



Request for Proposals

Video Production Services 2022-2023

Proposals due Friday, February 10, 2023

BACKGROUND

Central Coast Community Energy (3CE) is a Community Choice Aggregator (CCA) agency established by local communities to source clean and renewable energy for 34 Central Coast communities within PG&E's and SCE's service territories in Monterey, Santa Barbara, San Luis Obispo, San Benito, and Santa Cruz counties, as well as the unincorporated areas of four of those counties. While 3CE assumes the responsibility of determining *how* and *where* electricity is generated, PG&E and SCE continue their traditional role delivering power, maintaining electric infrastructure, and billing. As a locally controlled public agency, 3CE supports regional economic vitality by sourcing clean energy at affordable rates and by funding local Energy Programs to incentivize electrification.

CAMPAIGN OVERVIEW

To support 3CE's Energy Programs and the agency as a whole, 3CE needs promotional videos that contribute to achieving two primary goals:

1. **Promoting awareness of, and participation in, three current Energy Programs:**
 - Electrify Your Ride
 - Electrify Your Home
 - Ag Electrification; and
2. **Promoting general public awareness of the agency and its mission**
 - Directly support a pending awareness advertising campaign slated for June through September 2023
 - To learn more about this campaign, see the [Awareness Campaign RFP](#)

The expectation is that the Video Production Service will work collaboratively with 3CE to provide high-quality videos to increase customer awareness, education, and participation in current Energy Programs, and to support the build out of 3CE's video assets concurrent with the agency's upcoming public-awareness advertising campaign. 3CE has a library of still photos and video b-roll as well as prior video productions to pull from, but the vendor is expected to source and/or shoot any identified video needs that 3CE cannot provide.

The videos shall be formatted appropriately to be featured on 3CE's Facebook, Twitter, Instagram, YouTube, Vimeo, and OTT outlets as well as via email/partners. The goals for these videos are to increase brand recognition of 3CE, and to address 3CE's evolving marketing needs.

VIDEOS NEEDED FOR FY 22-23

3CE Energy Programs Video Series

The Energy Programs Department performs the critical business function of delivering significant customer and community benefits through deployment of a wide range of Energy Programs. These programs assist 3CE customers with the transition from fossil fuel sources to clean energy solutions by providing financial (e.g., rebates and incentives) and educational resources. 3CE's Energy Programs require simple videos that may be *animated, live action or a combination of both, in both English and Spanish*, to serve three purposes:

1. Customer and community education regarding electrification as well as energy-related topics *not* specific to 3CE Energy Programs
2. Customer and community "info-mercials" specific to current Energy Program offerings
 - Call-to-action to apply to, and/or participate in, current or future Energy Programs
 - Integrate "testimonials" and "case studies" documenting customer and agency success
3. Appeal to the Latinx community by prioritizing cultural relevance in the creation of the video scripts and visuals

Energy Programs videos will cover the following areas and shall be completed according to the timeframe shown in the detailed Deliverables:

1. **Electrify Your Ride Videos** – Highlighting the benefits and importance of driving electric and growing our region's EV infrastructure while promoting rebates associated with 3CE's Electrify Your Ride program.
 - Three 30-second animated or live-action videos for OTT with separate productions for English voiceover and Spanish voiceover
 - Two 15-30-second animated or live-action videos for social media with separate productions for English voiceover and Spanish voiceover
2. **Electrify Your Home Videos** – Highlighting the benefits and importance of replacing natural-gas-powered and wood-burning home appliances with all-electric versions, and promoting the agency's Electrify Your Home program
 - Two 30-second animated or live-action videos for OTT with separate productions for English voiceover and Spanish voiceover
 - Three 15-30-second animated or live-action videos for social media with separate productions for English voiceover and Spanish voiceover.
3. **Ag Electrification Videos** – Highlighting the benefits and importance of replacing fossil-fuel-powered agricultural equipment with all-electric versions, and promoting the agency's Ag Electrification program
 - Three 30-second animated or live-action videos for social media with separate productions for English voiceover and Spanish voiceover

3CE Awareness Campaign Video Series

These videos should drive a clear brand message presenting 3CE as a valuable community resource. The goal is to spread public awareness of the agency's mission and the benefits of 3CE service, and to increase customer engagement and participation in 3CE's Energy Programs. These videos should also illustrate the progress that 3CE *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.

- Two 30-second animated or live-action videos for OTT with separate productions for English voiceover and Spanish voiceover
- Four 15-30-second animated or live-action videos for social media with separate productions for English voiceover and Spanish voiceover.

SCOPE OF SERVICES

Below is an outline of anticipated video needs including details to help inform contractor cost estimates and timelines. Also required are four to-be-decided social ads to cover unanticipated video needs.

The scope of work may include some or all of the following plus unanticipated related work:

1. Create a total of six OTT and 12 social-media videos (the latter including four with scheduling TBD) in high quality for use in FY 22-23, including both English and Spanish versions as detailed below.
2. Provide creative direction that incorporates the 3CE brand, utilizes approaches that engage the audience, and ensures storytelling goals among the videos.
3. Work with 3CE team to set the direction for filming as needed, including but not limited to: identifying shot lists based on content narratives, and developing talking points and/or scripts for film participants for interviews and voiceovers where applicable.
4. Identify and collaboratively design the necessary video, graphic, and sound elements for the videos.
5. Ensure fidelity to the established branding and design throughout the entire video production process.
6. Utilize relevant, appropriate and proper recording formats including high-definition resolution for television quality videos.
7. Work with 3CE team to review rough cuts, develop the sequence of video clips, and identify gaps in footage requiring additional filming.
8. Edit to final production professional-grade copy with absolute attention to detail on all video, graphic, and sound elements.
9. Provide 3CE staff with unedited raw footage and rough cuts of all film and video for 3CE to save, review and otherwise use without limitation at any point during and after fulfillment of the contract.

10. Provide project management to ensure alignment with overall project timeline; work with 3CE team to set and track project milestones in accordance with overall timeline; provide routine status updates; manage costs of time and materials to remain within budget; proactively identify and communicate challenges; and coordinate quality control of all development work and deliverables.

DELIVERABLES

<u>Due Date</u>	<u>Video Project Name*</u>	<u>Format & Length**</u>	<u>Takeaway Message and/or Call -to-Action</u>
3/31/2023	Electrify Your Ride - Phase 3A	Social - 15-30s	Transportation as climate solution, save money (Earth month)
3/31/2023	Electrify Your Home - Phase 2	Social - 15-30s	Home/building as climate solution, save money (Earth month)
4/15/2023	Ag Electrification - Phase 2A	Social - 15-30s	Farming as climate solution, reduce costs, improve efficiency and health
5/5/2023	Electrify Your Ride - Phase 3A	OTT - 30s	TBD
6/2/2023	Electrify Your Ride - Phase 3B	Social - 15-30s	TBD
6/2/2023	Electrify Your Home - Phase 2	OTT - 30s	TBD
6/2/2023	Electrify Your Home - Phase 3	Social - 15-30s	TBD
6/2/2023	Ag Electrification - Phase 2B	Social - 15-30s	TBD
6/2/2023	Awareness Campaign - Phase 1	OTT - 30s	TBD
6/2/2023	Awareness Campaign - Phase 1	Social - 15-30s	TBD
8/4/2023	Awareness Campaign - Phase 2	OTT - 30s	TBD
8/4/2023	Awareness Campaign - Phase 2	Social - 15-30s	TBD
9/29/2023	Awareness Campaign Phase 3	Social - 15-30s	TBD
9/29/2023	Awareness Campaign Phase 4	Social - 15-30s	TBD
9/29/2023	Electrify Your Home - Q1	OTT - 30s	TBD
9/29/2023	Electrify Your Ride - Q1	OTT - 30s	TBD
9/29/2023	Electrify Your Home - Q1	Social - 15-30s	TBD
9/29/2023	Electrify Your Ride - Q1	Social - 15-30s	TBD

Total OTT videos	6
Total Social videos	12

* Disregard notation of phases - these are internal guides for 3CE staff

** Each OTT and Social video deliverable includes two final versions: one English voiceover and one Spanish voiceover. Subtitled versions will not be considered a complete deliverable unless authorized by 3CE.

BUDGET

SUBMITTAL REQUIREMENTS

1. **Introduction/Cover Sheet.** Briefly introduce the company and the proposed team members and summarize the Contractor's experience in the video production field.
2. **Work Samples.** Provide three to five samples of finished work, via URL or digital download, that demonstrate the company's ability to meet 3CE's needs as described in the proposed scope. Two samples should be less than 30 seconds and no sample should exceed 90 seconds.
3. **Proposed Work Plan and Timeline.** Describe the major tasks and estimated timeline(s) required for completion of the proposed scope.
4. **Pricing.** Offers should identify the company's standard rates and fees in a schedule including each team member or job/position, with estimates of total cost for production and final editing of videos and a breakdown of the significant cost components, along with any other information that would enable 3CE to plan a realistic budget for the project.
5. **Information and Resources Required from 3CE.** Contractor shall indicate what, if any, additional resources or information will be required from 3CE to successfully complete the proposed scope.
6. **Statement of Qualifications.** Describe the company's specific qualifications, particularly noting any experience with public sector, community-based and/or nonprofit clients, as well as work in, or targeted to, non-English-speaking communities.
7. **References.** Provide a minimum of three professional references that can attest to the company's work history and the overall quality of work performed.
8. **Pertinent Conflicts of Interest.** Note any known or potential conflicts of interest.

RFP SCHEDULE

RFP Posted:	January 30, 2023
Deadline to submit questions:	February 3, 2023
3CE posts responses to questions:	February 6, 2023
Electronic proposals received by:	February 10, 2023
Finalist alerted:	February 15, 2023
Finalist presentation meetings:	February 16-17, 2023
Project awarded	February 20, 2023
Contract and signatures	February 21-24, 2023
Kickoff meeting	February 27, 2023

RESERVATION OF RIGHTS

3CE reserves the right to:

- Consider factors other than those specified above and to request additional information from any/all respondents as part of the selection process.
- Change the requirements and/or due dates as may be necessary.
- Reject all responses received in relation to this RFP.
- Negotiate with any bidder and to engage in simultaneous negotiations with multiple bidders.
- Make no commitment to any bidder and provide no guarantee that a contract will be awarded.
- Discontinue this RFP process at any time and for any reason.

CONFIDENTIAL OR PROPRIETARY CONTENT

Any page of the proposal package that is deemed by Proposer to be a trade secret by the Proposer must be clearly marked "CONFIDENTIAL INFORMATION" at the top of the page.

PROPOSAL DELIVERY

Proposals must be received by 11:59 pm Pacific Daylight Time on February 10, 2023 through electronic submission and shall be directed to the following point of contact:

Central Coast Community Energy

Attn: Peter Berridge

Email: info@3ce.org; and also pberridge@3ce.org

Proposer shall be responsible for all costs associated with preparing and submitting the proposal. All inquiries regarding this RFP must be directed, in writing, to info@3ce.org and also: Peter Berridge at pberridge@3ce.org.

CENTRAL COAST COMMUNITY ENERGY

STANDARD SERVICES AGREEMENT

This **Agreement** is made by and between CENTRAL COAST COMMUNITY ENERGY ("3CE") and Dimitra Toulou Hubbard d.b.a. Monarch Solutions (hereinafter "CONTRACTOR"), a sole proprietorship with its principal place of business located at 210 17th Street, Suite 8, Pacific Grove, CA 93950. 3CE 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. 3CE 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: Facilitation and Change Management Support.

2. PAYMENT PROVISIONS

- 2.1. 3CE 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 3CE to CONTRACTOR under this Agreement shall not exceed the sum of \$_____.

3. TERM OF AGREEMENT

- 3.1. The term of this Agreement is from May 1, 2022 until September 30, 2023 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 3CE, with 3CE's execution to be last in time. CONTRACTOR may not commence work under this Agreement before 3CE signs this Agreement.
- 3.2. 3CE 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 3CE or immediate family of an employee of 3CE.
- 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 3CE 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. 3CE 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 3CE and the CONTRACTOR.
- 6.3. Invoices shall be submitted monthly on a form acceptable to 3CE and provide sufficient detail, as determined by 3CE, of services rendered for the invoiced period.
- 6.4. 3CE shall certify the invoice for payment in either the amount requested, or in such other amount as 3CE determines is due in conformity with this Agreement. Invoices shall be certified and paid within 45 days of submission to 3CE.

7. TERMINATION

- 7.1. During the term of this Agreement, 3CE 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. 3CE 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 3CE terminates this Agreement for good cause, 3CE may be relieved of the payment of any consideration to CONTRACTOR, and 3CE may proceed with the work in any manner, which 3CE deems proper. The cost to 3CE shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION

8.1. CONTRACTOR shall indemnify, defend, and hold harmless 3CE, 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 3CE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for 3CE. The CONTRACTOR shall reimburse 3CE 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 3CE 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 3CE.

8.1.2. Notwithstanding any other provision of this Agreement, 3CE 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 3CE.

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 3CE, 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 3CE 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 3CE or prepared in connection with the performance of this Agreement, unless 3CE specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to 3CE 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 3CE any 3CE records which CONTRACTOR used or received from 3CE 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. 3CE 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 3CE or as part of any audit of 3CE, 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. 3CE 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 3CE.

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 3CE. No offer or obligation of permanent employment with 3CE and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from 3CE 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 3CE harmless from any and all liability which 3CE 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 3CE and CONTRACTOR'S contract administrators at the addresses listed below:

Central Coast Community Energy	CONTRACTOR
Chief Financial & Technology 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 3CE and the CONTRACTOR.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by 3CE 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 3CE. None of the services covered by this Agreement shall be subcontracted without the prior written approval of 3CE. 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 3CE 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 3CE and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. 3CE 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 3CE 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 3CE 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 3CE and the CONTRACTOR as of the effective date of this Agreement, which is the date that 3CE 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, 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 -- 3CE, CONTRACTOR, and any staff, employees, or sub consultants contracted by 3CE 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 3CE 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 3CE on a quarterly basis.
4. Any discovery of any unauthorized release of Covered Information must be reported to 3CE 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 3CE’s Dir. of Finance and Administration (or another executive manager) immediately.
2. CONTRACTOR will quantify and validate the type and extent of unauthorized release and report that information to 3CE’s Dir. of Finance and Administration in writing with sufficient detail for 3CE 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 3CE’s Dir. of Finance and Administration for their consideration.

