

REQUEST FOR PROPOSAL (RFP)

for Printing and Mailing Services, RFP No. CUS-0825

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Max Low, Customer Services Manager
(510) 287-0341
max.low@ebmud.com

RESPONSE DUE

October 31, 2025
4:00 p.m. PST

SUBMIT BY MAIL TO

RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)	RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to:	RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only)
<p><i>Max Low</i> EBMUD– Customer Services Support Division Printing and Mailing Services, RFP No. CUS 0825 1010 Franklin Street Oakland, CA 94607</p>	<p><i>Max Low</i> EBMUD– Customer Services Support Division Printing and Mailing Services, RFP No. CUS 0825 P.O. Box 24055 Oakland, CA 94623</p>	<p><i>Max Low</i> EBMUD– Customer Services Support Division Printing and Mailing Services, RFP No. CUS 0825 Purchasing Office 375-11TH Street, 1ST Floor Oakland, CA 94607</p>

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Printing and Mailing Services, RFP No. CUS-0825

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES / REPORTS

II. CALENDAR OF EVENTS

- A. PROPOSAL CONFERENCE

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. NOTICE OF INTENT TO AWARD AND PROTESTS
- D. WARRANTY
- E. INVOICING

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM
PUBLIC RECORDS ACT REQUESTS

EXHIBIT F – CONTRACT EQUITY FORMS

EXHIBIT G – ENVELOPE DETAILS AND DIMENSIONS

EXHIBIT H – BILL STOCK, FORM DETAILS, AND DIMENSIONS

EXHIBIT I – BILL, CORRESPONDENCE, AND INSERT SAMPLES

EXHIBIT J – LARGE MAILING SAMPLES

EXHIBIT K – DISTRICT OBSERVED HOLIDAYS (As of July 2025)

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe outsource production of bill statements and letters, postal mailing services, electronic document storage, and electronic document retrieval services.

East Bay Municipal Utility District (District) intends to award a 3-year contract (with 2 options to renew for one-year terms) to the Proposer(s) who best meets the District's requirements.

The District provides water and wastewater services within its service boundaries. The District generates a significant amount of customer communications each year, including approximately 1.4 to 1.7 million printed bills (approx. 6,500 per weekday) and 530,000 letters (approx. 44,166 per month). These bills and letters are produced through the District's Customer Watch CIS application, a legacy client-based system maintained in-house.

The District requires services that are fully compatible with and accept the output of its existing Customer Watch CIS system, without requiring upgrades or modifications to that system. These services include processing all District-generated customer bills and letters using the District existing templates. The District currently holds a USPS First-Class presort permit.

The District's goal is to obtain services that improve efficiency, reduce costs, ensure scalability, and maintain high standards for accuracy and quality, with the potential for expanded services as future needs arise. The awarded vendor must also meet all operational, technical, and quality expectations outlined in this RFP.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing data processing, printing, and mailing services for at least five (5) years.
- b. Proposer shall be an authorized full-service print and mailing provider, possess current Full-Service Certification (FSC) from the United States Postal Service (USPS) and relevant certifications related to printing, packaging, and/or ISO standards for print manufacturing or service providers.

- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- d. Proposer shall submit Attachment C – Rates and Charges, completed in full, as part of its proposal.
- e. Proposer shall submit a current SOC 2, Type 2 report (or equivalent) with its proposal.
- f. Experience & References
 - (1) The Proposer shall demonstrate that it currently supports at least three (3) current billing clients.
 - (2) The Proposer shall provide its client retention rate over the past five (5) years.
 - (3) Proposer shall provide three (3) to five (5) client references, preferably from public agencies, including contact information.

c. SPECIFIC REQUIREMENTS

1. Project Management

- a. The Proposer shall designate a project manager to oversee the full scope of work from project inception to closure. The project manager shall serve as the primary point of contact with the District and be responsible for coordinating all activities to ensure timely communication, compliance with project schedules, and adherence to technical specifications.
 - (1) Assigning a dedicated project manager responsible for leading the project and ensuring delivery of all tasks according to the approved plan.
 - (2) Develop a detailed project plan that includes timelines, milestones, resource allocation, and communication strategies.
 - (3) Provide weekly status updates during all project implementations.
 - (4) Maintaining clear documentation of progress, risks, and resolutions throughout the project lifecycle.

2. File Transfer and Data Processing

- a. Proposer will provide and maintain a secure site and reliable system for all data exchanges and document processing related to billing and letter notifications.
 - (1) Secure Transmission Protocols:
 - (a) All data files (including PDFs of bills and letters) must be transmitted via secure protocols, such as HTTPS or SFTP with

PGP encryption to be used for all communication between the District and CONTRACTOR systems. The secure transmission system must provide 24/7 access.

- (2) Information Security Program Requirements:
 - (a) Must implement and maintain a robust IT Security Program aligned with at least one recognized industry framework, such as:
 - 1. NIST 800-59 (National Institute of Standards and Technology)
 - 2. CIS-18
 - 3. ISO 27001
 - (b) Must have information security policies, controls, and practices that cover at least the following listed areas.
 - 1. Access control and identity management
 - 2. Data encryption at rest and in transit
 - 3. System monitoring and incident response
 - 4. Regular patching and vulnerability management
- (3) Cybersecurity Audit and Certification:
 - (a) The Proposer shall undergo an annual third-party audit by a qualified, independent assessor.
 - (b) The Proposer shall maintain a current SOC 2, Type 2 report (or equivalent) throughout the term of the contract and provide updated reports on an annual basis.
- b. The Proposer's solution shall be capable of reading and processing District's PDF files containing pre-formatted text, numbers, and OMR marks in accordance with the Intelligent Mailing Systems 1200 G3 OMR specifications. No QR codes are included in the District's files.
- c. The Proposer will provide a system that supports billing and letter formats as designed by the District (sample documents are attached in Exhibit H and I).
- d. Proposer shall be capable of detecting duplicate file transmissions submitted by the District prior to processing. In addition, the system shall provide alerts in the event of a file transmission failure-regardless of the cause – and enable the District to retransmit the file without processing interruption.
- e. Proposer will have the ability to provide a secure (HTTPS with username and password authentication) web-based interface for the District to:

- (1) Track the status of job types through the production process.
- (2) View reports
- (3) Manage inserts
- (4) View and approve certain bills online before they are printed and mailed
- (5) Manage ad hoc messages displayed on job output

3. Print and Mailing Requirements

The Proposer shall furnish all bill stock, correspondence materials, and envelopes required for printing, mailing, and correspondence in compliance with the specifications listed below. The Proposer may utilize either pre-printed stock or a system capable of producing all required elements directly on standard print media, provided that the output meets the District's quality, format, and color standards. Materials must meet quality, format, and color standards to ensure reliable OCR scanning, print clarity, and efficient processing. Where specified, all paper and printing materials shall conform to the District's standards for recycled content and environmental sustainability. Sample documents and provided in Exhibits G, H, I, and J.

a. Printing Requirements

- (1) Bill statements shall be printed duplex (double-sided) at a minimum resolution of 600 x 600 dpi on 8.5" x 11", 24lb white bond paper or with a minimum 600 x 600 dpi on white 8.5" x 11", 24lb or 60lb Offset bond paper with sufficient brightness to maintain high contrast for OCR compatibility.
- (2) Bill stock and correspondence forms must incorporate the District's two-color logo and, where applicable, additional multi-color design elements. The District will continue to use its existing templates. Artwork and formatting updates, made by the District will be provided as updated files for the Proposer to process without District system changes.

b. Bill Stock & Correspondence Form Types

- (1) Item 1 (C-013A) Bill Stock Form
 - (a) 4/4 (Full Color CMYK on both sides)
- (2) Item 2 (C-123) Correspondence Form – Without Perforation
 - (a) 3/1: Black plus 2 colors on front; black or grayscale on back
 - (b) 2/1: Black plus 1 color on front; black or grayscale on back
- (3) Item 3 (C-126) Correspondence Form – With Perforation
 - (a) 3/1: Black plus 2 colors on front; black or grayscale on back

- (b) 1/1: Black or grayscale on one or both sides
- (4) Item 4 (C-006) Correspondence Form – Pink Background
 - (a) 4/1: Full color front; black or grayscale back
- c. Color Standards Compliance

All color applications, including logo and design elements, must conform to the District’s established color standards and match samples provided in Exhibit H.
- d. Envelope Requirements

The proposer shall supply, print, and deliver envelopes that meet the specifications below. All envelopes must be constructed to support high-speed insertion and processing and comply with postal scanner readability and environmental requirements.

 - (1) General Requirements for All Envelope Types
 - (a) Printed In-Line with up to three (3) PMS spot colors
 - (b) Glassine recyclable window patches, wrinkle-free and securely gummed close to the leading edge (minimum 1/16”)
 - (c) Seams gummed within 1/8” of top edge
 - (d) District return address and logo printed on the front or back (as specified)
 - (e) Must comply with justified print variance no greater than 1/16”
 - (f) Printed on 24lb white recycled wove paper
 - (g) See Exhibit G for layout drawings, flap specs, and placement dimensions
- e. Envelope items
 - (1) ITEM 1 (Z-073)* – 4” x 9-1/2” open side window envelope
 - a. Two-color District logo on front with return address
 - b. Full color printing and back, including under flap
 - c. Back flap cut and flap glue details per Exhibit G
 - d. “Web design” with 1-18” x 4-18” window, properly aligned
 - (2) Item 2 (Z-62) – 3-3/4” x 8-7/8”, open side, with security tint
 - a. Inside gray PMS 425 reversed logo tint, must be blanked behind barcode area
 - b. Printed front and back, with District logo on back flap
 - c. Designed for high-speed payment processing
 - (3) Item 3 (Z-072) – Same as Z-073, but with additional red text

- a. "Return Service Requested" printed below the return address on the front
- (4) Item 4 (Z-090) – Same as Z-073. but with additional red text
 - a. "Urgent Call us today to avoid impact to your water service" to the right of the window
 - b. Alternative message on back flap
- f. Color Standards Compliance:

All color applications, including logo and design elements, must conform to the District's established color standards and match samples provided in Exhibit G.
- g. Proposer will print District's bills and letters with coupons that, along with the envelope and inserts, weigh one ounce or less on perforated forms that Z-fold to fit into Z-073 and Z-072 (#10 envelope) single window envelopes (perforation at the bottom third for remittance portion of statement).
- h. Proposer must print the first page the District double page bills on a perforated form (perforated at the bottom third for remittance portion of statement) and the remaining page on white 8.5" x 11", 24lb. paper. Double page bills are mailed in a #10 envelope with the District return address, mail permit and District logo, and include Z-062 (#9 envelope) single window return envelope. The Z-062 envelopes shall not include return postage. Only the first page of the bill has a "back of the bill image". All subsequent pages will contain only account specific information on the front.
- i. The Proposer shall ensure compatibility with the District's lockbox processing service. This includes printing the remittance stub according to District specifications and inserting a Z-062 return envelope, when applicable. Both the stub and envelope must be formatted to align with Lockbox barcode and payment processing requirements. The Z-062 envelope must include security tinting and be blank behind the barcode area, per Exhibit G.
 - (1) Testing may be required to validate the statement paper stock and the Z-062 meet all specifications and are accepted by the District's lockbox provider prior to production.
- j. If the Lockbox provider requires any changes that affect the position of the barcode on the pay stub, the envelope or related formatting, those requirements will be communicated through the District. The Proposer shall coordinate with the District and its lockbox provider to validate

compatibility. The Proposer shall not independently modify District generated files or barcode placement. All changes must be authorized by the District and provided as updated specifications or templates. The Proposer shall furnish and warehouse all forms and envelopes used to produce bills, letters, inserts at primary and secondary locations. All warehouse facilities must be temperature-controlled to preserve material integrity and print quality. Inserts are currently printed for the District by other suppliers.

- k. Proposer must have the capability to provide printing services for newsletters and other inserts in-house.
- l. The Proposer shall furnish all forms and envelopes and must have the ability to print and prepare materials at the time they are mailed. To ensure continuity of operations during emergencies or service disruptions, the proposer must maintain equivalent printing and production capabilities at both the primary and secondary locations, using the same or functionally compatible equipment, software, and quality standards.
- m. The Proposer with a Hybrid Approach with Flexibility and Continuity- Proposer shall furnish all forms and envelopes used to produce bills and letters and must either by printing the same day or housing material in climate-controlled warehouse.
 - (1) Warehouse these materials at a temperature-controlled facility at both primary and designated secondary off-site locations, or
 - (2) Print and prepare materials on demand at the time of mailing, using a just-in-time production process.

In either scenario, the Proposer must ensure that the same or functionally equivalent equipment, software, and production capabilities are available at both the primary and secondary locations. This is to maintain consistent print quality, material standards, and business continuity in the event of service disruptions or emergency.

- n. Proposer must have the ability to use intelligent inserting to:
 - (1) Use Optical Mark Recognition (OMR) control marks contain in the PDF files to automatically exclude a return envelope for certain customers, such as EBPP customers on one-time or ongoing basis, and to insert Agency inserts as directed. OMR marks must remain intact and unaltered within the PDF file and must be preserved throughout the print and inserting process to ensure reliable machine readability and correct mailing. Insert inserts with mailed

billing documents to data-defined recipients, with the number of inserts limited in order to maintain one-ounce postage rates.

- (2) Combine printed documents with the same name and mailing address into the minimum number of envelopes possible while maintaining one-ounce postage rates.
 - a. Note: If remittance coupons include a Lockbox barcode, the proposer's solution must ensure barcode quality and readability are preserved from the PDF through final print output.

4. Archiving and Retrieval Requirements

The Proposer shall provide including, but not limited to, the following task:

- a. Archive all document images produced as PDF files, in accordance with either the District's archival standards or the Proposer's archival standards – whichever is more stringent. Files must be available for retrieval on the same day that PDF files are generated.
- b. The Proposer will maintain and make available electronic bill and letter documents, including historical data, for retention period up to 36 months in accordance with archival and retrieval requirements. Purge all documents more than 36 months old each July 1st.
- c. Provide web-based services to:
 - (1) Provide a list of available employee-specific documents that were created within the last 24 months for retrieval.
 - (2) Provide a list of all documents available for a specific inquiry by Senior Messenger Mail Clerk or Customer Services Supervisor. Ability to retrieve a specific document.
 - (3) Provide artwork for new envelope or bill statement designs.
- d. In compliance with the State of California Imaging Technology. Records, Documents, and Recordkeeping Requirements.
<https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation>

5. USPS Presort and Mail Handling Requirements

The Proposer shall provide including, but not limited to, the following tasks:

- a. Use U.S. Postal Service (USPS) approved software for "Coding Accuracy Support System" (CASS) and "Presort Accuracy Validation & Evaluation" (PAVE) certification.

- b. Provide address correction and validation services, including National Change of Address (NCOALink®) or ACS™ (Address Change Service) for updates, address scrubbing, and proofing capabilities. And hold required license through a licensed provider.
- c. Print, insert, meter, and deliver completed bills and letters to the USPS facility within 24 hours of receiving the District's data file.
- d. Ensure mail trays contain only District materials (no intermingling with other client mail).
- e. Optimize mail delivery for the lowest available USPS discount rates.
- f. Provide monthly postage reconciliation using one of the following methods, as approved by the District:
 - (1) Invoice the District at actual USPS cost, with detailed reporting on mail categories (e.g., regular bills, large bills, pamphlets, and letters), or
 - (2) Use a postage account established and funded by the District, with full documentation of postage usage and mail volumes.

6. Reporting Requirements

The Proposer shall provide including, but not limited to, the following tasks:

- a. Provide, through a secure HTTPS with username and password authentication) web-based interface with export and download capabilities, the following reports on a daily basis:
 - (1) Provide forwarding and corrected addresses with:
 - a. Customer Name
 - b. Utility Account Number
 - c. Previous Address
 - d. New Address
 - (2) Provide undeliverable mailing addresses with:
 - a. Customer Name
 - b. Utility Account Number
 - c. Undeliverable Address
 - (3) Provide postage summary
 - (4) Provide bundled (mailing) summary
 - (5) Provide count of:
 - a. Bills documents created
 - b. Intercept bill documents created

- c. Letters created by letter type
- d. Regular bills printed
- e. 2-page bills printed
- f. Letters printed by letter type

7. Test Environment and Workflow Validation

The Proposer shall provide, including but not limited to, the following task during initial system setup and whenever the District introduces a new or revised document, insert or envelope:

- a. Workflow Validation
 - (1) Validate that the District's PDF files integrate properly into the vendor's workflow for printing, insertion and mailing. (See Exhibit G, H, I, and J for documents and envelope details.)
- b. Automated Test Environment
 - (1) Provide a non-production (test) environment that:
 - a. Securely receives PDF files from the District (encrypted in transit and at rest).
 - b. Processes PDFs without alteration, including embedded Intelligent Mail barcodes (IMb) and OMR marks.
 - c. Simulates insertion logic and presort preparation based on the provided files and job specifications.
 - d. Produces test output artifacts (e.g., sample print proofs, inserter logs, tray/tag samples, eDoc/postage statement samples) for District review and approval.
- c. Provide archive services for PDF versions of all test and production documents processed.

8. Document Template Additions and Changes

The Proposer shall provide including, but not limited to, the following task:

- a. Provide capability to implement routine and emergency changes to bill and letter document templates and to implement new bill or letter document templates.
- b. Provide testing of document design changes and new documents in a separate off-line environment.
- c. Provide capability to implement routine changes to message on back of envelope(s) templates and to implement new envelope(s) templates.

9. Customer Services Requirements

The Proposer shall provide including, but not limited to, the following task:

- a. Provide unlimited customer support for the District during the hours of Monday through Friday 5:30 am - 4:00 pm, Pacific Time. Telephone calls must be answered within 5 minutes. Email inquiries must be answered within 24 hours.
- b. Provide procedures for after-hours support for the District. Calls must be returned within 2 hours of being placed.
- c. Proposer shall provide the trouble management process including problem reporting, assignment, escalation, and resolution.
- d. Shall observe District holidays (see Exhibit K).
- e. Provide at least one dedicated point of contact to address District issues and requirements after the testing phase is complete.

10. Operational and Security Requirements

The Proposer shall demonstrate operational capacity and reliability to meet the full scope of the District's print and mailing needs. Requirements include, but are not limited to, the following: shall:

- a. Be a full-service supplier that prints, inserts, and mails documents at one facility, preferably located in the state of California. All work shall be performed at a location that provides security and supervision from start to finish, including a well-defined quality assurance program. The Quality Assurance program shall describe the strategy and controls currently employed to ensure consistency to deliver products and services that meets the requirements of this agreement.
- b. Have a predominant business function that is imaging/printing and/or complete mailing services with preference given to Proposals able to provide: design, printing, reporting, postal compliant mailing services, document archiving, and document retrieval in a complete service solution.
- c. Printing must be equivalent to laser imaging quality, and it must be high-speed.
- d. Have a written disaster recovery program in place for the District's review that ensures uninterrupted service to the District. The disaster recovery plan should include a variety of elements, such as offsite production facility, goals, communication plans, and recovery procedures.
- e. Store all envelopes and stationery in climate-controlled conditions, if not printed at time of mailing.
- f. Maintain internal controls to safeguard the District's customer data and not compromise, sell, share, or otherwise disclose customer data.
- g. Provide a single point of contact to work with the District personnel during the initial setup and testing phase, during routine bill printing cycles, to coordinate inserts, and to coordinate document additions or design changes.

- h. Delivery services in accordance with the service level agreement (SLA).
- i. Provide production and processing capabilities that include:
 - (1) Printing bills using specified paper stock and envelope types;
 - (2) Supporting intelligent/selective inserting and suppression based on customer or file parameters;
 - (3) Accepting and processing existing District file formats without requiring modification;
 - (4) Supporting variable data printing, including black, spot color, and full CMYK.
- j. Compliance Security
 - (1) Comply with Red Flag Rules (FACTA) and maintain SOC 1 or SOC 2 audit compliance.
 - (2) Maintain documented information security and disaster recovery policies.
 - (3) Use secure, redundant, cloud-based backup systems in geographically separated data centers.
 - (4) Permit periodic site visits by District personnel.
- k. USPS Presort & Mail Handling
 - (1) The proposer shall participate in USPS Seamless Acceptance and deliver mail to either a Business Mail Entry Unit (BMEU) or a Detached Mail Unit (DMU). Participate in USPS Seamless Acceptance to deliver to a USPS Business Mail Entry Unit (BMEU) or a Detached Mail Unit (DMU) in which USPS office is located on-site at Proposer's facility to accept mail directly at the point of production, verify mail for Full Service Intelligent Mail compliance and Expedite entry into the mail stream, eliminating the need to transport mail to a BMEU.
 - (2) Apply full-service Intelligent Mail Barcodes (IMb) and pass through USPS discounts.

11. Customer Service Expectations

- a. The Proposer will provide unlimited customer support during Mailroom hours: Monday–Friday, 5:30 AM – 4:00 PM Pacific Time (excluding District Observed Holidays as listed in Exhibit K).
- b. The Proposer will include a list of their observed company holidays. Any planned closures that differ from District holidays must be pre-approved by the District.
- c. The Proposer will support urgent service requests such as cancelling file uploads or pulling documents pre-mailing.

12. Support Regulatory & Contractual Compliance

- a. Comply with all contract terms including insurance, indemnification, and prevailing wage requirements, and shall perform services in accordance with the pricing structure established in Attachment C – Rates and Charges.
- b. Disclose any actual or potential conflicts of interest.

D. DELIVERABLES / REPORTS

1. Daily Deliverables

- a. Print and mail bills with next-business day turnaround.
- b. Print and mail correspondences (notices) with next-business day turnaround.
- c. Email confirmation of file receipt.
- d. Securely receive and process District-provided PDF files of bills (including OMR marks) and correspondences with same day turnaround. Files must be processed as provided by the District, without alteration to content, layout or embedded marks.
- e. Daily production reports, including:
 - (1) Bills and correspondences processed and mailed
 - (2) Suppression counts
 - (3) Insert usage
 - (4) Postage class and presort breakdown

2. Monthly Deliverables

- a. NCOA/ACS address update reports.
- b. Postage usage reports and invoices showing discounts applied, including presort.
- c. Inventory reports (if warehousing is included in the scope).

3. As-Needed Deliverables

- a. Searchable online access to archived bill images.
- b. USPS proof of delivery reports upon request.
- c. Outbound mail tracking data (IMb tracing).
- d. Pull or cancel mailings as requested.
- e. Accept artwork files for insert in formats, including PDF or Adobe InDesign.
- f. Print and mail large mailing, approximately 450,00 pieces and small mailings of less than 500 pieces within delivery window.

4. System & Integration Support

- a. Online vendor portal for job tracking, reporting, and file submission.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	September 24, 2025	
Proposal Conference	October 9, 2025 @ 10:30 A.M	at: EBMUD-Administration Building 1st Floor, Conference RM 178 375 11 th Street Oakland CA 94607 or: via MS Teams MS Teams Meeting ID: 291 278 238 544 1 Meeting Passcode: TG6Pp3y8
Addendum to Announce Pre-Approved Equivalents	October 21, 2025	
Response Due	October 31, 2025, by 4:00 p.m.	
Anticipated Contract Start Date	February 27, 2026	

Note: All dates are subject to change by District.

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

A. PROPOSAL CONFERENCE

Proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk/Proposal conference.

In order to be eligible to submit a Proposal on this RFP, a representative from the Proposer’s company **MUST** attend the mandatory Proposal Conference, either in person or via MS Teams, and must sign in (or be recorded as present) to confirm attendance. Proposals submitted by companies not represented at this meeting **WILL** be rejected.

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 level of effort.
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.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties 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. 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 level of effort, 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.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Technical Criteria:</p> <ol style="list-style-type: none"> 1. <u>System Design</u> - A comparison will be made of the proposed ability to securely accept, print, and mail data files will be evaluated, along with their capacity to integrate with existing District systems. Additional credit will be given for features of the proposed design that offer enhanced utility, ease of use, or ease of integration with the existing District’s Customer Information System (CIS), equipment or systems. <ol style="list-style-type: none"> a. Has the Proposer demonstrated the ability to securely accept, process, print, and mail data pdf files in a reliable and compliant manner? b. Can the Proposer’s solution function effectively without direct integration, by accepting data exports from existing District systems such as CIS, or other operational platform? c. Can the Proposer provide an inclusion of secure, cloud-based technologies that enhance automation, data accessibility, system scalability, and user experience. d. Are there any additional features that improve the overall workflow, or adaptability of the proposed solution beyond the base requirements? 2. <u>Software Design and Development</u> <ol style="list-style-type: none"> a. Proposals will be evaluated on the Proposer’s ability to present software solutions that securely handle and process District-provided pdf files, including those with OMR marks, as generated from the District’s Customer Information System (CIS) and existing workflows, without requiring changes to District systems. The proposal should demonstrate how the Proposer’s system design ensures data integrity, security and reliability in meeting the District’s requirements. Does the Proposer’s software demonstrate the ability to securely accept and process the District’s provided pdf files generated by the existing Customer Information System (CIS) and workflows, including PDF files with OMR marks, without requiring modifications to District systems? b. Does the Proposer’s system design endure data integrity, security, and reliability throughout file processing and mailing, while maintaining compliance with the District’s information security requirements? 3. <u>Life-Cycle Support</u> - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed solution for processing District-provided documents from Customer Watch system. The evaluation will consider: <ol style="list-style-type: none"> a. Resource Allocation for Operations - adequacy of vendor staffing, expertise, and time commitments to support ongoing document processing services and mailing.

- b. Ongoing Service Support – quality of customer services, issue resolution processes, and responsiveness in day-to-day operations.
 - c. Security and Compliance – adequacy of proposed methods for safeguarding personally identifiable information (PII), ensuring secure transfer, storage, and handling of the District’s pdf files.
 - d. Service Continuity and Reliability – ability to maintain consistent operations throughout the contract term, including backup/redundancy provisions and contingency planning.
 - e. Sustainability - capacity of the solution to remain viable and effective throughout the duration of the contract.
4. Risk Identification and Mitigation - An assessment will be made of the Proposer’s ability to anticipate and address risks that could disrupt services. The evaluation will consider:
- a. Has the Proposer clearly identified potential risks or obstacles — such as service interruptions, emergencies, or natural disasters — and addressed considerations like disaster recovery or alternate service locations?
 - b. Has the Proposer outlined effective strategies to mitigate or address the identified risks using their own resources and methods?
 - c. Has the Proposer provided a detailed contingency or Business Continuity Plan to ensure continuity of service during unexpected disruptions, without reliance on District programming or system modifications?
5. Quality Assurance and Control Measures - An assessment will be made of the Proposer’s quality assurance and control processes to ensure accuracy, consistency, and adherence to requirements. The evaluation will consider:
- a. Has the Proposer described clear processes for monitoring, evaluating, and controlling the quality of services or deliverables, independent of District system programming?
 - b. Has the Proposer explained how they will ensure that the final product or service meets all required specifications and quality standards?
6. Compliance with Requirements - An assessment will be made of the Proposer’s compliance with applicable standards and full adherence to the RFP requirements. The evaluation will consider:
- a. Has the Proposer identified applicable USPS compliance requirements (if mailing/distribution services are involved) and provided a clear plan for ensuring adherence to those requirements?
 - b. Has the Proposer demonstrated full alignment with all specifications, requirements, and instructions outlined in the RFP, including formatting, submission guidelines, and technical criteria, without imposing additional programming?
7. Ancillary Services - A comparison will be made between the Proposer’s ancillary services and the requirements outlined in this RFP, with emphasis on their ability to provide technical support such as file preparation, postage optimization, and mailing accuracy.

	<p>Credit will be given for value-added services that enhance performance or user experience, such as real-time tracking, quality control measures, and customer service responsiveness.</p> <ul style="list-style-type: none"> a. Has the Proposer demonstrated technical knowledge and readiness to support file preparation, postage optimization, and mailing accuracy as part of their ancillary services? <p>8. <u>Communication with Requirements</u> -</p> <ul style="list-style-type: none"> a. Has the Proposer outlined an effective plan for maintaining clear and timely communication with the District, including points of contact, escalation procedures, and coordination with external partners such as USPS?
<p>B.</p>	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer’s total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ul style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>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.</p>
<p>C.</p>	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the District’s required timeline. The plan must demonstrate:</p> <ul style="list-style-type: none"> 1. The ability to process District-provided data in PDF format, as-is, without requiring modification or programming by the District. 2. A clear schedule of activities, milestones, and deliverables to meet District deadlines. 3. Adequate provisions for the protection of personally identifiable information (PII), including secure data transfer, access, and storage throughout implementation.
<p>D.</p>	<p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
<p>E.</p>	<p>References (See Exhibit A – RFP Response Packet):</p> <p>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.</p>

<p>F.</p>	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
<p>G.</p>	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent risks and mitigation strategies related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District’s project timeline and can meet it?
<p>H.</p>	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District’s time schedule?
<p>I.</p>	<p>Contract Equity Program: 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 F-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

C. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

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

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

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

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

D. WARRANTY

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.

E. INVOICING

1. Following the Districts 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.

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: Max Low, Customer Services Manager

EBMUD: Customer Services Support Division

E-Mail: max.low@ebmud.com

PHONE: (510) 287-0341

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Max Low, Customer Services Manager

EBMUD: Customer Services Support Division

E-Mail: max.low@ebmud.com

PHONE: (510) 287-0341

B. SUBMITTAL OF RFP RESPONSE

1. Submit hardcopy proposals to:

RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)	RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to:	RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only)
<p><i>Max Low</i> EBMUD– Customer Services Support Division RFP Printing and Mailing Services, No. CUS-0825 375 11th Street Oakland, CA 94607</p>	<p><i>Max Low</i> EBMUD– Customer Services Support Division RFP Printing and Mailing Services, No. CUS-0825 P.O. Box 24055 Oakland, CA 94623</p>	<p><i>Max Low</i> EBMUD– Customer Services Support Division RFP Printing and Mailing Services, No. CUS-0825 Purchasing Office 375-11TH Street, 1st Floor Oakland, CA 94607</p>

2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.

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

c. RESPONSE FORMAT

1. Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, E, F, G, H, I, J, and K 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 – Printing and Mailing Services, No. CUS-0825

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

From: _____

(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - EXHIBIT A – RFP RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
 - EXHIBIT B – INSURANCE REQUIREMENTS
 - EXHIBIT C – GENERAL REQUIREMENTS
 - EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
 - EXHIBIT E – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS
 - EXHIBIT F – CONTRACT EQUITY FORMS
 - EXHIBIT G – ENVELOPE DETAILS AND DIMENSIONS
 - EXHIBIT H – BILL STOCK, FORM DETAILS, AND DIMENSIONS
 - EXHIBIT I – BILL, CORRESPONDENCE, AND INSERT SAMPLES
 - EXHIBIT J – LARGE MAILING SAMPLES
 - EXHIBIT K – DISTRICT OBSERVED HOLIDAYS (As of July 2025)

- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**

- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**

- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: 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: _____

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

YES NO

If so, please list :

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

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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.

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 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.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Price per unit (e.g., per item, per pound, etc.) shall correspond to each supply type listed below. Samples of each item are provided in Exhibits G, H, I, and J.

Description	Unit of Measure	Estimated Quantity (Annual)	Unit Cost	Extended Cost
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial	One-Time Fee	N/A	\$	\$
Professional Services Charges Professional services are limited to vendor-side configuration or security compliance. No programming changes to District systems will be accepted.	Per Hour	N/A	\$	\$
Statement Paper Stock with micro-perforation (C-013A)	Per Sheet	1,400,000	\$	\$
Statement Paper – 2 nd Page with no micro-perforation	Per Sheet	27,000	\$	\$
Correspondence Paper with micro-perforation (C-126)	Per Sheet	541,000	\$	\$
Correspondence Paper with no micro-perforation (C-123_X1a)	Per Sheet	10,000	\$	\$

Statement Warning Notice -Pink with micro-perforation. (C-006)	Per Sheet	27,000	\$	\$
Outgoing Envelope (Z-073)	Per Thousand	800,000	\$	\$
Outgoing Envelope (Z-072)	Per Thousand	800,000	\$	\$
Outgoing Envelope (Z-090)	Per Thousand	90,000	\$	\$
Return Envelope (Z-062)	Per Thousand	1,300,000	\$	\$
Inserts (8.5 x 11)	Per Piece	115,000	\$	\$
Inserts (3.5 x 8.5)	Per Piece	115,000	\$	\$
EBMUD's Newsletter (8.5 x 11)	Per Piece	245,000	\$	\$
Per Page Bill and Letter Service Fee Includes file transmission, data processing, presorting, duplex printing, mail preparation (folding, inserting the bill or letter page and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same rate (envelopes are priced separately in the materials section above).	Per Page		\$	\$
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x 12" envelope or a box	Per #10 Package Per Flat Envelope Per Box		\$	\$

Additional District-Directed Enclosers I Supplemental inserts (District-directed, in addition to normal inserts – includes marketing or agency-request enclosures)	Per Piece	As Directed	\$	\$
Move Update Service Fees NCOALink or ACS service.	Per Record Change		\$	\$
Archive Fee Images must be stored in PDF format for 36 months	Per Archived PDF		\$	\$
Archive fee for Electronic Inserts Cost to include image of the insert(s) in the archive PDF for 36 months	Per Insert		\$	\$
High Volume Mailings				
Large Mailing Processing mailings over 2,000 pieces and up to 50,000 pieces. Includes printing, addressing, inserting and mailing.	Per Mail Piece And Services		\$	\$
Large Mailing Processing mailings over 50,000 pieces and up to 500,000 pieces. Includes printing, addressing, inserting and mailing.	Per Mail Piece And Services		\$	\$
TOTAL COST				\$



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including 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 telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Equipment/System**: RFP response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
4. **Description of the Proposed Services**: RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the 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 to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed system and services shall include an **Acceptance Test Plan**. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to specifications and the timetables for the final system and services.
6. **Evidence of Qualification Testing:** RFP response provides evidence that the proposed system has successfully completed the qualification test standard requirements defined in this RFP. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
7. **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.
8. **References:**
 - (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.
9. **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.**

10. **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.



REFERENCES

RFP For - Printing and Mailing Services, RFP No. CUS-0825

Proposer Name: _____

Proposer must provide a minimum of 3 references.

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

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

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

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

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



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. 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.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. 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.

- R. 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 to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit

- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.
- C. If CONTRACTOR 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.
- D. 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 “E.”
- E. 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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

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

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. 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 and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- G. 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.”
- H. 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).
- I. 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.
- J. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed

operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- K. A severability of interest provision must apply for all the Additional Insureds, ensuring that 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

III. Business Auto Liability Insurance Coverage

- A. 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. Auto insurance with minimum coverage and limits as follows:
 - Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
 - Bodily Injury and Property Damage: \$2,000,000
- D. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles (“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).

- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. 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 contractor’s/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.
- G. 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.
- H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

IV. Cyber Liability Insurance 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: Cyber Liability Insurance with minimum limits as follows:

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

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

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

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

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

Verification of Cyber Liability Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

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

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

V. Technology Errors and Omissions Liability Insurance 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: Technology Errors and Omissions Liability Insurance with minimum limits as follows:
 - Each Claim or Occurrence Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000
- D. If Coverage is written on a claims-made form, the following shall apply:
 - 1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
 - 2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 - 3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting for a minimum of three (3) years after completion of the Services.
- E. Coverage shall include, but not be limited to the following:
 - 1. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;
 - 2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
 - 3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
 - 4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;

5. Liability arising from the failure to render professional services.

Verification of Technology Error & Omissions Liability Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

VI. Excess and/or Umbrella Liability Insurance Coverage (Optional)

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. 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. 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.
- D. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR’s Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.
 - 1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 - 2. There will be no exclusion for explosions, collapse, or underground damage (XCU).

3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
4. 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."
5. Independent Contractor's Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

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

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

EXHIBIT C

GENERAL REQUIREMENTS

EFFECTIVE: JUNE 9, 2021

SUPERSEDES: SEPTEMBER 1, 2020

CONTENTS

1. **DEFINITIONS**
2. **BOND**
3. **CONTRACTOR'S FINANCIAL OBLIGATION**
4. **SAMPLES OR SPECIMENS**
5. **MATERIAL AND WORKMANSHIP**
6. **DEFECTIVE WORK**
7. **WARRANTY**
8. **Not Used**
9. **SAFETY AND ACCIDENT PREVENTION**
10. **CHARACTER OF WORKFORCE**
11. **PREVAILING WAGES & DIR REGISTRATION**
12. **PAYROLL RECORDS & ELECTRONIC SUBMISSION**
13. **HOURS OF LABOR**
14. **EMPLOYMENT OF APPRENTICES**
15. **CHANGES**
16. **EFFECT OF EXTENSIONS OF TIME**
17. **DELAYS**
18. **TERMINATION**
19. **DAMAGES**
20. **ORDER OF PRECEDENCE**
21. **INDEMNIFICATION**
22. **PROHIBITION OF ASSIGNMENT**
23. **NEWS RELEASES**
24. **SEVERABILITY**
25. **COVENANT AGAINST GRATUITIES**
26. **RIGHTS AND REMEDIES OF THE DISTRICT**
27. **WAIVER OF RIGHTS**
28. **CONFIDENTIALITY**

1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **“Change Order”** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required

to properly fulfill the Contractor's obligations as required in the Contract Documents.

- i. **"Work Day"** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District's bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten- day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished, or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be

done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.

- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but

shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to preclude in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.

- f. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- g. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- h. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- i. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- j. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- k. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- l. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required

postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the

contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.

- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any

and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to

provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of

the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 3. A receiver is appointed to take charge of the Contractor's property.
 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.

9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
 - iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
 - iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
 - v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an

irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States (“Force Majeure”) , the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor’s Response Packet.

- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION

Contractor 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 Contractor'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.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. SEVERABILITY

Should any part of the Contract 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 the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

25. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

26. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

28. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District.

Contractor 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 Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



EXHIBIT D
IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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



EXHIBIT E INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit E for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit E may be released in response to a CA PRA request.

If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT E to the title and/or filename.

EXHIBIT F

CONTRACT EQUITY FORMS



EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

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

The East Bay Municipal Utility District **REQUIRES** the completion of this form when submitting any formal bid in response to a Notice to Contractors (NTC), Request for Statement of Qualifications (RSOQ), Request for Quotation (RFQ), or Request for Proposal (RFP) for materials, equipment, construction or professional or general services. Bidder/Proposer who fails to complete all applicable sections of this form may be denied contracts with the District.

Note: If you have difficulty completing this form or need clarification of the instructions, contact the Contract Equity Office at 510-287-0114.

SECTION A

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

A1. TYPE OF ORGANIZATION

<input type="checkbox"/> INDIVIDUAL	NAME OF OWNER:	
<input type="checkbox"/> NONPROFIT CORP.	<input type="checkbox"/> PUBLICLY HELD CORP.	STATE OF INCORPORATION:
<input type="checkbox"/> PRIVATE CORP.	<input type="checkbox"/> FOREIGN-OWNED	

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

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

JOINT VENTURE

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

_____	_____ %
_____	_____ %

PARTNERSHIP

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

_____	_____
_____	_____

A2. COMPOSITION OF OWNERSHIP

Indicate the percent of ethnic and gender ownership below

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

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

SECTION B

B1. EMPLOYMENT DATA

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

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

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

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

B1c. Name of person responsible for affirmative action and compliance with equal employment opportunity laws in your firm:

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

PRINT NAME

TITLE

TELEPHONE NUMBER

SECTION C

CERTIFICATION OF FIRM'S OWNERSHIP AND COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS REGARDING EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REPORTING AND COMPLIANCE PROGRAMS INCLUDING HAVING A DISTRICT APPROVED PROCESS FOR RESPONDING TO COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

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

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

The undersigned does further certify that the firm named above complies with the following non-discrimination clauses:

There shall be no discrimination against any person, or groups of persons, per Government Code Section 12940, Labor Code Section 1735, or any other applicable law or regulation in the performance of this contract.

There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, religious 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, sexual orientation, or military and veteran status. The Contractor shall not establish or permit any such practice(s) of discrimination with reference to the contract. Contractors determined to be in violation of this section will be deemed to be in material breach of the contract.

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.

The Contractor shall include the nondiscrimination and compliance provisions of these clauses in all subcontracts

EXECUTED IN _____
CITY, COUNTY, STATE

ON _____
DATE

BY _____
PRINT NAME TITLE

SIGNATURE PHONE NUMBER

P-025 SUPPLEMENT

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

CA STATISTICAL AREAS	WM%	WW%	EM%	CA STATISTICAL AREAS	WM%	WW%	EM%
BAKERSFIELD	29.7%	24.6%	45.7%	SAN JOSE	26.9%	21.0%	52.1%
FRESNO	25.1%	21.6%	53.3%	SAN LUIS OBISPO-ATASCADERO-PASA ROBLES	42.3%	36.6%	21.1%
LOS ANGELES-LONG BEACH	20.2%	16.4%	63.5%	SANTA BARBARA-SANTA MARIA-LOMPOC	31.8%	28.6%	39.6%
MERCED	24.9%	21.1%	54.0%	SANTA CRUZ-WATSONVILLE	37.5%	32.1%	30.4%
MODESTO	33.0%	28.4%	38.6%	SANTA ROSA	39.8%	36.9%	23.4%
OAKLAND	28.0%	24.2%	47.8%	STOCKTON-LODI	28.1%	24.5%	47.4%
REDDING	46.6%	41.5%	11.9%	VALLEJO-FAIRFIELD-NAPA	30.2%	26.8%	42.9%
RIVERSIDE-SAN BERNADINO	28.2%	23.4%	48.3%	VENTURA	33.3%	27.6%	39.1%
SACRAMENTO	36.1%	32.3%	31.6%	YUBA CITY	34.9%	31.0%	34.1%
SAN DIEGO	32.4%	27.5%	40.2%				
SAN FRANCISCO	30.8%	25.1%	44.0%				

CA COUNTIES	WM%	WW%	EM%	CA COUNTIES	WM%	WW%	EM%
9 BAY AREA COUNTIES*	32.3%	27.8%	39.9%	SAN BERNARDINO	26.5%	22.3%	51.1%
ALAMEDA/CONTRA COSTA	28.9%	24.9%	46.2%	SAN DIEGO	32.4%	27.5%	40.2%
ALAMEDA	24.5%	21.6%	53.9%	SAN FRANCISCO	29.2%	22.5%	48.3%
CONTRA COSTA	33.3%	28.2%	38.5%	SAN JOAQUIN	28.1%	24.5%	47.4%
EL DORADO	46.7%	39.4%	13.9%	SAN LUIS OBISBO	42.3%	36.6%	21.1%
FRESNO	24.7%	21.4%	54.0%	SAN MATEO	28.6%	23.6%	47.9%
LOS ANGELES	20.2%	16.4%	63.5%	SANTA CLARA	26.9%	21.0%	52.1%
MARIN	42.8%	38.4%	18.8%	SANTA CRUZ	37.5%	32.1%	30.4%
MENDOCINO	40.4%	37.0%	22.6%	SHASTA	46.6%	41.5%	11.9%
MERCED	24.9%	21.1%	54.0%	SOLANO	27.8%	24.6%	47.6%
MONTEREY	23.8%	21.3%	54.9%	SONOMA	39.8%	36.9%	23.4%
NAPA	37.6%	33.6%	28.8%	STANISLAUS	33.0%	28.4%	28.6%
ORANGE	30.9%	25.5%	43.6%	YOLO	31.7%	29.8%	38.5%
RIVERSIDE	30.1%	24.7%	45.3%	YUBA	36.7%	34.0%	29.4%
SACRAMENTO	32.7%	30.0%	37.3%				

*ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO, SOLANO, SONOMA, AND SANTA CLARA

STATES	WM%	WW%	EM%	STATES	WM%	WW%	EM%
ALABAMA	40.8%	33.2%	26.0%	MONTANA	49.1%	42.5%	8.4%
ALASKA	40.2%	33.1%	26.7%	NEBRASKA	47.1%	42.7%	10.2%
ARIZONA	37.0%	31.7%	31.3%	NEVADA	37.8%	31.3%	30.9%
ARKANSAS	44.0%	37.5%	18.5%	NEW HAMPSHIRE	50.6%	45.0%	4.4%
CALIFORNIA	28.0%	23.6%	48.4%	NEW JERSEY	36.7%	31.5%	31.7%
COLORADO	42.2%	36.2%	21.6%	NEW MEXICO	26.6%	23.1%	50.3%
CONNECTICUT	42.4%	37.8%	19.8%	NEW YORK	35.0%	30.9%	34.1%
DELEWARE	39.3%	35.5%	25.3%	NORTH CAROLINA	39.1%	34.0%	26.9%
DISTRICT OF COLUMBIA	19.2%	18.0%	62.8%	NORTH DAKOTA	49.6%	44.4%	6.0%
FLORIDA	35.7%	30.9%	33.4%	OHIO	46.1%	40.2%	13.7%
GEORGIA	35.9%	30.0%	34.2%	OKLAHOMA	41.7%	35.4%	22.9%
HAWAII	13.1%	11.1%	75.8%	OREGON	45.5%	39.5%	15.0%
IDAHO	48.6%	40.8%	10.5%	PENNSYLVANIA	46.4%	40.2%	13.4%
ILLINOIS	38.6%	33.6%	27.8%	RHODE ISLAND	44.1%	41.4%	14.5%
INDIANA	47.1%	40.6%	12.3%	SOUTH CAROLINA	37.6%	32.4%	30.0%
IOWA	49.2%	44.8%	6.0%	SOUTH DAKOTA	48.0%	43.6%	8.4%
KANSAS	45.6%	40.1%	14.3%	TENNESSEE	44.1%	37.1%	18.8%
KENTUCKY	48.4%	41.9%	9.7%	TEXAS	31.5%	26.1%	42.4%
LOUISIANA	37.3%	30.0%	32.7%	UTAH	47.7%	39.1%	13.2%
MAINE	50.6%	46.5%	2.9%	VERMONT	50.4%	46.3%	3.3%
MARYLAND	34.0%	30.2%	35.8%	VIRGINIA	38.6%	34.0%	27.3%
MASSACHUSETTS	44.0%	40.6%	15.3%	WASHINGTON	43.6%	37.6%	18.8%
MICHIGAN	44.1%	37.5%	18.4%	WEST VIRGINIA	51.9%	43.3%	4.9%
MINNESOTA	47.6%	43.1%	9.3%	WISCONSIN	47.5%	42.8%	9.6%
MISSISSIPPI	36.1%	29.6%	34.3%	WYOMING	49.0%	41.4%	9.6%
MISSOURI	45.6%	40.3%	14.1%				

TOTAL USA 39.0% 33.7% 27.2%

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

Figures compiled from the 2010 Census of Population, U.S. Department of Commerce, Bureau of the Census.



CONTRACT EQUITY PARTICIPATION (P-040)

BIDDER'S /
PROPOSER'S NAME

PROJECT NAME

ADDRESS

SPEC. / PROPOSAL NO. (If applicable)

E-MAIL ADDRESS

BID / PROPOSAL AMOUNT \$

PHONE NO.

FAX NO.

This form shall be submitted by **first and second** apparent low bidders within 2 Work Days of bid opening time for construction projects and by **all proposers** with their proposal for professional and general services. All subcontractors¹, truckers and suppliers at any tier level of participation, known at this time shall be listed on this form. Submit a separate P-025 form for each Subcontractor/Trucker/Supplier with a subcontract amount of \$70,000 or more.

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

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

The subcontractors, truckers, and suppliers listed in this schedule shall be utilized for the Work conditioned upon execution of a contract with East Bay Municipal Utility District. Substitution or replacements of these subcontractors, truckers, and suppliers must comply with Section III.B. Substitution or Replacement in the Contract Equity Program and Equal Employment Opportunity Guidelines.

Signature of Authorized Bidder / Proposer's Official

Date

Print Name

Title

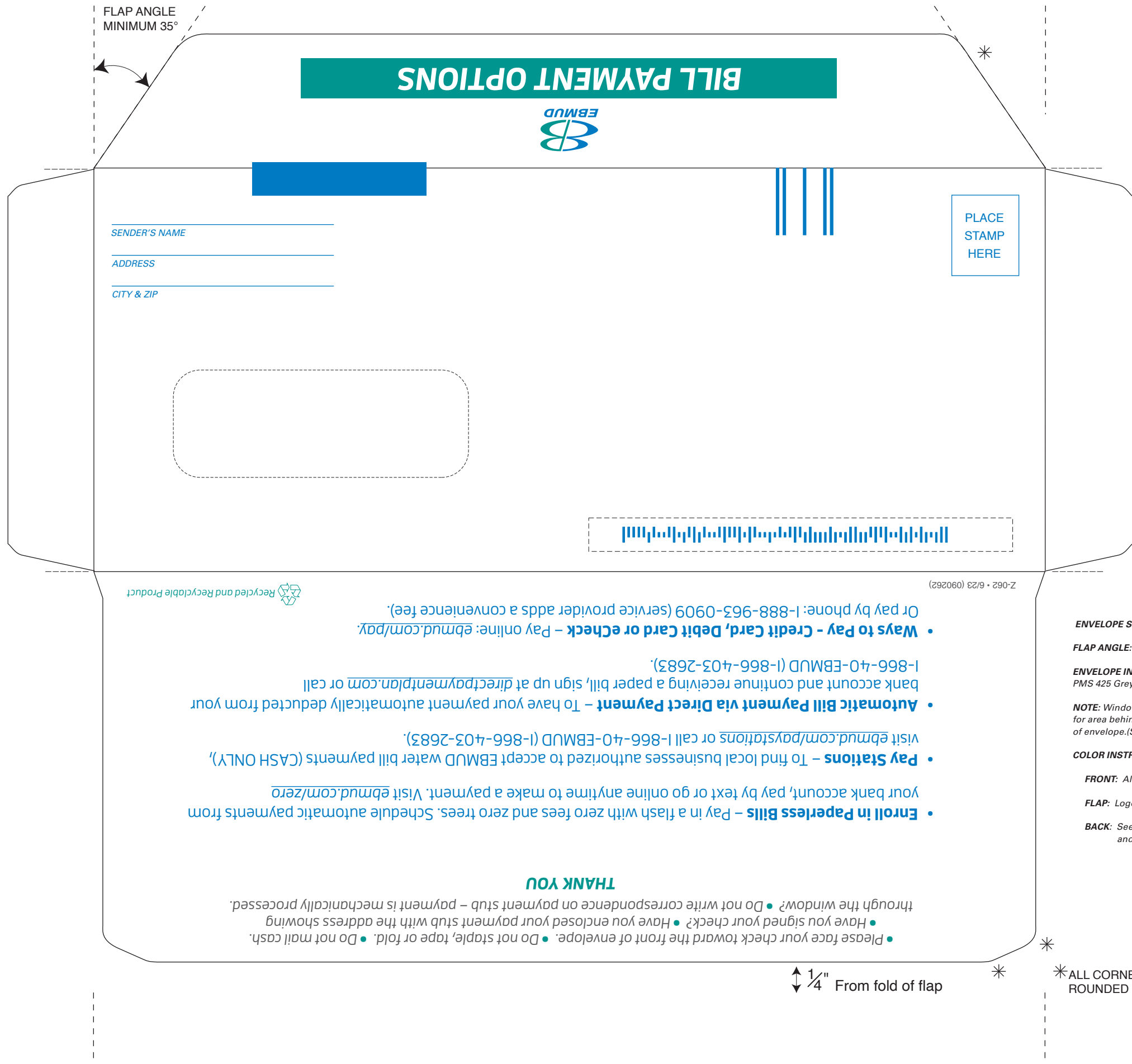
¹ The person or persons, co-partnership, firm or entity in direct contract with the Contractor or with any other Subcontractor for the purpose of furnishing materials, equipment, and/or performing part of the contract work.

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

³ Describe exact portion, location (if necessary) of item to be performed or furnished by that subcontractor.

EXHIBIT G

ENVELOPE DETAILS AND DIMENSIONS



FLAP ANGLE
MINIMUM 35°

BILL PAYMENT OPTIONS



SENDER'S NAME
ADDRESS
CITY & ZIP

PLACE
STAMP
HERE



Z-062 • 6/23 (090262)

- **Enroll in Paperless Bills** – Pay in a flash with zero fees and zero trees. Schedule automatic payments from your bank account, pay by text or go online anytime to make a payment. Visit ebhud.com/zero
- **Pay Stations** – To find local businesses authorized to accept EBHUD water bill payments (CASH ONLY), visit ebhud.com/paystations or call 1-866-40-EBMUD (1-866-403-2683).
- **Automatic Bill Payment via Direct Payment** – To have your payment automatically deducted from your bank account and continue receiving a paper bill, sign up at directpaymentplan.com or call 1-866-40-EBMUD (1-866-403-2683).
- **Ways to Pay - Credit Card, Debit Card or echeck** – Pay online: ebhud.com/pay. Or pay by phone: 1-888-963-0909 (service provider adds a convenience fee).

THANK YOU

- Please face your check toward the front of envelope. • Do not staple, tape or fold. • Do not mail cash. • Have you signed your check? • Have you enclosed your payment stub with the address showing through the window? • Do not write correspondence on payment stub – payment is mechanically processed.

ENVELOPE SIZE: 8.875" X 3.75" Glassine window (See sample)

FLAP ANGLE: 35 degree minimum flap angle

ENVELOPE INKS:
PMS 425 Grey, PMS 300 Blue and PMS 327 Green

NOTE: Window keyline does not print. Security screen printed inside envelope EXCEPT for area behind bar code as indicated on art (by a dotted line) for both inside front and back of envelope.(See sample)

COLOR INSTRUCTIONS:

FRONT: All art is to be printed in 100% PMS 300 Blue.

FLAP: Logo is to be printed in PMS 300 Blue & PMS 327 Green, text block to be PMS 327 Green.

BACK: See color layout and electronic file for PMS 300 Blue, PMS 327 Green and PMS 425 Grey color indications.

1/4" From fold of flap

* ALL CORNERS ROUNDED

Z-072 • 01/23 (090272)



**FLOWING
INTO THE
FUTURE**
1923-2023

Recycled & Recyclable Product



RETURN SERVICE REQUESTED

**EAST BAY
MUNICIPAL UTILITY DISTRICT**
P.O. BOX 24055 • OAKLAND, CA 94623-1055

FLAP ANGLE
MINIMUM 35°

1/4" Flap

1/4" From fold of flap

* ALL CORNERS
ROUNDED

ENVELOPE SIZE: 9 1/2" X 4" with glassine window
NOTE: Window keyline does not print.
FLAP: 35 degree minimum flap angle. See machinable sample attached
ENVELOPE INKS:
PMS 425 Gray, PMS 300 Blue and PMS 327 Green
PRINTER:
KEYLINES DO NOT PRINT
See color proof provided.

Z-072 • 11/23 (090272)



Do you need help with your water bill?

¿Necesita ayuda con su factura de agua?

Quý vị có cần trợ giúp đối với hóa đơn nước của mình không?

您是否需要協助支付水費？

Setup payment plans/payment extensions

Call Customer Service at 866-403-2683
Monday-Friday, 8:00 am-4:30 pm

Enroll in the Customer Assistance Program
www.ebmud.com/CAP



Recycled & Recyclable Product

RETURN SERVICE REQUESTED

P.O. BOX 24055 • OAKLAND, CA 94623-1055

EAST BAY MUNICIPAL UTILITY DISTRICT

FLAP ANGLE
MINIMUM 35°

1/4" Flap

1/4" From fold of flap

* ALL CORNERS
ROUNDED

See color proof provided.

PRINTED:
KEYLINES DO NOT PRINT

ENVELOPE INKS:
PMS 425 Gray, PMS 300 Blue and PMS 327 Green

NOTE: Window keyline does not print.
FLAP: 35 degree minimum flap angle. See machinable sample attached

ENVELOPE SIZE: 9 1/2" X 4" with glassine window

Z-073 • 01/23 (090273)



**FLOWING
INTO THE
FUTURE**
1923-2023

Recycled & Recyclable Product

**EAST BAY
MUNICIPAL UTILITY DISTRICT**
P.O. BOX 24055 • OAKLAND, CA 94623-1055

* ALL CORNERS
ROUNDED

1/4" From fold of flap

1/4" Flap

FLAP ANGLE
MINIMUM 35°

ENVELOPE SIZE: 9 1/2" X 4" with glassine window
NOTE: Window keyline does not print.
FLAP: 35 degree minimum flap angle. See machinable sample attached
ENVELOPE INKS:
PMS 425 Gray, PMS 300 Blue and PMS 327 Green
PRINTER:
KEYLINES DO NOT PRINT
See color proof provided.

Z-073 • 11/23 (090273)



Do you need help with your water bill?

¿Necesita ayuda con su factura de agua?

Quý vị có cần trợ giúp đối với hóa đơn nước của mình không?

您是否需要協助支付水費？

Setup payment plans/payment extensions

Call Customer Service at 866-403-2683
Monday-Friday,
8:00 am-4:30 pm

Enroll in the Customer Assistance Program
www.ebmud.com/CAP



Recycled & Recyclable Product

EAST BAY MUNICIPAL UTILITY DISTRICT
P.O. BOX 24055 • OAKLAND, CA 94623-1055

1/4" Flap

FLAP ANGLE
MINIMUM 35°

* ALL CORNERS
ROUNDED

1/4" From fold of flap

See color proof provided.

PRINTED:
KEYLINES DO NOT PRINT

ENVELOPE INKS:
PMS 425 Gray, PMS 300 Blue and PMS 327 Green

NOTE: Window keyline does not print.
FLAP: 35 degree minimum flap angle. See machinable sample attached

ENVELOPE SIZE: 9 1/2" X 4" with glassine window

FLAP ANGLE
MINIMUM 35°

ENVELOPE INK:
PMS 300 Blue, PMS 327 Green and PMS 032 Red and PMS 425 Gray

ENVELOPE SIZE: 9.5" X 4"
with clear window

FLAP: See machineable sample attached

NEED HELP WITH YOUR WATER BILL?



**EAST BAY
MUNICIPAL UTILITY DISTRICT**
P.O. BOX 24055 . OAKLAND . CA 94623-1055

1 1/4" Flap

URGENT

**Call us today to avoid impacts
to your water service**

PRINTER:
PRINT "URGENT - FINAL NOTICE" AND RULE INK: PMS 032 (Process Red),
PRINT "E" OF LOGO AND "EAST BAY MUNICIPAL UTILITY DISTRICT" INK: PMS 300 (Blue)
PRINT "B" OF LOGO INK: PMS 327 (Green)
PRINT "P.O. BOX 25055 . OAKLAND . CA 94623-1055" INK: PMS 425 (Gray)



- **Learn About Programs to Help Reduce Your Bill** - For more information on how to apply for federal financial relief or enroll in EBMUD's Customer Assistance Program, visit ebmud.com/assistance or call Customer Services at 1-866-403-2683.
- **Setup Payment Plans** - To request a payment extension or make payment arrangements, call Customer Services at 1-866-403-2683. Or login to your account by visiting ebmud.com and select Request Services - Payment Extension.
- **Pay Stations** - To find local businesses authorized to accept EBMUD water bill payments (CASH ONLY), visit ebmud.com/paystations or call Customer Services at 1-866-403-2683.
- **Ways to Pay - Credit Card, Debit Card or echeck** - Pay online: ebmud.com/pay. Or pay by phone: 1-888-963-0909 (service provider adds a convenience fee).

PRINTER: PRINT THIS LINE ON BACK SIDE OF ENVELOPE →
RIGHT BOTTOM CORNER WITH RECYCLED LOGO
INK: PMS 327 (Green)

PRINTER:
Bulleted body text and rules print PMS 300 Blue,
Square bullets print PMS 327 Green

Z-090 * 3/23 (090290)

* ALL CORNERS
ROUNDED

↑
PRINTER:
PRINT THIS ENVELOPE CODE NUMBER SO IT IS HIDDEN BY THE FLAP WHEN ENVELOPE IS SEALED
INK: PMS 425 Gray

1/4" From fold of flap

EXHIBIT H

BILL STOCK, FORM DETAILS, AND DIMENSIONS



C-006 • 9/19 (092806)





1-866-40-EBMUD

YOUR ACCOUNT NUMBER:

[Redacted account number area]

Bill Date:

From	To
------	----

For:	AMOUNT	TOTAL
[Redacted]	[Redacted]	[Redacted]



PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

METER SIZE	ELEV. Band	METER READINGS		UNITS	CONSUMPTION INFORMATION		Gal/Day
		Current	Previous		Gallons	Days	
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD

Mail payment to:

EBMUD PAYMENT CENTER
PO BOX 1000
OAKLAND CA 94649-0001





Report Emergency • Customer Service **1-866-40-EBMUD**

Understanding Your Bill

Payment is due upon receipt of bill

Unpaid balances greater than \$10 by the next billing date may be assessed a 1.5% late charge penalty (minimum \$1).

Release of personal information

EBMUD takes customer privacy seriously. Customers should be aware that if requested under the Public Records Act, EBMUD is required to release the name, address and water use data of customers who have violated EBMUD's regulations and ordinances.

For more information, visit www.ebmud.com or call 1-866-40-EBMUD (1-866-403-2683). You may also email us at customerservice@ebmud.com.

Our customers make great water possible

Your payment supports EBMUD's continued maintenance of, reinvestment in, and upgrades to our public water and wastewater systems. We are committed to delivering high quality water while maintaining extensive infrastructure, and protecting watersheds and the San Francisco Bay every minute of every day.

Payment Methods

Direct payment or e-bill

Sign up for direct payment or internet billing at www.ebmud.com.

Credit card, debit card and electronic check

Make payments online at www.ebmud.com or by phone at 1-888-963-0909.

Financial assistance

Financial assistance is available to qualifying low income customers or those experiencing financial hardship. For more information, visit www.ebmud.com/CAP.

By mail

To: EBMUD Payment Center
PO Box 1000
Oakland, CA 94649-0001

In person

For pay station locations, visit www.ebmud.com or call 1-866-403-2683.

Conservation Tips and Rebates

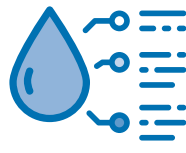
Using water wisely is always important. Our tools and incentives help you save precious water and money. Please visit us at www.ebmud.com/watersmart for more information.



Lawn Conversion



My Home Water Report



Online Calculator



Irrigation Equipment



Commercial Services



Water Management Tools

Check Payment Tips

Help us avoid costly delays in processing your payment:

- Insert payment stub facing the front of the billing envelope so the address shows through the window.
- Insert your signed check facing the front of the envelope.
- Do not send cash. Check or money order only.
- Do not staple, fold or tape anything to check.
- Do not include correspondence with your payment stub nor write on it.

Electronic Check Conversion

When you pay by check, you authorize EBMUD to use the information on your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account the same day the payment is received and the checks will be destroyed. Notations on checks or accompanying materials will not rescind authorization.

Save money and trees!

Enroll in paperless bills at www.ebmud.com/zero

EBMUD
WaterLifeline 

Help low-income customers keep their water flowing. With your donation, St. Vincent de Paul of Alameda County assists EBMUD customers by verifying financial hardship, helping them pay bills, budget, and plan for a healthy financial future. Visit ebmud.com/waterlifeline to donate today.



1-866-40-EBMUD

YOUR ACCOUNT NUMBER:

[Redacted account number area]

Bill Date:

From	To
------	----

For:	AMOUNT	TOTAL
[Redacted]	[Redacted]	[Redacted]



PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

METER SIZE	ELEV. Band	METER READINGS		UNITS	CONSUMPTION INFORMATION		Gal/Day
		Current	Previous		Gallons	Days	
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD

Mail payment to:

EBMUD PAYMENT CENTER
PO BOX 51191
LOS ANGELES CA 90051-5491





Report Emergency • Customer Service **1-866-40-EBMUD**

Understanding Your Bill

Payment is due upon receipt of bill

Unpaid balances greater than \$10 by the next billing date may be assessed a 1.5% late charge penalty (minimum \$1).

Release of personal information

EBMUD takes customer privacy seriously. Customers should be aware that if requested under the Public Records Act, EBMUD is required to release the name, address and water use data of customers who have violated EBMUD's regulations and ordinances.

For more information, visit www.ebmud.com or call 1-866-40-EBMUD (1-866-403-2683). You may also email us at customerservice@ebmud.com.

Our customers make great water possible

Your payment supports EBMUD's continued maintenance of, reinvestment in, and upgrades to our public water and wastewater systems. We are committed to delivering high quality water while maintaining extensive infrastructure, and protecting watersheds and the San Francisco Bay every minute of every day.

Payment Methods

Direct payment or e-bill

Sign up for direct payment or internet billing at www.ebmud.com.

Credit card, debit card and electronic check

Make payments online at www.ebmud.com or by phone at 1-888-963-0909.

Financial assistance

Financial assistance is available to qualifying low income customers or those experiencing financial hardship. For more information, visit www.ebmud.com/CAP.

By mail

To: EBMUD Payment Center
PO Box 51191
Los Angeles, CA 90051-5491

In person

For pay station locations, visit www.ebmud.com or call 1-866-403-2683.

Conservation Tips and Rebates

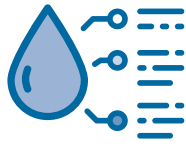
Using water wisely is always important. Our tools and incentives help you save precious water and money. Please visit us at www.ebmud.com/watersmart for more information.



Lawn Conversion



My Home Water Report



Online Calculator



Irrigation Equipment



Commercial Services



Water Management Tools

Check Payment Tips

Help us avoid costly delays in processing your payment:

- Insert payment stub facing the front of the billing envelope so the address shows through the window.
- Insert your signed check facing the front of the envelope.
- Do not send cash. Check or money order only.
- Do not staple, fold or tape anything to check.
- Do not include correspondence with your payment stub nor write on it.

Electronic Check Conversion

When you pay by check, you authorize EBMUD to use the information on your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account the same day the payment is received and the checks will be destroyed. Notations on checks or accompanying materials will not rescind authorization.

Save money and trees!

Enroll in paperless bills at www.ebmud.com/zero

EBMUD
WaterLifeline 

Help low-income customers keep their water flowing. With your donation, St. Vincent de Paul of Alameda County assists EBMUD customers by verifying financial hardship, helping them pay bills, budget, and plan for a healthy financial future. Visit ebmud.com/waterlifeline to donate today.



EAST BAY MUNICIPAL UTILITY DISTRICT



PERF

PERF

EXHIBIT I

BILL, CORREPENDENCE AND INSERT SAMPLES

June 12, 2025

7-DAY NOTICE OF SERVICE INTERRUPTION OR LIEN HEARING



Sample Letter
Attention: Sample
1234 Pipeline Ave
Oakland, CA 94583-4791

Account Number: 12345678001
Total Amount Due: \$682.78
Delinquent Amount Due: \$454.09
Due Date: 06-24-2025
Occupancy: Owner

Dear Customer,

This is a reminder your water bill of \$682.78 covering the period ending 03-14-2025 is currently delinquent in the amount of \$454.09 for service at 1234 Pipeline Ave, Oakland, CA 945834791. If you have recently paid this bill, thank you and please disregard this notice.

Our records indicated you are the: **Owner**. If our records do not reflect the correct account holder information, you must notify us immediately. Please contact Customer Service at 1-866-403-2683 to make any necessary changes to your account.

Please ensure full payment by 06-24-2025. If you fail to pay your delinquent bill, you may be subject to one of the following actions:

* **Tenant-Occupied:** Water Service Interruption; or

* **Owner-Occupied:** Lien Filed Against your Property. If a lien is filed, a Lien Filing Fee of \$169.00 (Alameda County) or \$145.00 (Contra Costa County) will be charged to the account. In addition to the lien amount and lien filing fee, a Lien Removal Fee of \$123.00 (Alameda County) or \$119.00 (Contra Costa County) is required to be paid to initiate the lien release process. Unpaid liens are transferred to the property tax roll.

For your convenience we offer various payment options. Some payment options require a convenience fee. For more information on payment options, please visit our website at ebmud.com/pay.

We are dedicated to assisting you by providing alternative payment schedules, setting up payment plans so that you may pay the delinquent amount over time, or defer payment to a certain date that you can pay your bill. The District also offers a Customer Assistance Program which could lower the water bill for income eligible customers. To take advantage of these options, please contact Customer Service at 1-866-403-2683. To apply for our Customer Assistance Program please contact Customer Service or apply online at ebmud.com/cap.

If you would like to contest or appeal the amount being charged to you in this bill, you may contact the Customer Services Manager by calling 1-866-403-2683 or emailing customerservice@ebmud.com within 15 calendar days after the payment is due. The Customer Services Manager will respond no later than 15 days after receiving your request for appeal. For your reference, the East Bay Municipal Utility District's Regulations Governing Water Service Section 15/15A is attached. It will provide additional details on how to contest or appeal your bill.

PLEASE ENSURE FULL PAYMENT OR MAKE PAYMENT ARRANGEMENT NO LATER THAN 06-24-2025 TO AVOID INTERRUPTION OF YOUR WATER SERVICE OR A LIEN FILED AGAINST YOUR PROPERTY.

Thank you for your attention to this matter and we look forward to serving you.

Account Number: 54525000001
Service Address: 1234 Pipeline Ave, Oakland, CA 945834791

Note: If late payment continues, a guarantee deposit will be required.

East Bay Municipal Utility District
PO BOX 51191
Los Angeles CA 90051-5491

Due Date: 06-24-2025
Total Amount Due: **\$682.78**
Delinquent Amount: **\$454.09**

545250000019000068278000004540907

July 1, 2025

Final Bill Reminder

Sample Letter
1234 Pipeline Street
Oakland, CA 94605-2001

Account Number: 12345678000

Dear Customer:

Your final bill of \$974.22 for water service at 1234 Pipeline Street, Oakland, CA 946052001, is still outstanding.

Immediate payment will be appreciated. If you have recently paid this bill, please disregard this notice. You may avoid further collection action now by calling 1-888-963-0909 to pay by phone, credit card, check or ATM (upon approved credit). A convenience fee is charged for this service.

Single Family Home Notice: To avoid assigning your account to a collection agency and whenever possible we may attempt to transfer the final balance from your closed account to your existing account.

If you have any questions please call Customer Service at 1-866-40-EBMUD or (1-866-403-2683).

East Bay Municipal Utility District
PO Box 51191
Los Angeles, CA 90051-5491
Phone: 1-866-403-2683

Please detach and return this portion with payment or bring entire notice to pay at a pay station.

Service Address: 1234 Pipeline Ave, Oakland, CA 946052001

Account Number: 12345678000

East Bay Municipal Utility District
PO BOX 51191
Los Angeles, CA 90051-5491

Please pay total amount now due: \$974.22

269915652367000097422000009742201

July 15, 2025

Final Bill Collection Notice

Sample Letter
1234 Pipeline Street
Oakland, CA 94605-2001

Account Number: 12345678000

Dear Customer,

Your final bill of \$974.22 for water service at 1234 Pipeline Street, Oakland, CA 946052001, is still outstanding and is scheduled to be referred to the collection agency 2 weeks from the date of this notice. Please make payment to prevent this assignment. If you have recently paid this bill, please disregard this notice. Once this bill is assigned to the collection agency, your credit record could be adversely affected.

You may avoid further collection action now by calling 1-888-963-0909 to pay by phone using your credit card, check or ATM (upon approved credit).

A convenience fee is charged for this service. If you have any questions, please call Customer Service at 1 866-40-EBMUD or (1-866-403-2683).

East Bay Municipal Utility District
PO Box 51191
Los Angeles CA 90051-5491

Please detach and return this portion with payment or bring entire notice to pay at a pay station.

Service Address: 1234 Pipeline Street, Oakland, CA 946052001

Account Number: 12345678000

East Bay Municipal Utility District
PO Box 51191
Los Angeles CA 90051-5491

Please pay this amount now due: \$974.22

May 28, 2025

15 Day Notice



Sample Letter
Attention: Sample
1234 Pipeline Ave
Oakland, CA 94583-4791

Account Number: 12345678001
Total Amount Due: \$682.78
Delinquent Amount Due: \$454.09
Due Date: 06-24-2025
Occupancy: Owner

Dear Customer,

Your water bill for \$682.78 is delinquent in the amount of \$454.09 covering the period ending 03-14-2025 for service at 1234 Pipeline Ave, Oakland, CA 945834791. If you have recently paid this bill, thank you for your payment.

Our records indicate you are the: **Owner**. If our records do not reflect the correct account holder information, it is your responsibility to notify us. Please contact Customer Service at 1-866-403-2683 to make any necessary changes to your account.

Please ensure full payment by 06-24-2025. If you fail to pay your delinquent bill, you may be subject to one of the following actions:

- * **Tenant-Occupied:** Water Service Interruption; or
- * **Owner-Occupied:** Lien Filed Against your Property. If a lien is filed, a Lien Filing Fee of \$169.00 (Alameda County) or \$145.00 (Contra Costa County) will be charged to the account. In addition to the lien amount and lien filing fee, a Lien Removal Fee of \$123.00 (Alameda County) or \$119.00 (Contra Costa County) is required to be paid to initiate the lien release process. Unpaid liens are transferred to the property tax roll.

For your convenience we offer various payment options. Some payment options require a convenience fee. For more information on payment options, please visit our website at ebmud.com/pay.

We are dedicated to assisting you by providing alternative payment schedules, setting up payment plans so that you may pay the delinquent amount over time, or defer payment to a certain date that you can pay your bill. The District also offers a Customer Assistance Program which could lower the water bill for income eligible customers. To take advantage of these options, please contact Customer Service at 1-866-403-2683. To apply for our Customer Assistance Program please contact Customer Service or apply online at ebmud.com/cap.

If you would like to contest or appeal the amount being charged to you in this bill, you may contact the Customer Services Manager by calling 1-866-403-2683 or emailing customerservice@ebmud.com within 15 calendar days after the payment is due. The Customer Services Manager will respond no later than 15 days after receiving your request for appeal.

PLEASE ENSURE FULL PAYMENT OR MAKE PAYMENT ARRANGEMENT NO LATER THAN 06-24-2025 TO AVOID INTERRUPTION OF YOUR WATER SERVICE OR A LIEN FILED AGAINST YOUR PROPERTY.

Thank you for your prompt attention to this matter. We are committed to providing you with exceptional service.

Please detach and return this portion with payment or bring entire notice to pay at a pay station.

Account Number: 12345678001
Service Address: 1234 Pipeline, Oakland, CA 945834791

Note: If late payment continues, a guarantee deposit will be required.

East Bay Municipal Utility District
PO BOX 51191
Los Angeles CA 90051-5491

Due Date: 06-24-2025
Total Amount Due: **\$682.78**
Delinquent Amount: **\$454.09**

545250000019000068278000004540907

July 17, 2025

**SHRUBBERY TRIM NOTICE
NOTICE OF IMPENDING SERVICE TERMINATION**

Sample Letter
1234 Pipeline Street
Oakland, CA 94605-2001

**FINAL NOTICE VIA CERTIFIED MAIL
RECEIPT #**

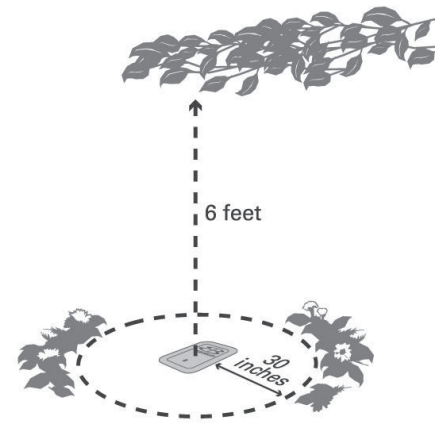
Service Address: 1234 Pipeline Street, Oakland, CA
Account Number: 12345678001

EBMUD (the District) remains unable to read your water meter due to excessive landscaping or other obstructions preventing access to your meter box, even though two prior letters have been sent to you about clearing obstructions.

These obstructions present safety, occupational hazard and operational issues and are serious concerns for the District.

YOU MUST REMOVE WITHIN 48 HOURS ALL PLANTS AND LANDSCAPING permanently from the area 30 inches around and 6 feet above the meter box or District personnel may clear the obstruction. Pursuant to Section 23 of the Customer Services Regulations, District representatives shall have the right of access to all service equipment.

This final notice is to inform you that your water service will be interrupted within 14 calendar days from the date of this letter if the area around your water meter is not cleared. The trip charge to restore service is \$50.00 in accordance Section 12 - Nonregistering and Unreadable and Obstructed Meters of the Regulations:



Where a meter cannot be read or serviced and/or maintained without undue difficulty because of an obstruction, the customer will be notified and requested to correct the condition. The District has the right to discontinue the service if the condition is not corrected. Where service is turned off for such cause, the District may require payment of a restoration fee as provided for in the Schedule of Rates and Charges.

If you have additional questions and/or concerns, please contact our Customer Services Department at 1-866-40-EBMUD (1-866-403-2683) or visit www.ebmud.com

Thank you for your cooperation.

Customer Services Manager



1-866-40-EBMUD

YOUR ACCOUNT NUMBER:

12345678001

Next Read Date is 10/29/2025

Your Payment is Due by 09/19/2025

Bottled water typically sells for about 2 cents an ounce, while EBMUD tap water costs just 2 cents a gallon. Bottled water also contributes to the millions of plastic bottles that end up in landfills and generates greenhouse gases related to packaging and shipping. So, drink tap! It's delicious, economical, and healthy for you and our planet.



Florence Waters
1234 PIPELINE ST
OAKLAND, CA 94606-1234

Bill Date: 09/04/25

Billing Period (59 Days)

From	To
7/1/25	8/29/25

For: 1234 Pipeline St Private Residence	AMOUNT	TOTAL
PREVIOUS CHARGES AND CREDITS		
PREVIOUS AMOUNT DUE	540.24	
FULL PAYMENT - 07/15/25	-540.24	0.00
EBMUD - WATER CHARGES		
WATER SERVICE CHARGE	53.70	
WATER FLOW CHARGE 14 UNITS @7.89	110.46	
17 UNITS @9.15	155.55	
4 UNITS @10.79	43.16	
WATER ELEVATION CHARGE 35 UNITS @1.25	43.75	406.62
El Cerrito Utility User Tax	32.53	32.53
EBMUD - WASTEWATER CHARGES		
WASTEWATER TREATMENT CHARGE	73.90	
SF BAY POLLUTION PREVENTION FEE	0.40	74.30
PASS THROUGH CHARGES FOR THE CITY OF OAKLAND SEWER SERVICES		92.60
TOTAL CURRENT CHARGES		606.05

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

METER SIZE	ELEV. Band	METER READINGS		UNITS	CONSUMPTION INFORMATION		
		Current	Previous		Gallons	Days	Gal/Day
5/8 inch	2	549	514	35	26,180	59	444
		LAST	YEAR	37	27,676	64	432

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD

1234 Pipeline St, Oakland, CA 946061234 7/1/24 8/29/24 ACCOUNT NO.: 12345678001

Mail payment to:

TOTAL PREVIOUS 0.00
TOTAL CURRENT 606.05

EBMUD PAYMENT CENTER
PO BOX 51191
LOS ANGELES CA 90051-5491

Please Pay This Amount Now Due

606.05



1-866-40-EBMUD

YOUR ACCOUNT NUMBER:

12345678001

Next Read Date is 10/29/2025

Your Payment is Due by 09/19/2025

Bottled water typically sells for about 2 cents an ounce, while EBMUD tap water costs just 2 cents a gallon. Bottled water also contributes to the millions of plastic bottles that end up in landfills and generates greenhouse gases related to packaging and shipping. So, drink tap! It's delicious, economical, and healthy for you and our planet.



Florence Waters
C/O Joe Waters
1234 PIPELINE ST
OAKLAND, CA 94606-1234

Bill Date: 09/04/25

Billing Period (59 Days)

Table with 2 columns: From, To. Values: 7/1/25, 8/29/25

For: 1234 Pipeline St
Private Residence

PREVIOUS CHARGES AND CREDITS

Table with 3 columns: Description, AMOUNT, TOTAL. Rows include PREVIOUS AMOUNT DUE, FULL PAYMENT, EB MUD - WATER CHARGES, and EB MUD - WASTEWATER CHARGES.

PASS THROUGH CHARGES FOR THE CITY OF OAKLAND SEWER SERVICES

92.60

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

TOTAL CURRENT CHARGES

1,176.42

Table with 8 columns: METER SIZE, ELEV. Band, METER READINGS (Current, Previous), UNITS, CONSUMPTION INFORMATION (Gallons, Days, Gal/Day). Includes a note to see enclosed statement.

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD

1234 Pipeline St, Oakland, CA 94606 7/1/25 8/29/25 ACCOUNT NO.: 12345678001

Pay by credit/ATM/e-check for a fee.
Call 1-888-963-0909

Mail payment to:

TOTAL PREVIOUS 0.00
TOTAL CURRENT 1 176.42

EBMUD PAYMENT CENTER
PO BOX 51191
LOS ANGELES CA 90051-5491

Please Pay This Amount Now Due

1,176.42


**EAST BAY
MUNICIPAL UTILITY DISTRICT**

1-866-403-2683

Florence Waters
C/O Joe Waters
1234 Pipeline St
OAKLAND, CA 94606-1234

1234 Pipeline St, Oakland, CA 94606 7/1/25 8/29/25
ACCOUNT NO.: 12345678001 8800

METER NOS.	SYMBOLS*	METER READINGS				C. CUBIC FT. USED	METER SIZE
		Current		Previous			
Meter 01025696	1	437.00	363.00	74.00	5	Old Meter	
Meter 16776621	1	5.00	0.00	5.00	5	New Meter	
Total Consumption				79.00			
TOTAL SERVICE CHARGE						53.70	
OTHER CHARGES						1,122.72	
TOTAL BILLING						1,176.42	



Customer Assistance Program (CAP) Application for Residential Customers

1. **CUSTOMER INFORMATION:** *(Please print clearly.)*

_____ EBMUD Account Number

Name _____		Telephone (____) _____	Email _____
Home Address <i>(Do NOT use a P.O. Box)</i> _____	Apartment # _____	City _____	Zip Code _____
Mailing Address <i>(If different from home address)</i> _____	Apartment # _____	City _____	Zip Code _____

2. **NUMBER OF PERSONS IN HOUSEHOLD:** *(See instructions on back of application.)* _____

3. **TOTAL ANNUAL GROSS HOUSEHOLD INCOME:** *(All sources before taxes.)* _____

4. **HOUSEHOLD INCOME SOURCES:** *(See instructions on back of application.)*

You must report all income sources for each person who resides in this household. Check all income sources below that household members receive and **attach most recent documentation for each income source.**

- | | | |
|--|--|---|
| <input type="checkbox"/> Gross wages and/or gross profits from self-employment | <input type="checkbox"/> Disability or Workers Compensation payments | <input type="checkbox"/> Rental or royalty income |
| <input type="checkbox"/> Unemployment benefits | <input type="checkbox"/> Pensions | <input type="checkbox"/> Interests/Dividends from: savings, stocks, bonds, or retirement accounts |
| <input type="checkbox"/> Spousal or Child Support | <input type="checkbox"/> Social Security | <input type="checkbox"/> Scholarships, grants or other aid for living expenses |
| <input type="checkbox"/> General Assistance, cash and/or other income | <input type="checkbox"/> SSI/SSP or SSDI | <input type="checkbox"/> Insurance or legal settlements |
| | <input type="checkbox"/> CalFresh or CalWorks | |

5. **DECLARATION and APPLICATION CHECKLIST:** *(Please read, check the four boxes, sign, and date.)*

I certify under penalty of perjury that the information on this application is truthful and correct. I have read and understand the requirements of the Customer Assistance Program and agree to provide proof of income in order to participate. I agree to notify EBMUD of any changes to my household or income that may affect my eligibility for assistance.

- I have included an **accepted form of identification** for the applicant.
- I have included **accepted proof of gross annual household income** and removed the first five digits of any Social Security number from documents.
- I attest that I am financially unable to pay my water bills in full.
- I attest that if approved, this will be my only account on CAP.

How did you hear about EBMUD's Customer Assistance Program?	
<input type="checkbox"/> ebmud.com	<input type="checkbox"/> Social Media
<input type="checkbox"/> EBMUD Employee	<input type="checkbox"/> Social Services Agency
<input type="checkbox"/> Non-Profit Organization: _____	<input type="checkbox"/> Newspaper/Marketing Ads
	<input type="checkbox"/> Other: _____

Applicant's Signature: _____ **Date:** _____

6. **SEND completed application and all required documentation of income:**

BY US MAIL to: EBMUD, MS #105 CAP, P. O. Box 24055, Oakland, CA 94623

or BY EMAIL to: cap@ebmud.com

or BY FAX to: (510) 287-0299

(Normal processing time is within 5 business days. If your application is approved, your CAP credit will appear on your next billing statement.)

DO NOT WRITE BELOW THIS LINE

DATE RECEIVED	RECOMMENDED	PROCESSED BY	DUPLICATE VERIFIED	DATE
COMMENTS _____				



Customer Assistance Program (CAP) Application for Residential Customers

PROGRAM SUMMARY

EBMUD's Customer Assistance Program (CAP) is available to assist income eligible residential customers with their water bill. For eligible customers, EBMUD will provide a 50% credit on the standard bimonthly water service charge, and the household's water use, up to 1,050 gallons per person per month. CAP will also provide a 35% credit on the wastewater service charge and 35% credit on flow charges. Households must meet the program income guidelines established.

PROGRAM REQUIREMENTS

1. The EBMUD bill must be in the applicant's name and the applicant must reside at the address where the discount will be applied.
2. Applicant can only apply for CAP for one account. If EBMUD discovers multiple CAP accounts under the same customer's name, EBMUD reserves the right to back bill for any overlapping credits on multiple accounts.
3. It must be a residential account and have an individual water meter.
(The property cannot be a commercial property, duplex, triplex, four-plex or apartment building with a single meter.)
4. Your household must meet the CAP income guidelines in the table above.
5. You cannot be claimed as a dependent on another person's income tax return *(other than your spouse)*.
6. You must submit **one** of the following forms of valid identification for **the applicant** *(Social Security cards and birth certificates are **not valid** accepted forms of identification)*:
 - California Driver's License, California ID or U.S. Passport
7. You must verify the household gross annual income by submitting for every household member receiving income any of the following that applies *(adjusted and net income on taxes are not accepted)*:
 - Last year's tax return *(pages 1 & 2 of 1040 or 1040-SR)* including applicable **Schedules 1, C and E** filed with the return
 - Social Security/pension benefits statement
 - SSI/SSP, SSDI, CalWORKS or CalFresh award letter or proof of ACH deposit
 - Recent paystub(s) covering **one month** of pay or last year's W-2 *(paystubs must be within the last 45 days and paychecks without the stubs are not accepted)*
 - A printout showing your name, current date and income amount for County Assistance or any other source of income. For a full list of income verification options, please see HOUSEHOLD INCOME SOURCES listed on the front page.

Note: For your protection, please **hide or remove the first five digits of any Social Security number and account numbers** on anything you submit.
8. You must notify EBMUD if your household no longer qualifies for CAP.
9. You are required to recertify your eligibility every two years. You will receive a recertification reminder in the mail prior to your expiration date. If you do not receive the notification and continue to qualify for CAP you are advised to reapply.

CAP INCOME GUIDELINES*	
Number of Persons in Household	Household Annual Income <i>(all income sources before taxes)</i>
1-2	\$63,950 or less
3	\$71,950 or less
4	\$79,900 or less
5	\$86,300 or less
6	\$92,700 or less
For each additional person, add:	\$6,400

**effective April 23, 2025*

FOR MORE INFORMATION

Call us at (510) 287-0468 / Monday through Friday, 8:00 a.m. to 4:30 p.m.

TTY Access: (510) 763-1035

Website: www.ebmud.com/CAP

Email: cap@ebmud.com

EXHIBIT J

LARGE MAILING SAMPLES

If you have questions regarding this letter, want to establish a payment plan, or need more information regarding financial assistance, you may call 1-866-40-EBMUD (1-866-403-2683). If our service is not satisfactory, or you would like to contest your bill, you may appeal to the Customer Service Manager.

如果您對本信有任何疑問、想建立一套付款計劃，或需要更多有關財務援助的資訊，請致電 1-866-40-EBMUD (1-866-403-2683)。如果您不滿意我們的服務，或想對您的帳單提出異議，可向客戶服務經理 (Customer Services Manager) 提出申訴。

Si tiene alguna pregunta relacionada con esta carta, desea establecer un plan de pagos o necesita información adicional acerca de la asistencia financiera, puede llamar al 1-866-40-EBMUD (1-866-403-2683). Si nuestro servicio no es satisfactorio o desea disputar su factura, puede presentar una apelación ante el Gerente de Servicio al Cliente.



서신 관련 문의 사항, 납부 계획 수립, 재정 지원 관련하여 추가 정보가 필요한 경우, 1-866-40-EBMUD (1-866-403-2683)으로 연락 주십시오. 서비스 관련 불만 사항이나 청구서 관련 이의를 제기하려면 고객 서비스 매니저에게 이의를 제기할 수 있습니다.

Nếu quý vị có các thắc mắc liên quan đến thư này, muốn thiết lập một kế hoạch thanh toán, hoặc cần thêm thông tin liên quan đến hỗ trợ tài chính, quý vị có thể gọi 1-866-40-EBMUD (1-866-403-2683). Nếu dịch vụ của chúng tôi không được cung cấp thỏa đáng hoặc quý vị muốn phản đối hóa đơn của mình, quý vị có thể khiếu nại với Người quản lý Dịch vụ Khách hàng.

Kung mayroon kayong mga tanong tungkol sa liham na ito, kung gusto ninyong gumawa ng plano para sa pagbabayad, o kung kailangan ninyo ng higit pang impormasyon tungkol sa pinansyal na tulong, puwede kayong tumawag sa 1-866-40-EBMUD (1-866-403-2683). Kung hindi kasiya-siya ang aming serbisyo, o kung may pagtutol kayo sa inyong bill, puwede kayong umapela sa Customer Service Manager.



Pay Station Locations

www.ebmud.com
1-866-403-2683



📍 EBMUD Authorized Pay Stations at MoneyGram Locations – No Customer Fees

MoneyGram services may close earlier than store. Please call ahead to ensure availability and cash restrictions.

CASH ONLY. Money orders and checks are not accepted. Change not always available at some locations. If your account is past due or your service has been turned off and needs to be restored, please call **1-866-403-2683** to provide us with your payment reference number after you make your payment at a location below. MoneyGram payee code 11628.

CITY	NAME	ADDRESS	CROSS STREET	PHONE	HOURS
Alameda	Longs/CVS #9128	2314 Santa Clara Ave	Park St	510-523-1622	Mon-Sun 8am-9:45pm
Alameda	Lucky #700	815 Marina Village Pkwy	Constitution Wy	510-521-9113	Mon-Sun 9am-9pm
Berkeley	Longs/CVS #9941	1451 Shattuck Ave	Vine St	510-849-0832	Mon-Sun 7am-11:59pm
Berkeley	Ace Cash Express #4604	2005 San Pablo Ave	University Ave	510-548--0324	Mon-Sun 7:30am-9:30pm
Berkeley	CVS #10121	2655 Telegraph Ave	Derby St	510-549-9063	Mon-Sun 8am-10pm
Castro Valley	Lucky #704	3443 Castro Valley Blvd	Wilbeam Ave	510-581-8636	Mon-Sun 6am-10pm
Castro Valley	Longs/CVS #9904	3667 Castro Valley Blvd	Redwood Rd	510-538-1400	Mon-Sun 7am-11:59pm
El Cerrito	Lucky #709	1000 El Cerrito Plz	Fairmont Ave	510-524-7282	Mon-Sun 9am-9pm
Hayward	Ace Cash Express #4054	27300 Hesperian Blvd	W Tennyson Rd	510-264-9500	Mon-Fri 9am-8pm / Sat 9am-6pm
Hayward	Las Montanas Supermarket	20800 Mission Blvd	Mattox Rd	510-274-5623	Mon-Sun 7am-9pm
Hayward	Lucky #715	22555 Mission Blvd	B St	510-538-7120	Mon-Sun 6am-10pm
Hercules	Lucky #718	1590 Sycamore Ave	Refugio Valley Rd	510-245-9862	Mon-Sun 9am-9pm
Lafayette	Longs/CVS #9938	3625 Mt Diablo Blvd	Dewing Ave	925-284-7177	Mon-Sun 7am-11:59pm
Oakland	Longs/CVS #9130	175 41st St	Howe St	510-658-4819	Mon-Sat 7am-10pm / Sun 8am-10pm
Oakland	Ace Cash Express #4076	2700 San Pablo Ave	27th St	510-891-9466	Mon-Fri 9am-7pm / Sat 9am-5pm
Oakland	Check Center - Oakland	302 E 18th St, #302	3rd Ave	510-835-8282	Mon-Sun 7:30am-9:30pm
Oakland	Savemore Market #0001	4219 Park Blvd	Wellington Ave	510-530-6296	Mon-Sun 7:30-11pm
Oakland	Mi Carnal Market #0001	2755 Foothill Blvd	28th Ave	510-534-7785	Mon-Sun 8am-9pm
Oakland	Ace Cash Express #4078	3229 International Blvd	Fruitvale Ave	510-533-1772	Mon-Fri 8am-8pm / Sat 8am-7pm
Oakland	Fryda's International Design	3280 International Blvd	34th Ave	510-536-1310	Mon-Sat 8am-8pm/Sun 8am-6pm
Oakland	Longs/CVS #9226	3320 Fruitvale Ave	Montana St	510-530-0468	Mon-Sun 8am-10pm
Oakland	Longs/CVS #9378	4100 Redwood Rd	Mountain Blvd	510-531-0602	Mon-Sun 8am-9pm
Oakland	Gazzalis Supermarket #0001	7000 Bancroft Ave	70th Ave	510-569-8159	Mon-Sat 9:30am-6:30pm
Oakland	Low Fee Check Cashing #4	9818 International Blvd	98th Ave	510-569-3334	Mon-Sun 8am-9pm
Pinole	Food Maxx #466	1370 Fitzgerald Dr	Jovita Ln	510-243-8771	Mon-Sun 9am-9pm
Pinole	Lucky #742	1530 Fitzgerald Dr	Appian Way	510-758-0443	Mon-Sun 9am-9pm
Pinole	Longs/CVS #9299	1617 Canyon Dr	Appian Way	510-724-8880	Mon-Sun 8am-10pm
Richmond	Wal-Mart #3455	1400 Hilltop Mall Rd	Robert-Miller Dr	510-669-1342	Mon-Sat 8am-8pm / Sun 10am-6pm
Richmond	Ace Cash Express #4087	2300 Cutting Blvd	S 23rd St	510-236-3036	Mon-Fri 9am-8pm / Sat 9am-6pm
Richmond	Super Mercado La Raza Market	705 23rd St	Burbeck Ave	510-232-6025	Mon-Sun 8am-9pm
San Leandro	Long/CVS #9635	1550 E 14th St	Juana Ave	510-351-7957	Mon-Sun 8am-10pm
San Leandro	Wal-Mart #2648	1919 Davis St	Williams St	510-569-0200	Mon-Sun 7am-9pm
San Leandro	Lucky's #0767	1300 Fairmont Dr	Hesperian Blvd	510- 276-6905	Mon-Sun 6am-10pm
San Leandro	Telexpress	1793 E 14th St	Elsie Ave	510-352-1732	Mon-Sat 8:30am-9pm / Sun 8:30-7pm
San Leandro	Mi Rancho Supermarket (San Leandro) Inc	15850 E 14th St	159th Ave	510-274-5133	Mon-Sun 6am-8pm
San Leandro	Wal-Mart #5434	15555 Hesperian Blvd	Lewelling Blvd	510-351-0108	Mon-Sat 8am-8pm / Sun 10am-6pm

Current as 07/18/25 (For the most current list of locations, visit www.ebmud.com/paystations.)

Pay Station Locations

www.ebmud.com
1-866-403-2683



📍 EBMUD Authorized Pay Stations at MoneyGram Locations – No Customer Fees

MoneyGram services may close earlier than store. Please call ahead to ensure availability and cash restrictions.

CASH ONLY. Money orders and checks are not accepted. Change not always available at some locations. If your account is past due or your service has been turned off and needs to be restored, please call **1-866-403-2683** to provide us with your payment reference number after you make your payment at a location below. MoneyGram payee code 11628.

San Leandro	Long/CVS #9876	699 Lewelling Blvd	Washington Ave	510-351-0937	Mon-Sun 8am-9pm
San Lorenzo	Lucky #0768	15840 Hesperian Blvd	Grant Ave	510-276-6484	Mon-Sun 9am-9pm
San Pablo	Las Montanas Supermarket	13901 San Pablo Ave	Standard Ave	510-236-3478	Mon-Sun 7am-9pm
San Pablo	Food Maxx #411	13220 San Pablo Ave	Kirk Ln	510-232-1150	Mon-Sun 6am- 11pm
San Ramon	Wal-Mart #5610	9100 Alcosta Blvd	Village Parkway	925-364-9207	Mon-Sun 7am-11pm
San Ramon	Longs/CVS #9868	2455 San Ramon Valley Blvd	Canyon Creek Dr	925-820-7321	Mon-Sun 8am-11pm
Walnut Creek	Longs/CVS #9324	1960 Tice Valley Blvd	Rossmoor Pkwy	925- 947-6050	Mon-Fri 9am-8pm / Sat 10am-6pm / Sun 10am-5pm
Walnut Creek	Longs/CVS #9545	1123 S California Blvd	Olympic Blvd	925-933-9474	Mon-Sun 8am-11pm
Walnut Creek	Longs/CVS #9815	738 Bancroft Rd	Treat Blvd	925-938-8525	Mon-Sun 8am-11am

Dropbox Locations

www.ebmud.com
1-866-403-2683



↓ **EBMUD Dropbox** CHECK OR MONEY ORDER ONLY. Change is not available.

CITY	NAME	ADDRESS	CROSS STREET	COURTESY PHONE	COUNTER SERVICE	HOURS
Oakland	Drop Box – Admin Bldg – Outside Location	375 11th St	Franklin St	No	No	24 hours/day, 7 days/week
Oakland	Drop Box – Admin Bldg – Lobby Location	375 11th St	Franklin St	Yes	No	Mon-Fri 8am-4:30pm (Pickup daily)
Oakland	Drop Box – Adeline Maintenance Ctr	1100 21st St	Adeline St	No	No	Mon-Fri 8am-4:30pm (Pickup daily)



YOUR BILL IS PAST DUE

Call us now to avoid disruptions
to your water service **866-403-2683**

Monday–Friday, 8:00 am–4:30 pm

Need help?

- Set up a payment plan or extension
- Enroll in the Customer Assistance Program

Pay your bill ebmud.com/pay

Scan QR code with a smartphone camera to learn more:
ebmud.com/assistance





Your immediate attention is needed. Contact us to avoid disruptions to your water service.

請您立即關注並聯絡我們，以免您的供水服務中斷。

Se necesita su atención inmediata. Contáctenos para evitar interrupciones en su servicio de agua.

Quý vị cần chú ý ngay lập tức. Hãy liên lạc với chúng tôi để tránh gián đoạn dịch vụ cấp nước của quý vị.

Your bill is past due.



YOUR BILL IS PAST DUE

Call us now to avoid a lien being placed on your property **866-403-2683**

Monday–Friday, 8:00 am–4:30 pm

Need help?

- Set up a payment plan or extension
- Enroll in the Customer Assistance Program

Pay your bill ebmud.com/pay

Scan QR code with a smartphone camera to learn more:
ebmud.com/assistance





Your immediate attention is needed. Contact us to avoid a lien being placed on your property.

請您立即關注並聯絡我們，以免您的財產被留置。

Se necesita su atención inmediata. Póngase en contacto con nosotros para evitar que se imponga un gravamen sobre su propiedad.

Quý vị cần chú ý ngay lập tức. Hãy liên lạc với chúng tôi để tránh việc tài sản của quý vị bị giữ quyền thế chấp.

Your bill is past due.

Notice of Public Hearing: Proposed Changes to Water and Wastewater Rates

**REGULAR BOARD MEETING BEGINS AT 1:15 p.m.
TUESDAY, JUNE 10, 2025
375 11TH STREET, OAKLAND, CA 94607-4240**

For more information about the proposed Fiscal Year 2026 and Fiscal Year 2027 budget, rates, and charges for water and wastewater services, or about how to save water, contact us at

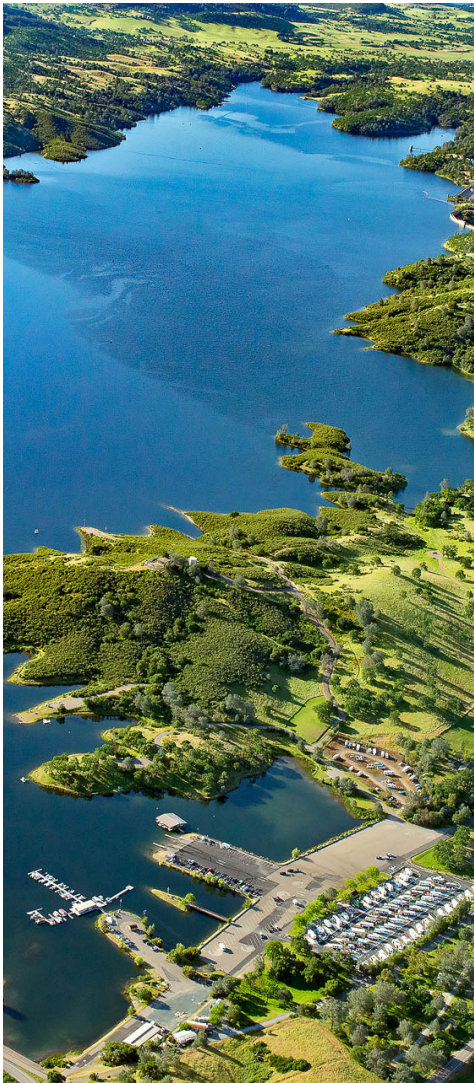
若要更多關於2026—2027財政年度預算、用水及排污費提案或如何節約用水的資訊，請用下列網址或電話

Para más información sobre propuestos cambios a las tarifas y servicios de agua y aguas residuales para los años fiscales 2026 y 2027, o sobre cómo ahorrar agua, contactenos a

ebmud.com/rates • 1-866-403-2683

FLORENCE WATERS
1243 PIPELINE ST
OAKLAND, CA 94607-1234

*If you are not responsible for paying an EBMUD bill,
please forward this notice to the EBMUD account holder
or property owner.*



Need help with your EBMUD bill?



Most customers are billed bimonthly for the previous two-months water use. Scan the QR code to learn how to read your EBMUD bill.

EBMUD ensures reliable water services for 1.4 million people and wastewater treatment for 740,000 people in the East Bay. EBMUD is committed to ensuring fair and reasonable rates. If you have trouble paying your EBMUD bill, please contact us right away.

For qualifying customers, EBMUD offers discounted rates through the Customer Assistance Program. Call 866-403-2683, Monday–Friday, 8:00 a.m.–4:30 p.m., or visit ebmud.com/assistance for payment plans, extensions, and other resources.



Strengthening fire readiness



EBMUD conducts log burns to safely reduce watershed wildfire risk.

Emergency preparedness is critical to providing essential water and wastewater services to our community. EBMUD works year-round to protect people, water quality, the environment and property. That starts with planning ahead to minimize risks and improve our readiness to respond.

During these late summer months, dry conditions remind us to be especially vigilant of wildfire danger.

Municipal water systems are not designed to fight wind-driven wildfires, and such a scenario would require an interagency response. EBMUD coordinates with city and county agencies, fire departments, and other partners. We reduce risk through vegetation management and fire road maintenance on our watershed and hydrant testing throughout our service area.

We top off neighborhood reservoirs on red flag days to ensure firefighters have access to maximum water supplies. Back-up electrical generators are installed at major facilities, and we proactively deploy mobile generators and portable pumps to other sites when power shutoffs are anticipated or blackouts occur.

EBMUD prepares throughout the year so we'll be ready to serve when you need us most. Learn more at ebmud.com/wildfire-preparedness.

EBMUD's annual wildfire preparedness, by the numbers:

17

Meetings with fire departments, partner agencies and elected officials*

150

Miles of fire roads maintained

200

Acres of vegetation maintained with mechanical treatments

10,000

Watershed acres grazed by cattle, sheep, goats and horses

26,000

Acres of Mokelumne River Watershed actively under restoration

31,000

Public fire hydrants in EBMUD's service area

24/7/365

When EBMUD operators monitor our system storage and water pressure

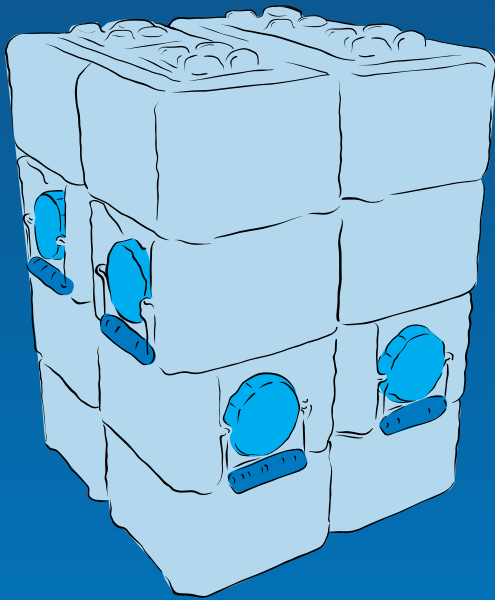
*so far in 2025

Be ready for emergencies and sign up for safety alerts.

EBMUD: ebmud.com/subscriptions | Alameda County: ACAlert.org | Contra Costa County: CWSAlerts.com/registration

ACT NOW TO PREPARE FOR EMERGENCIES

Personal emergency preparedness helps you and your loved ones stay safe and minimize risks during unexpected events at home, at work or while traveling. Having a plan, supplies and awareness ensures you will be able to respond quickly to natural disasters or accidents.



Take action today.

Learn more at ebmud.com/emergency-preparedness.

You can take several steps to support your personal safety and the well-being of others. Start with what you can manage now and build from there.

Sign up for public safety alerts from EBMUD and your county

See page 1 for web addresses.



Download the **MyShake** app for earthquake warnings and the **Watch Duty** app for wildfire alerts.

Store emergency water

We recommend two gallons per person per day for at least a week, plus more for pets.



Water is heavy. Five-gallon storage bricks (at left) are easier to move than a barrel.

Prepare go-bags with essentials

Non-perishable food, water, first-aid kit, medicines, eyeglasses, backup phone battery, flashlight, multitool, etc.



Keep basic supplies in a vehicle trunk for emergencies on the move.

Create family evacuation and communication plans

Coordinate evacuation routes, meeting points and emergency contacts.



Find recommendations at ready.gov.

Learn first aid and CPR



Register for classes at redcross.org and explore Community Emergency Response Team (CERT) training where you live.

Know how to shut off the natural gas line to your residence

The shutoff valve is normally near your gas meter on the front or side of your home.



Learn more at pge.com.

Coordinate with neighbors

Mutual assistance can be invaluable in an emergency.



Assess skills and resources among neighbors. Do you know a police officer, a medical professional, a mechanic? What about the neighbor who seems to have every tool you could think of in their garage?



P.O. Box 24055 • Oakland, CA 94623
866-403-2683
ebmud.com

EBMUD Mission Statement

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.

Connect with us:



Printed on recycled paper
S-O 2025 245 M

2024

ANNUAL WATER QUALITY REPORT **JANUARY THROUGH DECEMBER**

East Bay Municipal Utility District is pleased to report that in 2024 your drinking water quality met or surpassed every state and federal requirement that safeguards public health.



Water service you can count on

EBMUD works around the clock to deliver high-quality water to our customers from source to tap.

The primary water supply that serves 1.4 million East Bay customers begins as snow and rainfall on the 578-square mile Mokelumne River Watershed on the western slope of the Sierra Nevada in Alpine, Amador and Calaveras counties. This area is largely protected from human activity and consists mostly of national forests and undeveloped lands.

The Mokelumne River flows into Pardee Reservoir near Valley Springs, California. Three large aqueducts convey water 90 miles from Pardee Reservoir to our East Bay treatment facilities and terminal reservoirs (Briones, San Pablo, and Upper San Leandro) where some of it blends with local runoff before it is treated. Treated water is then delivered to the distribution system and to customers.

To meet customers water needs in dry years, EBMUD may draw water from other sources, such as the Sacramento River. We also support water conservation programs, invest in recycled water infrastructure, and collaborate with partners in San Joaquin County to develop groundwater banking and extraction capabilities to diversify our water supply portfolio to meet customer needs.

Flowing into the future

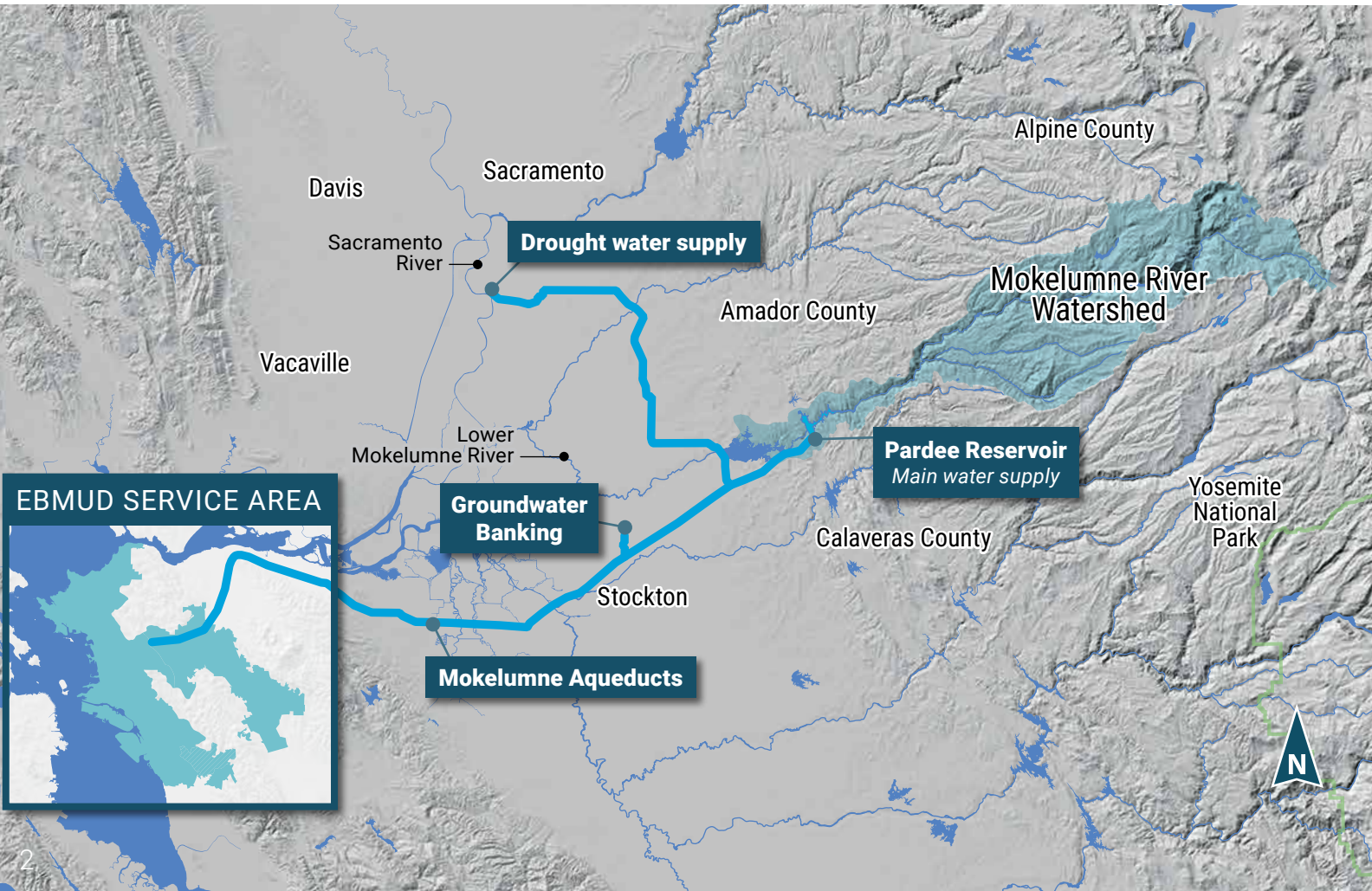
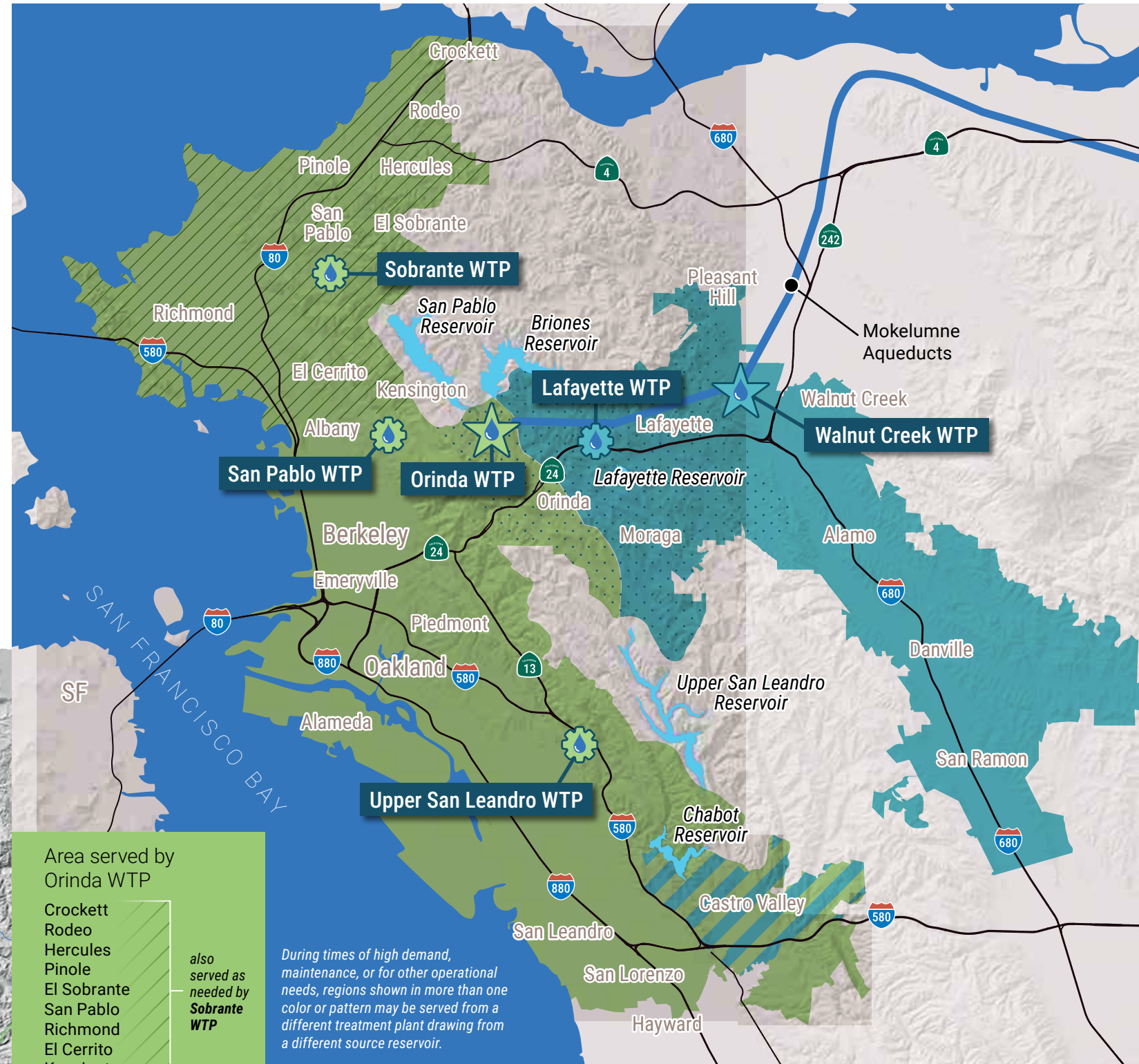
Drought, climate change and natural disasters have generated renewed interest in the reliability of our water supplies. Changing weather patterns and bigger swings between periods of heavy rainfall and multi-year drought pose ever-greater challenges. EBMUD plans far ahead for our region's water needs—currently through 2050—and has outlined actions to manage uncertainties and make the most of our natural resources.

EBMUD continually invests in our critical infrastructure to ensure the water services you depend on remain safe, reliable and affordable. Whether managing water supplies, upgrading water treatment plants, or replacing aging pipelines, we're always working to meet our community's needs.

A few of the dozens of essential infrastructure projects underway include:

- **Water Treatment Plant Upgrades** Multiyear improvements to modernize our water treatment plants will improve water disinfection, reliability, and resiliency against water quality fluctuations caused by climate change.
- **Reservoir Replacement and Rehabilitation** Several aging neighborhood water tanks are being improved or replaced to maintain service reliability and water quality.
- **Pipeline Rebuild** Replacing aging distribution pipelines before they break reduces water loss, customer outages, and potential damage to assets and the environment. EBMUD strategically identifies the most vulnerable pipelines and plans to replace nearly 300 miles of pipeline over the next decade.

EBMUD Service Area



Area served by Orinda WTP

- Crockett
- Rodeo
- Hercules
- Pinole
- El Sobrante
- San Pablo
- Richmond
- El Cerrito
- Kensington
- Orinda
- Moraga
- Piedmont
- Oakland
- Alameda
- San Leandro
- San Lorenzo
- Castro Valley
- Hayward
- Albany
- Berkeley
- Emeryville

also served as needed by Sobrante WTP

Area served by Walnut Creek WTP

- Orinda
- Moraga
- Lafayette
- Pleasant Hill
- Walnut Creek
- Alamo
- Danville
- San Ramon
- Castro Valley

also served as needed by Lafayette WTP

During times of high demand, maintenance, or for other operational needs, regions shown in more than one color or pattern may be served from a different treatment plant drawing from a different source reservoir.

	Water treatment plant (WTP)	Area served	Primary reservoir
YEAR-ROUND OPERATION	★ Orinda	[Green Box]	Pardee, Briones
	★ Walnut Creek	[Blue Box]	Pardee
SEASONAL OPERATION	⚙ Lafayette	[Dotted Box]	Pardee
	⚙ Sobrante	[Diagonal Lines Box]	San Pablo
	⚙ San Pablo	[Diagonal Lines Box]	San Pablo
	⚙ Upper San Leandro	[Diagonal Lines Box]	San Pablo and Upper San Leandro water treatment plants were out of service in 2024.

Source water protection

EBMUD conducts sanitary surveys of the Mokelumne River watershed and East Bay watersheds at least every five years to ensure the great quality of our water sources. These surveys identify potential sources of contaminants in the watersheds, analyze trends, and recommend watershed management practices to protect raw water quality. The most recent surveys were completed in 2021. Sources of potential contamination may include runoff following wildfires, geologic hazards, erosion, wildlife and livestock, sanitation facilities, recreation, urban storm water, and transportation corridors. Efforts to protect source waters from all potential contaminating activities are an integral part of EBMUD's water quality management. To review these reports, contact EBMUD or the State Water Resources Control Board (State Water Board).

Where your water is treated

EBMUD treats all tap water at one of our six water treatment plants in the East Bay. Having multiple plants gives us operational flexibility to supply all our customers with water all the time—even through plant maintenance outages and times of varying source water quality. As a result, customers receive water from different treatment plants at different times, as shown on the map on page 3. You can rest assured that EBMUD water always meets or exceeds rigorous quality standards.

What was detected and reported

In 2024, EBMUD treated raw water from multiple sources and consistently provided high-quality drinking water, meeting or surpassing every public health requirement set by the State Water Board and the U.S. Environmental Protection Agency (USEPA).

The tables on the following pages show the measured amounts of contaminants detected in 2024 or in the most recent year sampling was required. Samples were collected in EBMUD's source waters, at water treatment plants, in the distribution system, and at customer taps.

To ensure the safety of your drinking water, the water delivered to customers is treated and monitored continuously at the water treatment plants, and staff run hundreds of field water quality tests throughout our system daily. In addition, our certified laboratory conducts over 20,000 analytical tests each year for the presence of more than 100 substances, including microorganisms, pesticides, herbicides, asbestos, lead, copper, petroleum products, PFAS (Per- and polyfluoroalkyl substances), and byproducts of water treatment processes. This report only lists those detected at or above the state or federal level required for reporting. In this case, no news is good news! A complete list of all monitored parameters and results is available for download at www.ebmud.com/water-quality. Scroll down to the Annual Water Quality Report section where you will find a link to the *2024 All Parameters Data Table.pdf*.

The Water Data Tables, pages 6–8

Table 1 Regulated for public health

These contaminants are regulated to protect your health. They have maximum contaminant levels, known as primary MCLs, set by the State Water Board or the USEPA. These levels are set as close to the established public health goals as is economically and technologically feasible.

Table 2 Regulated for drinking water aesthetics

These contaminants are regulated to maintain aesthetic qualities such as taste, odor, and appearance of drinking water. They have maximum contaminant levels, also known as secondary MCLs, set by the State Water Board.

Table 3 Unregulated contaminants

These contaminants are not currently regulated. Some were sampled under the 5th Unregulated Contaminants Monitoring Rule (UCMR5) and must be reported, if detected. UCMR monitoring helps regulators determine where certain contaminants are present and whether the contaminants need to be regulated in the future. This table also includes other contaminants that have state notification levels (NLs). NLs are health-based advisory levels established by the State Water Board for chemicals in drinking water that do not require monitoring by water agencies and that lack enforceable maximum contaminant levels (MCLs). When chemicals are found at concentrations greater than their NL, certain requirements and recommendations apply.

Table 4 Other parameters of interest to customers

These water measurements, such as pH, hardness and alkalinity, may be of interest to customers.



Assistant Engineers Miles and Ellen are part of EBMUD's team making multiyear improvements to modernize our water treatment plants. Upgrades will improve water disinfection, reliability, and resiliency against water quality fluctuations caused by climate change.

How to read the water data tables

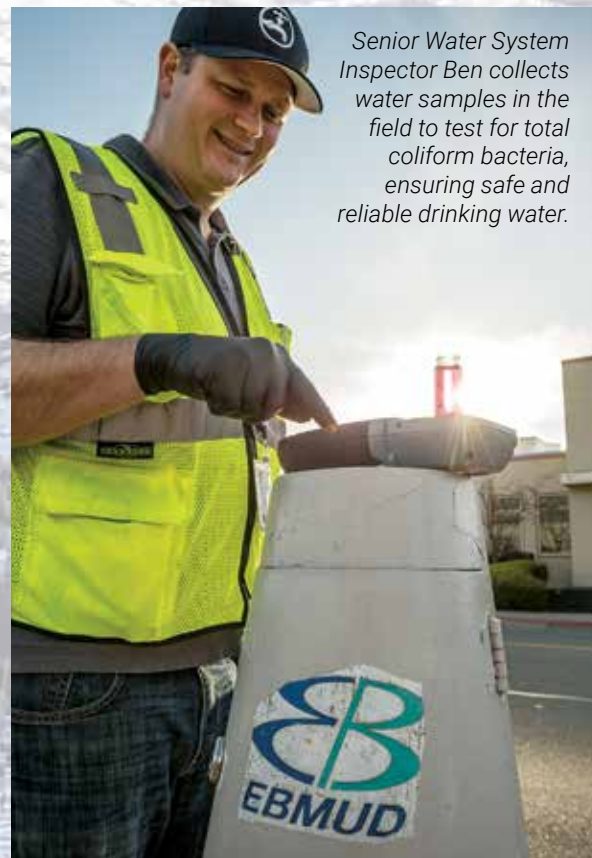
Find your location on the map on page 3. Note which water treatment plant(s) serve that area.

- 1** Go to **column 1** in the tables on pages 6–8 to find the contaminant you are interested in. Remember—no news is good news!
- 2** **Column 2** lists the state or federal goal. At that amount or lower, there is no known or expected risk to health from the contaminant's presence in drinking water. Not all listed contaminants have state or federal goals.
- 3** **Column 3** notes the highest amount the State Water Board or the USEPA allows. This amount is usually not as low as the public health goal in **column 2**.
- 4** **Column 4** lists the average amount detected across the EBMUD service area or at designated locations.
- 5** Find the column that corresponds to the water treatment plant(s) that serve you.
This is the range of concentration of the contaminant detected in your area's water.
- 6** The last column lists how the contaminant typically gets into your drinking water.

1	2	3	4	5	6			
Regulated for public health Primary MCL (Unit)	State or federal goal PWS, MCL (P or MRL) or MCLG	Highest amount allowed MCL, MRL, or AL	System average	EBMUD Results WATER TREATMENT PLANTS Individual Sample Results*				Typical sources
				Walnut Creek	Lafayette	Orinda	Sobramite	
Total Coliform, highest % found any month	0	TPP	NA	0.3%				Naturally present in the Environment
Turbidity Max (NTU)	NA	1	0.02	0.10	0.08	0.10	0.10	Soil runoff
Turbidity 95.3 NTU, lowest % of any month (%)	NA	TPP	100%	100%	100%	100%	100%	
Aluminum (ppb)	600	1,000	ND	ND	ND	ND	ND-128	Erosion of natural deposits; water treatment residue
Fluoride (ppm)	1	1.5	0.7	0.7-0.8	0.4-0.8	ND-0.8	0.4-0.7	Erosion of natural deposits; water additive that promotes strong teeth
Hexavalent Chromium†	0.1	0.1	ND	ND-0.2	ND-0.2	ND-0.2	0.1-0.2	Erosion of natural deposits; transformation of naturally occurring trivalent chromium to hexavalent chromium by natural processes
Copper (ppm)	0.3	1.3	NA	0 of 53 sample sites above AL, 95th percentile = ND, Range = ND-0.2				Internal corrosion of household plumbing system; erosion of natural deposits
Lead (ppm)	0.3	1.5	NA	0 of 53 sample sites above AL, 95th percentile = ND, Range = ND-13.3				Internal corrosion of household plumbing system; erosion of natural deposits
Iron (ppm)	0.3	1.5	0.1	0.1	0.1	0.1-0.8	ND-17	Erosion of natural deposits
Phosphorus (ppb)	0.1	1.0	0.1	0.1	0.1	0.1	0.1-1.8	Runoff from urban areas
Thiophene (ppm)	0.1	1.0	0.1	0.1	0.1	0.1	0.1-1.8	Runoff from urban areas

EBMUD 2024 Annual Water Quality Report

In 2024, your drinking water was consistently the highest quality, surpassing every public health requirement set by the State Water Resources Control Board Division of Drinking Water and the U.S. Environmental Protection Agency.



Senior Water System Inspector Ben collects water samples in the field to test for total coliform bacteria, ensuring safe and reliable drinking water.

1	Regulated for public health Primary MCL (Unit)	State or federal goal PHG, MCLG or MRDLG	Highest amount allowed MCL, MRDL or AL	EBMUD Results					Typical sources
				System average	WATER TREATMENT PLANTS Individual Sample Results ^A				
				Walnut Creek	Lafayette	Orinda	Sobrante		
Microbiological	Total Coliform, highest % found any month	0	TT ^B	NA	0.3%				Naturally present in the environment
	Turbidity Max (NTU)	NA	1	0.02	0.10	0.08	0.10	0.10	Soil runoff
	Turbidity ≤0.3 NTU, lowest % of any month (%)	NA	TT ^C	100%	100%	100%	100%	100%	
Inorganic	Aluminum (ppb)	600	1,000	ND	ND	ND	ND	ND - 128	Erosion of natural deposits; water treatment residue
	Fluoride ^D (ppm)	1	2	0.7	0.7 - 0.8	0.6 - 0.8	ND - 0.8	0.6 - 0.7	Erosion of natural deposits; water additive that promotes strong teeth
	Hexavalent Chromium ^E (ppb)	0.02	10	ND	ND - 0.2	ND - 0.2	ND - 0.2	0.1 - 0.2	Erosion of natural deposits; transformation of naturally occurring trivalent chromium to hexavalent chromium by natural processes
Lead and Copper	Copper (ppm)	0.3	1.3	NA	0 of 53 sample sites above AL, 90th percentile = ND, Range = ND - 0.2				Internal corrosion of household plumbing system, erosion of natural deposits
	Lead (ppb)	0.2	15	NA	0 of 53 sample sites above AL, 90th percentile = ND, Range = ND - 13.3				Internal corrosion of household plumbing system, erosion of natural deposits
Radio-nuclides	Gross Beta Particle Activity (pCi/L)	0	50 ^F	6.1	6.3	6.3	5.1 - 6.3	ND - 17	Erosion of natural deposits
D/DBPs	Bromate (ppb)	0.1	10	1.3 ^G	NA	NA	NA	ND - 2.8	By-product of drinking water disinfection
	Chloramine as chlorine ^H (ppm)	4	4	2.5 ^G	0.06 - 3.73				Drinking water disinfectant added for treatment
	Control of DBP precursors/TOC (NA)	NA	TT ^I	NA	NA	NA	NA	met requirement	Various natural and man-made sources
	Haloacetic acids, 5 species (ppb) ^K	NA	60	49 ^J	20 - 44	22 - 35	18 - 42	25 - 53	By-product of drinking water disinfection
	Trihalomethanes (ppb) ^K	NA	80	58 ^J	33 - 60	26 - 60	35 - 68	24 - 48	By-product of drinking water disinfection

2	Regulated for drinking water aesthetics Secondary MCL (Unit)	State or federal goal PHG or MCLG	Highest amount allowed MCL	EBMUD Results					Typical sources
				System average	WATER TREATMENT PLANTS Individual Sample Results ^A				
				Walnut Creek	Lafayette	Orinda	Sobrante		
	Aluminum (ppb)	600	200	ND	ND	ND	ND	ND - 128	Erosion of natural deposits; water treatment residue
	Chloride (ppm)	NA	250	6	4	4	4 - 5	12 - 16	Runoff/leaching from natural deposits
	Specific conductance (µS/cm)	NA	900	106	53	61	57 - 130	270	Substances that form ions when in water
	Sulfate (ppm)	NA	250	7	1 - 2	1 - 2	1 - 10	30 - 39	Runoff/leaching from natural deposits
	Total dissolved solids (ppm)	NA	500	59	ND - 54	ND - 53	ND - 83	140 - 180	Runoff/leaching from natural deposits

Notes

- A** San Pablo and Upper San Leandro water treatment plants were out of service in 2024.
- B** The Treatment Technique for total coliform triggers follow-up actions if percent of samples positive for total coliform in any month exceeds 5%.
- C** The Treatment Technique for turbidity requires that at least 95% of water samples collected each month at each water treatment plant be less than 0.3 NTU.
- D** See **page 10** of 2024 Annual Water Quality Report for additional information about fluoride in drinking water.
- E** There are new regulations for hexavalent chromium. See **page 9** for more information.
- F** The State Water Resources Control Board considers 50 pCi/L to be the level of concern for beta particles. Results are from the most recent sampling event which may have occurred in previous years.
- G** This value is the highest running annual average, on which compliance is based. The values shown under Water Treatment Plants are the range of individual sample results.
- H** Chloramine residuals in the distribution system are measured as an equivalent quantity of chlorine. When chloramine residual cannot be detected, the sample is further analyzed to ensure that the microbiological water quality is in compliance with regulations.
- I** The Treatment Technique to control DBP precursors requires removal of a certain percent of the TOC. This only applies to the Sobrante Water Treatment Plant. See Table 4 for TOC sample results.
- J** This value is the highest running annual average at a single location, on which compliance is based.
- K** These data are collected in the distribution system. The sample locations are assigned to the most representative water treatment plant, but the data may also represent water from another plant.

Key Terms

- AL** Regulatory Action Level. The concentration which, if exceeded, triggers treatment or other requirements that a water system must follow.
- DBP** Disinfection By-Products. These are formed when chlorine and/or ozone reacts with natural constituents in water. Trihalomethanes (THMs), haloacetic acids (HAAs), chlorate, and bromate are disinfection by-products.
- D/DBPs** Disinfectants and Disinfection By-products. Disinfectant residuals, disinfection byproducts and byproduct precursors.
- MCL** Maximum Contaminant Level. The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs or MCLGs as is economically and technologically feasible. Secondary MCLs address odor, taste and appearance of drinking water.
- MCLG** Maximum Contaminant Level Goal. The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.
- MRDL** Maximum Residual Disinfectant Level. The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- MRDLG** Maximum Residual Disinfectant Level Goal. The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- NA** Not Applicable.
- ND** Not Detected.
- Primary Drinking Water Standard** These standards regulate contaminants that affect health by setting MCLs, MRDLs, and Treatment Techniques (TT) along with their monitoring and reporting requirements.
- PHG** Public Health Goal. The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.
- TOC** Total Organic Carbon. A measure of organic content in the water.
- Turbidity** A measure of the cloudiness of water. Turbidity is monitored because it is a good indication of the effectiveness of our filtration systems.
- TT** Treatment Technique. A required process intended to reduce the level of a contaminant in drinking water.

Units

- gpg** grains per gallon
- NTU** Nephelometric Turbidity Unit. A measure of the cloudiness of water
- pCi/L** picoCuries per liter
- ppm** parts per million (milligrams per liter, mg/L). One ppm is like 1 second in 11.5 days.
- ppb** parts per billion (micrograms per liter, µg/L). One ppb is like 1 second in nearly 32 years.
- ppt** parts per trillion (nanograms per liter, ng/L). One ppt is like 1 second in nearly 32,000 years.
- µS/cm** microsiemens per centimeter. A measure of electrical conductance

3	Unregulated Contaminants No established MCL (Unit)	State Notification level	EBMUD Results				
			System average	WATER TREATMENT PLANTS <i>Individual Sample Results^A</i>			
			Walnut Creek	Lafayette	Orinda	Sobrante	
UCMR5	Perfluorobutanoic acid - PFBA (ppt) ^L	NA	ND	ND	ND	ND	ND - 5.1
Others ^M	Chlorate (ppb)	800	108	87	140	74 - 140	69 - 210
	N-Nitrosodimethylamine - NDMA ^K (ppt)	10	3.9 ^J	ND - 3.6	1.4 - 3.4	1.6 - 2.8	2.1 - 4.9

4	Other parameters of interest to customers (Unit)	EBMUD Results			
		WATER TREATMENT PLANTS <i>Individual Sample Results^A</i>			
		Walnut Creek	Lafayette	Orinda	Sobrante
Alkalinity, Total as CaCO3 (ppm)		17 - 25	19 - 25	18 - 42	67 - 85
Calcium (ppm)		4 - 6	4 - 6	4 - 10	18 - 23
Hardness as CaCO3	(gpg) ^N	1	1	1 - 2	4 - 6
	(ppm)	13 - 22	12 - 20	14 - 32	69 - 96
Magnesium (ppm)		1	1	1 - 2	6 - 8
pH (pH)		9.2 - 9.3	9.2 - 9.3	8.9 - 9.5	8.3 - 8.6
Potassium (ppm)		1	1	1	1
Silica (ppm)		8 - 12	9 - 12	8 - 12	9 - 10
TOC in source water (ppm)		1.3 - 1.7	1.3 - 1.7	1.3 - 3.3	3.4 - 5.1
TOC in treated water ^O (ppm)		-	-	-	2.2 - 3.1
Sodium (ppm)		5 - 6	5 - 6	4 - 12	21 - 26

Notes

- A** San Pablo and Upper San Leandro water treatment plants were out of service in 2024.
- J** This value is the highest running annual average at a single location, on which compliance is based.
- K** These data are collected in the distribution system. The sample locations are assigned to the most representative water treatment plant, but the data may also represent water from another plant.
- L** PFBA is not one of the 6 newly regulated PFAS compounds and it does not have an MCL.
- M** Parameters with a notification level.
- N** Grains per gallon (gpg) is a measure of water hardness. Knowing the amount can help improve the function of dishwasher, cooling equipment and other industrial processes. Refer to your appliance manufacturer's instruction manual for the optimum grains per gallon level.
- O** Walnut Creek, Lafayette, and Orinda water treatment plants are not required to monitor TOC. Their treated water TOC values are similar to or less than their source water.

Water quality regulations

This report reflects changes in drinking water regulatory requirements in 2024. To ensure that tap water is safe to drink, the State Water Board and the USEPA prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. California Department of Public Health (CDPH) and U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water that provide the same protection for public health. Additional information on bottled water is available on the CDPH website. (www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBPrograms/FoodSafetyProgram/Water.aspx)

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants**, such as viruses, bacteria and protozoa, such as *Cryptosporidium*, that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants**, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides**, that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants**, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, agricultural application and septic systems.
- Radioactive contaminants** that can be naturally occurring or be the result of oil and gas production and mining activities.

New regulations for Per and Polyfluoroalkyl Substances (PFAS) were adopted on April 10, 2024. This new regulation established monitoring requirements and drinking water health standards for 6 PFAS chemicals: PFOA, PFOS, PFBS, PFNA, HFPO-DA, and PFHxS. Water suppliers including EBMUD are required to sample for PFAS and if necessary, treat the water to ensure compliance. Initial monitoring must be done by 2027, and the standards must be met by 2029. EBMUD started initial PFAS monitoring in 2024 and will continue to monitor for these chemicals in our drinking water in 2025. All results so far have met the standards. For more information, please see the EBMUD informational page at www.ebmud.com/pfas.

New regulations for hexavalent chromium were adopted on October 1, 2024. The rule establishes a new health standards and lowers its analytical detection limit. Water systems must complete an initial monitoring by April 1, 2025. EBMUD has already completed its initial monitoring requirement and detected hexavalent chromium at concentrations well below the health standards, as shown in Table 1. Moving forward, EBMUD will continue to monitor annually. Improvements in laboratory methods have made it possible to detect hexavalent chromium at 10 times lower concentration than before. Thus, the very low, naturally occurring concentrations of hexavalent chromium in EBMUD source waters are now detectable and must be reported.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. Additional information about contaminants and potential health effects is available on the USEPA website



(www.epa.gov/ground-water-and-drinking-water). Contact your healthcare provider or visit the Centers for Disease Control and Prevention (CDC) website for guidelines on using tap water for health or medical purposes.

Vulnerable populations

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk to infection.

These people should seek advice about drinking water from their health care providers. USEPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and *Giardia* and other microbial contaminants are available on the CDC website. (www.cdc.gov/cryptosporidium/about/)

Cryptosporidium and Giardia

Cryptosporidium and *Giardia* are microbial pathogens (disease-causing organisms) that are naturally present in the environment and found in surface water throughout the United States. Although *Cryptosporidium* and *Giardia* are not detected in most EBMUD source water samples, they are occasionally detected and assumed to be present, at low levels, at all times. That's why we filter the water: filtration is highly effective in removing these contaminants. However, filtration cannot guarantee 100 percent removal.

Cryptosporidium and *Giardia* must be ingested to cause disease, and it may spread through means other than drinking water. Most healthy individuals can overcome the disease within a few weeks. However, immuno-compromised people, infants and small children, and the elderly are at greater risk of developing life-threatening illness. We encourage these individuals to consult their physician regarding appropriate precautions to take to avoid infection.

Emergency water storage

EBMUD prioritizes readiness for earthquakes, storms, wildfires, power outages and other emergencies. However, even with great preparation, disruptions in service may occur. Recovery of the public water system after a major disaster such as an earthquake will take time. EBMUD prepares for these emergencies and recommends that all Bay Area residents also prepare by storing emergency water to get through the immediate aftermath. EBMUD recommends at least two gallons per person per day for a minimum of seven days. Don't forget about pets.

Learn more about emergency water storage and other ways to prepare at www.ebmud.com/emergency-preparedness.



To ensure the safety of your drinking water, our laboratories conduct over 20,000 tests each year to monitor more than 100 substances. Here, Research Microbiologist Melissa examines a water sample under a microscope.

Lead in drinking water

There is no lead in the water supplied by EBMUD's water treatment plants. However, lead can get into drinking water in people's homes if old plumbing materials and pipes containing lead are in contact with the water.

Between 1942 and 1945, when copper and steel were in short supply due to the war efforts, EBMUD used lead for water service lines. These lead services have all been removed. In accordance with new federal requirements, EBMUD has gone back to these former lead service line locations to determine if any of them have galvanized iron pipes on the customer side. In some water systems, galvanized iron pipes had become contaminated with lead, and the lead can be released into the water. EBMUD testing indicates that this has not occurred in our water; however, these customers were notified in 2024 of this legacy situation and offered a free lead test. You can access EBMUD's inventory of former lead service lines here: www.ebmud.com/lead.

For nearly 100 years, we have maintained a corrosion control program to reduce lead leaching from our water mains and customer piping. We adjust the pH of the water as it leaves our treatment plants, and this treatment has been deemed optimal corrosion control treatment by the state of California for our system. Still, lead may be present as a legacy of older plumbing, particularly older plumbing within homes. According to the USEPA, homes built before 1986 are more likely to have plumbing or fixtures that contain lead.

During 2024, samples were taken from 53 homes and analyzed for lead and copper. The 90th percentile of these samples was less than the minimum reporting level of 5 ppb, and none of the samples were higher than the Action Level of 15 ppb. Results ranged from ND to 13.3 ppb. Due to low results, EBMUD samples for lead and copper every three years; the next monitoring will be performed in 2027. Complete data are available for review at www.ebmud.com/lead.

If you are concerned about elevated lead levels in your home's water, you may have your water tested. EBMUD offers our customers

one free lead test per year. Over 4,700 customers have requested a free lead test voucher since the program began in 2017. More than 90 percent of the lead concentrations from these customer

samples are below 1 ppb. Request a lead test voucher by calling Customer Service at 866-403-2683 or go to ebmud.com/contact-us and choose topic, "Lead sample voucher request."

A message on lead from the EPA

If present, lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. EBMUD is responsible for providing high-quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using an American National Standards Institute-certified filter to remove lead is effective. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water. Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead service line or galvanized requiring replacement service line, you may need to flush your pipes for a longer period. If you are concerned about lead in your water and wish to have your water tested, contact EBMUD. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at www.epa.gov/safewater/lead.


Fluoridation

EBMUD is required by state law to add fluoride to drinking water to help prevent dental decay in consumers. Current regulations require fluoride levels in the treated water be maintained between 0.6 and 1.2 ppm with an optimum dose of 0.7 ppm. Our monitoring showed that fluoride levels in the treated water distribution system averaged at the optimum dose of 0.7 ppm. According to the American Dental Association and CDC, it is safe to use optimally fluoridated water for preparing infant formula. If an infant is primarily fed infant formula prepared with fluoridated water, there may be an increased chance for mild enamel fluorosis, but enamel fluorosis does not affect the health of the infant or the health of the infant's teeth. To lessen this chance, deionized, purified, distilled or demineralized bottled water can be used. If you have additional questions about fluoride, contact your health provider. Additional information is available on the State Water Board (www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Fluoridation.html) and CDC websites. (www.cdc.gov/fluoridation)

Request a free lead test voucher
Call 866-403-2683 or email customerservice@ebmud.com



Chemist Kristin and other laboratory staff monitor EBMUD water to confirm it always meets or exceeds regulatory standards for safety and quality.



Report a water quality concern
Do you have a question or concern about your water quality?
Call 866-403-2683. EBMUD inspectors respond to calls within one business day regarding water which appears dirty, colored, has foreign particles or unusual taste or smell.



EBMUD's Pardee Reservoir in the Sierra Nevada foothills supplies water from the Mokelumne River. Here, a turbidity curtain near the outlet tower is deployed to improve water clarity and quality.



375 Eleventh Street
Oakland, CA 94607
1-866-403-2683
www.ebmud.com

How to contact EBMUD

For more information about water quality or to report a water quality concern, call 866-403-2683 or visit www.ebmud.com/waterquality.

If you would like this report mailed to you, email customerservice@ebmud.com or call 866-403-2683. View this report online at www.ebmud.com/wqr.

EBMUD has a seven-member Board of Directors publicly elected from wards within the EBMUD service area. We invite the public to participate in decisions affecting drinking water quality and other matters at its Board of Directors meetings held the second and fourth Tuesdays of each month. For more information, see www.ebmud.com/board-meetings.

General Manager
Clifford C. Chan

Additional contacts

State Water Resources Control Board Division of Drinking Water • 510-620-3474
www.waterboards.ca.gov/drinking_water/programs/

Alameda County Public Health Department • 510-267-8000 • www.acphd.org

Contra Costa Public Health Division • 925-608-5200 • www.cchealth.org

PUB. 148 3/25 2M ♻️ 30% Post-consumer waste

English

This is important information about your drinking water. Translate it, or speak with someone who understands it.

Spanish

Este documento contiene información importante sobre el agua potable que usted consume. Tradúzcalo o hable con alguien que lo entienda.

Chinese

這是有關您飲用水的重要資訊。請翻譯資訊，或與瞭解其內容的人討論。

Tagalog

Ito ay isang mahalagang impormasyon tungkol sa inyong iniinom na tubig. Isaling-wika ito, o makipag-usap sa isang tao na naiintindihan ito.

Vietnamese

Đây là thông tin quan trọng về nước uống của quý vị. Hãy chuyển ngữ tài liệu này, hoặc nói chuyện với người có thể hiểu về thông tin này.

Korean

여러분의 식수에 대한 중요한 정보입니다. 본 안내문을 번역하거나 내용을 이해하는 사람과 이야기하십시오.

Farsi

این متن حاوی اطلاعات مهمی درباره آب آشامیدنی شما است. آن را ترجمه کرده یا با فردی که آن را متوجه می شود صحبت کنید.

French

Ce sont des renseignements importants concernant votre eau potable. Traduisez-les ou parlez-en avec quelqu'un en mesure de les comprendre.

Hebrew

זהו מידע חשוב אודות מי השתייה שלכם. תרגמו אותו או פנו לאדם שיכול לקרוא

Hindi

यह महत्वपूर्ण जानकारी आपके पीने के पानी के बारे में है। इसका अनुवाद करें, या किसी ऐसे व्यक्ति से बात करें जो इसे समझता हो।

Arabic

هذه معلومات هامة حول مياه الشرب التي تتناولها. ترجمها، أو تحدث إلى شخص يستطيع فهمها.

Russian

Здесь представлена важная информация о качестве вашей питьевой воды. Переведите эту информацию или попросите человека, знающего английский язык, пересказать ее вам.

Japanese

これは、あなたの飲料水に関する重要な情報です。翻訳するか、理解できる方にご相談ください。

German

Dies ist eine wichtige Information zu Ihrem Trinkwasser. Übersetzen Sie sie oder sprechen Sie mit jemandem, der die Information versteht.

Portuguese

Este documento contém informações importantes sobre a sua água para consumo. Traduza-o ou fale com alguém que o compreenda.

Italian

Queste sono informazioni importanti sulla vostra acqua potabile. Fatele tradurre o parlate con qualcuno in grado di comprenderle.

Polish

Oto ważna informacja dotycząca wody pitnej. Należy ją przetłumaczyć lub poprosić o to osobę, która ją rozumie.

Urdu

یہ آپ کے پینے کے پانی کے بارے میں اہم معلومات ہے۔ اس کا ترجمہ کریں، یا اسے سمجھنے والے کسی شخص سے بات کریں۔

Khmer

នេះគឺជាព័ត៌មានសំខាន់ អំពីទឹកផឹករបស់អ្នក។ សូមអានឱ្យប្រុងប្រយ័ត្ន ឬពិគ្រោះជាមួយនឹងអ្នកណាដែលយល់។

Gujarati

આ તમારા પીવાના પાણી વિશે મહત્વની માહિતી છે. તેનું ભાષાંતર કરો અથવા કોઈક એવી વ્યક્તિ સાથે વાત કરો જે તેને સમજતી હોય.

Tamil

இது உங்கள் குடிநீர் பற்றிய முக்கியமான தகவல். அதை மொழிபெயர்க்கவும் அல்லது அதை புரிந்துகொண்ட ஒருவருடன் பேசவும்.

Bengali

এটা আপনার পানি/জল পান করা সম্পর্কে তথ্য। এটা অনুবাদ করুন, অথবা এমন কারও সঙ্গে কথা বলুন যিনি এটা বোঝেন।

Punjabi

ਇਹ ਤੁਹਾਡੇ ਪੀਣ ਵਾਲੇ ਪਾਣੀ ਨਾਲ ਸੰਬੰਧਤ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ। ਇਸ ਦਾ ਅਨੁਵਾਦ ਕਰੋ, ਜਾਂ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਨਾਲ ਗੱਲ ਕਰੋ ਜੋ ਇਸ ਨੂੰ ਸਮਝਦਾ ਹੈ।

Telugu

ఇది మీ త్రాగునీటి గురించి ముఖ్యమైన సమాచారం. దీనిని అనువదించండి లేదా దీనిని అర్థం చేసుకునే ఎవరితోనైనా మాట్లాడండి.

Armenian

Ասիկա կարեւոր տեղեկութիւն է ձեր խմելիք ջրերի մասին: Թարգմանե՛ք զայն, կամ խօսեցե՛ք մէկու մը հետ, որ կը հասկնայ զայն:

EXHIBIT K

DISTRICT OBSERVED HOLIDAYS

The District observes the following holidays during which offices will be closed:

New Year's Day – January 1, 2025

Martin Luther King Jr. Day – January 20, 2025

Lincoln's Birthday – February 12, 2025

Washington's Birthday – February 17, 2025

Cesar Chavez's Birthday – March 31, 2025

Memorial Day – May 26, 2025

Juneteenth – June 19, 2025

Independence Day – July 4, 2025

Labor Day – September 1, 2025

Columbus Day and Indigenous Peoples' Day – October 13, 2025

Veterans Day – November 11, 2025

Thanksgiving Day – November 27, 2025

Day After Thanksgiving – November 28, 2025

Christmas Day – December 25, 2025

Day After Christmas – December 26, 2025