

# Monterey Bay Community Power

## Website Redesign Request for Proposals

### Project Overview

Monterey Bay Community Power (MBCP) seeks to improve its website design to address the need to simplify community education, increase functionality and in-house editing/design capabilities, increase visitors and better meet the online needs of our community. MBCP is seeking qualified web/design agencies to submit proposals for a website redesign project, based on this Request for Proposals (RFP). MBCP prefers local agencies and is open to receiving proposals from agencies outside MBCP's service area.

The goal of this project is to improve the layout, functionality, navigation, and content in relation to MBCP's current website, [mbcommunitypower.org](http://mbcommunitypower.org) to simplify MBCP's message and branding, improve visitor satisfaction, and help MBCP better become an online resource to our service area community.

### Company Overview

MBCP, a community choice energy (CCE) program, is Santa Cruz, Monterey and San Benito Counties electricity provider. MBCP is a joint powers agency, consisting of the County of Santa Cruz, Monterey and San Benito and sixteen of its cities (excluding Kings City and Del Rey Oaks). MBCP provides carbon-free electricity at lower rates than the incumbent investor-owned utility (IOU), Pacific Gas & Electric Company (PG&E). MBCP plans for and secures commitments from a diverse portfolio of energy generating resources to reliably serve the electric energy requirements of its customers over the near-, mid-, and long-term planning horizons. MBCP currently serves about 270,000 customers.

**MBCP's Mission:** MBCP provides carbon-free electricity to our participating communities while reducing the need to consume fossil fuels to generate energy that powers all sectors of our local economy. MBCP actively promotes the economic vitality of the Monterey Bay Region while preserving its clean water and air.

### Our Audience

MBCP's audience is broad and diverse demographically, inclusive to nearly every resident and business throughout Monterey, San Benito and Santa Cruz Counties. MBCP's customers are made up of 86% residential customers 12% commercial and industrial customers and 2% agriculture accounts.

### Current Website Overview

MBCP's website focus is being a resource to the community as the local energy expert and providing education about what our CCE means for the community, and educating the public

about our service offerings, rebate options and programs. MBCP's current website was created prior to the launch of the agency. It allows for in-house edits of webpages and the creation of new webpages through WordPress but with minimal flexibility. MBCP quickly has outgrown the current website navigation, focus and functionality. The current MBCP website averages 186 daily users and 4.4k users monthly with 61% accessing the site via desktop, 30% on a mobile device and 8% from their tablet. Bounce rate is 45% and average time spent on our website is just under 3 minutes. Current website lacks reasons for users to return often and storytelling is primarily done through long, cumbersome text sections.

## New Website Objectives

- Increase user-friendliness – improve navigation, simplify branding, content and education, increase load time, and be more mobile friendly
- Declutter website by including tabs, drop-down menus, tables and links to new pages in place of long blocks of text
- Strategically use the “above the fold” area of our website. Currently the area is home to beautiful local images instead of more important and engaging content
- Replace some landscape images with images of people and community
- Create MBCP Staff section separate from the Boards linking to a profile page or a Read More pop-up
- Better organize the Board Member Meetings and Agendas section
- Improve SEO rankings through redesign
- Improve search bar function
- Integrate MBCP social media and eNewsletters
- Replace Latest News page with blogging capabilities
- New section for Programs including content and a possible sign-up iframe or internal form functionality
- Add testimonial rotators, endorsements, awards throughout the site
- Increase accessibility via a Spanish website version
- Future connectivity to in-house customer portal and/or resource management platform
- Content review - Change the conversation from enrollment to programs / savings / community resource

## New Website Functionality Requirements

- Ease of updating and maintaining new website in-house
- Embed videos
- Inclusion of and maintenance of errors for existing iframes such as our enrollment, opt-up and opt-out iframes. Ex: <https://www.mbcommunitypower.org/your-choices/> and <https://www.mbcommunitypower.org/opt-out/>

- Cost Comparison for our different service offerings (res, comm and ag) compared to PG&E ex. <https://www.mcecleanenergy.org/rates/#ResCostComparison>
- Create moving/live tickers with icons for example: CO2 emissions spared/equivalent # cars taken off the road, dollars reinvested in community, dollars saved by community, etc. Ex. Community Benefits Section: <https://www.peninsulacleanenergy.com/>
- Solution for Spanish version – Google translate is known for being less than perfect in its translations, however MBCP did not have the resources in the beginning to support maintaining a Spanish version of the website. We would like to seek ideas from our web design partner to better serve our Spanish speaking visitors with quality translation, without the need to manually maintain a second website
- New Calendar for board meetings and separately for events. MCE ex: <https://www.mcecleanenergy.org/meetings/2018-09/>

## Project Scope

- Provide multiple look and feel options for new proposed website
- Create new navigation, sitemap, better organize About section all with the goal of a more user-friendly design
- Develop new layout and template that is responsive and supports desktop/mobile/tablet viewing
- Modify or aid in creation of assets to fit new templates as needed
- Establish development / staging site
- Connect and configure Google Analytics for site reporting and tracking
- Assess current website content, brand story and branding strategy
- Provide best practices consultation / training / manual on new CMS management and content
- Improve rates section – design, organization, and navigation
- Improve FAQ section – design, organization, and navigation
- Create a 3-tab approach for Board meetings on one webpage - Policy Board, Operations Board and Community Advisory Council ex. <https://www.mcecleanenergy.org/meeting-archive>
- Provide MBCP a complete backup copy via hard drive or FTP of new site's master art and design files
- Quality assurance testing
- Launch new version of website

## Ecommerce Details

Future potential

## Budget Details

The budget for this project, inclusive of all agency fees, design templates, other deliverables, internal staff presentations/training, etc. not to exceed \$60,000. Please include all anticipated fees and costs in submitted proposal.

### Proposal Requirements

- A plan for meeting the new objectives of [mbcommunitypower.org](http://mbcommunitypower.org)
- Explain the approach and methodology you will take for managing this project
- Explain your philosophy for website design
- Pick one or two of the existing features on the current website to offer a blueprint for how you would improve upon the usability and design of that feature. This will provide us an example of the thought process you will go through for the website redesign project.
- Cite one or two examples of your design approach and process for improving [mbcommunitypower.org](http://mbcommunitypower.org)
- Provide your company background, client list, partners, recognition, services, etc.
- Outline proposed team members and credentials assigned to this project
- Outline the proposed process you will undergo to define scope of the new site with MBCP
- Outline any services that will be considered additional for your proposal with their respective costs, including maintenance, backup, hosting, etc.
- Explain your proposed platform / CMS and why it will be a good fit for MBCP
- Fees: Clearly itemize project fees and all maintenance or ongoing expenses
- Produce examples of past work for similar clients / budget levels
- Provide a minimum of three professional references
- Produce a project plan with a clear, achievable timeline and suggested budget
- Separate outline and costs for maintenance, updates, and back-up

### RFP Deadline and Project Timeline Details

Agencies must submit one (1) electronic copy of the proposal by **11/29/2018** at 5:00 p.m. Pacific Time. Proposals must be e-mailed to [swhitworth@mbcommunitypower.org](mailto:swhitworth@mbcommunitypower.org) with the subject line: **"Monterey Bay Community Power Website Redesign Project."**

MBCP reserves the right to reject any Proposal received after this due date. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date.

Questions about the RFP must be submitted by email only to the following email address: [swhitworth@mbcommunitypower.org](mailto:swhitworth@mbcommunitypower.org) Questions will not be accepted by phone. Responses to any questions will be made available online and to all parties who have notified MBCP of an interest in responding to the RFP. Deadline to submit questions is 11/8/18.

**Selection Timeline:**

RFPs sent to potential partners:	October 25, 2018
Deadline to submit questions:	November 8, 2018
MBCP posts responses to questions:	November 15, 2018
Electronic proposals received by:	November 29, 2018
Finalists alerted:	December 6, 2018
Finalists' presentation meetings:	December 12 or 13, 2018
Project awarded:	December 19, 2018

**Desired Project Timeline:**

December 19 - February 13 <sup>th</sup> :	Design / stakeholder review / site buildout
February 13 - 18, 2019:	Content / integrations / test
February 18 - 22, 2019:	Final refinements
February 22, 2019:	Internal rollout and training for MBCP staff
February 25, 2019:	Public website debut

Thank you for your interest and time in responding to this RFP with a proposal for our new website. We look forward to hearing from you.

Respectfully,

Shelly Whitworth  
Media and Communications Coordinator  
Monterey Bay Community Power

## Agreement Terms

Awardees will be required to enter into contract using MBCP contract terms. Modification of the contract terms may be proposed by the Proposer for consideration by MBCP but are not guaranteed to be accepted. Rejection of the final terms from MBCP is grounds for disqualification.

## MBCP Legal Obligations

MBCP is not obligated to respond to any offer submitted as part of the RFP. The Parties acknowledge that MBCP is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. MBCP acknowledges that the other party may submit information to MBCP that the other party considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). The other party acknowledges that MBCP may submit to the other party information that MBCP considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Contract ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) business days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed on the cover page of the Contract. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

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**INDEPENDENT CONTRACTOR AGREEMENT**  
**(STANDARD)**

This Contract, which is effective on the date it is fully executed, is between MONTEREY BAY COMMUNITY POWER, hereinafter called MBCP, and, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to support MBCP staff to accomplish the tasks outlined in Exhibit A.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, MBCP agrees to compensate CONTRACTOR in accordance with the Compensation Schedule, Exhibit B, attached hereto and incorporated herein by this reference. Total compensation for the Term of this contract shall not exceed \$. Invoices and payment will be processed monthly.

3. **TERM.** This contract commences on /when fully executed and terminates on , unless amended or renewed by mutual agreement.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless MBCP (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which MBCP may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of MBCP.

Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects MBCP and any insurance or self-insurance maintained by MBCP shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the MBCP for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the MBCP.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. **Types of Insurance and Minimum Limits**

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance



coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and MBCP both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and MBCP \_\_\_\_ / \_\_\_\_.

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover MBCP, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations.

(3) All required policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to:

**Monterey Bay Community Power**

**Attn: Tom Habashi**

**70 Garden Court suite 300, Monterey, CA 93940**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the MBCP as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide MBCP on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Monterey Bay Community Power**

**Attn: Tom Habashi**

**70 Garden Court suite 300, Monterey, CA 93940**

(5) CONTRACTOR hereby grants to MBCP a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the MBCP by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the MBCP has received a waiver of subrogation endorsement from the insurer.

7. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and MBCP have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of MBCP. CONTRACTOR

is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. MBCP agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than MBCP has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, MBCP may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the MBCP supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of MBCP; (i) CONTRACTOR and MBCP believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The MBCP conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

**8. NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the MBCP.

**9. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that Monterey Bay Community Power has provided funding to the CONTRACTOR.

10. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by MBCP, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by MBCP Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance applicable rules of the Monterey County

12. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Exhibit A – Scope of Work; and

Exhibit B – Compensation Schedule

13. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Monterey Bay Community Power Operations Board.

14. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Monterey, notwithstanding the fact that one of the contracting parties may reside outside of the County of Monterey. This Contract shall be governed by, and interpreted in accordance with, California law.

SIGNATURE PAGE

Contract No. \_\_\_\_\_

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INDEPENDENT CONTRACTOR AGREEMENT  
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**Monterey Bay Community Power**

By: \_\_\_\_\_

By: \_\_\_\_\_

Tom Habashi, CEO

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MBCP Interim General Counsel

Exhibit A  
Scope of Work

Exhibit B  
Compensation Schedule