



Central Coast Community Energy

**70 GARDEN CT
MONTEREY, CA 93940
1 (877) 455-2223**

REQUEST FOR PROPOSALS

Program Facilitator for Virtual Home Energy Assessment

Proposals are due by 5:00 PM (PDT) on August 8, 2025

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 Central Coast Community Energy, hereinafter referred to as 3CE, is requesting proposals from qualified parties to serve as a program facilitator of the Virtual Home Assessment offering of 3CE's Electrify Your Home program. The facilitator, hereinafter referred to as CONTRACTOR, will conduct Virtual Home Assessments which will be available to residential 3CE customers residing in single-family homes. This Request for Proposals (RFP) is expected to result in a contract with a term of up to three fiscal years.

2.0 BACKGROUND

- 2.1 3CE is a Community Choice Aggregator ("CCA") established in 2017 pursuant to Public Utilities Code Section 366.2 and operates as a joint powers authority pursuant to Government Code section 6500 et seq. 3CE currently serves residential, commercial, and industrial customers in cities and unincorporated communities in Monterey, San Benito, Santa Cruz, Santa Barbara, and San Luis Obispo counties.
- 2.2 Building electrification is a key component to decarbonization. 3CE and other local, state and federal programs currently offer financial and technical assistance for residential customers transitioning from gas to electric home appliances. 3CE supports the local economy and its customers by engaging contractors and installers across its service area. 3CE is enhancing its current home electrification, offering to better serve the needs of its customers with dedicated components for market rate and low-income customers. The enhancements are based on staff research, input from 3CE's Community Advisory Council, and community workshops.
- 2.3 3CE's improved home electrification program, herein referred to as "Electrify Your Home or EYH) will provide post installation rebates to 3CE customers for heat pump water heaters, heat pump space heaters, portable heat pump space conditioners, and induction cooktops. A "pre-wiring" rebate may be added to a project requiring home wiring or electrical panel upgrades. The base rebate will have two levels based on income: a "market rate" offering for average and above income levels, and a "low-income" offering for customers below a set income level. The core program will be administered in-house, by 3CE staff.
- 2.4 3CE's EYH program will include a Virtual Home Assessment pilot designed to provide personalized reports for single family homes. This RFP seeks a CONTRACTOR to build, implement, and maintain a Virtual Home Assessment tool.

3.0 CALENDAR OF EVENTS

Anticipated Dates

Issue RFP	July 7, 2025
Deadline for written questions	5 pm, July 21, 2025
3CE responds to questions on 3CE's website	July 29, 2025
Deadline to submit proposals	5 pm, August 8, 2025
Possible virtual interviews of top-scoring proposals	August 22 - September 3, 2025
Possible Notice of Intent to Award	September 12, 2025
Anticipated award of contract	November 14, 2025
Anticipated pilot launch	January 1, 2026

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

3.1 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 in section 4.1 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](#). Addenda will be posted on the website as well.

3.2 Description of Calendar of Events

- 1. Issue RFP.** The Request for Proposal Packet may be obtained from 3CE's [website](#). 3CE will not be responsible for the completeness or accuracy of the Request for Proposal Packet retrieved from any other source than directly from 3CE.
- 2. Deadline for Written Questions.** Submit all written questions by the deadline to epRFP@3ce.org. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PST on July 29, 2025 (see CALENDAR OF EVENTS). Questions will be responded to in writing. Written summaries of all questions and answers will be published on 3CE's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued if necessary.

3. **3CE responds to questions on 3CE's website.** Any material change to the RFP will be listed in an addendum to the RFP and posted on 3CE's website by July 29, 2025. Additional written questions must be received by 3CE no later than two (2) business days after an addendum is posted. 3CE reserves the right to post additional addenda until the RFP closing date and time. The Proposer is responsible for indicating acknowledgment, signing, and returning addendums with their response. 3CE reserves the right to reject any responses deemed to be non-responsive.
4. **Deadline to submit proposals.** Proposals must be received no later than the deadline specified above.
5. **Possible virtual interviews of top-scoring proposals.** 3CE will have the option to interview top proposer(s). Interview meetings will be virtual.
6. **Anticipated award of contract.** A formal written notice of intent to award the contract will be sent to the selected proposer, also referred to as CONTRACTOR. The notice will include the anticipated date of the Operations Board meeting when the item will be presented.

4.0 POINTS OF CONTACT & SUBMISSION

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

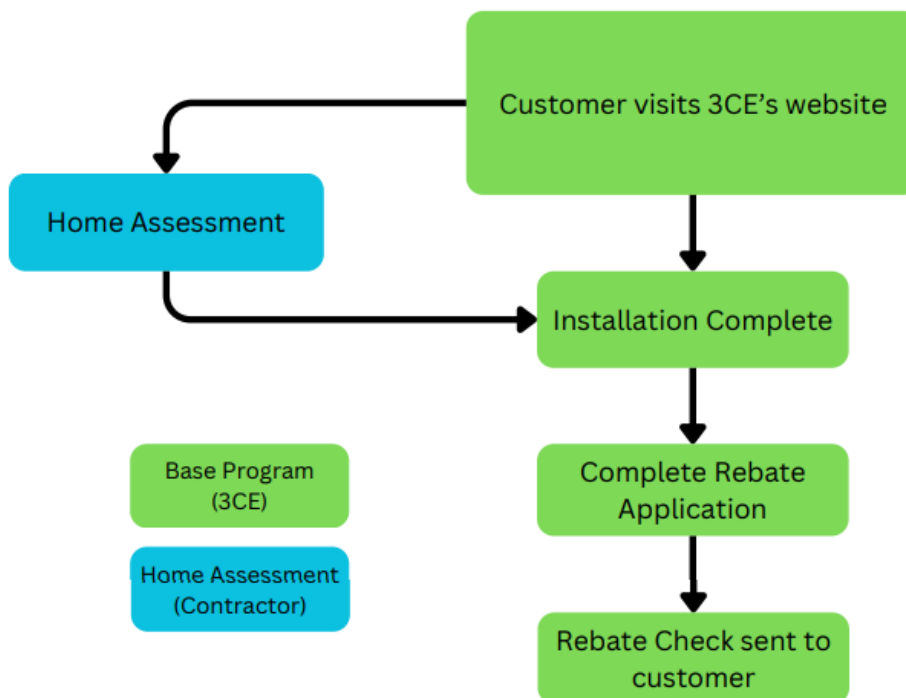
Christopher Cook, PE
Director of Energy Programs
70 Garden Ct, Suite 300
Monterey, CA 93940
Phone: (831) 238 - 5605
Email: epRFP@3ce.org

- 4.2 All questions regarding this solicitation shall be submitted digitally via email to epRFP@3ce.org. The questions will be researched, and the answers will be communicated to all known and interested proposers after the deadline for receipt of questions. Proposers should include the title of this solicitation in the subject line. For copies of this RFP or its related materials in alternative formats for persons with disabilities, please email: epRFP@3ce.org.
- 4.3 Prospective Proposers shall not contact 3CE employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification.

5.0 SCOPE OF WORK

3CE's home electrification program will provide post installation rebates for heat pump water heaters, heat pump space heaters, portable heat pump space conditioners, and induction cook tops to eligible 3CE customers. A "pre-wiring" rebate may be added to a project requiring home wiring or electrical panel upgrades. The base rebate will have two levels based on income: a "market rate" offering for average-and-above income levels, and a "low-income" offering for customers below a set income level. The core program will be administered in-house, by 3CE staff. Rebates will be available for eligible single family and multifamily residences.

This RFP seeks a CONTRACTOR for the Home Assessment Pilot element of the EYH Program, which will be conducted via an online portal. As further specified in the "CONTRACTOR Tasks" section below, the CONTRACTOR will build or provide, implement, and maintain a virtual (online) home assessments tool to be integrated into 3CE's website. Virtual home assessments will be completed by the homeowner or occupant and will result in a report featuring appliances relevant for electrification, potential bill impacts, replacement heat pump appliance details, home electrification next steps, and other relevant information. The assessments will not presuppose a home electrification project and will be available for any eligible, residential 3CE customer that applies to the program, budget permitting.



Virtual Home Assessment Goals:

- Provide 3CE customers a report with relevant and educational information on home electrification including appliance electrification opportunities available in their homes, additional upgrades required, and funding opportunities available
- Accurately model potential bill impacts of home electrification
- Support at least 300 unique, 3CE customers with virtual home assessments
- Support customers with any follow up questions or concerns about their home assessment

CONTRACTOR Tasks:

Program Design and Set Up (Tasks 5.1 – 5.2)

5.1 Kickoff and Check-in Meetings

- 5.1.1 CONTRACTOR will develop an agenda and lead a kickoff meeting at a mutually agreed upon date after contract negotiations are finalized. The kickoff meeting's purpose will be to discuss timelines, budget, administrative processes, and reporting expectations.
- 5.1.2 CONTRACTOR will work with 3CE program manager to set up recurring meetings to last the duration of the contract term. Meetings will occur at a cadence agreed upon by 3CE and CONTRACTOR and may change through the duration of the contract term as mutually agreed upon. Meeting will be used to coordinate initial assessment tool development, integration with 3CE's website, report design, track assessment performance and customer feedback, and complete administrative tasks. CONTRACTOR will create a meeting agenda to be distributed at least one day prior to the meeting and will take meeting minutes to be distributed to relevant parties.

Task 5.1 Deliverables: Meeting scheduling, meeting agenda, and meeting minutes

5.2 Home Assessment Template

- 5.2.1 CONTRACTOR to create and present for 3CE approval, a template to be used for single family Home Assessments. The template, and final Home Assessments, should be in PDF format and should include at least the following:
 - 5.2.1.1 Instructions for homeowners to collect information for assessment (if relevant)
 - 5.2.1.2 General description of home electrification benefits and heat pump technology
 - 5.2.1.3 Currently installed appliances relevant for heat pump or electric retrofit
 - 5.2.1.4 Specifications about the type of heat pump appliance that could be installed
 - 5.2.1.4.1 This may include as many choices per appliance category (water heater, space heater, cooktop) as are relevant.

- 5.2.1.5 While 3CE's rebate offering will not include any measures beyond heat pump HVAC, heat pump water heater, portable heat pump conditioners, and induction cooktops, the report may include information, recommendations and the associated bill impacts of home weatherization/efficiency measures such as but not limited to:
 - 5.2.1.5.1 Insulation, air sealing, window replacement, LED light upgrades, residential solar installation, home battery storage, or other such measures.
- 5.2.1.6 Estimated impacts on a homeowner's utility bill (gas and electric) from electrifying appliances
- 5.2.1.7 Common financing options
- 5.2.1.8 List of installers that have participated in 3CE's program
- 5.2.2 CONTRACTOR should also indicate how/where in the report 3CE can add branded content to the report.

Task 5.2 Deliverables: Home assessment template

Program Implementation + Administration (tasks 5.3 – 5.4)

5.3 Customer and Project Data Collection

- 5.3.1 CONTRACTOR will collaborate with 3CE to establish a process that allows CONTRACTOR to deliver relevant customer data to 3CE. This information should be in a format compatible with 3CE's internal software including 3CE's customer relationship management "CRM" software, Salesforce, and should enable 3CE to aggregate customer/assessment information collected through the assessment.
- 5.3.2 CONTRACTOR will adhere to 3CE's privacy and confidentiality policies and will execute a separate Non-Disclosure Agreement as part of providing any services to 3CE or its customers.

Task 5.3 Deliverables: CONTRACTOR will create a process to deliver relevant customer and assessment information to 3CE.

5.4 Home Assessment Implementation

- 5.4.1 Customers interested in a virtual home assessment will complete the assessment on 3CE's website. To implement the virtual home assessments, CONTRACTOR will:
 - 5.4.1.1 Build or provide an online assessment tool
 - 5.4.1.2 Complete or assist in embedding the assessment tool into 3CE's website
 - 5.4.1.3 Provide customer facing directions for assessment to be uploaded to 3CE's website
 - 5.4.1.4 Through duration of the agreement, CONTRACTOR will implement changes or enhancements to the assessment tool or generated report agreed upon by 3CE and CONTRACTOR

- 5.4.1.5 CONTRACTOR will monitor assessment tool utility bill impacts to ensure accuracy
- 5.4.1.6 Distribute Home Assessment to homeowner within agreed upon timeline.
- 5.4.1.7 Provide a channel for home assessment recipients to ask questions regarding results of home assessment with a home performance professional.

Task 5.4 Deliverables: Continued implementation of Virtual Home Assessment for the term of the Agreement

6.0 CONTRACT TERM

6.1 The term of the services requested is anticipated to be a period of one (1) year, with the option to extend for two (2) additional years. 3CE is not required to state a reason if 3CE chooses not to renew the contract.

6.2 If the final service AGREEMENT awarded pursuant to this 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. 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 a thirty-day (30) written notice, or immediately with cause.

7.0 QUALIFICATION REQUIREMENTS

- 7.1 Qualified CONTRACTORS must demonstrate their expertise and experience in the following:
 - 7.1.1 Delivering high quality virtual home assessments which include the elements described in the “Scope of Work” section
 - 7.1.2 Delivering final reports for customers based on virtual home assessment results
 - 7.1.3 Ingesting utility data to generate accurate bill impact on predictions based on home electrification or weatherization measures
- 7.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for the State of California and CAL/OSHA regulations, as applicable.
- 7.3 CONTRACTOR is to ensure that the insurance, liability, professional errors and omissions insurance and licensing, qualifications, prevailing wage, and requirements herein are current during the full term of the AGREEMENT.

8.0 PROPOSAL PACKAGE REQUIREMENTS

CONTENT AND LAYOUT: 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. Proposal 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:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	TABLE OF CONTENTS
Section 2	LICENSING & QUALIFICATION REQUIREMENTS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	PROPOSED SCOPE-OF-WORK
Section 5	ADDITIONAL QUESTIONS
Section 6	FEE SCHEDULE
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 – Cover Letter & Table of Contents 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 Vendor status (see Section 12 of this RFP).

Table of Contents: include section headers for each section and page numbers

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 must be included in this section.

Section 3 - Project Experience & References

Key Staff Persons: CONTRACTOR shall identify all key staff and subcontractors and include their titles, qualifications, and a summary of their experience as it is relevant to the services identified herein.

Experience & References: CONTRACTOR shall describe up to three similar projects or contracts for which it provided services like the scope of work described herein. Additionally, this section

should include an example home assessment conducted, if available. Please include phone numbers (and email addresses, if possible) of key 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 clearly detail project plans, timelines, and staffing.

Section 5 – ADDITIONAL QUESTIONS

CONTRACTOR shall include responses to all of the following questions as outlined in section. The ADDITIONAL QUESTIONS should be clearly answered, with the question indicated.

- A. What questions or information does your home assessment include? Please provide examples of the virtual home assessment tool interface and describe how the tool adapts to differing levels of engagement by the customer (i.e. how does the tool remain relevant for a customer with an in depth understanding of their home's energy use vs. a customer who has almost no knowledge of home performance).
- B. What information does your final home assessment report include? Please attach a sample home assessment report that customers would receive.
- C. What marketing, outreach, and CONTRACTOR education experience do you have in educating homeowners on the benefits of heat pump technology?
- D. In what ways and where with 3CE be able to include branded information on the final report?
- E. Do you intend to employ any subcontractors? If yes, what purpose will they serve and how will you ensure subcontractors are performing in accordance with 3CE and CONTRACTOR contractual agreement?

Section 6 - FEE SCHEDULE

- A. CONTRACTOR shall submit an all-inclusive fee schedule for an initial one - (1) year term of the AGREEMENT. The proposed fee shall represent the total cost to deliver all services described in the Scope of Work (SOW), regardless of time, materials, or units. The fee should encompass, but is not limited to:
 - i. Development or integration of a building assessment tool or platform into 3CE's systems
 - ii. Deliver up to 300 Virtual Home Assessments (as defined in the SOW)
 - iii. All administrative duties, including project management, meetings with 3CE staff, data collection, and reporting
 - iv. Customer service and support to assessment recipients
- B. To ensure comparability across proposals, CONTRACTOR shall base their all-inclusive fee on the following program assumptions:
 - i. The program will support three hundred (300) virtual Home Assessments per fiscal year.

- ii. The assessment may lead to customer-implemented weatherization or efficiency upgrades as described in Section 5.2.1.5. While implementation of these upgrades is not part of this RFP scope, CONTRACTOR shall provide sufficient detail in their assessments to support future program phases.

Section 7 - EXCEPTIONS

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO CENTRAL COAST COMMUNITY ENERGY SOLICITATION." Each Exception shall reference the RFP page number and section number, 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. Items not excepted will not be open to later negotiation.

Section 8- APPENDIX

- A. CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.
 - a. Provide, current and audited Financial statements
 - b. Provide a current client list
 - c. Provide a sample Home Assessment Report tailored to a real or hypothetical residential customer.
 - d. Provide, if available, any applicable current CONTRACTORS State License Board (CSLB) license number(s) and name associated with CSLB license number(s) and other certifications or licenses to perform Proposed Scope of Services.

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 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

- 9.0 **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: epRFP@3ce.org. CONTRACTOR should include the title of this solicitation and the organization's name in the email's subject line.
- 9.1 Proposal information not properly addressed to and not timely received by the 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.

- 9.2 Acceptance: Proposals are subject to acceptance at any time within 90 days 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.
- 9.3 Ownership: All submittals in response to this solicitation become the property of 3CE.
- 9.4 Public Disclosure: All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq. Public disclosure may be made regardless of whether the RFP Materials are marked "confidential," "proprietary," "Copyright ©" or otherwise, and regardless of any statement purporting to limit the 3CE's right to disclose information, or requiring 3CE to inform or obtain the consent of the applicant prior to the disclosure of the RFP Materials. Submission of any proposal or communication pursuant to the RFP constitutes acknowledgment and consent by the applicant to the potential public disclosure of its RFP Materials.
- 9.5 Financial Responsibility: 3CE accepts no financial responsibility for any costs incurred by a proposal in responding to this RFP.
- 9.6 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.
- 9.7 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.8 Expenses: Expenses incurred in the preparation of this proposal, or any other action responding to this RFP shall be the sole responsibility of the CONTRACTOR.
- 9.8 Time: Time when stated as a number of days shall include Sundays and Saturdays, excluding legal holidays.

10.0 SELECTION & SCORING CRITERIA

- 10.0 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 3CE to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.1 The Scoring criteria include the following: **(100 points total)**.

SCORING CRITERIA	MAXIMUM POSSIBLE SCORE
Qualifications	20
Experience	20
Pricing	30
Demonstrated capacity to fulfill the Scope of Work as outlined	25
Local Preference	5
TOTAL	100

10.2 AGREEMENT award(s) will not be based on cost alone.

10.3 The award(s) resulting from this RFP will be made to the CONTRACTOR(S) that submit(s) a response that, in the sole opinion of Central Coast Community Energy, best serves the overall interest of Central Coast Community Energy.

10.4 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

11.0 CONTRACTOR shall submit a cost sheet and an all-inclusive fee schedule for an initial one-(1) year term of the AGREEMENT. Please refer to the Section 8.0 Proposal Package Requirements subsection 6 – FEE SCHEDULE for more details on items to include. Applicable tax and travel expenses should be billed and shown as a separate line item.

11.1 CONTRACTOR prices and terms stated in the proposal package 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.

11.2 Prior to the start of the work, 3CE and CONTRACTOR(S) will mutually agree upon the payment terms.

11.2.1 3CE will provide a defined scope.

11.2.2 Pricing may include an hourly rate and audit services flat fee, based upon the direction of 3CE staff.

11.2.3 Prices quoted for Services must remain in effect for a minimum of sixty (60) days of receipt by 3CE.

11.3 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 vendors 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 vendor 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 vendor registry enables 3CE to track the effectiveness of the Policy and allow 3CE to provide future notifications to its small, local, and diverse businesses concerning other bidding opportunities. To access the 3CE Local Vendor Registration Form, use the following link: [Local Vendor 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 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.
- 12.6 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.
- 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 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.

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 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) Cyber Liability Insurance, covering information security and privacy liability, including privacy notification costs, in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (iii) 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.)

- (iv) 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.)

- (v) 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.
- (vi) Sexual Misconduct Insurance, is required if CONTRACTOR provides services to persons with disabilities, or minors, with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage shall cover virtual or online incidents and/or occurrences.

(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 then 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 an AGREEMENT immediately.
- 13.4.5 Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and 3CE in the same manner and to the same extent as CONTRACTOR is bound to 3CE under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. CONTRACTOR shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. CONTRACTOR shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to 3CE.

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 Central Coast Community Energy Operations Board.
- 14.3 Interview: 3CE reserves the right to interview 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 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 submit(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

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. Suppose the contract negotiations are unsuccessful, in the opinion of 3CE. In that case, 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 **STANDARD SERVICES 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 CONFLICT OF INTEREST AND COLLUSION

17.1 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.

17.2 CONTRACTOR shall disclose the name of any officer, director, or agent who is also an officer, board member or employee of 3CE. Further, CONTRACTOR shall disclose the name of any 3CE officer, board member or officer who owns, directly, or indirectly, an interest in 5% or more of the CONTRACTOR's business or any of its branches or affiliates.

18.0 RIGHTS TO PERTINENT MATERIALS AND PUBLIC RECORDS ACT

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. If and 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

Awardee will be required to enter into a contract with 3CE using 3CE STANDARD SERVICE AGREEMENT. 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. Modifications of the contract terms may be proposed by the applicant for consideration by 3CE but are not guaranteed to be accepted. Rejection of the final terms from 3CE may be grounds for disqualification.

CENTRAL COAST COMMUNITY ENERGY

STANDARD SERVICES AGREEMENT

This **Agreement** is made by and between CENTRAL COAST COMMUNITY ENERGY ("3CE") and [Enter Business/Vendor Name] (hereinafter "CONTRACTOR"), a [Business Type] business located at [Business 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: xxxxx

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 [Start Date] until [End Date] 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 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: _____

Robert M. Shaw

Date: _____

Date: _____

Vendor

Approved as to Form

BY: _____

BY: _____

Title: _____

Charles McKee, 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.

-- End of Sample Agreement Section --