



Central Coast Community Energy

**70 GARDEN CT
MONTEREY, CA 93940
(831) 641-7222**

REQUEST FOR PROPOSALS FOR:

**Salesforce CRM (Customer Relationship
Management)**

Proposals are due by 5:00 p.m. (PST) on December 19th, 2023.

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SOLICITATION DETAILS SECTION

1.0 INTENT

1.1 Central Coast Community Energy (3CE) is soliciting proposals from qualified Salesforce CRM Vendors and Salesforce Consultants (from now on referred to as "CONTRACTOR(S)") to transition existing configurations and data from our current CRM system onto a new Salesforce platform, ensuring integration with 3CE's existing data warehouse and inclusion of spatial analysis tools within the CRM.

1.2 This RFP aims to identify a CONTRACTOR that can offer a robust, customized Salesforce solution that is easy to use and manage, minimizing the need for ongoing formal Salesforce training for 3CE staff.

2.0 BACKGROUND

2.1 3CE currently leverages a Salesforce CRM system that requires enhancement to better serve our expanding operational demands. Critical areas for improvement and support include Key Accounts reporting and Energy Programs management, which necessitate a more scalable and customizable platform with integrated Salesforce capabilities.

Salesforce Use Cases at 3CE: Enhancements and Aspirations

Advanced Account Hierarchy Management:

We aim to enhance our use of Salesforce for managing a complex hierarchy of customer accounts. This enhancement is key for reporting, outbound communication, and effective oversight across our diverse customer base. Our focus includes:

- Consolidating multiple account names into a principal account for streamlined management.
- Expanding visibility to include all related activities, attributes, and events under the principal account.
- Implementing advanced tree aggregation features for a clearer hierarchical account overview.

Mass Mailer Integration:

Enhancing Salesforce's integration with mass mailer is a priority, particularly for critical campaigns, alerts, and emergency communications. Our goals are to:

- Ensure accurate synchronization of customer lists between internal databases and mass mailing systems.
- Refine targeting to reach current and active customers effectively.

Optimized Energy Program Administration:

The Salesforce's role in administering energy programs is set for further optimization. We plan to use the CRM to:

- Adapt program management to align with specific needs and evolving regulatory requirements.
- Introduce targeted flags for geography, household size, and demographic data.

- Improve Channel Journey Analytics and Optimization, with a focus on functionality like customer targeting and emissions calculations.
- Improve and increase integrations with tools such as Formstack and GIS software.
- Improve and increase reporting and dashboarding functionality.

Automated Data Integration:

We are seeking an automated integration of customer usage and billing data into Salesforce. This capability will:

- Enable direct integration with our data warehouse.
- Provide real-time data for improved decision-making.
- Support our goals through efficient data management.

Enhanced Customer Relationship Management (CRM):

Upgrading our CRM system within Salesforce is essential for maintaining our standards of customer engagement. The upgrade will:

- Offer personalized service and efficient resolution of customer issues.
- Deliver insights into service trends and customer satisfaction metrics.
- Enable the bulk uploading of events and activities relevant to multiple accounts.
- Generate comprehensive engagement reports with detailed event data, segmented by customer type and other key attributes.
- Introduce the ability to add custom attributes for identifying and prioritizing high-value accounts.

2.2 The chosen Salesforce solution must allow for the leveraging of existing configurations and data and provide a seamless transition with minimal disruption to 3CE’s operations.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	November 20th, 2023
3.2	Deadline for Written Questions	5 p.m., December 8th, 2023
3.3	3CE provides responses to questions on 3CE’s website	December 15th, 2023
3.4	Deadline to submit proposals	5 p.m., December 19th, 2023
3.5	Presentations of top-scoring proposals	December 20 th , 2023 – January 8th, 2024 (Excluding holidays)
3.6	Anticipated date 3CE will notify the awardee	January 15th, 2024

***This contract may be subject to approval by 3CE's Operations or
Policy Board of Directors.
This schedule is subject to change, as necessary.***

- 3.7 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a Central Coast Community Energy email shall contact the person designated in Central Coast Community Energy herein to request to be added to the mailing list. Inclusion on the email contact list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS THE CONTRACTOR(S) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing Central Coast Community Energy of their contact information or by regularly checking Central Coast Community Energy's Solicitations webpage at [Central Coast Community Energy Solicitations](#). The addenda will be posted on the website as well.

4.0 POINTS OF CONTACT AND SUBMISSION

- 4.1 Questions and correspondence regarding this solicitation shall be directed to the Primary Contact for Central Coast Community Energy.

Aracely Cardona

Sr. Administrative Specialist

70 Garden Ct Ste 300

Monterey, CA 93940

PHONE: (831) 235-2703

Email: darfp@3ce.org

- 4.2 All questions regarding this solicitation shall be submitted digitally via email to Salesforcerfp@3ce.org. The questions will be researched, and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions. CONTRACTOR should include the title of this solicitation in the subject line.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall only contact 3CE employees with questions or suggestions regarding this solicitation through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

5.1 Overview:

Central Coast Community Energy (3CE) seeks an enhanced Salesforce CRM solution to meet our growing operational needs. The CONTRACTOR will be responsible for designing, implementing, and integrating a Salesforce platform that addresses our specific requirements in account management, mass mailing integration, energy program administration, data integration, and CRM functionalities.

5.2 Transition and Integration:

CONTRACTOR will manage the transition of existing CRM data and configurations from the current system to the new Salesforce platform. This includes:

- Develop a detailed migration plan ensuring data integrity and minimal operational disruption, including an individualized plan for each department directly utilizing the CRM platform
- Customization of the Salesforce environment to reflect and maintain continuity of current operations.
- Integration with 3CE's existing data warehouse, ensuring seamless data flow and reporting capabilities.
- Integration and automated uploading of application data from energy programs implemented by 3rd party CONTRACTORS.
- Incorporation of spatial analysis tools within the CRM to enhance visualization and management of geographic data related to projects, programs, and key accounts.

5.3 Customization and Configuration:

The CONTRACTOR will customize the Salesforce platform to meet the specific needs of 3CE various use cases, which includes but is not limited to:

- **Advanced Account Management:** Implement features for managing account hierarchies, including account consolidation and enhanced visibility of related activities.
- **Optimized Energy Program Administration:** Adapt Salesforce for energy program management, ensuring compliance, demographic targeting, and integration with Formstack and GIS for improved functionality.
- **Customizable Energy Programs:** Enable in-house customization of energy programs, from form creation to defining program elements.
- **Enhanced Campaign Management:** Improve integration with mass mailer systems for effective campaign management, including customer list synchronization and targeted outreach.
- **Automated Data Integration:** Streamline the integration of customer usage and billing data with our data warehouse for real-time availability.
- **Upgraded CRM Functionalities and Efficiency:** Enhance CRM to offer personalized services, detailed reports, and custom attributes for key accounts, along with intuitive user interfaces, automated workflows, and advanced reporting and dashboard features for improved decision-making and efficiency.

5.4 User Adoption and Training:

To ensure successful adoption of the new system, the CONTRACTOR will provide:

- Comprehensive training materials and sessions for all 3CE platform users, with options for either live in-person or remote sessions, tailored to address staff queries and ensure thorough understanding.
- Development of self-help resources and documentation to enable staff to utilize the CRM effectively without formal training.
- A plan for ongoing support and training updates as the system evolves. This plan must be submitted for approval to 3CE, to ensure it is tailored to the unique needs of the staff and aligns with organizational objectives.

5.5 Ongoing Support and Maintenance:

The CONTRACTOR will offer ongoing support services, which include:

- A service level agreement (SLA) outlining the support and maintenance terms.
- On-call technical support to address any issues or challenges that arise post-implementation.
- Regular updates and upgrades to the Salesforce platform ensure that 3CE benefits from the latest features and security enhancements.

5.6 Project Management and Reporting:

The CONTRACTOR will be expected to manage the project according to professional standards, which include:

- Regularly report progress and checkpoints with 3CE's project management team.
- Adherence to agreed-upon timelines and milestones.
- Risk management planning and mitigation strategies to address potential challenges during the project lifecycle.

5.7 Deliverables:

The CONTRACTOR will provide the following deliverables:

- A fully functional Salesforce CRM platform customized to 3CE's requirements.
- Documentation of all customizations, integrations, and data migration processes.
- Training materials and user guides for 3CE staff.
- A final report summarizing the project outcomes, lessons learned, and recommendations for future enhancements.

5.8 Ownership and Access:

Upon completion of the project, 3CE will retain full ownership and access to:

- All custom-developed applications, configurations, and data within the Salesforce platform.
- Any proprietary tools or solutions developed by CONTRACTOR as part of this project.

6.0 CONTRACT TERM

6.1 The term of the services requested is anticipated to be for a period of one (1) year with the option to extend for two (2) additional one (1) year terms.

6.1.1 3CE is not required to state a reason if it elects not to renew.

6.2 If the final service agreement ("AGREEMENT") awarded pursuant to this Request for Proposals ("RFP") includes options for renewal or extension, the CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that 3CE reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with thirty (30) days' written notice, or immediately with cause.

7.0 QUALIFICATION REQUIREMENTS

7.1 CONTRACTOR Experience and Expertise:

CONTRACTORS must demonstrate a proven record of accomplishment in the successful delivery of Salesforce CRM solutions, particularly in the utility sector or related industries. This experience should include:

- At least five years of experience in implementing Salesforce CRM solutions.
- Previous projects involved complex data migrations and integrations with existing IT ecosystems.
- Case studies or references from past clients highlight the CONTRACTOR's ability to deliver customized solutions and manage large-scale CRM implementations.

7.2 Technical Proficiency:

CONTRACTORS must possess deep technical expertise in Salesforce products and platforms, evidenced by the following:

- Certifications in Salesforce administration, development, and architecture.
- Experience with Salesforce's suite of products, including Sales Cloud, Service Cloud, Marketing Cloud, and Community Cloud.
- Proficiency in Salesforce development languages and tools, such as Apex, Visualforce, and Lightning Components.

7.3 Industry Knowledge:

CONTRACTORS should have a strong understanding of the energy utility sector's unique needs and regulatory environment, demonstrated by:

- Previous engagements with utility companies or energy sector clients, focusing on CRM strategy and implementation.
- Knowledge of industry-specific processes and challenges, such as energy program management, customer engagement, and regulatory compliance.
- Experience integrating spatial analysis tools and other industry-relevant technologies within a Salesforce environment.

7.4 Project Management Capabilities:

CONTRACTORS must exhibit robust project management capabilities, including:

- A methodology for managing CRM implementation projects, from initial planning to final delivery and post-implementation support.
- Experience in working with cross-functional teams and coordinating with various stakeholders.
- Ability to adhere to project timelines and budgets while maintaining high-quality deliverables.

7.5 Support and Training:

CONTRACTORS must be able to provide support and training services, as evidenced by:

- A structured training program for end-users and IT staff, including documentation, hands-on sessions, and ongoing support.
- Availability of a dedicated support team to address technical issues and provide maintenance services.
- A clear and detailed service level agreement (SLA) that outlines response times, support hours, and escalation procedures.

7.6 Innovation and Thought Leadership:

CONTRACTORS are expected to demonstrate innovation and thought leadership in the CRM space by:

- Providing insights into emerging CRM trends and how they can be leveraged for 3CE's benefit.
- Suggesting innovative solutions and best practices for CRM implementation and utilization.
- Engaging in continuous learning and development to stay ahead of the curve in Salesforce technologies and methodologies.

7.7 Financial Stability:

CONTRACTORS must show financial stability and the ability to engage in a long-term partnership with 3CE, supported by:

- Evidence of financial health and stability over the past five years.
- Willingness to engage in mutually beneficial financial arrangements that align with 3CE's

budgetary constraints and project goals.

7.8 Local and Community Engagement:

Preference may be given to CONTRACTORS that demonstrate a commitment to local and community engagement, including:

- A record of accomplishment of hiring locally or contributing to the local economy.
- Policies and practices that support diversity, equity, and inclusion in the workplace.
- Participation in community initiatives or programs that align with 3CE's values and mission.

8.0 PROPOSAL PACKAGE REQUIREMENTS

- 8.1 CONTENT AND LAYOUT:** THE CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Package Layout: Organize and Number Sections as Follows:	
	COVER LETTER (INCLUDING CONTACT INFO) <small>(OBJ)</small>
Section 1	TABLE OF CONTENTS
Section 2	LICENSING & QUALIFICATION REQUIREMENTS
Section 3	PROJECT LEAD, KEY STAFF, EXPERIENCE AND REFERENCES
Section 4	PROPOSED SCOPE-OF-WORK
Section 5	FEE SCHEDULE
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 - Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and contact information as follows:

Contact Info: The name, address, telephone number, and email address of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence. If applicable, indicate Small and Local CONTRACTOR status (see Section 12 of this RFP)

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Section 2 - Licensing & Qualification Requirements:

CONTRACTOR must acknowledge that it meets the qualifications required as set forth in Section 7.0 herein; indicating all licenses, degrees and certifications held. Copies of License, Degree, and/or Certificates may be included in this section.

Section 3 - Project Lead, Key Staff, Experience & References:

Key Staff Persons: THE CONTRACTOR shall identify a project lead responsible for all deliverables, all key staff and subcontractors and include their titles, qualifications, and a summary of their experience as it is relevant to the services specified herein. 3CE must approve changes to the project lead and may require a change in project lead.

Experience & References: CONTRACTOR shall describe up to 5 similar projects or contracts for which it provided services identical to the scope of work described herein. Please include phone numbers (and email addresses if possible) of critical contacts from these job experiences as Central Coast Community Energy may conduct reference checks using this information.

Section 4 - Proposed Scope of Work:

CONTRACTOR shall include the proposed SCOPE OF WORK as outlined in Section 5.0 of this RFP. The SCOPE OF WORK should detail project plans, timelines, staffing, and costs.

Section 5 - Fee Schedule:

CONTRACTOR shall submit an all-inclusive fee schedule for an initial one (1) year term of the AGREEMENT, itemized for each Task in Section 5. Pricing should include up to two (2) one (1) year terms after the initial one (1) year term.

Section 6 - Exceptions:

Submit all exceptions to this solicitation on separate pages and identify the top of each page with "EXCEPTION TO CENTRAL COAST COMMUNITY ENERGY SOLICITATION." Each Exception shall reference the RFP page and section numbers, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate Central Coast Community Energy to revise the terms of the RFP or AGREEMENT.

Section 7 - Appendix:

CONTRACTOR may provide any additional information that it believes to apply to this proposal package and include such data in an Appendix section. This may include a "red-lined" 3CE Standard Services Agreement Template.

- 8.2 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents "confidential" or "proprietary" and

should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Electronic Submission. All proposals must be submitted electronically through email form with the appropriate attached documents combined into a single .pdf document not to exceed 150 MB to the following email address: darfp@3ce.org . CONTRACTOR should include the title of this solicitation and the name of the organization in the subject line of the email.
- 9.2 Proposal information not properly addressed to and not timely received by Primary Contact will be considered undelivered. Proposals failing to provide complete responses as required may be considered non-conforming. CONTRACTOR should not send, and 3CE will not accept, paper copies of electronic proposals.
- 9.3 Acceptance. Proposals are subject to acceptance at any time within 90 days (about 3 months) after opening. Central Coast Community Energy reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsive proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.4 Ownership: All submittals in response to this solicitation become the property of Central Coast Community Energy.
- 9.5 Compliance: Proposal packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.6 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION & SCORING CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for Central Coast Community Energy to evaluate proposals regarding the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The Scoring criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Qualifications	20
Experience	20
Pricing	15
Demonstrated capacity to fulfill Scope of Work as outlined	40
Local Preference	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 The award(s) resulting from this RFP will be made to the CONTRACTOR(S) that submits a response that, in the sole opinion of Central Coast Community Energy, best serves the overall interest of Central Coast Community Energy.
- 10.5 The award made from this RFP may be subject to approval by Central Coast Community Energy Operations Board of Directors or Policy Board of Directors.

11.0 FEE SCHEDULE

- 11.1 CONTRACTOR shall submit an all-inclusive fee schedule for an initial one (1) year term of the AGREEMENT and prices for two (2) subsequent one (1) year renewals. Applicable Tax should be billed and shown as a separate line item.
- 11.2 CONTRACTOR prices and terms stated in proposal package Section 5 - Fee Schedule shall be effective from the date the proposal is submitted to the day any AGREEMENT is awarded and through the initial term of any AGREEMENT.
- 11.3 Before the work starts, Central Coast Community Energy and CONTRACTOR(S) will agree on the project's budget.
- 11.3.1 3CE will provide a defined scope.

11.3.2 Pricing may include an hourly and project rate, based on 3CE staff's direction.

11.3.3 Prices quoted for Services must remain in effect for at least ninety (90) days of receipt by 3CE.

11.4 Proposals should include any discounts and/or incentives offered.

12.0 SMALL AND LOCAL PREFERENCE

12.1 3CE desires, whenever possible, to contract with qualified small and local CONTRACTORS to provide goods and services to the agency. Each local CONTRACTOR providing goods, supplies, or services funded in whole or in part by 3CE funds, or funds which 3CE expends or administers, shall be eligible for local preference points or percentages as provided in this section.

12.2 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. To view 3CE's Local Preference Policy in its entirety, use the following link: [Central Coast Community Energy Local Preference Policy](#)

12.3 Any CONTRACTOR seeking to be recognized as a small, local, and diverse business by 3CE shall be required to certify they meet the definition of small and local as set out in the Policy, and to register as a small, local, and diverse business with 3CE. Registering through the CONTRACTOR 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. To access the 3CE Local CONTRACTOR Registration Form, use the following link: [Local CONTRACTOR Registry](#)

12.4 When 3CE evaluates the responses to a 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.

12.5 When 3CE evaluates the responses to a solicitation for goods or services, where the 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 CONTRACTOR's bid price.

12.6 Whenever a responsive qualified small, local, and diverse business 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.

- 12.7 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 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 local business.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT with 3CE, 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.

13.1.2 This verification of coverage shall be sent to 3CE, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under any AGREEMENT until it has obtained all insurance required and such insurance has been approved by 3CE. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- 13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by 3CE.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR'S duty to 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:

- (i) **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. *(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to 3CE approval.)*

(ii) Automobile Insurance Threshold:

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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to 3CE approval.)

(iii) 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to 3CE approval.)

(iv) 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.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to 3CE approval.)

13.4 Other Insurance Requirements:

13.4.1 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.

- 13.4.2 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.
- 13.4.3 CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate than on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.4 CONTRACTOR shall always, during the term of an AGREEMENT, maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by 3CE, annual certificates to 3CE. If the certificate is not received by the expiration date, CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles 3CE, at its sole discretion, to terminate the AGREEMENT immediately.

14.0 RESERVATION OF RIGHTS

- 14.1 No Guaranteed Value: 3CE does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board Approval: The award(s) made from this solicitation may be subject to approval by the Central Coast Community Energy Operations Board.
- 14.3 Interview: 3CE reserves the right to interview the selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: 3CE is not liable for any cost incurred by the CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 14.6 In 3CE's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submits (s) a response that, in the sole opinion of 3CE, best serves the overall interest of 3CE.
- 14.7 Multiple Award(s): 3CE has the option to award a portion or portions of this contract to

multiple successful CONTRACTORS at the sole discretion of and benefit to 3CE.

15.0 SIMULTANEOUS CONTRACT NEGOTIATION

- 15.1 3CE will pursue contract negotiations with the CONTRACTOR(S) who submit(s) the best proposal or is deemed the most qualified in the sole opinion of 3CE, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of 3CE, 3CE may pursue contract negotiations with the entity that submitted a Proposal which 3CE deems to be the next best qualified to provide the services, or 3CE may issue a new solicitation, or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with 3CE for the provision of the requested service. The AGREEMENT shall be written by 3CE in a standard format approved by 3CE's General Counsel.

Submission of a bid/proposal will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein.

3CE may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of Central Coast Community Energy when received by Central Coast Community Energy and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION," in strict conformity with the specific requirements set forth in section 8.2 above. Central Coast Community Energy will not disclose proprietary information to the public unless required by law; however, Central Coast Community Energy cannot guarantee that such information will be held confidential. As a California government entity, 3CE is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. 3CE will respond to requests for disclosure of records related to this solicitation in accordance with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate in their fee schedule if CONTRACTOR agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits. CONTRACTOR'S response to this question will not be considered in award of the Agreement resulting from this solicitation. When CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies, and 3CE shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

20.0 SAMPLE AGREEMENT SECTION

The 3CE STANDARD SERVICE AGREEMENT TEMPLATE with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed as a separate attachment accompanying this RFP, found on the 3CE Solicitations Webpage. CONTRACTORS may review and provide a “redline” markup as part of the Proposal Package.

-- End of Sample Agreement Section --