



**REQUEST FOR PROPOSAL (RFP) for  
EBMUD's 100th Anniversary Campaign  
(Marketing Communications and Video  
Production Services)  
RFP# (116-051923)**

***ADDENDA***

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

***CONTACT***

**Tracie Morales**, Public Information Representative III  
510-287-0143  
Centennial@ebmud.com

***RESPONSE DUE***

April 8, 2022  
5:00 p.m. PST

***SUBMIT ELECTRONICALLY TO\****

**Tracie Morales**, EBMUD  
Centennial@ebmud.com

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**EAST BAY MUNICIPAL UTILITY DISTRICT**  
**RFP**  
**for**  
**EBMUD'S 100TH ANNIVERSARY CAMPAIGN**  
**(MARKETING COMMUNICATIONS AND VIDEO PRODUCTION SERVICES)**

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**I. STATEMENT OF WORK**

**A. SCOPE**

**District Overview**

The East Bay Municipal Utility District (EBMUD) is a not-for-profit public agency established in 1923 when residents voted to form EBMUD, paving the way for the infrastructure that we rely on today to bring water from the Sierra Nevada to the East Bay. EBMUD began wastewater treatment operations in 1951 and has led the industry with innovative pollution prevention programs and cutting-edge wastewater energy initiatives. We employ a diverse workforce of approximately 1,900 employees working in multiple locations throughout the Bay Area as well as in San Joaquin, Calaveras, and Amador counties.

EBMUD's mission is to manage the natural resources with which the District is entrusted; to provide reliable, high-quality water and wastewater services at fair and reasonable rates for the people of the East Bay; and to preserve and protect the environment for future generations. EBMUD remains a lifeline in the Bay Area, delivering high-quality water to more than 1.4 million customers in Alameda and Contra Costa counties and serving 740,000 wastewater customers to protect public health and the San Francisco Bay.

**Background**

EBMUD will celebrate its 100th anniversary in May 2023. We plan to use various events, platforms, and tools to maximize engagement with our diverse communities about the important role of water and wastewater services in the East Bay while sharing our history, priorities, and vision for the next 100 years. While some activities will occur on or near the District's anniversary in May 2023, the centennial will be integrated in EBMUD activities and programs throughout the calendar year. Themes will highlight the District's innovation, infrastructure investment, diverse trailblazers within EBMUD history, and its pivotal role in safeguarding public health and the environment over the last century. All outreach and historical materials will be inclusive and representative of our diverse community. Materials developed for the centennial will be used for long-term outreach and educational purposes, in recruitments, and to strengthen community relations and understanding.

**General Project Scope**

It is the intent of these specifications, terms, and conditions to describe the four parts of EBMUD's 100th Anniversary Campaign (Marketing Communications and Video Production Services) that are being requested by the District:

- Production of Centennial Videos
- Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations
- Historical Digital Flipbook
- Centennial Marketing Campaign and Social Media Plan

Refer to **Exhibit D - SPECIFICATIONS I-IV** for details regarding the scope of work, schedule, and deliverables of this project. **Proposers may bid on any combination of the four parts of the RFP.** Review **Exhibit A – RFP RESPONSE PACKET** for further instructions.

A summary of the four parts is provided below.

1. **Production of Centennial Videos**

EBMUD is requesting proposals (RFPs) from video production firms to develop the video narrative, film, edit, and produce EBMUD's historical videos for its 100th anniversary to debut in 2023. Video production will require research and interviews, capturing new footage, using existing videos (both present day and historically archived), stock footage, and photos. EBMUD is seeking to develop two engaging, entertaining, and informative centennial videos that chronicle EBMUD's rich history, priorities, and vision for the next 100 years and promote awareness of the District's important role and impact in the East Bay. EBMUD is looking for forward-looking, modern, and creative storytelling to convey the District's vision for the next 100 years based on information provided by the District and developed as part of other aspects of this scope. All centennial materials shall be created with a consistent "look and feel" in relation to all other centennial-related deliverables.

2. **Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations**

EBMUD is seeking project management and creative services to coordinate the development of a distinctive, fresh, and modern centennial-year logo/tagline to promote our 100th anniversary, a Centennial style guide with use specifications, designs for updated communications templates (e.g., District letterhead, PowerPoint presentation, fact sheet templates, print newsletter, news advisory and press release, and an electronic e-newsletter) that build on the District's existing templates and incorporate the 100-year anniversary theme, and post-centennial style recommendations, guidelines, or designs for use after the 100th anniversary to incorporate elements of our centennial branding and provide a bridge moving forward. These assets should communicate EBMUD's 100th anniversary milestone in a compelling way, incorporate elements of our messaging, and build on our existing EBMUD logo and visual identity. All centennial materials shall be created with a consistent "look and feel" in relation to all other centennial-related deliverables.

3. **Historical Digital Flipbook**

EBMUD is requesting proposals to develop a historical report of EBMUD's 100-year history to debut in 2023. The report shall be converted into a digital flipbook using the software Flipsnack. The scope of services includes developing the outline, researching content, writing the report text, interviewing subjects, compiling assets, and coordinating the design of a digital flipbook with an estimated length of 30 pages. All centennial materials shall be created with a consistent "look and feel" in relation to all other centennial-related deliverables.

4. **Centennial Marketing Campaign and Social Media Plan**

EBMUD is seeking bid proposals from marketing and communications firms to execute a comprehensive research-based centennial marketing campaign that includes conducting the research and developing the creative design for advertisements such as print, digital and broadcast advertising and other collateral material, coordinating the media planning and media buying services, and developing a social media campaign plan to raise awareness of the 100th Anniversary through strategic creative assets and cost-

effective advertising buys. Consultant should have comprehensive knowledge of the East Bay advertising market.

The main campaign objective is to educate the public on the following themes:

- WHY WE DO WHAT WE DO: We are dedicated to our diverse community, public health, and the environment.
- WHAT WE DO: We protect public health and natural resources and provide high-quality water and wastewater services to the community.
- HOW WE DO IT: We invest in our employees, infrastructure, and our community with innovative solutions.

Our centennial anniversary is an opportunity to elevate our established key messages, raise awareness of EBMUD and its initiatives, provide information about the District's strengths (safe, reliable and good tasting water), explain EBMUD's proactive efforts to update the water and wastewater system for the future, and help customers understand how EBMUD uses rate dollars effectively. This campaign should address how to time the advertising for optimal visibility and negotiate favorable rates with outlets.

All centennial materials shall be created with a consistent "look and feel" in relation to all other centennial-related deliverables.

East Bay Municipal Utility District intends to award 1-year contracts (with an option to renew for an additional term) for the four parts of this RFP to the Proposer(s) who best meets the District's requirements.

**B. PROPOSER QUALIFICATIONS**

**1. Proposer Minimum Qualifications (Part I – Production of Centennial Videos)**

- a. Proposer, Proposer's principal, or Proposer's staff (i.e. key personnel assigned to the project) shall have been regularly engaged in the business of producing, filming, and editing video scripts and photos and original videography, including development of content and narrative, creating video graphics, and project management for at least 5 years.

**2. Proposer Minimum Qualifications (Part II – Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations)**

- a. Proposer, Proposer's principal, or Proposer's staff shall be an established firm or business with at least five (5) years of experience within the last seven (7) years in graphic design, advertising, strategic communications, and/or creative development.
- a. Respondent's key personnel assigned to the project shall each have a minimum of five (5) years of experience in graphic design, advertising, strategic communications, and/or creative development.

3. **Proposer Minimum Qualifications (Part III – Historical Digital Flipbook)**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of publications development such as books, reports, magazines, and newsletters (e.g., writing, editing, researching, designing, and publishing) for at least 5 years.
- b. Respondent's key personnel assigned to the project shall have publications experience specializing in digital publications, such as creating digital flipbooks to create multi-media digital publications.
- c. Respondent's key personnel assigned to the project shall have (5) years of experience working in graphic design.

4. **Proposer Minimum Qualifications (Part IV – Centennial Marketing Campaign and Social Media Plan)**

- a. Proposer, Proposer's principal, or Proposer's staff shall be an established firm or business with at least five (5) years of experience within the last (7) seven years in advertising, creative development, media planning and placement, and strategic planning for online and social media campaigns.
- b. Respondent's key personnel assigned to the project shall each have a minimum of five (5) years of experience in advertising, creative development, media planning and placement, and strategic planning for online and social media campaigns.

C. **SPECIFIC REQUIREMENTS**

For **Production of Centennial Videos**, see **Exhibit D SPECIFICATION I** for specific requirements. For **Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations**, see **Exhibit D SPECIFICATION II** for specific requirements. For **Historical Digital Flipbook**, see **Exhibit D SPECIFICATION III** for specific requirements. For **Centennial Marketing Campaign and Social Media Plan**, see **Exhibit D SPECIFICATION IV** for specific requirements.

**Proposers may bid on any combination of the four parts (I,II,III,IV) of the RFP. If not submitting a bid for one of the parts of the RFP, please indicate "No Bid" for that part. Bidders are encouraged (but not required) to bid on all four parts for a more consistent "look and feel" of centennial-related deliverables.**

Bidder shall submit the following with its bid document, as described in **EXHIBIT A - RFP RESPONSE PACKET - REQUIRED DOCUMENTATION AND SUBMITTALS**.

- Table of Contents
- Letter of Transmittal (not to exceed 3 pages)
- Key Personnel (maximum 5 pages)
- Description of the Proposed Services (not to exceed 2 pages)
- Implementation Plan and Schedule (not to exceed 10 pages)



- Sustainability Statement
- Client References (not to exceed 5 pages)
- Contract Equity Program
- Work Samples (3) samples for each part you are bidding on with an accompanying written overview of the strategy, concept rationale, outcomes, and results. Samples should demonstrate project experience relevant to this RFP.

**Bids submitted without the aforementioned information may be rendered non-responsive.**

**II. CALENDAR OF EVENTS**

**D. RFP SCHEDULE**

EVENT	DATE
RFP Issued	March 18, 2022
Response Due	April 8, 2022 by 5:00 p.m.
Complete Proposal Review and Evaluation	April 22, 2022
Vendor Notification	April 25, 2022
Anticipated Contract Start Date	May 24, 2022

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

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

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

**A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.

6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

E. EVALUATION CRITERIA/SELECTION COMMITTEE

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

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. A separate scoring sheet will be applied to each specification/part of the RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

For each of the four parts in this RFP, the Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<b>Technical Criteria:</b> An evaluation will be made of the probability of success of, and risks associated with, the RFP response based on technical criteria and samples provided. A comparison will be made of the proposed services with the requirements of this RFP and credit will be given for responsiveness, technical expertise, and convenience of services.
<b>B.</b>	<b>Level of Effort:</b> An evaluation of Level of Effort will consider: <ol style="list-style-type: none"><li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li><li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li><li>3. Affordability (i.e., the ability of the District to finance this project).</li></ol> Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.

<b>C.</b>	<b>Implementation Plan and Schedule:</b> An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.
<b>D.</b>	<b>Relevant Experience:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be relevant for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable experience of the personnel designated to work on the project?</li> <li>4. Is the appropriate level of quality demonstrated by the samples provided?</li> </ol>
<b>E.</b>	<b>References (See Exhibit A – RFP Response Packet):</b> If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.
<b>F.</b>	<b>Methodology:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the RFP requirements?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the District's time schedule?</li> </ol>
<b>G.</b>	<b>Understanding of the Project:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> <li>4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?</li> </ol>
<b>H.</b>	<b>Oral Presentation and Interview:</b> The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.
<b>I.</b>	<b>Contract Equity Program:</b> Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A- Contract Equity Program, <u>and</u> they check the appropriate box, requesting

	preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBES and/or SBEs will receive an additional 5 points to their total score.
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F. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
2. Price quotes shall include any and all payment incentives available to the District.
3. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

G. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

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

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

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

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

H. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of 1 year from the date of acceptance by the District.

I. INVOICING

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.

4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.
5. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

#### IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

##### A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Tracie Morales, Public Information Representative III  
EBMUD Office of the General Manager - Communications Division  
E-Mail: Centennial@ebmud.com  
PHONE: 510-287-0143

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office  
PHONE: 510-287-0114

AFTER AWARD:

Attn: Tracie Morales, Public Information Representative III  
EBMUD Office of the General Manager - Communications Division  
E-Mail: Centennial@ebmud.com  
PHONE: 510-287-0143

##### B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. RFP responses shall be in pdf format and emailed prior to the bid due date/time in their entirety to Tracie Morales at Centennial@ebmud.com. The District's email has limitations on attachment size.

You may submit large files via a link to a shared storage platform such as Google Drive or Dropbox or via email (make sure your response is less than 25 megabytes.) If the file exceeds the limit, you may send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals by bid due date and time. The District shall not be responsible for any issues related to transfer of files through email.

The District will reply by email upon receipt of your RFP response. If you did not receive an acknowledgement, you may call at 510-287-0143 to check receipt of the proposal.

2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.

3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, or D, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.







# EXHIBIT A

## RFP RESPONSE PACKET

RFP for EBMUD's 100th Anniversary Campaign  
(Marketing Communications and Video Production Services)

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From:

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(Official Name of Proposer)

### RFP RESPONSE PACKET GUIDELINES

- **THIS RFP CONTAINS FOUR (4) PARTS. BIDDERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS FOR A MORE CONSISTENT "LOOK AND FEEL" OF CENTENNIAL-RELATED DELIVERABLES. IF BIDDING ON PORTIONS OF THE WORK, THE EXPECTATION IS THAT WORK IS COORDINATED AMONG SELECTED VENDORS, AT THE DIRECTION OF THE DISTRICT PROJECT MANAGER. PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE "NO BID" FOR THAT PART.**
- **PROPOSERS ARE TO SUBMIT ORIGINAL ELECTRONIC RFP RESPONSE WITH ORIGINAL INK OR ELECTRONIC SIGNATURES (in PDF format).**
- **SUBMITTAL FOR EACH PART SHALL CONTAIN THE FOLLOWING:**
  - **EXHIBIT A - RFP RESPONSE PACKET**  
**INCLUDE ALL REQUIRED DOCUMENTATION LISTED BELOW AND AS DESCRIBED IN "EXHIBIT A - REQUIRED DOCUMENTATION AND SUBMITTALS"**
    - Table of Contents
    - Letter of Transmittal (maximum 3 page)
    - Key Personnel (maximum 5 pages)
    - Description of Proposed Services (maximum 2 pages)
    - Implementation Plan and Schedule (maximum 10 pages)
    - Sustainability Statement
    - Client References (maximum 5 pages)
    - Exceptions, Clarifications, Amendments
    - Contract Equity Program
  - **WORK SAMPLES**  
**PROVIDE THREE (3) SAMPLES FOR EACH PART THAT YOU ARE BIDDING ON. SAMPLES SHOULD DEMONSTRATE PROJECT EXPERIENCE RELEVANT TO THIS RFP.**

- For **Production of Centennial Videos**, provide 3 video samples that are accessible online
  - For **Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations**, provide 3 logo design samples
  - For **Historical Digital Flipbook**, provide 3 publication samples (including one digital publication)
  - For **Centennial Marketing Campaign and Social Media Plan**, provide 3 case studies with samples of various advertisement products and the accompanying written marketing campaign plans, including overview of the strategy, concept rationale, budget, expected and actual results.
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
  - **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
  - **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”.**



## PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

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

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

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

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

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

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

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

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

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

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

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

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

Primary Contact Information:

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

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

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

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

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

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

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

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



**PROPOSAL FORM  
PRODUCTION OF CENTENNIAL VIDEOS  
PART I**

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process. No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The detailed number of hours on a task basis shall be itemized as outlined in "Required Documentation and Submittals".

**THIS RFP CONTAINS FOUR (4) PARTS. PROPOSERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS. PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE "NO BID" FOR THAT PART.**

**PRODUCTION OF CENTENNIAL VIDEOS**

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
(Example: Senior Consultant)	hour		\$	\$
(Example: Junior consultant)	hour		\$	\$
(Example: Materials)			\$	\$
<b>TOTAL COST</b>				<b>\$</b>



**PROPOSAL FORM**  
**CENTENNIAL LOGO, STYLE GUIDE, TEMPLATES, AND POST-CENTENNIAL STYLE RECOMMENDATIONS**  
**PART II**

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process. No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The detailed number of hours on a task basis shall be itemized as outlined in "Required Documentation and Submittals".

**THIS RFP CONTAINS FOUR (4) PARTS. PROPOSERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS. PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE "NO BID" FOR THAT PART.**

**CENTENNIAL LOGO, STYLE GUIDE, TEMPLATES, AND POST-CENTENNIAL STYLE RECOMMENDATIONS**

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
(Example: Senior Consultant)	hour		\$	\$
(Example: Junior consultant)	hour		\$	\$
(Example: Materials)			\$	\$
TOTAL COST				\$



**PROPOSAL FORM  
HISTORICAL DIGITAL FLIPBOOK  
PART III**

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process. No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The detailed number of hours on a task basis shall be itemized as outlined in "Required Documentation and Submittals".

**THIS RFP CONTAINS FOUR (4) PARTS. PROPOSERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS. PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE "NO BID" FOR THAT PART.** The detailed number of hours on a task basis shall be itemized as outlined in "Required Documentation and Submittals".

**HISTORICAL DIGITAL FLIPBOOK**

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
(Example: Senior Consultant)	hour		\$	\$
(Example: Junior consultant)	hour		\$	\$
(Example: Materials)			\$	\$
<b>TOTAL COST</b>				<b>\$</b>





**PROPOSAL FORM  
CENTENNIAL MARKETING CAMPAIGN AND SOCIAL MEDIA PLAN  
PART IV**

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process. No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The detailed number of hours on a task basis shall be itemized as outlined in "Required Documentation and Submittals".

**THIS RFP CONTAINS FOUR (4) PARTS. PROPOSERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS. PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE "NO BID" FOR THAT PART.**

**CENTENNIAL MARKETING CAMPAIGN AND SOCIAL MEDIA PLAN**

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
(Example: Senior Consultant)	hour		\$	\$
(Example: Junior consultant)	hour		\$	\$
(Example: Materials)			\$	\$
TOTAL COST				\$



## REQUIRED DOCUMENTATION AND SUBMITTALS

THIS RFP CONTAINS FOUR (4) PARTS. **BIDDERS ARE ENCOURAGED (BUT NOT REQUIRED) TO BID ON ALL 4 PARTS FOR A MORE CONSISTENT “LOOK AND FEEL” OF CENTENNIAL-RELATED DELIVERABLES.** PROPOSERS MAY BID ON ANY COMBINATION OF THE FOUR PARTS (I,II,III,IV) OF THE RFP. IF NOT SUBMITTING A BID FOR ONE OF THE PARTS OF THE RFP, PLEASE INDICATE “NO BID” FOR THAT PART.

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

1. **Table of Contents:** Include a table of contents itemizing the Proposal contents.
2. **Letter of Transmittal** (maximum 3 pages): Summarize approach to providing services to the District and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. Synopsis should describe proposer’s relevant project experience, company background information, understanding of project goals, project production strategy, strengths of your team, and why your firm should be selected.
3. **Key Personnel** (maximum 5 pages): Include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services to District staff. For each person on the list, the following information shall be included:
  - (a) The person’s job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person’s educational background; and
  - (d) The person’s relevant technical expertise and experience in providing similar services and completing comparable projects.
4. **Description of the Proposed Services** (not to exceed 2 pages): Include a description of the terms and conditions of services to be provided during the contract term, including a basis of estimate for services, scheduled start and completion dates, number of Proposer’s and District personnel involved, and number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response.
5. **Implementation Plan and Schedule:** (maximum 10 pages): Provide a detailed work plan outlining information below (in the following order):
  - (a) Deliverables and key decision points

- (b) Detailed preliminary schedule with milestones, showing interdependencies of work, including coordination with other aspects of the overall scope, even if not submitting on all parts of the work in this RFP.
  - (c) Matrix of personnel, tasks, and estimated effort in hours
  - (d) Techniques, strategies, tools, and equipment you will use
  - (e) Identify challenges you anticipate when addressing specific requirements. If applicable, outline any changes you believe would be helpful in achieving this project's goals and objectives.
6. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental, or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
7. **Client References (maximum 5 pages):** Provide a list of former clients and representative projects undertaken in the last five (5) years which demonstrate experience relevant to this RFP. A minimum of three (3) and maximum of five (5) clients and representative projects should be provided. **For each project, provide project description, project costs, dates of engagement, project owner, and member(s) of the proposed team for this RFP that participated in the project, including any subcontractors that worked on the project.**
- (a) Proposers must use the templates in the "References" section of this Exhibit A - RFP Response Packet to provide references.
  - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Proposers must verify the contact information for all references provided is current and valid.
    - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**
- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
  - (b) THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.
9. **Contract Equity Program:**
- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink

contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification." Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at 510-287-0114 prior to submitting an RFP response.

10. **Work Samples:** Provide three (3) samples for each part you are bidding on. Samples should demonstrate project experience relevant to this RFP and should be accessible to view online and/or to download through a shared storage platform such as Google Drive or Dropbox.
- For **Centennial Videos**, provide 3 video samples that are accessible online via links and/or available to download, with an accompanying written overview of the strategy, concept rationale, outcomes, and results.
  - For **Centennial Logo, Style Guide, Templates, and Post-Centennial Style Recommendations**, provide 3 logo design samples with the accompanying written overview of the strategy, concept rationale, outcomes, and results.
  - For **Historical Digital Flipbook**, provide 3 publication case histories (including one digital publication) with the accompanying written overview of the strategy, concept rationale, outcomes, and results.
  - For **Marketing and Social Media Plan**, provide 3 case studies with samples of various advertisement products and the accompanying written marketing/advertising campaign plan that includes a written overview of the strategy, concept rationale, budget, expected and actual results.



## REFERENCES

### RFP for EBMUD's 100th Anniversary Campaign (Marketing Communications and Video Production Services)

Proposer must provide a minimum of 3 references. For each project, provide project description, project costs, dates of engagement, project owner, and member(s) of the proposed team for this RFP that participated in the project, including any subcontractors that worked on the project. Include additional pages as necessary to describe the project.

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

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

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

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

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

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



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP for EBMUD's 100th Anniversary Campaign (Marketing Communications and Video Production Services)

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

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Proposer takes exception to...

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

**[Contract Equity Guidelines and Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link: **<http://ebmud.com/business-center/contract-equity-program/>**

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







## **EXHIBIT B INSURANCE REQUIREMENTS**

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

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

I. The following provisions applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

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

L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services

provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

## **INSURANCE VERIFICATION DOCUMENTS**

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

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

Coverage A. Statutory Benefits Limits

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

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

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

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

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

C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

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

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

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

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

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

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

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

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

### III. Commercial General Liability Insurance ("CGL") Coverage

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

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

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

G. There will be no exclusion for explosions, collapse, or underground liability (XCU).

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR's behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR's failure to provide the waiver of subrogation from its insurance carrier(s).

K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

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

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

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

**Policy Limit: Per Occurrence:** \$ \_\_\_\_\_ **Aggregate:** \$ \_\_\_\_\_

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

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

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

**Insurance Broker or Agent: Print Name:**\_\_\_\_\_

**Insurance Broker or Agent's Signature:**\_\_\_\_\_

#### **IV. Business Auto Liability Insurance Coverage**

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

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

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000

Bodily Injury and Property Damage: \$2,000,000

Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

C. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

D. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- E. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

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

Policy Limit: Per Accident/Occurrence \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

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

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

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

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_







**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

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

***EBMUD's 100th Anniversary Campaign  
(Marketing Communications and Video Production Services)***

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of (*month*), 2022, 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 ***EBMUD's 100th Anniversary Campaign***; and such services are authorized by Purchase Order No \_\_\_\_\_; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for ***marketing communications and video production services for EBMUD's 100<sup>th</sup> Anniversary Campaign*** and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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 (*state type - for example "engineering"*) profession and that CONSULTANT is 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 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*). 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 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.

## **ARTICLE 5 - PROJECT MANAGERS**

- 5.1 DISTRICT designates *Tracie Morales* 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. (*The following sentence is optional.*) CONSULTANT hereby commits an average of (*1 to 100*) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

## **ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE**

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

## **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**

Insurance Requirements are as stated in Exhibit D, Insurance Requirements.

## **ARTICLE 8 - NOTICES**

- 8.1 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.

- 8.2 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:

*(Name)*

***Manager of Public Affairs and Community Outreach***

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.

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

## **ARTICLE 9 - MISCELLANEOUS**

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

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

9.9 Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

#### **ARTICLE 10 - TERM**

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

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

#### **EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name),  
(Manager of Public Affairs and Community Outreach)

Approved As To Form

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

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

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

**EXHIBIT D**  
**REQUEST FOR PROPOSAL**

**EXHIBIT D**

**SPECIFICATION I – PRODUCTION OF CENTENNIAL VIDEOS**

## **SPECIFICATION I**

### **PRODUCTION OF CENTENNIAL VIDEOS**

#### **1.1 PROJECT OVERVIEW**

EBMUD is requesting proposals (RFPs) from video production firms to develop the video storyline and film, edit, and produce two historical videos for its 100th anniversary to debut in early 2023. Video production will require research, storyboarding, script development, subject interviews, capturing new footage, and using existing videos (both present day and historically archived), stock footage, and photos.

EBMUD is seeking two engaging and informative Centennial videos that chronicle EBMUD's rich history, priorities, and vision for the next 100 years and promote awareness of the District's role and impact in the East Bay. EBMUD is looking for forward-looking, modern, and creative storytelling styles to convey the District's vision for the next 100 years.

This project will require reviewing sources of archived photography and video. In addition, EBMUD has a detailed history book titled "Its Name was M.U.D. – The Story of Water," published in 1970 and updated in 1999, which recounts stories, key events, and issues throughout the decades and includes photos from our history. This 332-page book, in addition to other assets, will serve as rich source material to develop the video.

##### **1.1.A Audience**

The historical videos will be used for public outreach, student education, staff training, social media, and will be posted on EBMUD's website. The audience for the longer video includes attendees participating in EBMUD's Community Water Academy, ward briefings, community events, gatherings, new employee onboarding sessions, and more. The shorter video will be shared on social media, public meetings, and our website.

##### **1.1.B Goals/Objectives**

As the District celebrates its 100th Anniversary in 2023, the intent of the videos is to:

- Generate excitement around the District's milestone celebrations
- Educate viewers about our mission, services, and programs
- Highlight our rich history, community impact, and partnerships
- Highlight the District's milestones to protect public health and the environment and what EBMUD is doing to ensure reliable, high-quality water and wastewater services for future generations



## **EXHIBIT D**

### **REQUEST FOR PROPOSAL**

- Represent the District's diverse community and staff and commitment to creating an inclusive culture

#### **1.2 REQUIREMENTS**

##### **1.2.A Deliverables**

The successful bidder will produce two high-quality videos of the following lengths:

- One historical video (about 15 minutes in length) providing a detailed overview of EBMUD's history and story with a focus on the present and future
- One synthesized version of the historical video (about 3 minutes in length) capturing key events and developments from EBMUD's history with a focus on the present and future

In addition, project deliverables include unedited archival video with ambient sound to be used for video productions and media requests on an as-needed basis. EBMUD will retain copyrights to the developed videos in their entirety.

##### **1.2.B Deliverables Format and Technical Requirements**

The successful proposer shall provide video footage in broadcast-quality that can also be used on multiple video and social media platforms. The video should have the ability to translate into a variety of formats, including, but not limited to mp4, DVD, YouTube, Flash Video, Broadcast, or any current industry standard. The video and footage shall be archived, indexed, and stored on a digital hard drive.

##### **1.2.C Content Requirements**

The video should deliver information that includes -- but is not limited to -- the early days when water supplies in the East Bay were unsafe and unreliable; the formation of the East Bay Municipal Utility District in 1923, acknowledgment of native lands and communities in the Sierra foothills and in the East Bay before EBMUD acquired land and property for the water system, construction of Pardee Dam and Camanche Dam, water rights, drought, water supply reliability actions, the formation of EBMUD's wastewater special district to treat wastewater; environmental stewardship; EBMUD's impact on public health and the environment, community investments through our Contract Equity Program and the Community Assistance Program; diversity, equity, and inclusion initiatives; investments in innovation and infrastructure; efforts to ensure high water quality; and diverse trailblazers within EBMUD's history. Video should include stakeholder interviews with EBMUD staff and Board members (past and present) and members of the community.

### 1.2.D Schedule

- Launch historical videos to the public within the **first quarter of 2023**.
- Footage taken in producing the master videos should be provided to the District within three months of completion of these deliverables.

The timeline above reflects the best estimates at the time of this RFP release and will be finalized in the contract agreement.

### 1.2.E Scope of Services: (Cost Breakdown should cover entire scope)

#### **TASK A1: Project Management**

- Provide a single point person to oversee project
- Ensure alignment with overall project timeline
- Work with District Project Manager to set and track project milestones
- Provide regular status updates
- Manage cost of time and materials to remain within budget
- Proactively identify and communicate challenges
- Coordinate quality control of work and deliverables
- **Ensure common “look and feel” of Centennial-related deliverables consistent with EBMUD branding by working collaboratively with stakeholders and other vendors (if applicable)**

#### **TASK A2: Pre-Production**

- Participate in initial consultation, brainstorming sessions, and project development sessions
- Consult with District Project Manager and key personnel to discuss video concept and analyze video needs, including the need for additional footage and scheduling of video shoots

#### **TASK A3: Creative Design and Storyline Development**

- Develop written video content outlines, script, and storyboards
- Research and use established sources of information, including the historical book "Its Name Was M.U.D – The Story of Water," EBMUD's 75th anniversary video, other historical sources such as annual reports and Customer Pipeline newsletters, and conduct subject matter expert interviews based on feedback and recommendations from the District Project Manager.

#### **TASK A4: Develop Scripts**

- Develop talking points and/or scripts for film participants for interviews and voiceovers
- Work with EBMUD to plan filming, including identifying interviews and shot locations based on content needs

# **EXHIBIT D**

## **REQUEST FOR PROPOSAL**

### **TASK A5: Develop Graphics and additional elements**

- Produce the necessary graphics, video, and sound elements

### **TASK A6: Production/Labor**

- Edit videos during and post video production and provide rough cuts for the District's review. Incorporate District feedback following each review cycle from the video production committee until the District accepts all deliverables
- Film onsite at EBMUD locations
- Secure creative talent for professional narration
- Convert archived footage into digital format. Digitize set of silent films from the 1920s as well as VHS video footage to use in video production
- Provide additional copies of Master
- Catalogue videos with time codes: Video obtained throughout the term of the contract must be catalogued by date and subject and include time sequences
- Provide all technical and production equipment and labor necessary to produce the videos, including catalog and voice over talent and music
- Provide official footage along with the master videos to the District within three months of approving the final draft

### **TASK A7: Logistics Planning and Cost Management**

- Manage logistics for transportation outside of the District's service area and any required equipment
- Manage line-item budget (e.g., shipping, delivery/returns, expendables, and contingency)
- Identify all costs required for video production and keep the District informed of all expenses charged. Provide information on an ongoing basis with detailed supporting documents and invoices

EBMUD will retain copyrights to the developed videos in their entirety as part of the scope of services.

\* \* \* \* \*

## **EXHIBIT D**

### **SPECIFICATION II – CENTENNIAL LOGO, STYLE GUIDE, TEMPLATES, AND POST-CENTENNIAL STYLE RECOMMENDATIONS**

# **EXHIBIT D**

## **REQUEST FOR PROPOSAL**

### **SPECIFICATION II**

#### **CENTENNIAL LOGO, STYLE GUIDE, TEMPLATES, AND POST-CENTENNIAL STYLE RECOMMENDATIONS**

#### **2.1 PROJECT OVERVIEW**

In advance of EBMUD's 100th anniversary in 2023, EBMUD is seeking project management and creative design services to coordinate the development from concept to completion of:

- A distinctive, fresh, and modern logo tagline to promote our centennial
- Post-centennial style recommendations for use after the 100th anniversary
- A centennial style guide with use specifications
- Updated communications templates, building on the District's existing templates for letterhead, PowerPoint presentation, fact sheets, print newsletter, news advisory and press release, and electronic e-newsletter for the centennial

The successful bidder will also provide a plan to coordinate, develop, select, and implement the new visual assets. These assets should communicate EBMUD's 100th anniversary milestone in a compelling way, incorporate elements of our messaging, and build on our existing EBMUD logo and visual identity.

#### **2.1.A Goals/Objectives**

As the District celebrates its 100th Anniversary in 2023, the centennial logo and tagline, style guide, and templates are intended to:

- Enhance brand recognition
- Standardize the District's branding in a way that creatively captures the District's long history as a vital part of the East Bay and conveys our commitment to serving our customers for the next 100 years
- Effectively evolve the District's brand with forward-looking themes and design concepts that reflect the District's vision

#### **2.2 REQUIREMENTS**

#### **2.2.A Schedule**

- Centennial logo-tagline completed by **August 1, 2022**
- Post-centennial style recommendations completed by **August 1, 2022**
- Style guide finalized by **September 1, 2022 (after logo accepted)**
- Communications templates finalized by **November 1, 2022**

The timeline above reflects the best estimates at the time of this RFP release and will be finalized in the contract agreement.

## **2.2.B Scope of Services**

### **TASK B1: Project Management**

- Develop a schedule with key milestones and a design brief to include objectives, design parameters, mood and tone, style guidelines and reference materials, such as mood boards derived from the initial consultation and brainstorming sessions with the Project Team, to develop the Centennial logo, logo style guide, communications templates, and post-centennial style recommendations
- Participate in initial consultation, brainstorming sessions, and project development sessions with the District Project Manager and staff
- Lead presentation meetings and develop slide decks for the internal logo selection committee
- Provide recommendations for best design practices for anniversary logos
- Execute creative designs and concepts and incorporate stakeholder feedback throughout the design/review process
- Facilitate building consensus with internal stakeholders in support of the District Project Manager.
- **Ensure common “look and feel” of Centennial-related deliverables consistent with EBMUD branding by coordinating and working collaboratively with stakeholders and other vendors (if applicable)**

### **TASK B2: Centennial Logo and Post Centennial Style Recommendations**

- Develop a schedule with key milestones for the development of the Centennial year logo
- Lead meetings with District stakeholders to gather input on EBMUD history, traditions, and branding. Meet with EBMUD Graphic Design team to review logo history and past event-specific logos. Collaborate with in-house design staff.
- Post Centennial Style Recommendations: Provide recommendations and guidance on how to incorporate the most effective elements of the Centennial into EBMUD’s brand going forward.
- Provide fully-editable, vector-based art files for final approved logos (AI, AVG, or vector PDF). Provide variations in full color, solid black, and reverse (white on transparent) for effective use on top of white, light, dark, and photographic backgrounds. Provide appropriate font specifications for the logo, if appropriate.
- Designer/firm to be available for brand consultation for up to (18) months to respond to questions of usage or clarification on style guide

### **TASK B3: Centennial Logo Style Guide**

- Develop a schedule with key milestones for the development of the style guide to begin after completion and acceptance of the logo.

## EXHIBIT D

### REQUEST FOR PROPOSAL

- Develop logo style guide with specifications and guidelines for proper logo usage to ensure a strong visual impact throughout various print and digital uses. Specify logo use restrictions, typography selections, and color palettes

#### TASK B4: Branded Templates

- Develop a schedule with key milestones for the development of the various branded templates.
- Incorporate the selected Centennial logo and develop a consistent style and theme that can be incorporated into various existing templates that can be used in the Centennial year and afterward. Provide up to five concepts for review of each. Designer/firm to be available for brand consultation for up to 18 months
  - **District Letterhead:** Update formal District letterheads to include the centennial logo.
  - **PowerPoint Template:** Update official District PowerPoint used for internal and external meetings and develop electronic template and strategy for District-wide deployment to allow for conversion within Powerpoint.
  - **Fact Sheets:** Update official District fact sheets that are distributed publicly to incorporate the centennial logo.
  - **Print Newsletter:** Update official District newsletter, the “Customer Pipeline” with Centennial logo.
  - **Press Releases:** Update official Press Release header
  - **E-Newsletter Templates:** Develop new digital template with centennial logo for Customer Pipeline newsletters

Examples of District templates:

<https://www.dropbox.com/sh/prhqzle3mcq65d9/AAC3XooUIbJaOw85EmjFjvyla?dl=0>

EBMUD will retain copyrights to all images, logos, style guides, designs, color treatments, fonts and templates created by the designer and/or firm as part of this scope of services.

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## **EXHIBIT D**

### **SPECIFICATION III – HISTORICAL DIGITAL FLIPBOOK**



# **EXHIBIT D**

## **REQUEST FOR PROPOSAL**

### **SPECIFICATION III**

#### **HISTORICAL DIGITAL FLIPBOOK**

#### **3.1 PROJECT OVERVIEW**

EBMUD is requesting proposals (RFPs) to develop a digital historical report of EBMUD's 100-year history to debut in 2023. The scope of services includes developing the outline, researching content, writing the report text, interviewing subjects, and coordinating the design of a digital flipbook with an estimated length of approximately 30 pages using online software Flipsnack.

This re-envisioned historical flipbook will be a modern-day adaptation of our history through the decades by weaving in key highlights, interesting narratives, infographics, timelines, photos from then and now, and multi-media elements to capture the attention of today's audience.

This project will require reviewing sources of archived photography and video. In addition, EBMUD has a detailed history book titled "Its Name was M.U.D. – The Story of Water," originally published in 1970 and updated later in 1999, which recounts stories, key events, data points, and photos from our rich history. This 332-page book will serve as a rich source of content and material to develop an abbreviated report. While comprehensive, this history book is only available in print and is less appealing to today's digital-focused audience. Other materials, such as the District's annual reports, summarize accomplishments and key events since 1999. Our goal is to develop an engaging, easy-to-read digital report that takes EBMUD's history and brings it to life through words, photos, videos, and compelling graphic design elements.

##### **3.1.A Audience**

The audience for this digital flipbook includes key stakeholders and the public. Distribution will be via our website and social media channels.

This report should use active, concise, and compelling language and use photography and video elements strategically to highlight our rich history. The writing in the report should aim for a 6th grade reading level.

##### **3.1.B Goal/Objectives**

This engaging, easy-to-read digital report should educate customers and students about our mission and services and highlight the District's milestones to protect public health and the environment and what EBMUD is doing to ensure reliable, high-quality water and wastewater services for future generations. In addition, this report should represent the District's diverse community and staff and commitment to creating an inclusive culture.

Examples of sample reports:

**EBMUD Biennial Report 2020-2021:**

<https://www.flipsnack.com/CED5CCBBDC9/biennial-report-20-21.html>

### **3.2 REQUIREMENTS**

#### **3.2.A Schedule**

- Report outline with detailed chapter outlines for District review by **July/August 2022**
- Draft Flipbook for District review and comment by **December 1, 2022**
- Centennial Flipbook completed for public distribution by **February 1, 2023**

The timeline above reflects the best estimates at the time of this RFP release and will be finalized in the contract agreement.

#### **3.2.B Scope of Services** (Cost Breakdown should cover entire scope)

The successful bidder will complete an interesting, compelling, and detailed historical digital report. Tasks include:

##### **TASK C1: Project Management**

- Provide a single point person to oversee project
- Ensure alignment with overall project timeline
- Develop schedule with key milestones and work with District staff to track milestones
- Provide monthly status updates
- Manage costs of time and materials to remain within budget
- Proactively identify and communicate challenges
- Coordinate quality control of work and deliverables
- **Ensure common “look and feel” of Centennial-related deliverables consistent with EBMUD branding by working collaboratively with stakeholders and other vendors (if applicable)**

##### **TASK C2: Pre-Production**

- Participate in meeting with EBMUD to review goals, vision, assets, content sources
- Collect feedback from stakeholders to develop a design brief
- Consult with District Project Manager and stakeholders to discuss report concept and analyze content and photo and video needs, including the need for additional photography
- Develop report outline with detailed chapter outlines to provide to EBMUD for review by July/August 2022

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### **TASK C3: Storyline and Writing**

- Provide creative direction that incorporates the District's Centennial-themes (provided by District Project Manager) throughout the report and engages the targeted audience
- Conduct thorough research to develop a comprehensive, yet synthesized narrative retold for today's audience
- Compile and review all existing sources, including the historical book, "Its Name Was MUD," the 75th anniversary video, annual reports, oral histories, and conduct subject matter expert interviews
- Revise and edit content based on EBMUD feedback

### **TASK C4: Production, Creative Design and Development**

- Execute creative designs and concepts and incorporate stakeholder feedback throughout the design/review process
  - Design of report: Provide five thematic design concepts 60 working days after contract award for review and selection of steering committee and before proceeding. Revise based on District feedback.
  - Ensure the design is compatible using the online service Flipsnack, to convert the report into a digital flipbook. The selected bidder will be granted access to a Flipsnack account to convert the report.
  - Provide the complete flip book images and native format design source files to the EBMUD Graphics Team when the report and flip book are completed.

### **TASK C5: Final Product and Post-Production**

- Obtain approval and sign off on the final report from EBMUD
- Designer/firm to be available for consultation for up to (18) months to respond to questions regarding content, photos, and videos

EBMUD will retain copyrights to all assets created by the designer and/or firm as part of this scope of service.

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## **EXHIBIT D**

### **SPECIFICATION IV – CENTENNIAL MARKETING CAMPAIGN AND SOCIAL MEDIA PLAN**

# **EXHIBIT D**

## **REQUEST FOR PROPOSAL**

### **SPECIFICATION IV**

#### **CENTENNIAL MARKETING CAMPAIGN AND SOCIAL MEDIA PLAN**

#### **4.1 PROJECT OVERVIEW**

EBMUD celebrates 100 years of high quality and reliable water service to our East Bay community on May 22, 2023. EBMUD seeks to commemorate more than a single day; we want to recognize the significance of this anniversary – a long-term commitment to our community and our readiness for the next 100 years. EBMUD is seeking to launch a year-long Centennial marketing campaign that allows us to tell our story in ways we haven't before, connect with our diverse community, and provide meaningful connections with customers.

EBMUD is seeking proposals from marketing and communications firms to execute a comprehensive, research-based centennial marketing campaign that includes creative design for advertisements and collateral material, media planning, and coordinating a social media campaign to raise awareness of the 100th Anniversary and its related campaign themes through strategic creative assets and cost-effective advertising.

##### **4.1.A Goals/Objectives**

EBMUD is seeking a creative, refreshing, and compelling centennial marketing and social media campaign that will be carried out throughout the year from January to December 2023. The main campaign objective is to educate the public on the following themes:

- **WHY WE DO WHAT WE DO:** We are dedicated to our diverse community, public health, and the environment.
- **WHAT WE DO:** We protect public health and natural resources and provide high-quality water and wastewater services to the community.
- **HOW WE DO IT:** We invest in our employees, infrastructure, and our community with innovative solutions.

For many years, the District has conducted public perception surveys to understand District residents' perception of the District, knowledge of our work, and how providing information about our efforts can increase support for District initiatives such as infrastructure investments to address aging facilities and systems, earthquakes risks, and climate change.

Findings from the District's most recent 2019 opinion survey showed areas of improvement regarding raising general awareness of EBMUD and its initiatives and found that providing information about the District's strengths (safe, reliable and good tasting water) and explaining EBMUD's proactive efforts to update the water and wastewater system for the future can help customers see how EBMUD uses rate dollars effectively.

Our centennial anniversary is an opportunity to reinforce our core mission and elevate our established key messages while recognizing this momentous milestone for EBMUD and the community.

#### 4.1.B Audience

In addition to reaching the general public as part of this campaign, the District seeks to develop messaging and concepts that resonate with our diverse communities.

#### 4.2 REQUIREMENTS

##### 4.2.1 Deliverables

###### Centennial Marketing Campaign Plan

- A **Creative Brief**
- A **Media Buy Strategy and Placement Report**, including the estimated cost per placement
- A minimum of **three (3) Creative Concepts** to be refined

The firm will provide regular progress updates with success metrics and a **Final Marketing Campaign Report** detailing the performance of media channels (e.g., number of impressions, click-through rates).

###### Centennial Social Media Campaign Plan

- A **Creative Brief**
- A detailed **Social Media Campaign Plan** to generate buzz about the District's Centennial
- A minimum of **three (3) Creative Concepts** to be refined

The firm will provide regular progress updates with success metrics and a **Final Social Media Campaign Report** detailing the performance of media channels (e.g., number of impressions, click-through rates).

All final District-approved products and art files will be delivered to appropriate program staff. EBMUD will retain copyrights to the developed marketing collateral in their entirety.

##### 4.2.2 Schedule

###### Centennial Marketing Campaign Plan

Work is expected to begin as soon as the selected firm enters a contract with EBMUD. A completed Marketing Campaign Plan will be completed by **November 2022**. Implementation of the Centennial Marketing Campaign will take place at various intervals from January 2023 to December 2023.

###### Centennial Social Media Campaign Plan

Work is expected to begin as soon as the selected firm enters a contract with EBMUD. A completed Social Media Campaign Plan will be completed by **November 2022**. Implementation of the Centennial Social Media Campaign Plan will take place at various intervals from January 2023 to December 2023.

This timeline above reflects the best estimates at the time of this RFP release and will be finalized in the contract agreement.

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#### 4.2.3 Scope of Services

##### Centennial Marketing Campaign Plan

The firm will conceive, design, and produce an advertising campaign that uses Centennial messaging to raise awareness and inform the public about the District's work and its role in the community. The campaign will be carried out in three phases: planning, content development, and implementation. In the planning phase, the firm will develop the creative brief and the media buy strategy and placement report, which will include the estimated cost per placement. The District will then determine which media placements to pursue based on these reports and the District's budget. In the content development phase, the firm will develop a minimum of three media-neutral creative concepts for the District to select from and will then refine and finalize the concepts. Concepts may include radio ads, magazine ads, commercials, social media posts, etc. Once the concepts are approved by the District, the firm will move on to implementation of the campaign plan, including production, media buy, and media placement.

##### **TASK D1: Project Management**

- Provide a single point person to oversee project
- Working with the District Project Manager, organize kick-off meeting with project team to discuss project goals
- Ensure alignment with overall project timeline
- Develop schedule with key milestones and work with District staff to track milestones
- Provide routine status updates
- Manage cost of time and materials to remain within budget
- Proactively identify and communicate challenges
- Coordinate quality control of work and deliverables
- Deliver all final District-approved products, source files, and final art files to District Project Manager, who will distribute file with the appropriate District staff. EBMUD will retain copyrights to the developed collateral in their entirety.
- **Ensure common "look and feel" of Centennial-related deliverables consistent with EBMUD branding by coordinating and working collaboratively with stakeholders and other vendors (if applicable)**

##### **TASK D2: Creative Brief**

The firm will research and prepare a written report outlining the following elements:

- **Timeline:** Detail campaign timelines with major milestones
- **Background:** Outline the background and why the campaign is being conducted
- **Target audience:** Identify the target audiences, perceptions about the District, and any sensitive issues to avoid
- **Objectives:** Identify campaign goals, targets, action items, and success metrics
- **Single message:** List the key message to convey to the audience and the single takeaway the audience should remember, including the call to action

- **Mandatory elements:** Mandatory elements that need to be in the ads, such as logo, web address, and phone number. Mandatory elements can vary depending on media vehicle
- **Deliverables:** Outline what is to be used to give the audience the message and what is the best way or place to reach this audience, including audience segments (e.g., seniors, underrepresented communities, immigrant populations, and various ethnic groups, etc.)
- **Multi-lingual components:** describe how the creative concepts will be adapted into Spanish and Chinese components

### **TASK D3: Media Buy Strategy and Placements Report**

The firm must prepare a written report describing the media buy strategy, including recommended media and ethnic media outlets, selection rationale, and audience delivery that clearly describe the goals, objectives, and estimated costs per placement. The firm will prioritize media placement recommendations to consider the maximum benefit while considering cost effectiveness.

The firm will consider whether the following media outlets are appropriate to achieve the campaign's goals:

- Online (including web banner ads and other online ad vehicles such as social media channels, Pandora, or other in-app ad)
- Local network television
- Ethnic network television
- Cable television
- Radio (general and ethnic market)
- Cinema advertising
- Event sponsorships and participation
- Billboards and other signage
- Bus and bus shelters
- Direct mail pieces
- Mall and food court posters
- Newspapers of general circulation
- Community newspapers
- Ethnic newspapers and magazines

Public information and community affairs activities, including press releases, press kits, press events, public presentations and direct outreach to individuals and groups will be handled in-house and are outside the scope of this RFP.

### **TASK D4: Creative Concepts**

- Based on the creative brief, the firm will develop a minimum of three preliminary creative concepts and refine creative concepts based on District feedback. Please consider plan for translations (Spanish and Chinese).

### **TASK D5: Cost Assessment for Implementation**

The firm will outline detailed costs for implementing the recommended media buy strategy and placements. After the District's review and approval, the firm may place ads on individual media



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vehicles under the District's direction. To ensure cost effectiveness, the District will decide the level of service for media buying/placement and may pay for ads directly.

- Provide the draft media strategy report to the District for review and comment
- After receiving the District's comments, the firm will finalize the report and issue a media authorization form for the District's signature. The firm will not place any media on the District's behalf until the authorization has been signed by the District and a copy of the signed authorization has been received by the firm
- Monitor and manage the media buy budget and notify the District immediately of any placement changes varying from approved media strategy

#### **Centennial Social Media Campaign Plan**

The Centennial social media campaign will raise awareness and inform the public about the District's work and its role in the community. The firm will provide a comprehensive social media marketing strategy and develop a compelling and catchy social marketing campaign using video, infographics, and other social media assets. Tasks include:

#### **TASK E1: Project Management**

- Provide a single point person to oversee project
- With District Project Manager, organize and lead project kick-off meeting with District staff to discuss project goals
- Participate in Centennial campaign meetings with District Project Manager and appropriate staff throughout the agreement period and hold conference calls as needed to discuss project status, coordinate tasks, and resolve any issues
- Ensure alignment with overall project timeline
- Develop schedule with key milestones and work with District staff track milestone
- Provide routine status updates
- Manage cost of time and materials to remain within budget
- Proactively identify and communicate challenges
- Coordinate quality control of work and deliverables
- Deliver all final District-approved products, source files, and final art files to District Project Manager, who will distribute and file with the appropriate District staff. EBMUD will retain copyrights to the developed collateral in their entirety.
- **Ensure common "look and feel" of Centennial-related deliverables consistent with EBMUD branding by coordinating and working collaboratively with stakeholders and other vendors (if applicable)**

#### **Task E2: Research and Data Gathering**

The selected firm will perform research to identify audience characteristics, their communication habits in social media, and the issues they care most about.

- Collect feedback to inform the social marketing plan
- Evaluate the District's existing social media and research target audience groups and their preferred communication styles, habits, and issues of importance to develop a creative brief

that outlines the social marketing campaign strategy, including recommended content and the best methods for posting to Facebook, Twitter, Instagram, LinkedIn, Nextdoor, and other channels

- Extract findings from the Creative Brief (from Task D2) focused on social media to develop the social media marketing plan and concepts

### **TASK E3: Creative Brief**

Prepare a written Creative Brief specific to social, outlining the following elements (see Task D2 for details requested under each heading):

- Timeline
- Background
- Target audience
- Objectives
- Single message
- Mandatory elements
- Deliverables
- Multi-lingual components
- Timeline

### **TASK E4: Creative Concepts**

Based on the creative brief, the firm will develop a minimum of three preliminary creative concepts and refine creative concepts based on District feedback. Consider plan for translations (Spanish and Chinese).

### **TASK E4: Campaign Production**

Develop and produce a social marketing and media campaign that fosters the target audience's understanding of EBMUD's initiatives and encourages them to take action, such as attending a free public tour.

- Develop the social marketing plan and editorial calendar for Facebook, Twitter, Instagram, YouTube, LinkedIn, Nextdoor and other social media outlets as needed. Include a detailed budget that outlines creative agency costs and hard costs (e.g., subcontractors, vendors, ad buys) as part of the campaign
- Develop messages, graphics, video, photos, infographics, memes, and other visual assets or strategies, such as contests, for social media use
- Produce a suite of social media assets such as short video(s), infographics, graphics, memes, messages, photos, and other assets. Develop strategies, such as contests, for social media use
- Produce culturally sensitive digital/social media content for use in Spanish and Chinese
- Track campaign and social media engagement through analytics and metric reports
- Submit to the District a report summarizing success of the campaign at various intervals to assess campaign effectiveness, costs, and value added. Include recommended changes to the campaign

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- Deliver all final District-approved products, source files, and final art files to the Project Manager for distribution to the appropriate District staff

EBMUD will retain copyrights to all assets created by the designer and/or firm as part of this scope of service.

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