



Central Coast  
**Community  
Energy**

**REQUEST FOR PROPOSALS (RFP):  
STRATEGIC COMMUNICATIONS**

RFP RELEASE DATE: April 15, 2026  
PROPOSAL DEADLINE: 11:59 PM on May 6, 2026

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# 1. General Information

## 1.1 3CE Overview

Central Coast Community Energy (3CE) is a public agency that sources competitively priced electricity from clean and renewable energy resources. 3CE is governed by local officials who represent the agency's member communities. It serves more than 1.2 million people, including residential, commercial, and agricultural customers, throughout the Central Coast in Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz counties. Revenue generated by 3CE supports the transition to carbon-free power and is invested locally through innovative energy programs designed to lower greenhouse-gas emissions. Learn more at [3CEnergy.org](https://3CEnergy.org) and on social media, including Facebook, Instagram, YouTube, and X/Twitter.

## 1.2 RFP Documents

This RFP document consists of a Main Body and four (4) appendices. Among other things, the Main Body (i) offers general information pertaining to this RFP, (ii) describes the purpose and drivers of this RFP and provides high-level considerations for Vendors, (iii) includes a milestone schedule for this RFP, (iv) sets forth terms governing the preparation and submission of qualifications and RFP-related communications with 3CE, and (v) provides a high-level overview of the process for evaluating and selecting qualifications submitted in response to this RFP. The appendices are as follows:

- Appendix A: Scope of Work
- Appendix B: Service Fees
- Appendix C: Proforma Service Agreement
- Appendix D: Reservation of Rights

Vendors are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix.

## 1.3 2025 3CE Solicitations Web Page

The official web page for this RFP is <https://3cenergy.org/about-us/work-with-us/request-for-proposals/>. This RFP and related material and information are posted on the 3CE Request for Proposals page and available for review. This web page may be updated from time to time with additional information related to this RFP. Interested Persons are responsible for monitoring the Solicitations page to ensure the timely receipt of information about this RFP.

## 1.4 RFP Administrator

The RFP Administrator is Catherine Stedman. The contact information for the RFP Administrator is:

Catherine Stedman  
RFP Administrator/Chief Customer Officer  
Central Coast Community Energy  
70 Garden Ct, Ste. 300  
Monterey, CA 93940  
Email: [commsRFP@3ce.org](mailto:commsRFP@3ce.org)

The RFP Administrator's responsibilities include (i) acting as a liaison between the Vendors in this RFP and 3CE on all RFP-related matters, (ii) ensuring that Vendor questions 3CE receives are responded to, in writing, and distributed to all interested Vendors, (iii) receiving, recording, and maintaining Vendor qualifications, and (iv) managing other administrative matters relating to this RFP.

As detailed in Section 5 below ("RFP Questions"), all questions, requests, and other inquiries or communications from or on behalf of Vendors to 3CE about this RFP must be directed in email to the RFP Administrator. All questions and answers will be published for all RFP Vendors. Vendors shall only rely on formal written revisited responses as set forth in Section 5.

**Technical Issues:** 3CE is not responsible for and shall bear no liability for any technical issues, system failures, transmission errors, or other technical difficulties that affect or prevent the timely submission, receipt, or delivery of proposals or any other communications related to this solicitation, including but not limited to email delivery failures, server outages, or internet connectivity issues. It is the sole responsibility of the CONTRACTOR to ensure that proposals are submitted in a manner and at a time that ensures timely receipt by 3CE.

## 3. RFP Overview

With this Request for Proposals (RFP), Central Coast Community Energy (3CE) seeks qualified Vendors to provide strategic communications and media relations.

3CE is seeking a communications partner with demonstrated expertise in California media markets, including strong relationships with statewide, Sacramento, San Francisco, and Central Coast media outlets, to support proactive storytelling and stakeholder engagement.

The selected Vendor will help 3CE:

- Increase positive awareness of 3CE's work, expertise, and community impact
- Strengthen relationships with key stakeholders, including state regulators, elected officials, and community leaders
- Proactively shape public narrative around 3CE and Community Choice Aggregation (CCA)

- Expand 3CE's presence across earned media and digital/social channels, including leadership visibility

The energy landscape is complex and evolving, and there is often confusion among stakeholders. 3CE seeks to proactively establish a strong, credible, and trusted identity to ensure accurate understanding of its mission, performance, and value to communities.

3CE prefers local agencies but is open to receiving proposals from Vendors outside its service area with strong California media reach.

### 3.1 Strategic Communications Objectives

The selected Vendor will conduct an initial assessment of 3CE's current communications approach and develop a targeted strategic communications plan, followed by execution support.

#### Core Objectives

- Increase earned media coverage in:
  - Central Coast regional outlets
  - Statewide media including Sacramento and San Francisco Bay Area
- Build and leverage relationships with:
  - Energy and policy reporters
  - Editorial boards
  - Influential statewide media voices
- Elevate 3CE's profile among:
  - State regulators (CPUC, CEC, CAISO stakeholders)
  - Local and state elected officials
  - Community leaders and partners
- Position 3CE as a trusted expert and leader in clean energy and customer-focused programs

#### Strategic Communications Scope May Include:

- Media strategy and narrative development
- Proactive media outreach and placement
- Message development and refinement
- Leadership visibility strategy (op-eds, interviews, speaking opportunities, social media presence)
- Crisis communications preparedness and response support
- Stakeholder communications strategy
- Social media strategy and amplification
- Recommendations for digital campaigns or paid media (if appropriate)

3CE is open to Vendor-recommended approaches following the initial assessment phase.

### 3.2 Response Pricing

Vendors should provide a simple and clear pricing structure, which may include:

- Monthly retainer and scope of services
- Optional add-on services (e.g., campaigns, rapid response support)
- Hourly rates, if applicable

All prices quoted shall be inclusive of all direct and indirect costs.

### 3.3 Proforma Service Agreement

3CE has a preferred contract template posted as our [Standard Service Agreement](#) on our website. Vendors may provide a proposed redline markup as part of the Qualifications Package.

## 4. RFP Tentative Timeline

This tentative schedule is provided for the convenience of Vendors but may be subject to change at any time by 3CE. Any such changes will be stated in an addendum to this RFP or otherwise communicated to Vendors.

April 15, 2026	RFP Issued
April 22, 2026	Deadline for Questions
May 1, 2026	Responses to Questions Posted
May 6, 2026	Proposals Due
Week of May 11, 2026	Optional interviews
May 20, 2026	Vendor Selected

**Note:** 3CE may select a Vendor based on written proposals alone and may elect not to conduct interviews.

## 5. RFP Questions

Vendors and other interested parties are encouraged to submit questions concerning the RFP to the RFP Administrator (using the contact information provided above in Section 1.4). All questions must be submitted by email. Vendors are urged to submit RFP questions to 3CE as early as possible, in consideration of the qualifications submission deadline.

3CE may post questions submitted by Vendors as well as 3CE’s responses to those questions, on the 3CE RFP web page, at 3CE’s discretion. All questions posted will be done anonymously. 3CE’s objective in posting questions and answers is to provide clarity regarding this RFP and to afford Vendors equal access to information potentially relevant to their qualifications. 3CE expects to provide answers only to questions posed on or before the deadline that are specific to an actual qualifications submission issue. Vendors shall not rely on any information, oral or written, that is not posted in accordance with this section.

## 6. Review and Selection Process

After the required Qualification Deadline, the RFP evaluation will begin. 3CE will develop a ranking of qualifications based on the scoring matrix below. All the qualifications will be combined and reviewed based on economics, methodology, market experience, and other factors. Based on qualitative and quantitative assessments, qualifications will be assigned a final ranking.

#### RFP Scoring Matrix

3CE will evaluate proposals based on:

Category	Points
Relevant media relationships and experience	30
Approach and understanding of 3CE objectives	25
Demonstrated success in earned media and reputation management	20
Pricing	15
Completeness and clarity of proposal	10
Small & Local Preference Policy	5
Total	100

3CE may:

- Select a Vendor without interviews
- Request limited follow-up clarification only
- Move directly to contract negotiation
- Decline to move forward

#### 6.1 Small and Local Preference Policy

3CE desires, whenever possible, to contract with qualified small, and local vendors to provide goods and services to the agency. Each local Vendor 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.

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](#).

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](#).

- 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.
- 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.
- 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.
- When a contract requires subcontractors or subconsultants, the selected Vendor 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 local business.

## 6.2 Notification of Evaluation Results and Negotiations

Once ranking is completed, the RFP Administrator will communicate to each Vendor the status of its qualification(s) and whether additional discussions or negotiations are warranted. 3CE reserves the right to negotiate with all Vendors simultaneously. 3CE then expects to negotiate the final terms of a Service Agreement with the awarded Vendor.

## 7. Qualifications Package Requirements

### 1. Introduction and Summary

- Firm overview
- Relevant experience
- Key personnel

### 2. Approach and Strategy

- High-level approach to achieving 3CE's objectives
- Description of media relationships (especially California/statewide)
- Examples of similar work

### 3. Relevant Experience

- 2–4 examples of successful media or communications campaigns
- Demonstrated results (e.g., placements, audience reach, stakeholder impact)

### 4. Pricing

- Simple fee structure (retainer and/or hourly)

### 5. References

- 2–3 client references (contact info acceptable)

The Qualifications Submission Process requires each Vendor to submit to 3CE a completed Qualifications Package, and responses to Appendix A, B, and C as applicable (collectively, the “Qualifications Package”), in order to have its qualification evaluated under this RFP. Under the current schedule, the period during which a Vendor may submit a completed Qualification Package will end at 11:59 p.m. PST on January 14, 2026.

To submit qualifications, Vendors must deliver their completed Qualification Package to the RFP Administrator by the required deadline, as files attached to electronic mail. Qualification information that is not properly addressed to and not timely received by the RFP Administrator will be considered undelivered. Qualifications failing to provide complete responses as required may be considered non-conforming. Vendors should not send, and the RFP Administrator will not accept, paper copies of electronic qualifications.

Vendors will bear the risk of any failure of Vendor to submit the completed Qualification Package by the required deadline as required by this RFP. This includes any failure of electronic delivery due to Vendor or 3CE’s systems. Thus, Vendor should confirm receipt by the RFP Administrator of their Qualification Package. Qualifications for which Vendor does not submit all agreements, information, and material as required by this RFP may be considered non-conforming and eliminated from consideration.

3CE is not seeking lengthy or highly customized proposals. Concise, focused submissions are preferred.

## 7.1 Qualification Package Format

Introduction and Executive Summary - Briefly describe the firm, its organization, and key personnel to be assigned to 3CE

Description of Proposed Application and Services – Describe implementation services, scope of work, and other applicable provisions as specified in this RFP. Provide examples of other projects with similar scope and objectives.

Pricing for Services – Describe the proposed pricing for all requested services

Financial, Technical, and Operational Qualifications – Demonstrate the firm’s experience and qualifications in providing the proposed services.

References – Share any written references or reviews of work from previous clients and/or share contact information with previous clients for 3CE to contact should the Vendor be selected.

## 8. Insurance Requirements

All Vendor’s insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of California.

The Vendor shall, within thirty (30) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the qualification as proof of insurability. If the current coverage does not meet the RFP requirements, then the Vendor should request an affidavit of insurability from the Vendor's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements.

## 9. Conflict of Interest/Statement of Non-Collusion

All Vendors must disclose with their qualification the name of any officer, director, or agent who is also an employee of 3CE. Further, all Vendors must disclose the name of any 3CE employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Vendor's firm or any of its branches. Vendor shall disclose the name of any 3CE employee or Board member to whom it gave a campaign contribution and shall comply with California's Levine Act.

The Vendor shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the qualification and that the Vendor is not financially interested in, or otherwise affiliated in a business way with any other Vendor on the same land or improvements.

## 10. Addenda

It is the Vendor's responsibility to contact 3CE prior to submitting a qualification to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the qualification. Vendor's proposals must affirmatively acknowledge receipt of ALL Addenda to be considered responsive.

## Appendix A: Scope of Work

### **Strategic Communications & Media Relations**

**Objective:** Develop and implement a proactive communications strategy that elevates 3CE's reputation and visibility.

**Deliverables may include:**

- Initial communications audit and strategy (within first 30–60 days)
- Media outreach plan and ongoing execution
- Press materials (press releases, statements, talking points)
- Media pitching and placement tracking
- Executive communications support
- Crisis communications framework
- Social media strategy recommendations
- Optional campaign concepts (digital, paid, or integrated)

### **Project Management & Communication**

**Objective:** Ensure timely delivery and transparent communication.

**Deliverables may include:**

- Dedicated account lead
- Regular check-ins (weekly or bi-weekly)
- Clear reporting on media placements and outcomes
- Flexibility to respond to emerging issues

## Appendix B: Service Fees

All items included in the response to Appendix A: Scope of Work should be totaled into an all-inclusive, not to exceed price relative to Implementation Services as well as Ongoing Services. This cost should include all direct and indirect costs. 3CE will not be responsible for expenses incurred in preparing and submitting the Qualifications Package.

Information should be provided listing similar engagements that the Vendor may have had with other entities of this type, performing similar tasks as required in this RFP. 3CE reserves the right to request clarification regarding Vendor pricing or request best and final pricing from the Vendor.



## Appendix C: Proforma Service Agreement

3CE is providing our Standard Service Agreement as a separate Word document on the 3CE Website, [www.3Cenergy.org/solicitations/](http://www.3Cenergy.org/solicitations/). Please contact the RFP Administrator if you have any questions.

Vendors are encouraged to review and provide redline comments as part of the Qualification Package.

### **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: \_\_\_\_\_.

#### **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, Chief Executive Officer

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.



## Appendix D: Reservation of Rights

3CE expressly reserves the right at any time to:

- Waive any defect or informality in this RFP and in any response, qualification, or qualification procedure;
- Reject any or all responses;
- Reissue a Request for Proposals;
- Procure any service by any other means;
- Extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines; or
- Determine that no Project will be pursued.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by 3CE or any director, officer, employee, or authorized agent or representative of 3CE or its of their respective parent. The reservation of rights contained herein is in addition to all other rights reserved or granted to 3CE or any of its Affiliates elsewhere in this RFP or otherwise held by or available to 3CE or any of its Affiliates.

### **No Warranties or Liabilities**

BY PARTICIPATING IN THE RFP PROCESS, EACH VENDOR AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN A SERVICE AGREEMENT WITH VENDOR:

ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF 3CE OR ANY OTHER AFFILIATE OF 3CE IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND

3CE, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY VENDOR, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP.

## **Acceptance of Qualifications**

Without prejudice to 3CE's rights under the Qualification Submission Agreement or at law or in equity, no qualification submitted by any Vendor shall be deemed accepted by, or otherwise binding upon, 3CE or any of its Affiliates and 3CE, its Affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such qualification or otherwise in connection with this RFP, unless and until a Service Agreement has been mutually executed and delivered by 3CE or any of its Affiliates and Vendor, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by 3CE or any of its Affiliates and Vendor.

Notwithstanding anything to the contrary in this RFP, all qualifications delivered to 3CE shall become the sole and exclusive property of 3CE upon receipt, and 3CE shall have all rights and privileges of ownership of such property, subject to any provision of this RFP relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between 3CE and Vendor executed in connection with this RFP process.

## **Vendor Costs and Expenses**

Each Vendor is solely responsible for all costs and expenses it incurs in connection with this RFP. Through its participation in this RFP, each Vendor agrees that under no circumstance, including, without limitation, 3CE's withdrawal from or suspension, cancellation, or termination of the RFP process, will 3CE, any of its Affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to Vendor, its Affiliates or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by Vendor (no matter how incurred) in connection with the RFP process. Nothing in this section shall be construed to limit the generality of the "No Warranties or Liabilities" section above.

## **Vendor Disclosure of RFP Information**

No Vendor may, without the prior consent of 3CE, disclose to any other Person (except 3CE staff) its participation in the RFP process (other than by attendance at any meeting to which more than one Vendor is invited by 3CE, which attendance in and of itself will not violate this provision of this RFP). Further, no Vendor may disclose, collaborate on or discuss with any other Person (except 3CE staff) bidding strategies or the substance of qualifications, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final qualification. Any such disclosure, collaboration or discussion would violate this RFP and the Qualification Submission Agreement and may result in the rejection of Vendor's qualification or elimination of Vendor from further participation in this RFP.

### **Confidential or Proprietary Vendor Information**

All responses, inquiries, and correspondence related to this RFP, or this RFP process, as well as all other materials produced by Vendor that are submitted as part of the submittal will become the property of 3CE when received by 3CE and may be considered public information under applicable law. Any confidential or proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" OR "PROPRIETARY INFORMATION." 3CE will not disclose confidential or proprietary information to the public, unless required by law; however, 3CE 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 RFP in accord with applicable law on disclosure requirements and exemptions to disclosure. In the event 3CE is requested to release confidential or proprietary information, it shall notify the affected Vendor such that the Vendor may attempt (if it chooses), at its sole cost to cause the requesting member of the public to treat such information in a confidential manner, and/or to prevent such information from being disclosed or otherwise becoming part of the public domain. 3CE has no responsibility to shield from disclosure or take any action to prevent disclosure of any information or records supplied by Vendor. It shall be Vendor's sole responsibility to protect its information and records from public disclosure.

### **Vendor Acceptance of this Appendix D**

By participating in the RFP process, each Vendor agrees that it will be deemed to have accepted all the rights and terms included in this RFP and all Appendices and to have agreed that its participation in the RFP is subject to such rights and terms. 3CE is conducting this RFP and participating in the RFP process in reliance upon the foregoing agreement.