



Request for Proposals – Awareness Marketing Campaign

Project Overview

Central Coast Community Energy (CCCE) seeks to implement an advertising campaign that increases public awareness of its brand, mission, and the benefits of CCCE service; to increase customer engagement, increase customer participation in CCCE Energy Programs, and to demonstrate the progress that *CCCE together with its customers* has made toward agency goals: reducing emissions, contributing to a cleaner and more reliable grid, keeping rates affordable and fair, and reinvesting in the communities served. Increasing traffic to website, growing social network, and increasing public participation in publicly held board meetings are also desired.

CCCE is seeking qualified, regional advertising firms to submit proposals for an awareness-oriented marketing campaign, based on this Request for Proposals (RFP). Central Coast Community Energy desires, whenever possible, to contract with qualified small and local vendors to provide goods and services to the agency.

The goal of this project is to raise awareness as noted by designing an advertising campaign that drives a clear brand message, and by creating all related advertising assets to be activated across all relevant advertising mediums. And ultimately, to stand CCCE up as a valuable community resource. Additionally, this work will translate to updating CCCE informational print and digital collateral as noted in scope.

Agency Overview

Thirty-three communities joined CCCE with the shared goal of gaining more control over their electricity needs: to reduce greenhouse gas emissions, support the growth of clean and renewable energy, and access additional economic and environmental benefits.

CCCE follows the Community Choice Aggregator or “CCA” model, a community-focused, not-for-profit model that allows for greater commitment to clean and renewable energy while supporting community reinvestment through affordable and fair rates and equitable access to clean-energy resources such as CCCE Energy Programs

More than 11 million Californians are served by 24 community choice energy agencies, accounting for nearly a quarter of the state’s electricity load. Collectively, CCAs are significantly contributing to a cleaner, more reliable grid.

CCCE assumes exclusive responsibility for electricity generation, including purchasing electricity from generators, investing in generating resources, and balancing supply with demand. PG&E or Southern California Edison (SCE) retains sole responsibility for CCCE customers’ electricity distribution, including grid infrastructure investment and energy delivery (transmission and distribution charges). PG&E and

SCE are also responsible for metering and billing, including one comprehensive bill that includes CCCE electric generation charges.

With no investors or shareholders, CCCE can use its revenue to finance worthy public benefits programs such as customer rebates for electric transportation (electric vehicles, bikes, motorcycles, and buses) or electrifying buildings by switching gas-powered appliances (water heaters, HVAC, cooktops, etc.) to clean, all-electric solutions. In just our first four years of service, CCCE made more than \$26 million in rebates and incentives available to customers through energy program rebates and incentives. CCCE's knowledge of our diverse Central Coast community can help improve the effectiveness of community reinvestment by targeting programs that support unique community priorities.

Our Audience

CCCE's audience is broad and diverse demographically, inclusive of nearly every household and business throughout Monterey, San Benito, San Luis Obispo, Santa Barbara and Santa Cruz Counties. Nearly 40% of CCCE's residential customers are at or below Federal Poverty Level. CCCE's customers are made up of 86% residential users, 12% commercial and industrial customers and 2% agriculture accounts. However, CCCE's commercial and industrial customers as well as ag customers have the greatest energy needs and therefore contribute significantly to CCCE revenue and to the agency's ability to reinvest in the communities it serves.

Project Objectives

The objective of this awareness campaign is to position CCCE is a valuable community resource, and to increase the number of businesses and households that know about and understand the agency's mission, and to increase the number of households and businesses that engage with the agency; from following on social to taking part in surveys, listening sessions and board meetings to applying for and benefiting from CCCE Energy Program rebates and incentives.

CCCE is a powerful contributor to economic and environmental progress for Central Coast communities. However, CCCE cannot reach its full potential because nearly 1/3 of CCCE customers do not know they are enrolled with CCCE. This is primarily due to the automatic enrollment/opt-out process, and also because CCCE charges are delivered via PG&E or SCE bills. CCCE charges are a separate line item and page that many customers overlook. Furthermore, when some customers notice CCCE charges, they assume these are extra or higher charges and often this leads to customers opting out of CCCE service. So, raising awareness requires a delicate balance of brand values/message, reporting on progress, and education. Surveys have also shown that among customers who participate in Energy Programs, the vast majority learn about them through word of mouth.

In addition to the awareness campaign itself, the project should encompass an update of the agency's print and digital informational collateral. Historically, CCCE's promotional and informational materials have focused on the enrollment phase of the agency's early evolution. Nearly five years into service, CCCE is moving out of reoccurring enrollments and growth/expansion mode and focusing more on operational excellence and on demonstrating the remarkable progress that, together with its customers, CCCE has made. Now more than ever, CCCE can demonstrate significant and tangible progress toward its founding goals. This project should refresh these assets and collateral with new messaging focused on CCCE's achievements, demonstrated benefits, and future potential for our communities. This new messaging perspective should flow consistently through the awareness campaign as well.

Project Scope

The project will involve three primary elements:

- **Over-arching Brand/Campaign Message**
 - This may or may not replace the current agency descriptor: “Clean Energy. Local Control”

- **Awareness Advertising Campaign Buildout**
 - Message and branding
 - After kickoff meeting(s), research, outlining strategic direction for project, preliminary messaging and designs, vendor to present 3-5 options for creative direction and campaign/brand message
 - Build creative assets
 - Graphics toolbox for digital and social media advertising
 - Readymade digital advertisements in static and gif formats, in both English and Spanish
 - Readymade social media advertisements including static and 15 second shorts
 - Print advertisements
 - Radio advertisements
 - Recommend ad-buying strategy and tactics for \$50,000 advertising budget over 4 month duration (additional advertising would fall in the following fiscal year beginning October 2023)
 - Note: all ad buying will be channeled through CCCE’s media buyer, Hansen Advertising
 - Collaborate with CCCE’s media buyer to meet ad timelines and objectives

- **Collateral Refresh**
 - Incorporate high-level awareness message and branding into all collateral
 - CCCE staff to assist with copywriting
 - List of collateral needs:
 - Full-color folio with pockets and business card inserts
 - Full-color bilingual general information trifold (English front/Spanish back)
 - Full-color bilingual Energy Programs trifold (English front/Spanish back)
 - Full-color Energy Programs one-sheet template (English front/Spanish back)
 - PowerPoint template for presentations
 - Virtual meeting backdrop

Budget Details

The budget for this project, inclusive of all agency fees, design templates, art files, other deliverables, etc. not to exceed \$85,000. Please include all anticipated fees and costs in submitted proposal.

Proposal Requirements

- Provide example of a similar successful campaign
- Provide example of collateral design
- Provide rough timeline of deliverables (project start date April 3)
- Explain the approach and methodology you will take for managing this project, including but not limited to collaboration, ideation, strategic direction, messaging, audience, asset creation, and high-level advertising and marketing plan
- Cite one or more examples of your ad campaign design approach and process
- Provide your company background, client list, partners, recognition, services, etc.
- Clearly itemize project fees
- Produce examples of past work for similar clients / budget levels
- Provide a minimum of three professional references
- Outline project with a clear, achievable timeline and suggested budget (not including proposed \$50,000 advertising budget)

RFP Deadline and Project Timeline Details

Agencies must submit one (1) electronic copy of the proposal by 3/3/23 at 5:00 P.M. Pacific Time. Proposals must be e-mailed to pberridge@3ce.org with the subject line: "Central Coast Community Energy Public Awareness Campaign."

CCCE 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: pberridge@3ce.org. Questions will not be accepted by phone. Responses to any questions will be made available online and to all parties who have notified CCCE of an interest in responding to the RFP. Deadline to submit questions is 1/19/23.

Selection Timeline:

RFP posted:	January 5, 2023
Deadline to submit questions:	January 19, 2023
CCCE posts responses to questions:	January 23, 2023
Electronic proposals received by:	March 3, 2023
Finalists alerted:	March 10, 2023
Finalist presentation meetings:	March 15-16, 2023
Project awarded:	March 17, 2023
Contract and signatures:	March 20-31, 2023

Desired Project Timeline:

Kickoff Meetings	Week of April 3, 2023
Present proposed creative direction for collateral and advertising, proposed message options for review and feedback	Week of May 1, 2023
Present draft advertising plan and strategy	Week of May 15, 2023
Present final creative direction for collateral and advertising, final message options for review and feedback	Week of May 22, 2023
Deliver final advertising assets – Begin advertising <ul style="list-style-type: none">• Phase 1 advertising assets (June 5 – July 30)• Phase 2 advertising assets (July 31 – September 30)	Week of June 5, 2023
Deliver final collateral assets	Week of June 19, 2023
Ongoing design, artwork updates as needed	Ongoing to September 30, 2023
Project Completion	September 30, 2023

Agreement Terms

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

CCCE Legal Obligations

CCCE is not obligated to respond to any offer submitted as part of the RFP. The Parties acknowledge that CCCE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq.

CCCE acknowledges that the other party may submit information to CCCE 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 CCCE may submit to the other party information that CCCE 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.

Contract No. _____

CENTRAL COAST COMMUNITY ENERGY

STANDARD SERVICES AGREEMENT

This **Agreement** is made by and between CENTRAL COAST COMMUNITY ENERGY (“CCCE”) and _____ (hereinafter “CONTRACTOR”), a _____ with its principal place of business located at _____. CCCE and CONTRACTOR may be individually referred to herein as “Party” or collectively as “Parties.”

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. GENERAL DESCRIPTION

1.1. CCCE hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as: _____.

2. PAYMENT PROVISIONS

2.1. CCCE shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, subject to the limitations set forth in this Agreement. The total amount payable by CCCE to CONTRACTOR under this Agreement shall not exceed the sum of \$_____.

3. TERM OF AGREEMENT

3.1. The term of this Agreement is from the date of execution until _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the CONTRACTOR and CCCE, with CCCE’s execution to be last in time. CONTRACTOR may not commence work under this Agreement before CCCE signs this Agreement.

3.2. CCCE reserves the right to cancel this Agreement, or any extension of this Agreement, without cause with thirty (30) days written notice, or with cause immediately.

4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

4.1. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

4.1.1. **Exhibit A: Scope of Services**

4.1.2. **Exhibit B: Payment Terms**

4.1.3. **Exhibit C: Procedures for Unauthorized Release of Covered Information**

5. PERFORMANCE STANDARDS

- 5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of CCCE or immediate family of an employee of CCCE.
- 5.2. CONTRACTOR and CONTRACTOR's agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use CCCE premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. CCCE does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by CCCE and the CONTRACTOR.
- 6.3. Invoices shall be submitted monthly on a form acceptable to CCCE and provide sufficient detail, as determined by CCCE, of services rendered for the invoiced period.
- 6.4. CCCE shall certify the invoice for payment in either the amount requested, or in such other amount as CCCE determines is due in conformity with this Agreement. Invoices shall be certified and paid within 45 days of submission to CCCE.

7. TERMINATION

- 7.1. During the term of this Agreement, CCCE may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2. CCCE may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If CCCE terminates this Agreement for good cause, CCCE may be relieved of the payment of any consideration to CONTRACTOR, and CCCE may proceed with the work in any manner, which CCCE deems proper. The cost to CCCE shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION

8.1. CONTRACTOR shall indemnify, defend, and hold harmless CCCE, its Directors, Board members, officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by CCCE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CCCE. The CONTRACTOR shall reimburse CCCE for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless CCCE under this Agreement.

8.1.1. The CONTRACTOR's selection of counsel to satisfy CONTRACTOR's defense and hold harmless obligation as set forth in section 8.1 above, shall be subject to review and approval by CCCE.

8.1.2. Notwithstanding any other provision of this Agreement, CCCE shall be entitled to participate fully in the defense of any claim or action.

9. **INSURANCE REQUIREMENTS**

9.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to CCCE.

9.2. Without limiting CONTRACTOR's duty to defend and indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

9.2.1.1. **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

9.2.1.2. **Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

9.2.1.3. **Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.2.1.4. **Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain

extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- 9.3. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 9.4. Commercial general liability and automobile liability policies shall **provide an endorsement naming CCCE, its Directors, Board members, officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by CCCE and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR’S insurance.

10. RECORD AND CONFIDENTIALITY

- 10.1. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from CCCE or prepared in connection with the performance of this Agreement, unless CCCE specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to CCCE any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’S obligations under this Agreement.
- 10.1.1. Confidential Information specifically includes Covered Information (as defined in **Exhibit C**), including Protected Personal Information (“PPI”) that identifies, relates to, describes, or is capable of being associated with, or could reasonably be linked, directly or indirectly, with a consumer, household, or customer account. All such Covered Information and PPI must fully be protected from disclosure as set forth in California Public Utility Commission Decision D.12-08-045. In the event of an unauthorized release of Covered Information and PPI, CONTRACTOR shall comply with Exhibit C, Procedures for Unauthorized Release of Covered Information.
- 10.2. Upon expiration or termination of this Agreement, CONTRACTOR shall return to CCCE any CCCE records which CONTRACTOR used or received from CCCE to perform services under this Agreement.
- 10.3. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4. CCCE shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of

CCCE or as part of any audit of CCCE, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5. CCCE shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of CCCE.

11. NON-DISCRIMINATION

11.1. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. INDEPENDENT CONTRACTOR

12.1. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of CCCE. No offer or obligation of permanent employment with CCCE and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from CCCE any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold CCCE harmless from any and all liability which CCCE may incur because of CONTRACTOR’s failure to pay such taxes.

13. NOTICES

13.1. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to CCCE and CONTRACTOR’S contract administrators at the addresses listed below:

Central Coast Community Energy	CONTRACTOR
Chief Financial Officer	
70 Garden Court, Suite 300	
Monterey, Ca 93940	

14. MISCELLANEOUS PROVISIONS

14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by CCCE and the CONTRACTOR.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by CCCE and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of CCCE. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CCCE. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of CCCE and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both CCCE and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. CCCE and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Authority. Any individual executing this Agreement on behalf of CCCE or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 14.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between CCCE and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between CCCE and the

CONTRACTOR as of the effective date of this Agreement, which is the date that CCCE signs the Agreement.

14.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

SIGNATURE OF THE PARTIES:

Vendor

Central Coast Community Energy

BY: _____

BY: _____

Title: _____

Tom Habashi, CEO

Date: _____

Date: _____

Vendor

Approved as to Form

BY: _____

BY: _____

Title: _____

Brian Kimball, General Counsel

Date: _____

Date: _____

Approved as to Financial Terms

BY: _____

Jaya Bajpai, Chief Financial Officer

Date: _____

Exhibit A: Scope of Services

Exhibit B: Payment Terms

Exhibit C: Procedures for Unauthorized Release of Covered Information

SCOPE

CONTRACTOR hereby agrees to adhere to these Procedures for detecting and reporting the unauthorized release of Covered Information, including Protected Personal Information (“PPI”).

These Procedures apply to the following unauthorized release activities:

1. Unauthorized access
2. Unauthorized destruction
3. Unauthorized use
4. Unauthorized modification
5. Disclosure to third parties for Secondary Purposes (see below)

DEFINITIONS

Covered Entity – (1) any Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers), or any third party that provides services to a Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) under contract, (2) any third party who accesses, collects, stores, uses or discloses covered information pursuant to an order of the Commission, unless specifically exempted, who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers), or (3) any third party, when authorized by the customer, that accesses, collects, stores, uses, or discloses covered information relating to 11 or more customers who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers).

Covered Information -- any usage information obtained through the use of the capabilities of Advanced Metering Infrastructure when associated with any information that can reasonably be used to identify an individual, family, household, residence, or non-residential customer, except that covered information does not include usage information from which identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified. Covered information, however, does not include information provided to the California Public Utilities Commission (the “Commission”) pursuant to its oversight responsibilities.

Primary Purposes – The “primary purposes” for the collection, storage, use, or disclosure of covered information, as outlined in Rule 1(c) of Attachment B in CPUC Decision 12-08-045, are to:

1. Provide or bill for electrical power or gas,
2. Provide for system, grid, or operational needs,
3. Provide services as required by state or federal law or as specifically authorized by an order of the Commission, or
4. Plan, implement, or evaluate demand response, energy management, or energy efficiency programs under contract with a Community Choice Aggregator or and Electrical Service Provider (when providing service to residential or small commercial customers), under contract with the Commission, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission.

Secondary Purposes – “Secondary purpose” means any purpose – that is not a primary purpose.

Non-Covered Entity – “Non-Covered Entity” means any entity not defined as a Covered Entity.

Responsible Parties -- CCCE, CONTRACTOR, and any staff, employees, or sub consultants contracted by CCCE or CONTRACTOR.

PROCEDURE

Detecting and Reporting of Unauthorized Releases

1. All Responsible Parties are required to protect Covered Information from unauthorized release activities as set forth above.
2. Any request by any non-Covered Entities, for access to Covered Information must be reviewed and approved by an CCCE manager level employee to ensure no unauthorized or inadvertent release of Covered Information.
3. All authorized releases of Covered Information to Non-Covered Entities shall be logged and reported to CCCE on a quarterly basis.
4. Any discovery of any unauthorized release of Covered Information must be reported to CCCE within one week of detection.

Unauthorized Release Handling Procedure

1. The discovering party after detecting, or discovery of, the unauthorized release of Covered Information must contact CCCE's COO (or another executive manager) immediately.
2. CONTRACTOR will quantify and validate the type and extent of unauthorized release and report that information to CCCE's COO in writing with sufficient detail for CCCE to determine the extent and impact of the unauthorized release.
3. CONTRACTOR shall prepare a written annual report of all discoveries of unauthorized releases of Covered Information.

Review and Training

1. At least annually, CONTRACTOR will review these Procedures with its staff, employees, or sub consultants.
2. Any proposed changes to these Procedures shall be provided in writing to CCCE's COO for their consideration.