposers’ Good Faith Outreach Efforts to subcontractors of all races and both genders, the composition of District contractors and subcontractors will reflect the broad diversity present in the marketplace, consistent with the Contracting Objectives of the Contract Equity Program.

Additionally, contractors located in counties, such as Alameda, Contra Costa, San Joaquin, Calaveras, Amador and other counties that are directly impacted by District contracts and/or operations, should be targeted in outreach efforts.

A potential contractor’s noncompliance with these guidelines may deem a bid or proposal nonresponsive, and therefore, ineligible for contract award.

The requirement of the District’s Contract Equity Program is that all bidders/proposers must document Good Faith Outreach Efforts in the ten areas set forth in Section A. Section B provides an exemption from this requirement for bidders/proposers who meet the District’s Contracting Objectives or obtain a waiver from the District’s Contract Equity Administrator.

**Materiality:** The documentation and certification required by the District are material, will govern the potential contractor and its subcontractors’ performance and will be made part of the bid/proposal and the resulting contract with the District.

**Nondiscrimination:** There shall be no discrimination or harassment or retaliation against any person, or group of persons, on account of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (genetic characteristics or cancer), age, marital status, or sexual orientation within the meaning of California Government Code Section 12940 in the performance of this contract.

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<sup>1</sup> A company, firm, joint venture or individual who enters into an agreement with the District to provide services, i.e., construction, professional services and general services, and delivery of materials, supplies, and equipment. A contractor may be a construction contractor, a consultant, a vendor, a supplier, or a trucker.



The contractor shall not establish or permit any such practice(s) of discrimination, harassment or retaliation with reference to the contract or any part thereof. The contractor must post applicable EEO policies and the District's "Working Together With Respect" poster to this effect in their workplaces where the District contract is being performed.

**Severability:** Should any part of the Contract Equity (CE) Program be declared to be unconstitutional, invalid, or beyond the authority of the District to enter into or carry out, by a final decision of a court or tribunal of competent jurisdiction, such decision shall not affect the validity of the remainder of the Program, which shall continue in full force and effect.

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## A. GOOD FAITH OUTREACH EFFORTS

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All potential contractors must implement all ten of the Good Faith Outreach Efforts listed below which are based on California Public Contract Code Section 2000<sup>2</sup>, subject to the provisions of Section B.

The apparent low bidder/recommended proposer shall submit Form P-041 documenting such Good Faith Outreach Efforts, as applicable, within 48 hours of bid opening or in accordance with submittal guidelines in the request for proposal, bid document, or Instruction to Bidders.

To demonstrate Good Faith Outreach Efforts in each of the ten areas, the potential contractor should have:

1. *attended* any pre-solicitation, pre-bid or pre-proposal meetings scheduled by the District to inform all bidders/proposers of the Contract Equity Program requirements, or *signed and submitted* the Contract Equity Program Guidelines Certification, Form P-042, with the bid or proposal documents, certifying that the bidder is informed as to the Program requirements;
2. *identified and selected* specific subcontracting areas of the contract to be performed by enterprises in all availability groups;
3. *advertised* not less than 10 calendar days before the date the bids/proposals are due, in one or more daily or weekly newspapers, minority, women or other association publications, trade-oriented journals, or other media, specified by the District, for all business enterprises that may be interested in participating in the contract;
4. *provided* written notice of interest in bidding/proposing on the contract to a reasonable number of enterprises in all availability groups not less than 10 calendar days before the date the bids/proposals are due. The District's business directory, which includes white men-, white women-, and ethnic minority-owned firms, is available free of charge<sup>3</sup>. A list of agencies that also provide business directories can be found in the appendix of these guidelines;

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<sup>2</sup> The District will apply Section 2000 to include ALL business enterprises (not limited to minority- and women-owned business enterprises); and the term "local agency" in that section has been changed to "District".

<sup>3</sup> The names of the firms listed in these directories are offered as a service. EBMUD has no independent knowledge regarding the composition of the firm's ownership, or the quality of the work performed by any listed entity.

5. *followed up* initial solicitations of interest by contacting the business enterprises to determine with certainty whether the enterprises are interested in performing specific items of the project;
6. *provided* interested business enterprises with information about the proposal, plans, specifications, and requirements for the selected subcontracting or material supply work;
7. *requested* assistance from community organizations or contractor groups; local, state, or federal business assistance offices, or other organizations that provide assistance in the recruitment and placement of business enterprises, if any is available;
8. *negotiated* in good faith with the business enterprises in all availability groups, and did not unjustifiably reject as unsatisfactory bids/proposals prepared by any such business enterprises, as determined by the District;
9. *advised and/or made* efforts, where applicable, to assist interested business enterprises in all availability groups in obtaining bonds, lines of credit, or insurance required by the District or potential contractor; and
10. *implemented* efforts that the District could reasonably expect to obtain business enterprise participation reflective of the broad diversity of contractors in the marketplace.

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## B. EXEMPTIONS FROM OUTREACH REQUIREMENTS

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### 1. CONTRACTING OBJECTIVES

The District has Contracting Objectives<sup>4</sup> based on the availability of all firms located in the District's geographic market areas that are interested in and able to do business with the District. Contracting Objectives apply to all contractors, regardless of their gender or ethnicity and to all contracts that are determined to have subcontracting opportunities, including material or supply opportunities and trucking. The CE Program groups all businesses into three (business owner) availability groups<sup>5</sup>:

- White Men
- White Women
- Ethnic Minority (both men and women)

Publicly held corporations managed and controlled by 51% of one of the three availability groups may count their participation towards meeting the contracting objective for that group.

Potential contractors who already meet the Contracting Objectives for all three availability groups, as described in the chart on page 4, are exempt from the Good Faith Outreach Efforts requirements set forth in Section A.

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<sup>4</sup> The Contracting Objectives represent percentages of the total value of a contract. The dollar value of the work performed by the contractor and his/her subcontractors is included in calculating the amount of participation by each availability group and determining if the Contracting Objectives are met. Contracting Objectives are based on the results of a Disparity Study conducted by the District which verified the number of businesses located within the District's geographic market area available to perform prime and subcontract work in all contracting categories.

<sup>5</sup> For example, when subcontracting opportunities are available, a \$200,000 construction contract would have 25% (\$50,000) or more of the work performed by white men-owned businesses, 9% (\$18,000) or more by white women-owned businesses, and 25% (\$50,000) by ethnic minority-owned businesses (both men and women.)



<b>CONTRACTING OBJECTIVES</b>			
<b>AVAILABILITY GROUP</b>	<b>CONTRACTING CATEGORIES</b>		
	<b>Construction</b>	<b>Professional or General Services</b>	<b>Materials &amp; Supplies</b>
White Men	25%	25%	25%
White Women	9%	6%	2%
Ethnic Minorities (Men and Women)	25%	25%	25%

Contract participation includes all written agreements with business enterprises for any goods and services required for the completion of the project. This includes participation as a:

- Contractor
- Joint Venture Partner
- Subcontractor
- Vendor/Dealer of materials/supplies incorporated or expended in the work
- Supplier/Broker of other services necessary to fulfill the requirements of the contract, such as shipping, transportation, testing, equipment rental, insurance services, etc.

All business enterprises must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out their responsibility by actually performing, managing and/or supervising the work.

The dollar value of the following is included for determining the amount of participation by each availability group for the Contracting Objectives:

- the work to be performed by the contractor,
- the work to be performed by each member of a joint venture,
- the work to be performed by subcontractors at any tier
- material or supplies purchased from a manufacturer or dealer of such material or supplies, if not previously counted by contractor, joint venture, or subcontractor in their dollar value,
- reasonable fees and commissions for providing bona fide services to procure and/or deliver essential personnel, facilities, equipment, materials, or supplies required for performance of the contract,
- reasonable fees and commissions for providing bonds or insurance specifically required for the performance of the contract, and
- the dollar value of trucking is based on the following:
  - the amount to be paid to a trucker who performs the trucking with his/her own trucks, tractors, and employees,
  - the amount to be paid to trucking brokers provided the broker has submitted to the District information identifying the availability groups of all truckers to be used on the project, or
  - twenty percent (20%) of the amount to be paid to a trucking broker who has not provided such information.



## **2. NO SUBCONTRACTING OPPORTUNITIES**

Contracts which have no subcontracting, supplying, or trucking opportunities are exempt from the Good Faith Outreach Efforts requirements.

## **3. WAIVER**

Under limited circumstances, at the discretion of the Contract Equity Administrator, and upon written request by the bidder/proposer, a waiver of the Contract Equity Program's Good Faith Outreach Efforts requirements may be granted.

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## **C. INFORMATIONAL MEETINGS**

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The District may hold pre-solicitation, pre-bid, and pre-proposal meetings to explain the technical specifications and the Contract Equity Program and Equal Employment Opportunity Guidelines for an individual project. All prospective bidders/proposers/subcontractors are strongly advised to attend such pre-meetings. The time and place of the meeting, if any, will be announced in the front section of the bid/proposal document.

Pre-award and/or pre-notice to proceed meetings may be held with the recommended awardee to ensure that the technical specifications and the Contract Equity Program and Equal Employment Opportunity Guidelines for the project are fully understood, and to discuss the contents of the submitted forms and documents.

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## **D. DOCUMENTATION**

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### **1. CONSTRUCTION AND MATERIALS AND SUPPLIES CONTRACTS WITH SUBCONTRACTABLE ITEMS ONLY**

Apparent low bidders may be required to document Good Faith Outreach Efforts to achieve subcontractor participation within 48 hours after bid opening unless this requirement is otherwise stated in the Instruction to Bidders. Failure to submit the required information by the time specified may be grounds for determining the bid nonresponsive.

## II. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Policy 1.04 – Contractors' Compliance With Equal Employment Opportunity, approved by the Board of Directors, all business enterprises and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers. All business enterprises and their subcontractors shall assure that there is no discrimination, harassment or retaliation against any person based on sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (genetic characteristics or cancer), age, marital status, or sexual orientation within the meaning of California Government Code Section 12940, and shall be bound by all laws prohibiting such discrimination, harassment or retaliation in employment.

District contractors must have written policies and procedures that a) prohibit EEO discrimination, harassment and retaliation, and b) set forth the contractor's investigation procedures for responding to EEO complaints. Contractors must submit documentation of those written policies and procedures upon request by the District in order to be considered as eligible for contract award. Contractors must also post applicable EEO policies, procedures and the District's "Working Together With Respect" poster in their workplaces where the District contract is being performed.

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### A. EMPLOYMENT DATA & CERTIFICATION (Form P-025)

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The Employment Data and Certification Form P-025 shall be completed as specified below or bid/proposal may be deemed nonresponsive:

1. For all Bidders/Proposers of the bid/proposal to be submitted with bid package:

Complete Sections A and B of Form P-025. In Section B, the required employment data shall be for the bidder's/proposer's permanent workforce<sup>6</sup> only. An EEO-1 Report may be submitted in lieu of completing Section B. For informational purposes, the P-025 Form provides for a comparison of the bidder's/proposer's current workforce with the composition of the labor market in the Metropolitan Statistical Area or Areas (MSA) from which the bidder's/proposer's workforce is drawn. The bidder/proposer shall also complete Sections C and D of Form P-025.

2. For Subcontractors/Vendors/Truckers within 48 hours:

Each bidder/proposer shall submit a Form P-025 for each subcontractor/vendor/trucker known at this time performing work equal to or greater than \$70,000 under this specification in accordance with submission requirements given in the Instructions to Bidders or the Request for Proposal. If no submission requirements are given, the Form P-025 must be submitted by the apparent low bidder or recommended proposer within 48 hours after bid opening or proposal submission due date. The form shall be completed as provided in Paragraph 1. For informational purposes, the P-025 Form provides for a comparison of the subcontractor's/vendor's/trucker's current workforce with the composition of the labor market in the MSA from which the subcontractor's/vendor's/trucker's workforce is drawn.

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<sup>6</sup> Permanent workforce is defined as employees with 6 months or more of continuous service.



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## B. GOOD FAITH OUTREACH EFFORTS TOWARDS EQUAL EMPLOYMENT OPPORTUNITY

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Upon request, the apparent low bidder/proposer shall submit satisfactory documentation showing voluntary and legal Good Faith Outreach Efforts on its part to assure that its employment practices comply with EEO laws.

The District has not attempted to set forth either the minimum or maximum voluntary steps that contractors may take to address their respective employment situations. Contractors who do business with the District have flexibility to make those efforts that are best suited to their particular employment situation so long as those efforts are legal, in good faith and will best serve the goal of equal employment opportunity. Contractors have the option of submitting a copy of their Affirmative Action Plan, if they have one, or documentation of Good Faith Outreach Efforts which may include, but is not limited to, the following:

- Disseminating an equal employment opportunity and affirmative action policy both within the organization and externally.
- Having a recruitment program designed to attract qualified members of all ethnic and gender backgrounds available in the relevant job market such as by:
  - ✓ Notifying community organizations when employment opportunities are available and maintaining records of the organizations' responses;
  - ✓ Maintaining a file of the names and addresses of every worker referred as a result of outreach efforts, indicating what action was taken with respect to each referred person, and if the person was not employed, the reasons why;
  - ✓ Promptly notifying the District when the union(s) with whom the contractor or subcontractor has a collective bargaining agreement has not referred a worker, as requested; and
  - ✓ Making periodic recruitment efforts at schools, organizations, recruitment and training centers.
- Having a systematic plan to organize work and redesign jobs in ways that provide opportunities for persons lacking journey-level knowledge or skills to enter and, with appropriate training, to progress in a career field.
- Revamping selection procedures and seniority practices which have not yet been validated in order to reduce or eliminate exclusionary effects on particular groups in particular job classifications.
- Initiating measures designed to assure that members of all ethnic and gender backgrounds who are qualified to perform the job are included within the pool of persons from which the selection is made.
- Participating in community-based training programs and on-the-job training opportunities.
- Promoting after-school, summer and vacation employment for youth.
- Establishing a system to regularly monitor the effectiveness of the program for removing barriers to achieve equal employment opportunity, and the procedures for making timely adjustments in this program where effectiveness is not demonstrated.

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## C. CONTRACTORS' EEO RESPONSIBILITIES ARISING FROM THE PERFORMANCE OF THE DISTRICT CONTRACT

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The District requires all contractors to comply with state and federal EEO laws.

Contractors are required to promptly and appropriately address all EEO concerns that arise from the performance of the District contract raised by:

- Their employees,
- Their job applicants,
- EBMUD employees who allege EEO discrimination or harassment by the contractor or contractor's employee, and/or
- Members of the public who allege EEO discrimination or harassment by the contractor or contractor's employees.

All contractors must cooperate fully with any District investigation of EEO complaints arising from the performance of the District contract that involve District staff. In that event, the District will provide copies of its policies and procedures regarding such investigations, and will require the contractor's cooperation in accordance with those policies and procedures.

All contractors must distribute copies of their EEO policy, EEO complaint procedure, and the District's "Working Together With Respect" brochure/poster to all of their employees and post them in a prominent and accessible location in the workplace or on the project site. These documents must provide the name and contact information of the contractor's staff responsible for responding to EEO concerns.

Contractors are required to provide training to all of their supervisors and managers to assure that they are aware of the contractor's prohibition against EEO discrimination, harassment and retaliation, and understand the process to report EEO concerns; and supervisors and managers must respond appropriately when they become aware of EEO concerns. This training must comply with California Government Code Section 12950.1.

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## D. MONITORING COMPLIANCE

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### 1. PRE-CONTRACT AWARD:

The District will evaluate the documentation provided by the apparent low bidder/ proposer under Section II.B and may request further documentation. The apparent low bidder/proposer shall submit all additional documentation required by the District in a timely manner or may be deemed a nonresponsive bidder/proposer. A nonresponsive bidder/proposer may be deemed ineligible for contract award.

### 2. POST-CONTRACT AWARD:

The District will evaluate the documentation provided by the contractor in response to EEO complaints filed per Section II.C and may request further documentation. Contractors who fail to submit the required documentation in a timely manner may be denied future contracts with the District or have their contracts terminated.

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# III. CONTRACT COMPLIANCE

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## A. RECORDS

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All firms doing business with the District shall:

- maintain records of all business enterprises performing work on the project, and records of total award and payments made to those enterprises,
- permit authorized District staff and/or authorized District representatives to review such records as may be required to assure the accuracy of the submitted information,
- submit a summary of subcontractor payments to the District with each payment request/invoice on the Subcontractor Payment Report (Form P-047) in the format required by the District,
- maintain all employment and personnel records of employees who worked on the District project for a minimum of two years, and
- maintain records of action(s) taken to address EEO discrimination, harassment, and retaliation complaints filed during and arising from the performance of the EBMUD contract.

*NOTE:* Failure to submit the required information in a timely manner may cause the District to hire an auditor, at the contractor's expense, to compile summary payment information, and/or may result in the withholding of payments and/or termination of the contract.

If requested by the District, the contractor shall submit the contractor's and/or subcontractors' records. These records are specified in the contract and may include any or all of the following:

- All contracts or purchase orders entered into with subcontractors, truckers, suppliers, and/or vendors;
- Payment records reflecting total contract award and total dollars actually paid to subcontractors, truckers, suppliers, and/or vendors. Such records shall indicate the name, business address, and actual monthly amount for each firm. Upon completion of the contract, the contractor shall submit, within thirty (30) calendar days, a summary of all the monthly summaries showing total dollars actually paid each firm during the whole contract;
- Certified weekly payroll records showing all employees and workers hired and dollar amounts and wage rates paid for work on this contract. Such payroll records shall include the name, address, social security number, sex, race, and other sufficient information for each employee to allow District verification of contractor and/or subcontractor compliance with the requirements for Equal Employment Opportunity;
- Monthly Employment Utilization Reports within ten (10) calendar days after the end of the month;
- Documentation of all Good Faith Outreach Efforts utilized in order to solicit, promote and increase all availability groups' participation;
- Records of action(s) taken to address EEO discrimination, harassment, and retaliation complaints filed during and arising from the performance of the EBMUD contract, and
- Any other records or documentation maintained by the contractor or its subcontractors which indicate their compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines.

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The contractor and all its subcontractors shall maintain records which include for each employee their:

- name,
- address,
- telephone number,
- construction trade/union affiliation/trade status (if any),
- dates of changes in trade status (if any),
- employee identification number (if any)/social security number,
- race,
- sex,
- hours worked per week in the indicated trade/task, and
- rate of pay.

Records shall be maintained in an easily understandable and retrievable form approved by the District.

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## B. SUBCONTRACTOR SUBSTITUTION OR REPLACEMENT

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The contractor may request to substitute or replace any subcontractor, including truckers, vendors, and suppliers, listed on the Form P-040, Contract Equity Participation, filed with the District prior to award of contract. Such requests must be in writing, clearly state the reasons for the substitution or replacement, and provide supporting evidence or documentation as appropriate. No substitution or replacement shall occur without the prior written authorization of the District.

Authorization to utilize another subcontractor may be requested for the following reasons:

1. When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such subcontractor's written bid, is presented to the subcontractor by the Contractor, or
2. When the listed subcontractor becomes bankrupt or insolvent, or
3. When the listed subcontractor fails or refuses to perform his subcontract, or
4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 4108 of the Public Contract Code, or
5. When the Contractor demonstrates to the District, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
7. When the District determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work, or
8. When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code, or
9. When the listed subcontractor is not a responsible contractor.



Prior to approval of the prime contractor's request for the substitution the District shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the District shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

The contractor whose bid is accepted may not:

- (a) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the District.
- (b) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

If a subcontractor is replaced, the contractor shall make Good Faith Outreach Efforts as set forth in these Contract Equity Program and Equal Employment Opportunity Guidelines when replacing the original or listed subcontractor with another District-approved firm. The contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed subcontractor or by other forces (including those of the contractor) pursuant to prior written authorization of the District.

## IV. CONSEQUENCES OF NONCOMPLIANCE

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### A. ENFORCEMENT

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During the performance of the contract, the District may review the contractor's and its subcontractors' compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines. Compliance shall be evaluated and measured from the initial day of performance under this contract. Noncompliance may be deemed a substantial material breach of the contract and the contract may be terminated.

Where the District finds the contractor or any of its subcontractors to be in noncompliance, the District may take such actions and impose such sanctions and penalties, described below, as may be appropriate to enforce compliance and recover District costs for damages caused by the breach of contract.

The District will notify the contractor in writing where the contractor or any of its subcontractors are not in compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines. The contractor shall then notify the District in writing within five (5) working days as to what corrective measures shall be implemented by the contractor and/or subcontractor, trucker, vendor, and supplier to effect compliance.

In the event that the contractor or any of its subcontractors is still in noncompliance fifteen (15) working days after the date of the District's written citation, the contractor shall provide the District, within two (2) working days from the District request to do so, written documentation of all corrective measures and Good Faith Outreach Efforts implemented and their results.

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### B. CONTRACTOR'S NONCOMPLIANCE

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In the event of the contractor's willful or inadvertent noncompliance with these Contract Equity Program and Equal Employment Opportunity Guidelines during bidding/proposing, the contractor's bid/ proposal may be deemed nonresponsive, and therefore, ineligible for contract award.

In the event of the contractor's noncompliance with these Contract Equity Program and Equal Employment Opportunity Guidelines during the performance of the contract, whether willful or inadvertent, the contractor may be considered in material breach of contract. In addition to any other remedy which the District may have under this contract or by operation of law, the District in its sole discretion may impose the following provisions against the contractor:

- Withhold progress payments to the contractor starting from the date of the District's written notification of noncompliance to the contractor and continuing for up to sixty (60) working days after the notification date or until compliance is verified by the District, or the contractor demonstrates to the satisfaction of the District that Good Faith Outreach Efforts have been implemented to correct the noncompliance, whichever occurs first.



In the event of willful noncompliance as determined by the District, cancellation or suspension of the contract in whole or in part with continuance thereof conditioned upon a satisfactory showing to the District of the contractor's ability to comply.

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### C. SUBCONTRACTOR'S NONCOMPLIANCE

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The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Contract Equity Program and Equal Employment Opportunity Guidelines.

The contractor shall take such action, including sanctions and penalties as appropriate, with respect to any subcontract or purchase order as necessary to enforce the terms and conditions of these Contract Equity Program and Equal Employment Opportunity Guidelines. In the event that the District determines that a subcontractor is in noncompliance, the District may also ask the contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.

Failure of the contractor to enforce subcontractor compliance with these guidelines may also be deemed a substantial material breach of the contract. The District, in its sole discretion, may impose against the contractor any or all of the provisions noted for contractor's noncompliance until such time that subcontractor's compliance is achieved.

## V. SUMMARY OF FORMS

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### CONSTRUCTION BIDDERS MUST COMPLETE AND SUBMIT:

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- Form P-025** – Employment Data and Certification  
*(all Bidders must submit with their bid; the apparent low Bidder must also submit for all known Subcontractors doing \$70,000 or more worth of work within 48 hours of bid opening)*
- Form P-040** – Contract Equity Participation  
*(apparent low and second low Bidders within 48 hours of bid opening)*
- Form P-041** – Good Faith Outreach Efforts Documentation  
*(apparent low and second low Bidders within 48 hours of bid opening)*
- Form P-042** – Contract Equity Program Guidelines Certification Form  
*(apparent low and second low Bidders within 48 hours of bid opening, if applicable)*
- Form P-046** – Designation of Subcontractors  
*(all Bidders must submit with bid)*

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### MATERIALS AND SUPPLIES BIDDERS MUST COMPLETE AND SUBMIT:

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- Form P-025** – Employment Data and Certification  
*(all Bidders must submit with their bid; the apparent low Bidder must also submit for all known Subcontractors doing \$70,000 or more worth of work within 48 hours of bid opening)*
- Form P-040** – Contract Equity Participation  
*(apparent low and second low Bidders within 48 hours of bid opening)*
- Form P-041** – Good Faith Outreach Efforts Documentation  
*(apparent low and second low Bidders within 48 hours of bid opening)*

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### PROFESSIONAL/GENERAL SERVICES PROPOSERS MUST COMPLETE AND SUBMIT WITH PROPOSAL:

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- Form P-025** – Employment Data and Certification  
*(all Proposers and their known Subcontractors doing \$70,000 or more worth of work)*
- Form P-040** – Contract Equity Participation  
*(all Proposers)*
- Form P-041** – Good Faith Outreach Efforts Documentation  
*(recommended Proposer as requested)*

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## VI. APPENDIX

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### POLICY STATEMENTS

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#### **Policy 1.03 – Contract Equity Program**

Prevent the District from participating in or perpetuating ongoing discrimination in the marketplace while avoiding the granting of preferences on the basis of race, gender and other protected categories as prohibited by Article 1, Section 31, of the California Constitution. The District will encourage balanced opportunities among all ethnic and gender groups by establishing objectives for contract participation based on the availability in its geographic market areas of businesses by race and gender that are willing and able to do business with the District. The contracting objectives will be reviewed regularly and the progress reported to the Board of Directors in order to steadily reach a fair and equal parity in contract participation among all ethnic and gender contracting groups.

#### **Policy 1.04 – Contractors' Compliance With Equal Employment Opportunity**

Ensure that all enterprises that do business with the District take lawful and adequate steps to assure that their employment practices comply with EEO laws.

Equal employment opportunity is the law of the land. All contractors doing business with the District shall agree not to discriminate against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (genetic characteristics or cancer), age, marital status, or sexual orientation within the meaning of California Government Code Section 12940.

Contractors shall furnish all information and reports required by the District to ensure their compliance with this policy. Notification of this policy will be included in contract specifications and will serve as official notice in determining responsiveness and compliance. Contractors who fail to comply with this policy may be denied contracts with the District or have their contracts terminated.



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## AGENCIES WITH BUSINESS DIRECTORIES

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- **State of California – Department of Transportation**  
Civil Rights Program – MS 79  
1823 – 14<sup>th</sup> Street, Sacramento, CA 95814  
916-324-8347, Fax: 916-324-1949, Toll Free: 866-810-6346  
Email: [DBE\\_Certification@dot.ca.gov](mailto:DBE_Certification@dot.ca.gov)  
Website: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)  
  
Publication Distribution Unit - Disadvantaged Business Enterprise Directory  
1900 Royal Oaks Drive, Sacramento, CA 95815-3800  
916-445-3520
- **City of Oakland – Contract Compliance & Employment Services Division**  
250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612  
510-238-3970, Fax: 510-238-3363  
Email: [cces@oaklandnet.com](mailto:cces@oaklandnet.com)  
Website: <http://cces.oaklandnet.com/ContComp>
- **City and County of San Francisco – Human Rights Commission**  
25 Van Ness Avenue, Suite 800, San Francisco, CA 94102-6033  
415-252-2530  
Email: [Beverly.Popek@sfgov.org](mailto:Beverly.Popek@sfgov.org) – Beverly Popek, Unit Representative  
Website: <http://sf-hrc.org/index.aspx?page=86>
- **Port of Oakland**  
530 Water Street, Oakland, CA 94607  
510-627-1419  
Email: [pbell@portoakland.com](mailto:pbell@portoakland.com) – Pamela Bell, SRD Contract Compliance  
Website: <http://www.portofoakland.com/srd/>
- **Alameda County General Services Agency**  
1221 Oak Street, Room 249, Oakland, CA 94612  
510-891-5500;  
Email: Patricia McFadden for SLEB Certification – [patricia.mcfadden@acgov.org](mailto:patricia.mcfadden@acgov.org)  
Susan Wewetzer for Contract Compliance – [susan.wewetzer@acgov.org](mailto:susan.wewetzer@acgov.org)  
Website: <http://www.acgov.org/auditor/sleb>
- **Department of General Services – Office of Small Business & DVBE Services**  
707 3<sup>rd</sup> Street, 1<sup>st</sup> Floor, Room 400, West Sacramento, CA 95605  
916-375-4940, Fax: 916-375-4950  
Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

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## EBMUD BUSINESS DIRECTORY

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375 – 11<sup>th</sup> Street, Oakland, CA 94623  
510-287-0114, Fax: 510-287-2158  
Email: [cntrteq@ebmud.com](mailto:cntrteq@ebmud.com)

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## GLOSSARY OF TERMS

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### AVAILABILITY GROUPS:

- **White Men-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more nonethnic minority men who are citizens or lawful permanent residents of the United States.
- **White Women-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more nonethnic minority women who are citizens or lawful permanent residents of the United States.
- **Ethnic Minority-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more ethnic minority men and/or ethnic minority women from the following groups who are citizens or lawful permanent residents of the United States:
  - **Black/African American**  
Persons having origins in any of the racial groups of Africa
  - **Hispanic/Latin American**  
Persons of Mexican, Puerto Rican, Cuban, Central or South American origin
  - **Asian-Pacific Island American**  
Persons having origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, or the Northern Marianas
  - **Asian-Indian American**  
Persons having origins from India, Pakistan, or Bangladesh
  - **Native American**  
Persons having origins in any of the original peoples of the Americas who maintain cultural identification through tribal affiliation or community recognition

### CONTRACTING OBJECTIVES:

The minimum percentage of the total value of a contract to be represented by businesses in each availability group, depending on the type of contract.

### CONTRACTOR:

A company, firm, joint venture or individual who enters into an agreement with the District to provide services, i.e., construction, professional services and general services, and delivery of materials, supplies, and equipment. A contractor may be a construction contractor, a consultant, a vendor, a supplier, or a trucker.

### CONTROL:

There are two aspects of control: operational and managerial control. Under operational control, the 51% or more owner must show that he or she independently makes the basic decisions in daily and long-term business operations. To determine managerial control, the owner must demonstrate that he or she makes independent and unilateral business decisions that guide the future and destiny of payroll clerks, letters of credit, contractual matters, banking services, and other such agreements.

### DEALER:

One who owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a dealer, the firm must engage in, as its principal business, and in its own name, the purchase and resale of the products in question. A dealer in such bulk items as steel, cement, stone, gravel, and petroleum products need not keep such products in stock, but must own and/or operate distribution equipment to receive full dollar credit.

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**INDEPENDENT BUSINESS:**

A business that is not inextricably associated with another firm through ownership, affiliation, or sharing of employees, facilities, profits, and losses.

**GEOGRAPHIC MARKET AREA:**

Counties where most of the businesses are located which receive District contract awards based on contract type as identified in the District's 1997 Disparity Study.

- **Construction:** Alameda, Contra Costa, San Francisco, and San Mateo Counties
- **Professional & General Services:** Alameda, Contra Costa, San Francisco, Santa Clara, and Marin Counties
- **Materials & Supplies:** Alameda, Contra Costa, San Francisco, Santa Clara, and San Joaquin Counties

**JOINT VENTURE:**

An undertaking by two or more persons, without a corporate or partnership designation, formed for the purpose of carrying out a single business enterprise for profit.

**LOCAL BUSINESS ENTERPRISE:**

Businesses whose primary place of business is a fixed office located in counties, such as Alameda, Contra Costa, San Joaquin, Calaveras, Amador and other counties that are directly impacted by District contracts and/or operations. A fixed office is not a post office box, a temporary location, a movable property, a location that was established to oversee a project such as a construction project office, or work space provided in exchange for services, as opposed to monetary rent.

**POTENTIAL CONTRACTOR:**

A company, firm, joint venture, or individual who has participated in a competitive bid process or a qualification selection process to do business with the District as a construction contractor, consultant, vendor, supplier, or trucker.

**REASONABLE FEES AND COMMISSIONS:**

Fees and commissions that are not excessive as compared with those customarily allowed for similar services.

**SMALL BUSINESS ENTERPRISE:**

An independently owned and operated business with 100 or fewer employees and average annual gross receipts of \$14 million or less over the last three tax years or is a manufacturer with 100 or fewer employees.

**SUBCONTRACTOR:**

A company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services on a District contract. A subcontractor may be a construction subcontractor, a subconsultant, a vendor, a supplier, or a trucker at any tier/level of participation.

**SUPPLIER:**

A company, firm, joint venture, or individual who provides materials, supplies, or equipment.

**VENDOR:**

A company, firm, joint venture, or individual who enters into an agreement with the District to provide services, i.e., construction, professional services and general services, and delivery of materials, supplies, and equipment. A contractor may be a construction contractor, a consultant, a vendor, a supplier, or a trucker.





# EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

**COMPLETION OF THIS FORM IS REQUIRED FOR ALL BIDS AND PROPOSALS.  
AN IMPROPER OR INCOMPLETE FORM MAY RESULT IN REJECTION OF YOUR BID OR PROPOSAL OR  
TERMINATION OF YOUR CONTRACT**

The East Bay Municipal Utility District REQUIRES the completion of this form when submitting any formal bid in response to an Invitation for Bid (IFB), Statement of Qualifications (SOQ), or Request for Proposal (RFP) for materials, equipment, construction or professional or general services. It is the policy of the District to prohibit Equal Employment Opportunity (EEO) discrimination, harassment, and retaliation by any contractor, subcontractor, vendor, supplier, or consultant based on sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (genetic characteristics or cancer), age, marital status, or sexual orientation within the meaning of California Government Code Section 12940. Failure to complete all applicable sections of this form may be considered a nonresponsive reply to the IFB, SOQ or RFP and may cause its rejection.

**THE SECTIONS OF FORM P-025 ARE DESCRIBED BELOW WITH SPECIAL DIRECTIONS.**

## SECTION A

TYPE OF ORGANIZATION AND COMPOSITION OF OWNERSHIP

## SECTION B

EMPLOYMENT DATA AND WORKFORCE LOCATION

A firm's appropriate Metropolitan Statistical Area (MSA) is defined as the location in which the business solely or predominantly operates to provide requested product(s) or service(s).

## SECTION C

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

## SECTION D

CERTIFICATION OF FIRM'S OWNERSHIP

## FORM P-025 SUPPLEMENT

METROPOLITAN STATISTICAL AREA (MSA)

(for use in Section B-1a for comparing workforce parity)

**Note:** If you have difficulty completing this form or need clarification of the instructions, contact the Contract Equity Office at (510) 287-0114 for assistance prior to submitting your bid or proposal.

**COMPLETION OF THIS FORM IS REQUIRED FOR ALL BIDS AND PROPOSALS**

**SECTION A**

FIRM NAME		<input type="checkbox"/> PRIME <input type="checkbox"/> SUB Submit a separate P-25 form for each subcontractor/consultant doing work for \$70,000 or more.	
STREET ADDRESS (City, State, ZIP)			
MAILING ADDRESS (City, State, ZIP)			
PHONE NO.	FAX NO.	WEBSITE	E-MAIL

**A1. TYPE OF ORGANIZATION** Have you ever done business with EBMUD?  YES  NO

**INDIVIDUAL** NAME OF OWNER: \_\_\_\_\_

NONPROFIT CORP.     PUBLICLY HELD CORP.    STATE OF INCORPORATION: \_\_\_\_\_  
 PRIVATE CORP.     FOREIGN-OWNED

Name(s), title, family relationship(s) and percentage of stock ownership for all shareholders who own 25% or more of stock in the corporation.

NAME	TITLE	FAMILY RELATIONSHIP	PERCENTAGE
_____	_____	_____	%
_____	_____	_____	%
_____	_____	_____	%

**JOINT VENTURE**

List of Participants – Indicate percentage of work to be realized by each.

_____	%
_____	%

**PARTNERSHIP**

Names of Partners – Indicate whether (G) General or (L) Limited.

\_\_\_\_\_

\_\_\_\_\_

**A2. COMPOSITION OF OWNERSHIP**

Indicate the percent of ethnic and gender ownership below

	Non-Hispanic Origin			Asian			Native American	Other	Refuse to State*
	White/Caucasian	Black/African American	Hispanic/Latin American	Asian American	Asian-Pacific Islander American	Asian-Indian American		Indicate	
MALE									
FEMALE									
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

\* Firms that refuse to state will be classified as "Other".



**SECTION B**

**B1. EMPLOYMENT DATA**

Indicate below the number of employees in each occupational category for each of the ethnic groups listed for your firm's permanent workforce. (Report employees in only one category. Permanent workforce is defined as full- and part-time employees with 6 months or more of continuous service.) You may attach your EEO1 report in lieu of completing section below. Please provide both your firm's consolidated and individual establishment EEO1 reports.

JOB CATEGORIES	RACE/ETHNICITY (number of employees)														Total A-N
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials & Managers															0
First/Mid-Level Officials & Managers															0
Professionals															0
Technicians															0
Sales Workers															0
Administrative Support Workers															0
Craft Workers															0
Laborers & Helpers															0
Service Workers															0
<b>Firm's Total</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Bay Area* Total</b>															0

\* Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Solano, Sonoma, and Santa Clara Counties

**B1a.** Identify the metropolitan statistical area (MSA) from which your firm's total permanent workforce is drawn. (See page 5)

**B1d.** Name of person responsible for affirmative action and compliance with equal employment opportunity laws in your firm:

**B1b.** If your firm's total permanent workforce is located in one county or parish, please identify:

PRINT NAME

**B1c.** Is employment data confidential?  YES  NO

TITLE

TELEPHONE NUMBER

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

The undersigned has been (is) authorized to execute this certificate on behalf of \_\_\_\_\_  
NAME OF FIRM

and does hereby certify that the answers to this compliance form and the information stated herein are true and correct.

The undersigned does further certify that \_\_\_\_\_  
NAME OF FIRM

shall not discriminate against or harass or retaliate against any employee or applicant for employment on account of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (genetic characteristics or cancer), age, marital status, or sexual orientation within the meaning of California Government Code Section 12940, and shall comply with all applicable provisions of State and Federal requirements regarding equal employment opportunity and affirmative action reporting and compliance programs including having a District approved process for responding to complaints of discrimination, harassment, and retaliation.

**SECTION D**

**CERTIFICATION OF FIRM'S OWNERSHIP**

The undersigned has been (is) authorized to execute this certificate on behalf of \_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_ and

swears under penalty of perjury that the foregoing statements are true and correct and that they include all material information necessary to identify and explain the operations of this firm as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or was awarded and for initiating actions under Federal or State laws concerning false statements. The District reserves the right to request support documentation, such as tax records, articles of incorporation and board minutes to verify composition of ownership.

EXECUTED IN \_\_\_\_\_  
CITY, COUNTY, STATE

ON \_\_\_\_\_  
DATE

BY \_\_\_\_\_  
PRINT NAME TITLE

\_\_\_\_\_  
SIGNATURE PHONE NUMBER

## P-025 SUPPLEMENT

**Instructions to Determine Your Statistical Areas (SA):** If you operate a business solely or predominantly within one of the SA's listed below, use that location. If you have multiple facilities within a single state, use a State SA. If you have multiple facilities throughout the United States, use Total United States percentage. If you have any questions, call 510-287-0114.

CA Statistical Areas	WM%	WW%	EM%	CA Statistical Areas	WM%	WW%	EM%
Bakersfield	29.7%	24.6%	45.7%	San Jose	26.9%	21.0%	52.1%
Fresno	25.1%	21.6%	53.3%	San Luis Obispo-Atascadero-Pasa Robles	42.3%	36.6%	21.1%
Los Angeles-Long Beach	20.2%	16.4%	63.5%	Santa Barbara-Santa Maria-Lompoc	31.8%	28.6%	39.6%
Merced	24.9%	21.1%	54.0%	Santa Cruz-Watsonville	37.5%	32.1%	30.4%
Modesto	33.0%	28.4%	38.6%	Santa Rosa	39.8%	36.9%	23.4%
Oakland	26.0%	24.2%	47.8%	Stockton-Lodi	28.1%	24.5%	47.4%
Redding	46.6%	41.5%	11.9%	Vallejo-Fairfield-Napa	30.2%	26.8%	42.9%
Riverside-San Bernadino	26.2%	23.4%	48.3%	Ventura	33.3%	27.6%	39.1%
Sacramento	36.1%	32.3%	31.6%	Yuba City	34.9%	31.0%	34.1%
San Diego	32.4%	27.5%	40.2%				
San Francisco	30.8%	25.1%	44.0%				

CA Counties	WM%	WW%	EM%	CA Counties	WM%	WW%	EM%
9 Bay Area Counties*	32.3%	27.8%	39.9%	San Bernardino	26.5%	22.3%	51.1%
Alameda/Contra Costa	26.9%	24.9%	46.2%	San Diego	32.4%	27.5%	40.2%
Alameda	24.5%	21.6%	53.9%	San Francisco	29.2%	22.5%	48.3%
Contra Costa	33.3%	28.2%	38.5%	San Joaquin	28.1%	24.5%	47.4%
El Dorado	46.7%	39.4%	13.9%	San Luis Obispo	42.3%	36.6%	21.1%
Fresno	24.7%	21.4%	54.0%	San Mateo	28.6%	23.6%	47.9%
Los Angeles	20.2%	16.4%	63.5%	Santa Clara	26.9%	21.0%	52.1%
Marin	42.8%	38.4%	18.8%	Santa Cruz	37.5%	32.1%	30.4%
Mendocino	40.4%	37.0%	22.6%	Shasta	46.6%	41.5%	11.9%
Merced	24.9%	21.1%	54.0%	Solano	27.8%	24.6%	47.6%
Monterey	23.6%	21.3%	54.9%	Sonoma	39.8%	36.9%	23.4%
Napa	37.6%	33.6%	26.8%	Stanislaus	33.0%	28.4%	28.6%
Orange	30.9%	25.6%	43.6%	Yolo	31.7%	29.8%	38.5%
Riverside	30.1%	24.7%	45.3%	Yuba	36.7%	34.0%	29.4%
Sacramento	32.7%	30.0%	37.3%				

\*Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Solano, Sonoma, And Santa Clara

STATES	WM%	WW%	EM%	STATES	WM%	WW%	EM%
Alabama	40.8%	33.2%	26.0%	Montana	49.1%	42.5%	8.4%
Alaska	40.2%	33.1%	26.7%	Nebraska	47.1%	42.7%	10.2%
Arizona	37.0%	31.7%	31.3%	Nevada	37.8%	31.3%	30.9%
Arkansas	44.0%	37.5%	18.5%	New Hampshire	50.6%	45.0%	4.4%
California	28.0%	23.6%	46.4%	New Jersey	36.7%	31.5%	31.7%
Colorado	42.2%	36.2%	21.6%	New Mexico	26.6%	23.1%	50.3%
Connecticut	42.4%	37.6%	19.8%	New York	35.0%	30.9%	34.1%
Delaware	39.3%	35.5%	25.3%	North Carolina	39.1%	34.0%	26.9%
District of Columbia	19.2%	18.0%	62.8%	North Dakota	49.6%	44.4%	6.0%
Florida	35.7%	30.9%	33.4%	Ohio	46.1%	40.2%	13.7%
Georgia	35.9%	30.0%	34.2%	Oklahoma	41.7%	35.4%	22.9%
Hawaii	13.1%	11.1%	75.8%	Oregon	45.5%	39.5%	15.0%
Idaho	46.6%	40.8%	10.5%	Pennsylvania	46.4%	40.2%	13.4%
Illinois	38.6%	33.6%	27.8%	Rhode Island	44.1%	41.4%	14.5%
Indiana	47.1%	40.6%	12.3%	South Carolina	37.6%	32.4%	30.0%
Iowa	49.2%	44.8%	6.0%	South Dakota	48.0%	43.6%	8.4%
Kansas	45.6%	40.1%	14.3%	Tennessee	44.1%	37.1%	18.8%
Kentucky	48.4%	41.9%	9.7%	Texas	31.5%	26.1%	42.4%
Louisiana	37.3%	30.0%	32.7%	Utah	47.7%	39.1%	13.2%
Maine	50.6%	46.5%	2.9%	Vermont	50.4%	46.3%	3.3%
Maryland	34.0%	30.2%	35.8%	Virginia	38.6%	34.0%	27.3%
Massachusetts	44.0%	40.6%	15.3%	Washington	43.6%	37.6%	18.8%
Michigan	44.1%	37.5%	18.4%	West Virginia	51.9%	43.3%	4.9%
Minnesota	47.6%	43.1%	9.3%	Wisconsin	47.5%	42.8%	9.6%
Mississippi	36.1%	29.6%	34.3%	Wyoming	49.0%	41.4%	9.6%
Missouri	45.8%	40.3%	14.1%				

Total USA 39.0% 33.7% 27.2%

**WM** = White Men, **WW** = White Women, **EM** = Ethnic Minority.

Figures compiled from the 2000 Census of Population, U.S. Department of Commerce, Bureau of the Census.



# CONTRACT EQUITY PARTICIPATION (P-040)

**BIDDER'S / PROPOSER'S NAME** \_\_\_\_\_ **PROJECT NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **SPEC. / PROPOSAL NO. (if applicable)** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_ **BID / PROPOSAL AMOUNT \$** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_

*Note: This form shall be submitted by **first and second** apparent low bidders within 48 hours of bid for construction projects and by **all proposers** with their proposal for professional and general services. All subcontractors<sup>1</sup>, truckers and suppliers shall be listed on this form and must also complete a P-025 form if they are doing work for over \$70,000.*

COMPANY AND CONTACT NAME, ADDRESS, PHONE NUMBER AND E-MAIL ADDRESS	OWNERSHIP			TYPE OF WORK TO BE DONE <sup>2</sup>	ESTIMATED DOLLAR AMOUNT
	ETHNICITY <sup>3</sup>	GENDER			
		M	F		

*Note: Additional spaces are provided on the back of this form.*

The above bidder/proposer shall enter into a formal agreement with the subcontractors, truckers and suppliers for work listed in this schedule conditioned upon execution of a contract with East Bay Municipal Utility District. Substitution or replacements of these subcontractors must comply with Section III.B. Substitution or Replacement in the Contract Equity Program and Equal Employment Opportunity Guidelines.

\_\_\_\_\_  
Signature of Authorized Bidder / Proposer's Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services on a District contract. A subcontractor may be a construction subcontractor, subconsultant, vendor, supplier, or trucker at any tier level of participation.

<sup>2</sup> Ethnic Classifications: **A/PIA** Asian-Pacific Islander American      **H/LA** Hispanic/Latin American      **W/CA** White/Caucasian American  
**B/AA** Black/African American      **NA** Native American

<sup>3</sup> If 100% of items are not to be performed or furnished by the subcontractor, describe exact portion, location (if necessary) of item to be performed or furnished by that subcontractor.

















# CONTRACT EQUITY PROGRAM GUIDELINES CERTIFICATION (P-042)

Pursuant to the East Bay Municipal Utility District's ("District") Contract Equity Program Guidelines, Section I, Paragraph A.1, I hereby declare, under the penalty of perjury under the laws of the State of California, that

- 1) I am duly authorized to execute this certification on behalf of my company, corporation, joint-venture or sole-proprietorship, which has submitted a bid/proposal to District Specification/Proposal No. \_\_\_\_\_ ;
- 2) I am familiar with the District's Contract Equity Program Guidelines, and have read and understood all of the program's requirements;
- 3) I understand and agree to comply with the District's Contract Equity Program, and all of the requirements therein, including each of the Good Faith Outreach Efforts; and
- 4) I understand and agree to comply with the District's Equal Employment Opportunity (EEO) (nondiscrimination and harassment and retaliation) policies and procedures. I will post and distribute applicable District-supplied EEO material. My firm has a process for responding to complaints of EEO discrimination, harassment, and retaliation and a copy will be provided upon request.
- 5) I understand, and expressly agree, on behalf of my company, corporation, joint-venture or sole-proprietorship, that the District may disqualify the bid/proposal submitted if we have not complied with the District's Contract Equity Program, and all of the requirements therein.

EXECUTED IN \_\_\_\_\_

(City County State)

ON \_\_\_\_\_

FOR \_\_\_\_\_

(Month, Date, Year)

(Bidder's / Proposer's Company Name)

BY \_\_\_\_\_

(Print Name)

(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone Number)



# DESIGNATION OF SUBCONTRACTORS (P-046)

Name of Bidder/Proposer \_\_\_\_\_

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT

(See other side)  
DS-1



## Designation of Subcontractors – From Public Contract Code Section 4105 - 4110

Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

A prime contractor whose bid is accepted may not:

- (a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:
  - (1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
  - (2) When the listed subcontractor becomes bankrupt or insolvent.
  - (3) When the listed subcontractor fails or refuses to perform his or her subcontract.
  - (4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.
  - (5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
  - (6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.
  - (7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
  - (8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - (9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

- (b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.
- (c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

- (a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or
- (b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 3179) of Title 15 of Part 4 of Division 3 of the Civil Code.

- (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.
- (b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.
- (c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.
  - (2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.
  - (3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.



**PART SIX**  
**SAMPLE CONTRACT**

If awarded the contract, EBMUD anticipates Consultant will comply with the terms and conditions outlined in the RFP and the attached Sample Consulting Agreement. If Consultants are unable or unwilling to accept the terms and conditions outlined in the RFP and the attached Sample Consulting Agreement, please outline any terms or conditions that Consultant is unable or unwilling to accept. Please be specific and outline any alternative proposals for each.

*Draft 12/29/2009*

*(Standard Consulting Agreement for  
Contracts Greater than \$25,000 - Revised 4/22/08)  
(Note: Reference District Procedure No. 124)*

**CONSULTING AGREEMENT**  
**FOR**  
**EAST BAY MUNICIPAL UTILITY DISTRICT**  
  
**EMPLOYEE ASSISTANCE PROGRAM**

THIS Agreement is made and entered into this \_\_\_\_\_ day of *(month)*, 2010*(insert year)*, 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."

**WITNESSETH**

WHEREAS, DISTRICT requires consulting services for **Employee Assistance Program (EAP) services**; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for **EAP** services and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

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

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 *EAP* profession and that CONSULTANT is the Third Party Administrator 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 non-medical/EAP client-confidential information which might include 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)**. 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.
- 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.

#### **ARTICLE 4 - TERMINATION**

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 30 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.
- 4.3 This Agreement may be terminated by CONSULTANT upon 30 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.

#### **ARTICLE 5 - PROJECT MANAGERS**

- 5.1 DISTRICT designates **Roger Wapner, PhD, CEAP** 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 subconsultant shall be subject to approval by the DISTRICT Project Manager

#### **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.



- 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 subconsultant.

## **ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

### 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', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

### 7.5 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, attached in exhibit D.

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.

### 7.6 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 subconsultant to provide it with evidence of Workers Compensation Insurance.

### 7.7 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 subconsultant to provide evidence of liability insurance coverages.

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

\$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage - General Liability.

The following coverages or endorsements must be included in the policies:

1. DISTRICT and 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 for the assumption of liability through the indemnity in this Agreement;
4. The policy(ies) is(are) written on an occurrence basis;
5. The policy(ies) cover(s) broad form property damage liability;
6. The policy(ies) cover(s) personal injury (libel, slander, and trespass) liability;
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of non-owned automobiles and equipment.
11. The policy(ies) shall not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

#### 7.8 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.

### **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:

Roger Wapner  
MS 601  
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 against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or

permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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 - TERMS**

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, or in any event, no later than 7/1/2018. The terms of this Agreement may be amended only in writing signed by both parties.

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**

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

Date \_\_\_\_\_

Approved As To Form

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

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

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

Date \_\_\_\_\_



# **EXHIBIT A**

## **East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM**

### **SCOPE OF SERVICES**

#### **I. CONSULTANT SERVICES**

CONSULTANT shall provide the services as listed below:

- A.
  - 1. Supervisory referrals/consultation
  - 2. Drug and alcohol assessment, referral and follow-up
  - 3. Emotional/psychological, chronic and acute counseling
  - 4. Relationship issues
  - 5. Work-related problems
  - 6. Legal consultation
  - 7. Eldercare/child care
  - 8. Financial counseling
  - 9. Retirement preplanning
  - 10. Other work/life components
  
- B.
  - (1) Consultation with, training of, and assistance to work organization leadership (managers, supervisors, and union stewards) seeking to manage the troubled employee, enhance the work environment, and improve employee job performance; and, outreach to and education of employees and their family members about availability of EAP services;
  - (2) Confidential and timely problem identification/assessment services for employee clients with personal concerns that may affect job performance;
  - (3) Use of constructive confrontation, motivation, and short-term intervention with employee clients to address problems that affect job performance;
  - (4) Referral of employee clients for diagnosis, treatment, and assistance, plus case monitoring and follow-up services;
  - (5) Consultation to work organization in establishing and maintaining effective relations with treatment and other service providers, and in managing provider contracts;
  - (6) Consultation to work organization to encourage availability of and employee access to health benefits covering medical and behavioral problems, including, but not limited to, alcoholism, drug abuse, and mental and emotional disorders; and
  - (7) Identification of the effects of EAP services on the work organization and individual job performance.
  
- C. Additional services that may be listed from the CONSULTANT'S following attachment: "Proposal to Provide Employee Assistance Program Services for East Bay Municipal Utility District. Submitted by \_\_\_\_\_ on \_\_\_\_\_ 2012,

#### **II. PROJECT SCHEDULE**

Services will be in place by 7/1/2012.

# **EXHIBIT B**

## **East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM**

### **COMPENSATION**

Compensation for services provided in Exhibit A, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in this Exhibit.

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the agreed cost ceiling. CONSULTANT certifies that the cost and pricing information used herein are complete, current and accurate. CONSULTANT acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONSULTANT actual costs incurred, as indicated in the "EBMUD Pricing Addendum for xxxx Proposal to Provide EAP Services for EBMUD" subject to a Maximum Annual Cost Ceiling of \$xxxx per fiscal year with a fee-for-service rate of \$xxx per EAP session, a case rate of \$xxx for ancillary services, and specialized EAP consultation authorized by the Project Manager. Total annual compensation under the Agreement shall not exceed the Maximum Annual Agreement Ceiling of \$xxx. Total compensation under the Agreement shall not exceed the Maximum Agreement Ceiling of \$xxx. CONSULTANT will continue to provide EAP services, as specified in Exhibit A, for the completion of the current fiscal year if the maximum, annual agreement ceiling has been reached, with the exception of specialized EAP consultation authorized by the Project Manager. CONSULTANT certifies that the proposed cost and pricing data used herein are complete, current, and accurate.
3. For options to extend this agreement for up to three additional 1-year periods ending no later than 6/30/2020, DISTRICT agrees to pay CONSULTANT actual costs incurred, as indicated in the "EBMUD Pricing Addendum for \_\_\_\_\_' Proposal to Provide EAP Services for EBMUD" subject to a Maximum Biannual Cost Ceiling of \$xxx for the first option (years 6-7), to a Maximum Biannual Cost Ceiling of \$xxx for the second option (years 7-8), to a Maximum Biannual Cost Ceiling of \$xxx for the third and final option (years 8-9). CONSULTANT will continue to provide EAP services, as specified in Exhibit A, for the completion of the current option period if the maximum biannual cost ceiling has been reached, with the exception of specialized EAP consultation authorized by the Project Manager. CONSULTANT certifies that the proposed cost and pricing data used herein are complete, current, and accurate.

# EXHIBIT C

## East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM

### CEP COMPLIANCE

<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT*</u>	<u>MINIMUM PERCENT**</u>
<i>(Name of Subconsultant's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
<i>(Name of Subconsultant's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
TOTAL	<i>\$(dollars)</i>	<i>(1 to 99)</i>

\* Does not include consultant's markup. *(Include this footnote only if your contract includes markup on subconsultants.)*

\*\* Based on a Maximum Agreement Ceiling amount of *\$(dollars)*.

## **EXHIBIT D**

### **East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM**

#### **CERTIFICATES OF INSURANCE**

CONSULTANT shall complete and submit to DISTRICT the following certificates of insurance:

Certificate of Liability Insurance (see page 57)

Certificate of Professional Liability Insurance (see page 58)

Certificate of Workers' Compensation Insurance (see page 59)





# CERTIFICATE OF LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_  
Insured: \_\_\_\_\_  
Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

**TYPE OF INSURANCE:** Automobile/General Liability Coverage/Endorsements as required by agreement.

**LIMITS OF LIABILITY:**

(MINIMUM) \$1,000,000/Occurrence, Bodily Injury, Property Damage-General Liability  
\$1,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

**SELF INSURED RETENTION (\$):** (Auto) \_\_\_\_\_ (GL) \_\_\_\_\_ (if applicable)  
Aggregate Limits (AUTO) \_\_\_\_\_ (GL) \_\_\_\_\_ (if applicable)

**INSURANCE COMPANY(IES):** (Auto) \_\_\_\_\_ (GL) \_\_\_\_\_

**POLICY NUMBER(S):** (Auto) \_\_\_\_\_ (GL) \_\_\_\_\_

**POLICY TERM:** From: (Auto) \_\_\_\_\_ (GL) \_\_\_\_\_ To: (Auto) \_\_\_\_\_ (GL) \_\_\_\_\_

**THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):**

1.  The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. \_\_\_\_\_
2.  The coverage is *Primary* to any other applicable insurance carried by the District.
3.  The policy(ies) covers *contractual liability* for the assumption of liability through the indemnity in this agreement.
4.  The policy(ies) is written on an *occurrence* basis.
5.  The policy(ies) covers *Broad Form* property damage liability.
6.  The policy(ies) covers *personal injury* (libel, slander, and trespass) 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 *non-owned* automobiles.
10.  The 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.

**IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.**

Signed \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_ Date \_\_\_\_\_  
Phone \_\_\_\_\_

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



# CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:** East Bay Municipal Utility District (EBMUD)  
 Department: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**  
 District Contract Number: \_\_\_\_\_  
 Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**  
 \_\_\_\_\_

**TYPE OF INSURANCE:** Professional Liability/Errors and Omissions (Claims Made Basis)  
**MINIMUM LIMITS OF LIABILITY:** \$1,000,000 each claim and in the aggregate.  
**INSURANCE COMPANY:** \_\_\_\_\_  
**POLICY NUMBER:** \_\_\_\_\_  
**POLICY TERM:** From: \_\_\_\_\_ To: \_\_\_\_\_

**The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.**

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.**

Signed: \_\_\_\_\_  
 Authorized Signature of Broker, Agent, or Underwriter

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

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**THIS IS TO CERTIFY TO:** East Bay Municipal Utility District (EBMUD)  
 Department: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_  
 Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

\_\_\_\_\_

**TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

**INSURANCE COMPANY:** \_\_\_\_\_

**POLICY NUMBER:** \_\_\_\_\_

**POLICY TERM:** From: \_\_\_\_\_ To: \_\_\_\_\_

**The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.**

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.**

Signed: \_\_\_\_\_  
 Authorized Signature of Broker, Agent, or Underwriter

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

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

# **EXHIBIT E**

## **East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM**

### **THE EAPA DEFINITION OF CORE TECHNOLOGY**

The Employee Assistance Professional Association (EAPA) describes "EAP" as a worksite-based program designed to assist: (1) work organizations in addressing productivity issues, and (2) "employee clients" in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues that may affect job performance.

"Employee Assistance Program core technology" or "EAP core technology" represents the essential components of the employee assistance (EA) profession. These components combine to create a unique approach to addressing work-organization productivity issues and "employee client" personal concerns affecting job performance and ability to perform on the job.

As defined by EAPA, core technology includes:

- (1) Consultation with, training of, and assistance to work organization leadership (managers, supervisors, and union stewards) seeking to manage the troubled employee, enhance the work environment, and improve employee job performance; and, outreach to and education of employees and their family members about availability of EAP services;
- (2) Confidential and timely problem identification/assessment services for employee clients with personal concerns that may affect job performance;
- (3) Use of constructive confrontation, motivation, and short-term intervention with employee clients to address problems that affect job performance;
- (4) Referral of employee clients for diagnosis, treatment, and assistance, plus case monitoring and follow-up services;
- (5) Consultation to work organization in establishing and maintaining effective relations with treatment and other service providers, and in managing provider contracts;
- (6) Consultation to work organization to encourage availability of and employee access to health benefits covering medical and behavioral problems, including, but not limited to, alcoholism, drug abuse, and mental and emotional disorders; and
- (7) Identification of the effects of EAP services on the work organization and individual job performance.



# EXHIBIT F

## East Bay Municipal Utility District EMPLOYEE ASSISTANCE PROGRAM

### EMPLOYEE COUNT BY ZIP CODE

Zip	Count
92627	1
93635	1
93637	1
94005	1
94010	2
94015	4
94030	3
94044	4
94066	1
94070	1
94080	4
94087	3
94105	1
94107	4
94108	1
94109	4
94110	6
94112	1
94114	2
94115	1
94116	3
94118	3
94121	4
94122	1
94124	2
94127	4
94131	5
94132	3
94134	1
94188	1
94303	1
94401	1
94404	2
94501	62
94502	18
94503	2
94505	2
94506	5
94507	3
94509	23
94510	12
94513	22
94514	4

94517	3
94518	17
94519	15
94520	16
94521	31
94523	38
94525	11
94526	15
94530	24
94531	13
94533	14
94534	11
94536	7
94538	4
94539	5
94541	19
94542	5
94544	24
94545	9
94546	52
94547	25
94548	1
94549	23
94550	12
94551	8
94552	24
94553	52
94555	5
94556	13
94558	8
94560	6
94561	26
94563	11
94564	19
94565	45
94566	17
94568	33
94571	2
94572	12
94577	43
94578	21
94579	19
94580	19
94582	13
94583	23

94585	7
94587	22
94588	10
94589	2
94590	7
94591	16
94595	14
94596	13
94597	16
94598	23
94601	8
94602	20
94603	5
94605	34
94606	6
94607	8
94608	20
94609	9
94610	21
94611	33
94612	7
94614	1
94618	8
94619	24
94620	1
94621	5
94623	1
94662	1
94702	12
94703	6
94704	2
94705	9
94706	12
94707	4
94708	5
94709	5
94710	3
94712	1
94801	6
94803	46
94804	22
94805	8
94806	22
94901	1
94903	1

94920	2
94927	1
94931	1
94937	1
94941	5
94945	2
94947	1
94952	1
94954	2
94960	1
95006	1
95033	1
95035	1
95123	1
95127	1
95130	1
95132	1
95148	1
95158	1
95203	1
95204	2
95206	7
95207	1
95209	3
95210	1
95212	4
95215	2
95219	1
95220	1
95221	1
95225	1
95232	1
95233	1
95236	2
95237	1
95240	2
95241	1
95242	4
95245	3
95246	4
95247	1
95249	4
95252	17
95254	1
95255	2

95330	5
95336	1
95337	4
95350	1
95355	1
95361	2
95366	1
95376	8
95377	6
95391	1
95403	3
95467	1
95476	1
95608	1
95620	1
95624	1
95626	1
95629	1
95630	3
95632	5
95638	1
95640	1
95642	3
95665	5
95666	1
95667	2
95670	1
95685	3
95687	10
95688	10
95689	3
95694	1
95695	1
95746	1
95757	1
95762	1
95765	1
95816	2
95818	2
95823	1
95829	1
95835	2
95842	1
95843	1
95864	1

Total	1750
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