



Request for Proposals

Print and Mailing Services 2023-2026

Proposals due July 21, 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 35 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 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.

RFP OVERVIEW

Throughout the year, 3CE both elects to and is required to send a variety of mailed customer notifications. Doing so requires print and mailing services including bulk-postage rate capabilities and demands timely responses to regular monthly and bi-monthly mailing lists provided by 3CE's data management provider, as well as timely responses to additional mailers 3CE may elect to send at any given time. In addition to general Noticing and Mailers needs, 3CE has needs for Required Mailers to all customers two times each year, as well to each enrolling customer during times of enrolling new customers.

In support of 3CE Marketing & Communications efforts, throughout the year 3CE needs general printing services to produce various printed collateral items such brochures, fact sheets, folders, business cards, etc. The expectation is that the Printer would provide printing services in this area, as well.

REQUIRED NOTICING AND MAILERS

During enrollment of new customers, 3CE is required by law to send four separate notifications to each customer; 60 and 30 days prior to the enrollment month, as well as 30 and 60 days after the enrollment month. These notification mailers may vary in size/format from small and large postcards to folded/tabbed letter-style mailers. 3CE's final enrollment is tentatively scheduled for January 2025 and includes approximately 75,000 customers total within the city of Atascadero plus unincorporated San Luis Obispo County.

Each year, the California Public Utilities Commission requires 3CE to send two unique mailers to all customers (Currently approximately 440,000 and projected to be approximately 515,000 after January 2025); the Joint Rate Mailer and the Power Content Label. These two annual mailers typically go out mid-year and, in the fall, respectively.

GENERAL NOTICING AND MAILERS

During and outside of designated enrollment periods, there are several customer activities which trigger the need for additional mailers to be sent, for example: opting out of 3CE service, opting up to 3CE's 100% renewable service offering, move-in/out notifications, and more. Additionally, 3CE elects to send additional mailers throughout the year announcing important news such as rate changes, billing updates, promotion of service offerings or energy programs, and additional yet to be determined offering announcements.

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

COLLATERAL

During and outside of designated enrollment periods, there are several marketing and communication essentials which trigger the need for collateral to be printed, for example: a general tri-fold brochure in both English and Spanish, a four-panel commercial and energy programs folio, and more. These marketing collaterals will need to be in both English and Spanish, and will be used to explain our services, support our energy programs, and showcase our work.

SCOPE OF SERVICES/DELIVERABLES

Below is an outline of anticipated printing and mailing needs including details to help inform the cost estimates for each item. Also included is a 15% contingency budget to cover unanticipated print needs. **Deliverables include printing, delivering and postmarking all mailers, as well as printing and facilitating the delivery of all brochures, fact sheets, information cards, business cards and any miscellaneous print collateral*.**

*3CE reserves right to email

SCOPE OF SERVICES / DELIVERABLES

	Paper/Ink Specs (full color)	ANNUAL Quantity
ANNUAL PRINT NEEDS:		
Required Annual Joint Rate Mailer & Power Content Label		
Annually in July: Joint Rate Mailer: 6x11 Postcard	100# 50% Recycled Velvet Cover	100,000
Annually in September: 2021 Power Content Mailer: 6x11 Postcard	100# 50% Recycled Velvet Cover	100,000
General Noticing & Mailers - Reoccurring weekly mailers		
Move In / Move Out Letters / 6x11 Postcard V1 (60-day version)	60# 50% Recycled Opaque	20,000
Move In / Move Out Letters #2 / 6x11 Postcard V2 (30-day version)	60# 50% Recycled Opaque	20,000
Opt Out Letters (incl. nonpayment letters) / Letter In #10 Envelope w/ window	60# 50% Recycled Opaque	10,000
3Cprime Enrollment Letters / Letter In #10 Envelope w/ window	60# 150% Recycled Opaque	500
Annual Report Card for Key Accounts / Letter in #10 Envelope w/ window	60# 50% Recycled Opaque	1,000
Re-Enrollment Mailers / 6x11 Postcard	100# 50% Recycled Velvet Cover	10,000
Net Energy Metering Transition Mailer/ Letter in #10 Envelope w/ window	60# 50% Recycled Opaque	10,000
Collateral - Print Approx 50% of Quantities in October each year, 50% March each year		
General Tri-fold Brochure: English/Spanish Front/Back 8.5x11 (flat) 3.67x8.5 (folded)	80# Recycled Velvet Text	1,500
Energy Programs Tri-fold Brochure: English/Spanish Front/Back 8.5x11 (flat) 3.67x8.5 (folded)	80# Recycled Velvet Text	1,500
Electrify Your Ride flyer: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	1,000
Electrify Your Home flyer: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	1,000
Ag Electrification flyer: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	500
Flyer TBD: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	500
Flyer TBD: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	500
Flyer TBD: English/Spanish Front/Back 8.5x11	80# Recycled Velvet Text	500
Folio / 4-Panel, Single Fold 9x12 w/2 Pockets	100# Recycled Velvet Cover	500
Understanding Your Bill English/Spanish Front/Back 8.5x11	100# Recycled Velvet Cover	1,000
Fact Sheet: English/Spanish Front/Back 8.5 x 11	80# Recycled Velvet Text	200
Annual Report: 18-24 double-sided pages (8-page self-cover) 8.5x11	80# Recycled Velvet Cover	150
TBD workshop or event pamphlet	80# Recycled Velvet Text	1,000
Required Enrollment Notification Mailers		
Nov. 2024 Mailer #1 / 6x11 Postcard V1 (60-day version)	100# 50% Recycled Velvet Cover	75,000
Dec. 2024 Mailer #2 / 6x11 Postcard V2 (30-day version)	60# 50% Recycled Velvet Cover	75,000
Feb. 2025 Mailer #3 / 6x11 Postcard V1 (60-day version)	80# 50% Recycled Velvet Cover	75,000
Mar. 2025 Mailer #4 / 6x11 Postcard V2 (30-day version)	100# 50% Recycled Velvet Cover	75,000
15% Contingency (based on print deliverables estimate)		

BUDGET

Please include estimated costs based on Enrollment Notification Mailers, Required Mailers and Collateral. The Shall Not Exceed amount in contract will be calculated by adding an additional 15%-20% contingency budget to estimated costs.

** A five (5) points preference will be applied to the scoring evaluation for qualified small, local, or diverse businesses. Whenever a responsive qualified small, local, or diverse business and a responsive non-small, non-local business have both submitted matching lowest responsive bids, the qualified small, local, or diverse business shall be awarded the contract. Please see 3CE's [Small and Local Preference Policy](#) appended to this document.*

SUBMISSION REQUIREMENTS

1. Proposal must outline unit price and total price for each item in the categories of: Enrollment Notification Mailers, Required Mailers and Collateral.
2. Please be sure to include low and high range for Enrollment Notification Mailers and Required Mailers.
3. Estimated postage must be included for each Enrollment Notification Mailer item
4. Proposal must include proof of USPS Bulk Mail Permit for mailing services with Santa Cruz, San Benito, Monterey, San Luis Obispo and Santa Barbara Counties
5. Full scope of requested services
6. Pertinent conflicts of interest
7. Pertinent references

PROPOSAL DELIVERY

Proposals must be received by 11:59 pm Pacific Daylight Time on July 21, 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 July 7, 2023.

SELECTION TIMELINE

RFP posted:	June 30, 2023
Deadline to submit questions:	July 7, 2023
3CE posts responses to questions:	July 12, 2023
Electronic proposals received by:	July 21, 2023
Finalists alerted:	July 24, 2023
Project awarded:	July 26, 2023
Contract and signatures:	July 28, 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.

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, 2023 until XXXX, 2026] 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: _____

proved as to Financial Terms

: _____

wayne Woods, Chief Financial Officer

te: _____

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.