



Consent Item 11

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP Marketing and Account Services

SUBJECT: Consulting Services Agreement for Brand and Visual Identity Services with Landscape Studio LLC

DATE: February 15, 2023

Recommendation

Adopt a Resolution authorizing the CEO to negotiate and execute an Agreement for brand and visual identity services with Landscape Studio LLC for the purpose of accelerating customer engagement for the contract period of one year, with an option to extend one additional year, in the amount not to exceed \$300,000.

Background and Discussion

East Bay Community Energy started service to customers in 2018. As an “opt out” program, the focus of customer communications was education and no call to action. We have since developed many “opt in” programs that require us evolve the way in which we position ourselves, communicate information, and engage with customers. We must revisit our brand position and visual identity in order to accelerate our customer engagement and drive impactful actions around decarbonization.

A Request for Proposals (“RFP”) was issued on December 15, 2022, asking for proposal to support an evolution of the EBCE brand identity. The RFP was distributed to 6-10 agencies that were part of the due diligence when establishing an appropriate scope for the work. Additionally, the RFP was posted to the website and emailed to all users on EBCE’s “Solicitations” email distribution list.

Bidders were given an opportunity to ask questions no later than December 22, 2022. Responses to questions received were posted on December 23, 2022. We received 12 proposals by the deadline of January 17, 2023. Those 12 proposals were reviewed and scored by Annie Henderson, VP of Marketing and Account Services, and Theresa McDermit, Head of Brand. Based on the scores, 6 vendors were asked to interview with a panel of members from the Marketing

and Account Services team. Each interview was one hour and took place the week of January 22, 2023.

As a result of the interviews, Landscape Studio LLC was selected as the top bidder and reference checks were conducted. Staff is refining the details of the scope of work, schedule, and final costs with the intention of putting a Consulting Services Agreement in place with Landscape, based on board approval to negotiate and execute an Agreement.

Fiscal Impact

The contract is budgeted at an amount not to exceed \$300,000 and will be billed based on project milestones.

Attachment

- A. Resolution authorizing the CEO to negotiate, execute, and extend, if desired, an Agreement with Landscape Studio LLC to provide brand and visual identity assistance that will accelerate customer engagement
- B. RFP for Evolution of Brand Identity

RESOLUTION NO. R.xxxxx

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH
LANDSCAPE STUDIO LLC TO PROVIDE BRAND AND VISUAL IDENTITY ASSISTANCE
THAT WILL ACCELERATE CUSTOMER ENGAGEMENT**

WHEREAS, The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS, East Bay Community Energy began service to customers in late 2018 and launched its brand and customer communications with a focus on education and retention. Since that time, EBCE has increased awareness amongst customers and launched several programs that ask customers to take action to decarbonize aspects of their lifestyle. EBCE is now at a point where we need to expand our engagement with customers to accelerate the adoption of our program. To do this, we need to revisit our brand position and visual identity,

WHEREAS, a request for proposals for support of the brand identity evolution was posted on December 15, 2022 and asked for responses by January 17, 2023. EBCE staff reviewed proposals, interviewed a selection of respondents based on criteria stated in the RFP, and identified the successful bidder - Landscape Studio LLC, a boutique brand strategy and design studio located in San Francisco - subject to entering into a mutually acceptable Consulting Services Agreement, and

WHEREAS, EBCE is currently refining the scope, schedule, and cost of the Agreement, but wishes to move forward with board approval to authorize the CEO to negotiate, execute, and extend, if desired, an Agreement so as to optimize the overall timeline.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorize CEO to negotiate, execute, and extend, if desired, a Consulting Services Agreement with Landscape Studio LLC to assist with the evolution of the brand and visual identity with a total amount not to exceed \$300,000 for a term of one (1) year, with the right to extend for one (1) additional year. The Agreement must be approved by General Counsel.

ADOPTED AND APPROVED this 15th day of February, 2023.

Jen Cavanaugh, Acting Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



REQUEST FOR PROPOSAL

For

East Bay Community Energy Authority

Brand Identity Evolution

RESPONSE DUE

by

5 pm

on

Jan 17, 2023

For complete information regarding this project, see RFP posted at ebce.org or contact the EBCE representative listed below. Thank you for your interest!

Theresa McDermitt | Head of Brand, EBCE
510.641.0957
tmcdermit@ebce.org

**EAST BAY COMMUNITY ENERGY
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
East Bay Community Energy Authority:
Brand Identity Evolution**

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STATEMENT OF WORK

1. BACKGROUND

East Bay Community Energy (EBCE) is a non-profit public agency providing Alameda County and the City of Tracy with renewable energy at competitive rates. Since our launch in 2018, both our service area and our ambitions have grown. To better serve this growth, we are evolving our brand expression and seek a partner to support us on this journey.

The two main drivers of our evolution are:

Service Area Expansion

Beginning in 2024, EBCE will serve the City of Stockton. With the inclusion of Stockton, EBCE will serve over 1.9 million customers, an increase in our annual load and number of accounts of 20% and 17% respectively. Best positioning ourselves to serve this large new customer base outside of our traditional “East Bay” geography is one driver of our brand evolution.

Programs Expansion

In addition to provisioning cleaner power for our customers, we now support a variety of programs that drive electrification of new and existing infrastructure to reduce the use of fossil fuels. Many of these programs are aimed at individual consumers. Others target businesses or municipalities. Representative programs include:

- Solar w/back up (Resilient Home)
- Induction cooktop lending program (Clean Cooking)
- Energy efficiency financing (Health-e Home)
- Light-, medium-, and heavy-duty fleet electrification
- Gap funding and technical assistance to cities and school districts installing energy efficient heating systems
- Rebates on portable battery stations for medical baseline customers to ensure continued access to crucial medical equipment during a grid outage

Visit ebce.org for more information about our [residential](#) and [business](#) programs.

Additionally, we are in the early stages of building out an electric vehicle (EV) charging network that will focus on underserved locations, such as multi-family housing units. These chargers are the first EBCE-owned consumer-facing infrastructure and represent a new, physical way that the public will interact with our brand.

2. GOALS

We seek a firm that will partner with us to create a fresh, compelling brand identity that:

- Increases customer engagement
- Positions us as a credible source of information in the clean energy ecosystem
- Is flexible enough to work across multiple applications and appeal to multiple audiences
- Provides room for our continued growth and the evolution of our services

3. SCOPE OF WORK

The high level deliverables for this agreement are:

1. Brand name (naming ideation and testing)*
2. Brand identity system
3. Brand guidelines
4. Updated creative assets (for select applications, see below)
5. Website exploration

Scope detail:

Brand Name

We recognize that our current name may not be ideally suited to drive our ongoing geographic and service expansion. While we are not determined to change our name, we are open to it.

*Because we are unsure if naming will ultimately be a part of this scope, we ask that respondents conceive of and price this aspect of the work (name ideation, testing, etc.) separately.

Brand Identity System

The visual identity system should include (but not necessarily be limited to) the following:

- Logo
- Graphic elements
- Color palette
- Typography and Fonts
- Illustration style
- Photography style
- Voice/tone refinement
- Video style

Brand Guidelines

The visual brand guidelines should include (but not necessarily be limited to) the following:

- Usage guidance, clearspace, and lockups for all logos, wordmarks, campaigns, design elements
- Color palette and usage guidelines
- Typography guidelines, visual hierarchy
- Rationale and examples for illustration and photography styles

Updated Creative Assets

Create functional templates by applying the creative identity to the following core assets:

- Powerpoint
- Google Slides
- Social media posts (Facebook, Instagram, Twitter, LinkedIn)
- Business card
- Press release
- Letterhead

Website Exploration

In scope for this agreement is an exploration / recommendation for how our website can better serve our goals and how the evolved brand identity should come to life on the site. For this phase of work, we request:

- 2 - 3 different UX concepts, each illustrated by representative wireframes

Full website redesign and coding will be addressed in subsequent phases of work and are outside the scope of this project.

4. TERM OF AGREEMENT

The initial term of the Agreement(s) will be for one (1) year, though EBCE anticipates a shorter timeline to completion of this scope. EBCE reserves the right to extend the agreement(s) for one (1) additional year.

5. STATEMENT OF REQUIREMENTS

- 5.1. The successful proposal must demonstrate that the Bidder has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of work.

- 5.2. Bidder must show a record of successful brand strategy and identity development as provided in its description of Qualifications

6. QUALIFICATIONS

6.1. Minimum Qualifications

- Record of successful brand strategy and identity work
- Minimum of 5 years in business

7. CONSULTANT SERVICES

- 7.1. EBCE intends to award one Consulting Services Agreement based upon the highest-ranked score from the technical criteria listed below.

8. PROPOSED CALENDAR OF EVENTS

	Action	Date
1.	Issuance of RFP	December 15, 2022
2.	Deadline for questions/clarifications	December 22, 2022
3.	Question responses posted online	December 23, 2022
4.	Deadline to submit proposals	January 17, 2022
5.	Proposal evaluation complete	January 20, 2022
6.	Interviews with down-selected bidders	January 23 - 27, 2022
7.	Selection and notification of finalist	January 30, 2022
8.	Final negotiations and/or best and final offer	February 7, 2022
9.	Award of Contract by Board of Directors (only if required by Procurement Policy, i.e. contracts >\$100,000 for 1 yr)	February 15, 2022

9. PROCEDURES, TERMS, AND CONDITIONS

GENERAL

Incurring Cost

This RFP does not commit EBCE to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

Claims Against EBCE

Neither your organization nor any of your representatives will have any claims whatsoever against EBCE or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between EBCE and your organization.

Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals.

Basis for Proposal

Only information supplied by EBCE in writing by the Contact in connection with this RFP should be used as the basis for the preparation of Consultant(s)'s proposal.

Form of Proposals

Proposals must be submitted electronically by e-mail to tmcdernit@ebce.org.

Amended Proposals

Bidders may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. The Contact will not merge, collate, or assemble proposal materials.

Withdrawal of Proposal

Bidders may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Consultant(s) must submit a written withdrawal request signed by the Consultant(s)'s duly authorized representative addressed to and submitted to the Contact.

Late Responses

To be considered, proposals must be received electronically by email and (optional) in person or via courier/mail or to the place specified by January 17, 2023. No late responses will be considered.

California Public Records Act (CPRA)

All proposals become the property of EBCE, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant(s) proprietary information is contained in documents submitted to EBCE, and Consultant(s) claims that such information falls within one or more CPRA exemptions, Consultant(s) must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, EBCE will make best efforts to provide notice to Consultant(s) prior to such

disclosure. If Consultant(s) contends that any documents are exempt from the California Public Records Act (CPRA) and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before EBCE's deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within EBCE's deadline for responding to the CPRA request, EBCE may disclose the requested information.

Consultant(s) further agrees that it shall defend, indemnify, and hold EBCE or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from EBCE's assertion of an exemption or privilege as a basis for withholding any information marked confidential by the Consultant(s).

DO NOT MARK YOUR ENTIRE BID CONFIDENTIAL. ONLY MARK THOSE PAGES THAT YOU BELIEVE CONTAIN PROPRIETARY INFORMATION.

Confidentiality

All data and information obtained from or on behalf of EBCE by the Consultant(s) and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Consultant(s) and its agents as confidential. The Consultant(s) and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from EBCE.

Generally, each proposal and all documentation, including financial information, submitted by a Consultant(s) to EBCE is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

Electronic Mail Address

All communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Bidders agree to provide the Contact with a valid e-mail address to receive this communication.

EBCE Rights

EBCE and its Contact reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;

- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Bidders;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant(s) without liability, and negotiate with other Consultant(s);
- k. Disqualify any Consultant(s) on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to EBCE;
- l. Eliminate, reject, or disqualify a proposal of any Consultant(s) who is not a responsible Consultant(s) or fails to submit a responsive offer as determined solely by EBCE or its representative; or
- m. Accept all or a portion of a Consultant(s)'s proposal.

Supplier Diversity

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Bidders that execute a contract with EBCE will be required to complete a Supplier Diversity Questionnaire. EBCE will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information will not impact the selection process or good standing of executed contracts.

EBCE encourages all eligible parties to get certified with the CPUC as a women, minority, disabled veteran and/or LGBT owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or EBCE, or as deemed appropriate by EBCE. Proposals must provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or EBCE may waive minor irregularities in proposals if doing so would be in the best interest of EBCE. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with the RFP requirements.

The review/evaluation team will select the proposal that offers the greatest value to EBCE based on an analysis of the following criteria:

	Technical Evaluation Criteria	Points
1.	Description of Approach, Work Plan, and Schedule	30
2.	Relevant Experience and References' Statements	20
3.	Scope of Services Available	15
4.	Price	15
5.	Quality of Portfolio	10
6.	EBCE Special Procurement Preferences <ul style="list-style-type: none"> ● Bidder Location - EBCE Service Area ● Bidder Location - Disadvantaged Community ● Union Labor ● Disabled-enteran Owned Business 	10
	TOTAL	100

In addition to these technical evaluation criteria, EBCE will also consider a set of Special Procurement Preferences, outlined in our Administrative Procurement Policy.

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors as determined to be in the best interest of EBCE. EBCE will not be bound to award the contract(s) based solely on the lowest bid submitted.

EBCE's form of a Consulting Services Agreement is attached as **Attachment B** and includes EBCE's current insurance requirements. Please note that these requirements are subject to change by EBCE prior to execution of a contract with a selected Bidder and may require annual updating during the term of a Consulting Services Agreement.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), EBCE reserves the right to further negotiate the proposed work and/or method and amount of compensation.

10. INSTRUCTIONS TO BIDDERS

EBCE CONTACT

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded. Bidders must not have any contact with EBCE personnel nor should they lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFP may result in disqualification of the bidder.

All questions regarding these specifications, terms and conditions are to be submitted via e-mail, by 2:00 p.m. PST on Thursday, December 22, 2022 to:

Attn: Theresa McDermit
East Bay Community Energy
E-Mail: tmcdermit@ebce.org

The EBCE website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.ebce.org/solicitations> to view current opportunities.

SUBMITTAL OF PROPOSALS

All bids must be received electronically by East Bay Community Energy by 5:00 p.m. on January 17, 2023. Bids will be received only at the addresses shown below. Any bid received after that time and date or at a place other than the stated address will not be considered. **Bids must be submitted in a non-alterable format such as a .pdf.**

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
 - a. Theresa McDermit, Head of Brand - EBCE: tmcdermit@ebce.org
2. Bidders are responsible for all of their costs required for the preparation and submission of a bid.
3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” means, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
4. All other information regarding the bid responses will be held as confidential until the Review Committee has completed its evaluation, a recommended award has been made by the EBCE Board of Directors, and the contract has been fully negotiated.
5. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

6. Bidder 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.), EBCE will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant(s) may be subject to criminal prosecution.
7. The undersigned Bidder certifies that it is, at the time of bidding, and throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
8. It is understood that EBCE reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one-hundred and eighty (180) days, unless otherwise specified in the Bid Documents.

REQUIRED INFORMATION AND PROPOSAL FORMAT

Bid responses are to be straightforward, clear, concise and specific to the information requested. All of the specific documentation listed below is required to be submitted in order for a bid to be deemed complete. Bidders shall submit all documentation in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Executive Summary, Qualifications, Key Personnel, etc.).

Table of Contents: Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.

Executive Summary: Bid responses shall include a brief company description and relevant services. This summary should not exceed one (1) page.

Qualifications: Description of at least three (3) similar projects including date of services, not to exceed six (6) pages.

Approach: High level work plan that shows how the bidder will meet EBCE’s objectives. Also include any suggestions for additions or modifications to the scope of this proposal that would add value to the project. Not to exceed four (6) pages.

Schedule: Provide a schedule with key milestones or benchmarks along with required levels of EBCE staff time, not to exceed one (1) page.

Key Personnel: Bid responses shall identify the lead contact and include a complete list of all key personnel associated with the proposal RFP, not to exceed one (1) page.

For each person on the list, the following information shall be included:

- The person's job title and years of employment with Bidder;
- The role that the person will play in connection with the RFP;
- Telephone and e-mail address; and,
- Person's relevant experience, certifications, and/or merits.

Cost Estimate: Bidder shall include cost estimates in one of the following manners, not to exceed two (2) pages:

- Bidder fee structure
 - Time and Materials: list hourly rate for each Key Personnel and Not to Exceed amount
 - Flat Fee: Bidder may indicate a fixed, flat fee with progress payments based on key milestones
- Direct and reimbursable expenses, if any

References: Bidders are to provide references for the projects listed under the Qualifications sections. Bidders must verify the contact information for all references provided is current and valid. References must include:

- company name,
- contact person name,
- email, and
- telephone number

Bidders are encouraged to notify all references that responsible EBCE staff may be contacting them to obtain a reference. EBCE staff may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. EBCE staff reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process. Reference list should not exceed one (1) page.

Section	Page Limit
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Approach	6
Schedule	1

Key Personnel	1
Cost Estimate	2
References	1

Attachment A
EBCE Consulting Services Agreement

This attachment is hosted on the RFP webpage and hereby made part of this RFP.