



Central Coast
**Community
Energy**

MARKETING & COMMUNICATIONS SUPPORT SERVICES RFP

FY 2023-2026

TABLE OF SERVICES:

PROJECT MANAGEMENT

MARKETING STRATEGY IMPLEMENTATION & BRAND MANAGEMENT

ADVERTISING/MEDIA PLANNING, BUYING, AND REPORTING

GRAPHIC DESIGN

CUSTOMER SURVEYS

MANAGEMENT OF PRINT & MAILING SERVICES VENDOR

ENGLISH/SPANISH TRANSLATION

VIDEO AND PHOTOGRAPHY

Central Coast Community Energy (3CE) is seeking qualified regional firms to submit proposals for a full-service offering based on this Request for Proposals (RFP). Per Central Coast Community Energy's Local Vendor Registry 3CE desires, whenever possible, to contract with qualified small, local, and diverse vendors to provide goods and services to the agency.

RFP Timeline

- June 19, 2023: RFP posted
- June 29, 2023 @5pm: Questions re: RFP due
- July 5, 2023: 3CE responses to RFP questions posted
- August 11, 2023: Proposals due
- August 14-15, 2023: Proposal Review
- August 16, 2023: Finalists alerted
- August 17-18, 2023: Finalist Interviews
- August 21 - September 8, 2023: Contract Negotiations
- September 11, 2023: Vendor contract Signatures
- September 14, 2023: Pending budget approval by 3CE Board of Operations; 3CE contract signatures
- September 18, 2023: Kickoff Meeting

Proposal Requirements

- **Introduction/Cover Sheet.** Briefly introduce the company and the proposed team members and summarize the Contractor's experience in the relevant fields.
- **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.
- **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.
- **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.
- **References.** Provide a minimum of three professional references that can attest to the company's work history and the overall quality of work performed.
- **Pertinent Conflicts of Interest.** Note any known or potential conflicts of interest.

Proposal Delivery

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

Central Coast Community Energy

Attn: Communications Team

Email: CommsRFP@3ce.org

Proposer shall be responsible for all costs associated with preparing and submitting the proposal. Questions about the RFP must be submitted by email only to the following email address: CommsRFP@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 3CE of an interest in responding to the RFP. Deadline to submit questions is 5:00 pm on June 29, 2023.

Overview/Scope of Services

3CE seeks a broadly skilled and resourced vendor to provide services in the following areas for a 3-year term:

- **Project Management**
 - Oversee and fulfill agency needs including monthly accounting report (invoices and actual spending vs. forecasted spending) for each of the following services:
 - Marketing Strategy Implementation and Brand Management
 - Advertising/Media Planning, Buying, and Reporting
 - Graphic Design
 - Customer Surveys
 - Printing and Mailing
 - English/Spanish Translation
 - Video and Photography
- **Marketing Strategy Implementation & Brand Management**
 - In collaboration with 3CE staff and based on 3CE's existing marketing strategy, conceive and deliver annual marketing and advertising plan document that outlines campaigns, audiences, timeline, assets/resources needed, message focus, estimated costs for billable deliverables, and identifies overall goals and performance metrics.
 - With a focus on cohesive design as well as consistent message, tone, and portrayal of 3CE values, this plan will leverage existing marketing strategy, brand message and value proposition to meet 3CE Communications and Outreach Department annual objectives and further agency's over-arching goals.
- **Advertising/Media Planning, Buying, and Reporting**
 - Strategy, planning, booking and monthly reporting for advertising in support of 3CE Brand Awareness campaign, Energy Programs campaigns, and other campaigns TBD.

- **Graphic Design**
 - Creation of all advertising-related assets – including radio scripts – and responsive to week-to-week agency graphic design needs for presentations, fliers, posters, banners, mailers, cards, folders, and other printed and digital materials as needed.

- **Customer Surveys**
 - Identify, manage, and contract with full services customer research and surveying vendor to implement questionnaire design, sample acquisition and preparation, programming, interviewing, data entry and analysis, and reporting.

- **Printing and Mailing**
 - Communicate directly with 3CE's print and mail house vendor to manage all communications, trafficking and production related to 3CE reoccurring weekly mailers, required annual mailers (Joint Rate Mailer and Power Content Label), printed collateral, business cards, and all other TBD print or mailing projects.

- **English/Spanish Translation**
 - Provide nuanced and culturally sensitive translations including promotional copy and advertising scripts, with a focus on English/Spanish translation.

- **Video and Photography**
 - Provide concept, script, and full video production services in support of advertising and communications needs.
 - Provide still photography as needed including event settings, project builds, press conferences, board meetings, as well as board member and staff headshots.

DELIVERABLES

1. PROJECT MANAGEMENT

Deliverables

- Execute collaboration with 3CE staff regarding project planning and timelines, production, creative direction, messaging, and budget related to all services listed in this RFP.
- Upon receiving approval from designated 3CE staff after project kickoff and again after a minimum of 2 project revisions, manage all marketing strategy implementation and brand management, media buying, graphic design, customer survey, printing and mailing, translation, video production and photography projects at strategic direction of 3CE staff.
- Provide services (this is preferred) or source independently as needed to fulfill 3CE needs for marketing strategy and brand management, media buying, graphic design, customer survey, management of existing 3CE print and mailing services vendor, translation, video production and photography projects.
- Provide timely written monthly updates that include spending vs. forecasted budget, progress reports on current projects, lead times and planning for upcoming projects.
- Duties and responsibilities shall include:
 - Supervising and leading projects for timely deliverables and campaign execution
 - Receiving direction from and collaborating with 3CE staff
 - Management of sub-contractors
 - Managing the project team and delegating tasks
 - Conducting team and planning meetings
 - Providing reports on project progress as required
 - Ensuring project timeline and budget are adhered to
 - Managing performance and metric measurement

2. MARKETING STRATEGY IMPLEMENTATION & BRAND MANGEMENT

Deliverables

- In collaboration with 3CE staff and based on 3CE's existing marketing strategy, conceive and deliver annual Marketing and Advertising Plan document that outlines campaigns, audiences, timeline, assets/resources needed, message focus, estimated costs for billable deliverables, and identifies overall performance metrics.
- With a focus on cohesive design as well as consistent message, tone and portrayal of 3CE values, this plan will leverage existing brand message and value proposition to meet 3CE Communications and Outreach Department annual objectives and further agency's over-arching goals.
- Per the Marketing and Advertising Plan, manage the production of and deliver all related marketing and brand assets and resources.

3. ADVERTISING/MEDIA PLANNING, BUYING, AND REPORTING

Deliverables

At the direction of 3CE staff, CONTRACTOR will be responsible for media buying and creation of all related assets. This includes, but is not limited to campaign planning, negotiating, ad design and scripts, campaign placement, maintaining, monitoring, and adjusting (if needed) the advertising campaigns, monthly reporting, and commercial traffic management.

Also included is invoice review and discrepancy management, consolidation of all advertising invoices into one single itemized monthly invoice that follows 3CE budget coding structure, and pre-payment of related ad buys on behalf of 3CE.

The overall 3-year budget for all advertising (not including related graphic design, video production, etc.) is not to exceed \$1,207,500.

Advertising Plan and all invoices will identify which of the following campaigns any advertisement is supporting:

- 1) Enrollment
- 2) Brand Awareness
- 3) Energy Programs - General
- 4) Electrify Your Ride (Energy Program)
- 5) Electrify Your Home (Energy Program)
- 6) Ag Electrification (Energy Program)
- 7) Demand Side Management (Energy Program)
- 8) Community Workshops
- 9) Miscellaneous/TBD

Draft Advertising Plan - Completed by 10/2/23

The Preliminary Advertising Plan will be a layout of the proposed plan based on quantitative and qualitative research, including mediums, timing, and advertising spend. Preliminary Advertising as well as subsequent advertising will be determined. The Preliminary Advertising Plan will be reviewed by 3CE staff and approved upon incorporation of staff feedback.

Advertising Plan Rate Negotiations - Completed by 10/16/23

Once the Preliminary Advertising Plan is approved by 3CE staff, CONTRACTOR negotiates the best possible deal with advertising vendors to implement the approved 3CE Preliminary Advertising Plan.

Final Advertising Plan – Completed for Final Approval by 10/16/23

This Final Advertising Plan will include a complete breakdown of every portion of the campaign,

including but not limited to rates, total advertisements, impressions, reach, frequency, and line by line costs. The Final Advertising Plan will be reviewed by 3CE staff and approved only after staff feedback is incorporated.

Monthly Reporting, Billing, and Confirmations - Completed 15 days after month-end of every month advertising is booked

At the end of each month, CONTRACTOR will review all invoices to certify that the campaigns were run according to plan and that the billing is correct. 3CE will receive the certified advertising invoice no later than 15 days after month-end. CONTRACTOR will also provide reporting as to how the campaign is progressing. Such reporting will include a breakdown of traditional digital advertising reporting (click-throughs, etc.), related 3CE website analytics, ratings updates from traditional media (if available), and an overall campaign summation. Reporting will breakdown the spending for campaigns related to the following: 2021 Enrollment, Energy Programs, Name Change, Public Safety Power Shutoff, Cost of Service Rate Structure, Re-enrollment, or Miscellaneous.

Plan Adjustment - Completed 25 days after month-end of every month advertising is booked

Following consultation with, and approval of, 3CE staff, CONTRACTOR will make any adjustment necessary to the campaigns by the 25th day after month-end. These adjustments will be based on how each part of the campaign is progressing to ensure maximum results.

Advertising Budget October 1, 2023 - September 30, 2024	Estimated Costs
<u>Energy Programs Advertising</u>	
Electrify Your Ride Program	\$100,000
Electrify Your Home Program	\$60,000
Ag Electrification Program	\$50,000
Demand Response Program	\$50,000
<u>Other Advertising</u>	
Brand Awareness Campaign	\$100,000
Workshops & Webinars	\$37,500
Contingency	\$10,000

<i>Total</i>	<i>\$407,500</i>
Advertising Budget October 1, 2024 - September 30, 2025	Estimated Costs
<u>Energy Programs Advertising</u>	
Electrify Your Ride Program	\$100,000
Electrify Your Home Program	\$60,000
Ag Electrification Program	\$50,000
Demand Response Program	\$50,000
<u>Other Advertising</u>	
Brand Awareness Campaign	\$100,000
Enrollment	\$75,000
Contingency	\$10,000
<i>Total</i>	<i>\$445,000</i>
Advertising Budget October 1, 2025 - September 30, 2026	Estimated Costs
<u>Energy Programs Advertising</u>	
Electrify Your Ride Program	\$100,000
Electrify Your Home Program	\$60,000
Ag Electrification Program	\$50,000
Demand Response Program	\$50,000
<u>Other Advertising</u>	
Brand Awareness Campaign	\$100,000
Contingency	\$10,000

<i>Total</i>	<i>\$370,000</i>
GRAND TOTAL FOR 3-YEAR TERM	\$1,207,500

4. GRAPHIC DESIGN

Deliverables

<u>2023-2026 Annual Deliverables Based on 3CE Fiscal Year (Oct 1 - Sept 30)</u>		
Design, edit, prepare for printing the following Projects (Through September 30, 2024)	Estimated Due Date	Quantity
<u>Notices, Letters, and Mailers</u>		
Cost of Service Letter or Postcard (aka Rate Update mailer) - Format TBD	TBD	1
Opt-In Letter - in window envelope (8.5 x 11)	TBD	1
Opt Opt Out Letter - in window envelope (8.5 x 11)	TBD	1
Opt-Up Letter - in window envelope (8.5 x 11)	TBD	1
Move In /Move Out Postcard (5.5 x 8.5)	TBD	1
Notification Mailer V1: 5.5 x 8.5 Postcard or 8.5 x 11 letter folded/tabbed - Format TBD		1
Notification Mailer V2: 5.5 x 8.5 Postcard or 8.5 x 11 letter folded/tabbed - Format TBD		1
NEM Notification Mailer: 8.5 x 11 letter folded/tabbed		1
CARE/FERA (financial assistance programs) mailer - Format TBD		1
<u>Print and Digital Collateral</u>		
Energy Programs One-Sheet (8.5 x 11)	Sept/Oct	8
Joint Rate Mailer (5.5 x 8.5 postcard mailer)	May/June	1
Power Content Label (5.5 x 8.5 postcard mailer)	Aug/Sept	1
Supplier Diversity Report (12-20 pages, digital only)	Jan/Feb	1
Annual Report (12-20 pages, printed and stable-bound)	Oct/Nov	1
Integrated Resources Plan	Feb	1
Annual Budget Book (12-20 pages, printed and stable-bound)	Aug/Sept	1
Key Account Report Card - Format TBD	TBD	

TBD (Infographics, presentation slides, folios, business cards, etc.)		
Contingency		
Advertising Assets (All assets must be produced in English and Spanish)		
<i>Digital display ads (Up to 5 sizes each round) - regular design/message updates, includes use of gifs, HTML 15-second, static</i>	<i>Bi-monthly Updates (Oct, Dec, Feb, April, June, Aug)</i>	6
<i>Social ads - regular design/message updates, animated or live-action video shorts (15s) for reels and stories, social posts</i>	<i>Bi-monthly Updates (Oct, Dec, Feb, April, June, Aug)</i>	6
<i>Print Ads: Brand Awareness Phase 1 (size TBD)</i>	<i>April</i>	2
<i>Print Ads: Brand Awareness Phase 2 (size TBD)</i>	<i>August</i>	2
<i>*Video advertising assets: See "Video and Photography Services"</i>		

5. CUSTOMER SURVEYS

Deliverables

Two (2) separate customer surveys comprised of minimum 500 interviews (of which minimum 100 customers identify as Spanish speaking and minimum 100 customers enrolled in CARE/FERA financial assistance programs) conducted among active customers in the 3CE service area using a dual-mode approach (telephone and online interviewing) in English and/or Spanish, with contact information provided by 3CE. These prices are comprehensive, and include all costs for questionnaire design, sample acquisition and preparation, programming, interviewing, data entry and analysis, and reporting.

Research Methodology

Dual-mode residential customer survey, with participants contacted via email, landline and wireless phones

Sample

500 customers in Central Coast Community Energy's service area with contact information provided by 3CE

100 customers in each of the five counties served

Margin of Sampling Error

±4.4 percent in 95 out of 100 cases for a sample of 500 interviews

±9.8 percent in 95 out of 100 cases for a sample of 100 interviews in each County

Questionnaire

No more than 15 minutes in length

Language

Telephone interviews to be conducted in English or Spanish based on the preference of the customer.

Deliverables

Following the completion of the survey, we will provide:

- A questionnaire with the topline results of the survey for easy reference
- A complete set of crosstabs in an easy-to-read, comprehensive format
- Verbatim responses to any open-ended questions
- A complete analysis of survey results in PowerPoint
- A presentation of the survey results

CONTRACTOR will also be available for ongoing consultation and any further analysis of the research.

6. MANAGEMENT OF PRINT AND MAILING SERVICES VENDOR

Deliverables

CONTRACTOR agrees to communicate directly with 3CE's print and mail house vendor to manage all communications, trafficking and production related to 3CE reoccurring weekly mailers, required annual mailers (Joint Rate Mailer and Power Content Label), printed collateral, business cards, and all other TBD print or mailing projects. CONTRACTOR will also provide monthly print/ mailing costs as part of monthly accounting (budgeted vs. actuals) report.

Additionally, Required Mailers and Reoccurring Weekly Mailers require coordinating with 3CE's data provider to facilitate secure transfer of customer data.

7. ENGLISH/SPANISH TRANSLATION SERVICES

Deliverables

CONTRACTOR shall provide translation services consisting of translating 3CE Materials from English to Spanish, or other applicable languages requested by 3CE, such that the tone, intent, and context of the 3CE Materials is preserved when read by a native Spanish speaker or native speaker of other applicable language. 3CE Materials shall include all web-based, digital, and written materials.

3CE shall request, and CONTRACTOR shall provide, translation services on a case-by-case basis. CONTRACTOR shall provide a quote for all work to complete the Deliverables. CONTRACTOR's quote shall include an estimate of hours to complete the work as well as the hourly rate, especially if/when expedited service charges apply.

8. VIDEO AND PHOTOGRAPHY SERVICES

Deliverables

Below is an outline of anticipated video needs including details to help inform contractor cost estimates and timelines.

1. Create a total of 12 over-the-top (OTT) format videos for streaming television services and 20 social-media videos in high quality each Fiscal Year: by September 30, 2024, September 30, 2025, and September 30, 2026 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.

Video Deliverables	Estimated Due Date	Annual Quantity
<i>Social media video: Electrify Your Ride Program (animated or live action 30s spot)</i>	<i>Quarterly (Jan, April, July, Oct)</i>	<i>4</i>
<i>Social media video: Electrify Your Home Program (animated or live action 30s spot)</i>	<i>Quarterly (Jan, April, July, Oct)</i>	<i>4</i>
<i>Social media video: Ag Electrification Program (animated or live action 30s spot)</i>	<i>Quarterly (Jan, April, July, Oct)</i>	<i>4</i>

<i>Social media video: Demand Response Program (animated or live action 30s spot)</i>	<i>TBD</i>	<i>2</i>
<i>Social media video x 2: Brand Awareness Phase 1 (animated or live action 30s spot)</i>	<i>April</i>	<i>2</i>
<i>Social media video x 2: Electrify Your Ride Phase 2 (animated or live action 30s spot)</i>	<i>August</i>	<i>2</i>
<i>OTT video: Electrify Your Ride Program (animated or live action 30s spot)</i>	<i>Quarterly (Jan, April, July, Oct)</i>	<i>4</i>
<i>OTT video: Electrify Your Home Program (animated or live action 30s spot)</i>	<i>Quarterly (Jan, April, July, Oct)</i>	<i>4</i>
<i>OTT video: Brand Awareness Phase 1 (animated or live action 30s spot)</i>	<i>April</i>	<i>2</i>
<i>OTT video: Brand Awareness Phase 2 (animated or live action 30s spot)</i>	<i>August</i>	<i>2</i>
<i>TBD Long-form video content (1-3 minute live action)</i>	<i>TBD</i>	<i>1</i>
<i>TBD Social media video (30s animated or live action x 2)</i>		<i>2</i>
TOTAL		

Photography Deliverables	Estimated Due Date	Annual Quantity
<i>Event photography at Annual Meeting</i>	<i>September each year</i>	<i>1</i>
<i>TBD photography in support of advertising design, social media, public relations</i>	<i>TBD</i>	<i>4</i>
<i>Staff/Board of Director head shots</i>	<i>TBD</i>	<i>1</i>

***All estimated/proposed costs include travel**

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.

CENTRAL COAST COMMUNITY ENERGY

STANDARD SERVICES AGREEMENT

This **Agreement** is made by and between CENTRAL COAST COMMUNITY ENERGY (“3CE”) and [CONTRACTOR] (hereinafter “CONTRACTOR”), with its principal place of business located at [ADDRESS]. 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 [XXXX, 202X until XXX, 202X] 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: _____

Rob Shaw, CEO

Date: _____

Date: _____

Vendor

Approved as to Form

BY: _____

BY: _____

Title: _____

xxxxx, General Counsel

Date: _____

Date: _____

Approved as to Financial Terms

BY: _____

Dewayne Woods, 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.

SMALL AND LOCAL PREFERENCE POLICY

PURPOSE:

Central Coast Community Energy (“3CE”) desires, whenever possible, to contract with qualified small and local vendors to provide goods and services to the agency.

3CE’s Small and Local Preference Policy (“Policy”) establishes a preference for qualified small, local, and diverse businesses in non-power services contract opportunities. This policy requires 3CE to directly identify and solicit small, local, and diverse businesses; reduce barriers to contracting with small, local, and diverse businesses; and incentivize small, local, and diverse businesses to engage with 3CE’s contracting process.

GENERAL REQUIREMENTS

1. Any vendor seeking to be recognized as a small, local, and diverse business for purposes of this Policy shall be required to certify they meet the definition of small and local as set out in this policy, and to register as a small, local, and diverse business with 3CE. Registering through the vendor registry enables 3CE to track the effectiveness of the Policy and allows 3CE to provide future notifications to its small, local, and diverse businesses concerning other bidding opportunities.
2. When 3CE evaluates the responses to a formal solicitation for goods or services, where best value is the determining basis for the contract award, a five (5) points preference will be applied to the scoring evaluation for qualified small, local, and diverse businesses.
3. When 3CE evaluates the responses to a formal solicitation for goods or services, where lowest price, is the determining basis for the contract award, a five percent (5%) preference will be subtracted from the bid price of qualified small, local, and diverse businesses. If application of the five percent (5%) preference results in a qualified small, local, and diverse business’ bid being lower than all other bids, the contract shall be awarded to the qualified small, local, and diverse business at that vendor’s bid price.
4. Whenever a responsive qualified small, local, and diverse businesses and a responsive non-small, non-local business have both submitted matching lowest responsive bids, the qualified small, local, and diverse business shall be awarded the contract.
5. When a contract requires subcontractors or sub-consultants, the selected contractor shall solicit proposals from qualified small, local, and diverse businesses whenever possible. No contract awarded to a small and local business shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) or more of the dollar value of the contract to be performed by an entity that is not a small and local business.
6. Each purchasing solicitation made by 3CE shall contain terms expressly describing this Small and Local Preference Policy.

7. This Policy shall not apply to the following categories of contracts:
 1. Power supply contracts
 2. Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract
 3. Contracts for public works, or where preferences described in this Policy are precluded by state or federal laws or regulations.
 4. Any bid announcement which specifically provides that the small and local preference policies set forth in this Policy are suspended due to:
 - a. the unique nature of the goods or services sought, or
 - b. the existence of a local emergency as determined by 3CE and/or one of its member agencies or where such suspension is, in the opinion of 3CE’s General Counsel, required by law.
8. Purchasing made pursuant to a non-competitive award process, including but not limited to, contracts covered by the Little Brooks Act, Government Code, Title I Division 5, Chapter 10, Sections 4525-4529.5 for the purchasing of professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall:
 1. Recognize the importance of local knowledge and experience in timely, cost-effective project execution, as well as 3CE’s desire to promote the use of small and local business enterprises as stated in 3CE’s Annual Supplier Diversity Report and Plan.
 2. Address each of the factors set forth in Section 8.1 in addition to the relevant technical factors set forth in the solicitation unless it is found that the consultant’s location is immaterial to the provisions of the services or supplies that are required by the solicitation.
 3. Include in purchasing solicitations knowledge of the local regulatory environment, local agencies having jurisdiction over the project, and construction industry; experience working on Community Choice Aggregation projects; and demonstrated ability to rapidly respond to 3CE’s needs during project construction and warranty periods.
9. To qualify for small and local preference under this Policy, a small and local business must certify to 3CE that it:
 1. Qualifies as a “Small” and “Local” business as defined within this policy; and
 2. Has not within the five (5) years prior to the request for purchasing goods or services admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud; and

3. Is not currently subject to an unresolved citation or notice of violation of any of 3CE's member agencies' code provisions, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement; and
4. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within 3CE's service area, except any such sums which are the subject of a current legal appeal.

TERMS AND CONDITIONS

The following terms and conditions for small and local business preference shall apply:

10. In order to be eligible for the preference, the small and local business must complete, return, and satisfy the requirements of the small and local business preference affidavit of eligibility and also supply a copy of a current valid business license issued by a 3CE member agency.
11. Any person, firm, corporation, or entity intentionally submitting false information to 3CE in an attempt to qualify for small and local business preference shall be prohibited from bidding on 3CE contracts for a period of three (3) years.
12. The small and local business preference established by this policy shall not be available if it conflicts with state or federal law or regulation.
13. 3CE is not responsible for any business's failure to request, complete, return, or meet the requirements of the small and local business preference affidavit of eligibility.

DEFINITIONS

The terms used in this policy are defined as follows:

14. "Small business" shall be defined as set forth in Government Code Section 14837(d)(1) and mean an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees.
15. "Local business" shall be defined as being a 3CE customer and having its principal place of business mailing address match the address of the 3CE customer account.
16. "Small and local business preference affidavit of eligibility" means an affidavit to be completed by a locally operated business in applying for a preference treatment.
17. "Best value" shall mean a selection process in which written proposals contain both price and qualitative components, and where the award is based upon an evaluation of a combination of price, qualitative considerations, and performance that provides the greatest overall benefit under the specified selection criteria as determined by 3CE.

18. "Power supply contracts" include any contracts for the purchase, sale, and/or delivery of energy or ancillary energy product to 3CE or the CAISO wholesale energy market regardless of specific characteristics of the contract, including but not limited to: (1) whether the resource is "in front of the meter" or "behind the meter;" (2) volumes; (3) price, or; (4) term. Power supply contracts include physical or virtual power purchase agreement structures.