



## **REQUEST FOR PROPOSAL**

**For**

### **Ava Community Energy Authority**

**Creative Services including Graphic Design, Photography, Videography,  
and Exhibit Booth Design & Staffing**

### **RESPONSE DUE**

by

**5:00pm**

on

**May 8, 2024**

**For complete information regarding this project, see RFP posted at [avaenergy.org](http://avaenergy.org) or contact the Ava representative listed below. Thank you for your interest!**

Dan Lieberman | Director of Marketing, Ava  
925-579-1591

[dlieberman@avaenergy.org](mailto:dlieberman@avaenergy.org)

**AVA COMMUNITY ENERGY  
REQUEST FOR PROPOSAL  
SPECIFICATIONS, TERMS & CONDITIONS  
for**

**Ava Community Energy Authority:  
Creative Services including Graphic Design, Photography, Videography,  
and Exhibit Booth Design & Staffing**

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## **STATEMENT OF WORK**

Ava Community Energy (Ava) is seeking proposals from qualified firms or individuals (“Vendor”) to provide a variety of marketing support services including, but not limited to: Graphic Design, Photography, Videography, and Exhibit Booth Design & Staffing. The objective of this solicitation is to identify a pool of on-demand resources (which may be wholly within a firm or include multiple firms) that Ava can utilize as needed. Vendors can submit proposals for one or more sections of this solicitation. The proposing Vendor shall have relevant expertise, experience, and an approach that demonstrates its ability to provide the required service(s). The successful Vendor(s) will assist with the areas listed below:

- Graphic design services for print collateral, website, and other outreach materials
- Photography and/or videography services to aid Ava in the visual aspects of our brand identity. Common use cases include website, social media, advertising, and printed collateral
- Assistance in designing high-impact modular exhibit booths and exhibits for outreach events, and occasional staffing assistance at events

Both the type and volume of Ava’s marketing efforts have evolved in recent years. We now seek qualified partners to augment the expertise of Ava staff on both an ongoing and ad hoc basis, as determined by the specific service.

As a result of this RFP, Ava intends to award one or more on-call Vendor agreements based upon the highest-ranked scores as described in section seven (7).

### **1. BACKGROUND**

Ava is a not-for-profit public agency that operates a Community Choice Energy program for Alameda County and San Joaquin County with sixteen incorporated cities, serving more than 640,000 residential and commercial customers throughout the county. Ava initiated service in June 2018 and is one of 24 community choice aggregation (CCA) programs operating in California. CCAs are expediting the climate action goals of their communities and those of California. Ava is committed to providing clean power at competitive rates while reinvesting in our local communities. For more information about Ava Community Energy, visit <https://avaenergy.org/>

### **2. TERM OF AGREEMENT**

The initial term of the Agreement(s) will be for 1 year. Ava reserves the right to extend the agreement(s) for 4 additional years.

### **3. STATEMENT OF REQUIREMENTS**

**3.1.** The successful proposal submittal(s) must demonstrate that the Consultant has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of work. Vendors can submit proposals for one or more of the following sections.

**3.2. Graphic Design Services**

- Develop exceptionally professional, clean, and compelling layout and final artwork for print and digital collateral, including but not limited to displays, flyers, brochures, presentations, reports, social media, e-newsletters, mailers, ads, banners, infographics, templates, icons, and other visual formats
- Provide flexible capacity to complete multiple design projects simultaneously during busy periods, and ability to rapidly ramp up or down the capacity dedicated to this contract to meet fluctuating client needs. Volume of work is expected to fluctuate between 10 to 40 hours per week, but there is no guarantee of workload.
- Develop ideas for communicating complex concepts through clean, professional, and compelling visual design
- Understand the Ava brand and articulate the brand message through appropriate design solutions
- Adhere to brand guideline documents; partner with Ava designer to evolve guidelines when needed
- Create artistic and creative illustrations for marketing materials to support Ava programs and services as needed
- Contribute to advertising and communications campaigns as needed
- Maintain consistently excellent standards of quality and attention to detail in all drafts and final products
- Ability to work at a highly professional level in Adobe Creative Suite
- Attend and direct Ava photo and video shoots as needed. Photography and videography services can be provided by a subcontracted vendor under this contract.

**3.3. Photography and / or Videography**

- Photography and/or videography services to aid Ava in the visual aspects of our brand identity. Common use cases include website, social media, advertising, and printed collateral
  - Types may include staff portraits, events, lifestyle, product, power projects, municipal and environmental
  - Additional desired services include casting and managing talent; selection and booking of locations; overall management of shoots and production
- Videography needs may include events, promotional, testimonial, advertising, and explainers.

**3.4. Exhibit Booth Design, Activation & Support Staffing**

- Assistance in designing high-impact modular exhibit booths and exhibits for outreach events. These are not for trade shows, but primarily for Ava's 10'x10' event boothing.
- Staffing assistance for a small number of outreach events, when Ava's outreach team is over capacity

## 4. QUALIFICATIONS

### 4.1. Minimum Qualifications

- Experience in the service type(s) that you are proposing
- Flexibility to adjust time dedicated to work on projects based on Ava needs
- Ability to respond to client requests by email within one business day.

### 4.2. Desirable Qualifications

- Located within Alameda or San Joaquin County
- Additional preference given to business with at least 25% of employees residing within Alameda County
- Union membership
- DBE, DVBE, MBE, WBE, SLEB, and/or LGBTBE certification
- B corporation certification, as a proxy for the company's high standards of responsible behavior and integrity in its business practices, environmental track record, and commitment to fair employment practices and compensation

## 5. CONSULTANT SERVICES

- Ava intends to award one or more Consulting Services Agreement(s) based upon the highest-ranked score for each technical area described in Section 4. The selected consultants shall comprise a shortlist of available consultants.

## 6. PROPOSED CALENDAR OF EVENTS

Action	Date
1. Issuance of RFP	April 18, 2024
2. Deadline for questions/clarifications	April 26, 2024
3. Question Responses posted Online	May 1, 2024
4. Deadline to submit proposals	May 8, 2024 by 5pm via email to <a href="mailto:dlieberman@avaenergy.org">dlieberman@avaenergy.org</a>
5. Proposal Evaluation	May 9-17, 2024
6. Finalist selection/interviews	May 20-24, 2024
7. Final Negotiations and/or Best and Final Offer	May 27-28, 2024
8. Award of Contract by Board of Directors	June 12, 2024

## 7. PROCEDURES, TERMS, AND CONDITIONS

### GENERAL

#### ***Incurring Cost***

This RFP does not commit Ava 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 Ava***

Neither your organization nor any of your representatives will have any claims whatsoever against Ava 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 Ava 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 Ava 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 [dlieberman@avaenergy.org](mailto:dlieberman@avaenergy.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 by May 8, 2024 by 5pm via email to [dlieberman@avaenergy.org](mailto:dlieberman@avaenergy.org). No late responses will be considered.

**California Public Records Act (CPRA)**

All proposals become the property of Ava, 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 Ava, 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, Ava 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 Ava’s deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within Ava’s deadline for responding to the CPRA request, Ava may disclose the requested information.

Consultant(s) further agrees that it shall defend, indemnify, and hold Ava 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 Ava’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 Ava 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 Ava.

Generally, each proposal and all documentation, including financial information, submitted by a Consultant(s) to Ava 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**

Most of the 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.

### ***Ava Rights***

Ava 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)(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 Ava;
- 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 A 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 Ava will be required to complete a Supplier Diversity Questionnaire. Ava 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.

Ava 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 Ava, or as deemed appropriate by Ava. 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 Ava may waive minor irregularities in proposals if doing so would be in the best interest of Ava. 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 Ava based on an analysis of the following criteria:

Technical Evaluation Criteria		Points
<b>1.</b>	<b>Understanding of the scope of work required by Ava</b> <ul style="list-style-type: none"> <li>● Quality, clarity, and responsiveness of the proposal</li> <li>● Detailed summary of services provided relevant to services requested</li> </ul>	10
<b>2.</b>	<b>Vendor’s capabilities (minimum) (failure to meet any of the following will result in disqualification)</b> <ul style="list-style-type: none"> <li>● Ability to provide required services (40)</li> <li>● Vendor references (20)</li> </ul>	60
<b>3.</b>	<b>Cost</b>	15
<b>4.</b>	<b>Ava Special Procurement Preferences</b> <ul style="list-style-type: none"> <li>● Bidder Location - Ava Service Area</li> <li>● Bidder Location - Disadvantaged Community</li> <li>● Union Labor</li> <li>● Disabled-Veteran Owned Business</li> <li>● B corporation certification</li> </ul>	5% 2.5% 2.5% 2.5% 2.5%
<b>TOTAL</b>		<b>100</b>

In addition to these technical evaluation criteria, Ava 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 Ava. Ava will not be bound to award the contract(s) based solely on the lowest bid submitted.

Ava's form of a Consulting Services Agreement is attached as **Attachment A** and includes Ava's current insurance requirements. Please note that these requirements are subject to change by Ava prior to execution of a contract with a selected Bidder and may require annual updating during the term of a Consulting Services Agreement. Bidders are expected to note any exceptions to the Consulting Services Agreement in the Bidder's response and failure to do so may preclude consideration of any requested change at a later date.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), Ava reserves the right to further negotiate the proposed work and/or method and amount of compensation. Ava further reserves the right to consider the changes made to the Consulting Services Agreement in its evaluation and selection.

## **INSTRUCTIONS TO BIDDERS**

### **Ava 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 Ava 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 bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by 5:00 p.m. PST on Wednesday, May 8, 2024 to:

Attn: Dan Lieberman  
Ava Community Energy  
E-Mail: [dlieberman@avaenergy.org](mailto:dlieberman@avaenergy.org)

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

## SUBMITTAL OF PROPOSALS

All bids must be received at Ava Community Energy by 5:00 p.m. on May 8, 2024. 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 and will be returned to the bidder unopened. **Electronic 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. Dan Lieberman, Director of Marketing - Ava:  
[dlieberman@avaenergy.org](mailto:dlieberman@avaenergy.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 Ava 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.), Ava 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 Ava 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.

## **RESPONSE FORMAT**

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. **Objections for the form of Consulting Services Agreement Agreement:** Bidders must provide any and all specific objections to the Form Consulting Services Agreement in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes.

## REQUIRED DOCUMENTATION AND SUBMITTALS

**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, Letter of Transmittal, Key Personnel, etc.).**

### A. Organizational Description and Qualifications

1. Table of Contents:
  - Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.
2. Letter of Transmittal:
  - Description of Bidder's capabilities and approach.
  - Description of your organization, including size, resources, and organizational structure relevant to the proposal.
  - Brief synopsis of the highlights of the Proposal and overall benefits to Ava.
  - Bidder must be clear about which services they are bidding on.
3. Key Personnel:
  - Identification of lead contact and all key personnel associated with the proposal.
    - Job title, years of employment with bidder, role in the proposal, contact information (for lead contact only), educational background, relevant experience, certifications, and merits.

### B. Proposal Approach

1. Work Plan:
  - Presentation of a well-conceived work plan.
  - Demonstration of how the work plan will meet Ava's objectives and schedule.
  - Suggestions of innovations, additional, or modifications to the proposal scope, including added value.

### C. Costs

1. Fee Structure:
  - Bidder fee structure for each service bid upon.
2. Expenses:
  - Direct and reimbursable expenses, if any.
3. Cost Details:
  - Details of cost by service for which the Bidder is responding to. Hourly, daily, and/or project rate for each service described in Section 3 (Statement of Requirements) that they are bidding upon.

- Costs for implementation and operations and maintenance post-implementation, if applicable.
- Cost for any innovative components added to the scope of the proposal.

#### D. Additional Information

##### 1. References:

- Listing of three (3) similar engagements with contact information.
  - i. References must include company name, contact person (name and email), address, telephone number, date of services, and description of services provided.
    - References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
    - Bidders are encouraged to notify all references that responsible Ava staff may be contacting them to obtain a reference.
    - Ava 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. Ava 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.

#### E. Ava Procurement Preferences

1. Does your organization have an office located in Ava's service territory or does at least 25% of your workforce reside in Ava's service territory?
2. Will your organization use union labor or union contractors for these services if selected?
3. Is your organization registered as a Disabled Veteran Business Enterprise with the California Department of General Services?
4. Is the office where work will primarily be conducted on behalf of Ava for these services be located in a Disadvantaged Community as identified by the California Environmental Protection Agency's CalEnviroScreen Tool?

Attachment A  
Ava Consulting Services Agreement

Consulting Services Agreement is available [here](#).