

Request for Proposals

On-Demand Energy Rate Comparison and Cost Analysis Tool

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1. INTENT

1.1 Central Coast Community Energy, hereinafter referred to as 3CE, is requesting proposals from qualified parties to provide a solution for on-demand energy rate comparison and cost analysis for use by 3CE’s Customer Accounts and Services team. The software provider, hereinafter referred to as CONTRACTOR, will deliver an internal-facing tool that integrates with 3CE’s data warehouse and other data sources, and enables staff to perform rate comparisons, cost projections, and load analysis on behalf of 3CE customers. This Request for Proposals (RFP) is expected to result in a contract with a term of up to five fiscal years.

2. 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 agricultural/industrial customers in cities and unincorporated communities in Monterey, San Benito, Santa Cruz, Santa Barbara, and San Luis Obispo counties.

2.2 3CE’s Customer Accounts and Services (CAS) team regularly works with customers to help them understand their energy costs, identify opportunities for savings through time-of-use and rate optimization, and evaluate 3CE’s product offerings. To support these customer interactions effectively, 3CE requires a purpose-built tool that enables CAS staff to perform real-time, on-demand rate comparisons and cost projections using account and rate data.

2.3 3CE seeks a CONTRACTOR to develop, deliver, and maintain a rate comparison and cost analysis tool for internal use by CAS staff. The tool is not intended to be customer-facing, but will enable CAS staff to deliver more informed, accurate, and efficient support to 3CE’s customers, supporting customer retention and engagement with 3CE’s product offerings.

2.4 The tool will integrate with 3CE’s existing data warehouse and other existing data sources so that account and rate information is always current, minimizing manual data uploads and reducing the risk of human error. The tool must support a variety of comparisons between 3CE and the investor-owned utilities (IOU) Pacific Gas and Electric and Southern California Edison, comparisons across 3CE’s own rate structures and product tiers, time-of-use overlays, and customer budget projections, among other analytical capabilities described in Section 5.

3. CALENDAR OF EVENTS

Anticipated Dates

Issue RFP	April 9, 2026
Deadline for written questions	April 15, 2026, 5PM PST
3CE responds to questions on 3CE’s website	April 20, 2026

Deadline to submit proposals	April 28, 2026, 11:59PM PST
Possible virtual interviews of top-scoring proposals	May 5, 2026
Possible Notice of Intent to Award	May 12, 2026
Anticipated award of contract	May 26, 2026
Anticipated launch (negotiable)	July 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 both informing Central Coast Community Energy of their contact information and by regularly checking Central Coast Community Energy’s Solicitations webpage at: [Central Coast Community Energy Solicitations \(https://3cenergy.org/about-us/work-with-us/request-for-proposals/\)](https://3cenergy.org/about-us/work-with-us/request-for-proposals/). Addenda will be posted on the website as well.

3.2 Description of Calendar of Events

- **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.
- **Deadline for Written Questions.** Submit all written questions by the deadline to casRFP@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 April 15, 2026 (see CALENDAR OF EVENTS). Questions will be responded to in writing. Written summaries of questions and answers will be published on 3CE’s website. It is within 3CE’s sole discretion whether to respond to all questions. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued if necessary.
- **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 April 20, 2026. 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.
- **Deadline to submit proposals.** Proposals must be received no later than the deadline specified above.

- **Possible virtual interviews of top-scoring proposals.** 3CE will have the option to interview top proposer(s). Interview meetings will be virtual.
- **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, if relevant. It is within 3CE's sole discretion to withdraw the award to the selected proposer at any time prior to contracting.

4. POINTS OF CONTACT & SUBMISSION

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

Jenna Espinosa
Manager of Customer Accounts and Services
 1026 Palm Street
 San Luis Obispo, CA 93401
 Email: casRFP@3ce.org

4.2 All questions regarding this solicitation shall be submitted digitally via email to casRFP@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: casRFP@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. SCOPE OF WORK

5.1 3CE's CAS team supports customers across 3CE's service area with inquiries related to their energy rates, billing, and product offerings. To enhance the quality and efficiency of customer interactions, 3CE requires a software tool that enables CAS staff to perform on-demand rate comparisons, cost projections, and billing analyses using live account data. This tool will be internal-facing only and will not be directly accessible by customers.

5.2 This RFP seeks a CONTRACTOR to provide a rate comparison and cost analysis software tool for use by 3CE's CAS team. The tool must integrate with 3CE's data warehouse and other data sources to ensure account and rate data is always current. 3CE will supply its rates; the IOU rates must be provided and updated by the vendor following a rate or fee change; IOUs include both PG&E and SCE. The tool will be used to support customer retention and engagement by

enabling CAS staff to quickly generate accurate rate comparisons, cost projections, and analyses on behalf of customers.

Data Integration

5.3 The tool must integrate directly with 3CE's data warehouse and other data sources so that account information is automatically synced and up to date. Manual file uploads must not be required for routine operation. Integration must reduce staff time and human error associated with manual data entry or file management. The CONTRACTOR must document the integration architecture and provide technical support for maintaining the connection.

Rate Comparison and Analysis Capabilities

5.4 At minimum, the tool must support the following types of comparisons and projections:

- 3CE vs. IOU generation rates — lifetime or year-over-year comparison
- 3CE vs. IOU total bill – lifetime or year-over-year comparison
- 3CE vs. 3CE rate comparison — including year-over-year rate changes
- Rate comparison by tariff Time-of-use (TOU) load shifting and rate optimization analysis
- Net Energy Metering (NEM)/Solar Billing Plan (SBP) analysis, net surplus compensation, and energy export adjustments
- Customer budget projections based on historical usage and current or projected 3CE and IOU rates
- Generation vs. total bill comparisons Product tier comparisons, including 3CE's standard rate vs. premium product
- Views of different account level data
- Ability to distinguish between generation charges and PCIA charges and/or any other distinct line items within utility bills
- Ability to produce 12-month cost and consumption reports for individual customers
- Load Factor Analyses - Ability to look at load factor by class, rate code, principal account, parent account, and individual LDC
- Load and Demand Dashboard - Aggregate by class and rate code that shows and allows exporting of historical kWh by TOU period and kW
- Ability to manually input projected rates and see impact on rate code, principal account, parent account, and individual LDC level

Additional capabilities may include:

- Load shifting projections to support 3CE's DERMS program
- Demand charge analysis, including IOU per-kW demand billing vs. 3CE's flat-rate demand component

5.5 The tool must integrate with 3CE's existing account hierarchy as established in the data warehouse. This hierarchy groups accounts, for example:

- Accounts with inconsistent naming conventions (e.g., "3CE" vs. "3CEnergy")
- Parent and subsidiary corporations

- Assigns principal, parent, and account levels to each customer

5.6 Staff must be able to view accounts at the hierarchy level (consolidated) or drill down to lower levels independently, such as individual meters. The tool should include a picklist or similar field that allows staff to select specific account names or identification numbers within a hierarchy group.

Outputs

5.7 The tool must support the following output formats:

- CSV export for verification or further analysis
- Branded, visual report (print and/or PDF-ready)

Service and Maintenance

5.8 The CONTRACTOR shall be responsible for ongoing service and maintenance of the tool, including:

- Regular updates when generation rates, transmission and distribution costs, or regulatory fees are changed by 3CE or the IOU
- Maintaining active integration with 3CE's data warehouse and other data sources to ensure account information remains current
- Responsive technical support for 3CE staff in resolving tool issues or data discrepancies
- Staff training and onboarding documentation

6. CONTRACT TERM

6.1 The term of the services requested is anticipated to be a period of five (5) years, with the option to extend for an additional (2) years. 3CE is not required to state a reason if 3CE chooses not to renew.

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. QUALIFICATION REQUIREMENTS

7.1 Qualified CONTRACTORS must demonstrate their expertise and experience in the following:

- Experience developing and maintaining tools for energy rate analysis, utility billing, or related fields, preferably serving Community Choice Aggregators or Investor-Owned Utilities
- Demonstrated ability to integrate software tools with external data warehouses or databases, with documented data security and privacy practices

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 met and current during the full term of the AGREEMENT.

8. PROPOSAL PACKAGE REQUIREMENTS

8.1 **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)
Section 2	TABLE OF CONTENTS
Section 3	LICENSING & QUALIFICATION REQUIREMENTS
Section 4	PROJECT EXPERIENCE AND REFERENCES
Section 5	PROPOSED SCOPE-OF-WORK
Section 6	ADDITIONAL QUESTIONS
Section 7	FEE SCHEDULE
Section 8	EXCEPTIONS
Section 9	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 they meet the qualifications required as set forth in Section 8.0 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. Please include phone numbers (and email addresses, if possible) of key contacts from these job experiences, as 3CE 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 this section. The ADDITIONAL QUESTIONS should be clearly answered, with the question indicated.
 - A. Please describe your tool's user interface and ease of use for non-technical staff. What training is provided? What does ongoing user support look like?
 - B. What rate comparison and analysis types does your tool currently support? Please provide a sample output report or screenshot demonstrating the tool's capabilities.
 - C. How does your tool handle data integration with external data warehouses or databases? Please describe your integration approach, supported data formats, and any API documentation available.
 - D. What experience does your organization have working with Community Choice Aggregators (CCAs) or Investor-Owned Utilities? Please provide references to similar engagements, if applicable.
 - E. How does your tool handle rate customization and updates? Describe the process for updating rate structures, tariffs, and regulatory fee inputs when 3CE or IOUs change rates.
 - F. In what ways can 3CE's branding (logos, colors, fonts) be incorporated into reports and outputs generated by the tool?
 - G. Does your tool support account hierarchy views, allowing users to view accounts at the parent/subsidiary level or by individual meter? Can account groupings be driven by external data sources such as a data warehouse?

- H. What customer information will be entered into or selected within the tool to run the analysis? Will identification be based on Name, LDC Number, a combination of both, or another method?
- I. 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?
- J. Please describe the performance and availability commitments for your tool. At minimum, address: (a) target system uptime and any scheduled maintenance windows; (b) expected response time for running analyses and generating reports; and (c) your support model, including hours of availability, response time commitments for reported issues, and escalation procedures.
- K. Please describe your data ownership and offboarding policies. Specifically: (a) who owns the data entered into or generated by the tool during the contract term; (b) what data export capabilities are available to 3CE upon contract expiration or termination; (c) how long data will be retained by the CONTRACTOR following contract end and under what conditions it will be destroyed; and (d) how your organization ensures compliance with applicable customer data privacy requirements, including 3CE's Customer Privacy Policy and California Public Utilities Commission (CPUC) regulations governing the use and protection of customer usage data.
- L. If you receive an invitation to interview for this proposal, will you be able to provide a live demonstration or recorded walkthrough of your tool? If a live demo is not feasible at proposal stage, please describe the process by which 3CE could arrange a demonstration prior to final evaluation.

Section 6 – Fee Schedule:

- CONTRACTOR shall submit an all-inclusive fee schedule for a five (5) year term of the AGREEMENT. The proposed fee shall represent the total cost to deliver all services and software described in the Scope of Work (SOW), regardless of time, materials, or units. The fee should encompass, but is not limited to:
 - Software licensing, development, and/or setup fees for the rate comparison and cost analysis tool, itemized separately by component (e.g., base platform, per-user licensing, add-on modules)
 - Data warehouse and other data source integration, implementation, and configuration costs
 - Ongoing maintenance, rate updates, and technical support for the full contract term, shown as an annual cost and broken out by: (a) rate update and maintenance fees; (b) technical support; and (c) any additional per-incident or overage charges
 - Staff training, onboarding, and user support

Section 7 - EXCEPTIONS:

- Submit all proposed 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:

- CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

9. SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Electronic Submission. All proposals must be submitted electronically through email form with the appropriate attached documents combined into a single PDF document not to exceed 150 MB to the following email address: casRFP@3ce.org. CONTRACTOR should include the title of this solicitation and the organization's name in the email's subject line.
- 9.2 Proposal information not properly addressed to and not timely received by the Primary Contact will be considered undelivered. Proposers shall confirm receipt by Primary Contact prior to the submittal deadline. Proposals failing to provide complete responses as required may be considered non-conforming. CONTRACTOR should not send, and 3CE will not accept, paper copies of electronic proposals.
- 9.3 Acceptance. Proposals are subject to acceptance at any time within 90 days after opening. Central Coast Community Energy reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsive proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.4 Ownership: All submittals in response to this solicitation become the property of 3CE.
- 9.5 Public Disclosure: All documents under this solicitation process are subject to public disclosure per the California Public Records Act 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.
- 9.6 Financial Responsibility: 3CE accepts no financial responsibility for any costs incurred by a proposer in responding to this RFP.

- 9.7 **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.
- 9.8 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 **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.
- 9.10 **Time:** Time when stated as a number of days shall include all calendar days. However, items due Saturdays shall be completed on the preceding Friday and items due on Sundays and legal holidays shall be completed the following day.
- 9.11 **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.

10. SELECTION & SCORING CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for 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.

10.2 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

10.3 Award(s) will not be based on cost alone.

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

10.5 The award made from this RFP may be subject to approval by Central Coast Community Energy Operations Board of Directors or Policy Board of Directors.

11. FEE SCHEDULE

- 11.1 CONTRACTOR shall submit a cost sheet and an all-inclusive fee schedule for the full five (5) year term of the AGREEMENT, broken out by year. Please refer to the Section 8 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.
- 11.2 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.
- 11.3 Prior to the start of the work, 3CE and CONTRACTOR(S) will mutually agree upon the payment terms.
- 11.4 3CE will provide a defined scope.
- 11.5 Pricing may include an hourly rate and/or services flat fee, based upon the direction of 3CE staff.
- 11.6 Prices quoted for Services must remain in effect for a minimum of sixty (60) days of receipt by 3CE.
- 11.7 Proposals should include any discounts and/or incentives offered.

12. PREVAILING WAGE COMPLIANCE & DOCUMENTATION

- 12.1 CONTRACTOR shall be responsible for all prevailing wage compliance, including all subcontractors. This includes articulating to 3CE what obligations exist, meeting obligations, providing all necessary documentation to DIR or other entities. If any materials are renewed or subcontractors change, updated documents must be provided immediately.

13. SMALL AND LOCAL PREFERENCE

- 13.1 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.
- 13.2 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](#).

- 13.3 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](#).
- 13.4 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.
- 13.5 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.
- 13.6 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 receive the award.
- 13.7 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.

14. INSURANCE REQUIREMENTS

- 14.1 Evidence of Coverage:
- 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.
 - 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.

14.2 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.

14.3 Insurance Coverage Requirements: 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:

- 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.)
- 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.
- 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.)
- 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.)
- 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.

14.4 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. Other Insurance Requirements

- 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.
- 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.
- 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.
- 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.
- CONTRACTOR 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.

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.

15. RESERVATION OF RIGHTS

- 15.1 No Guaranteed Value: 3CE does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 15.2 Board Approval: The award(s) made from this solicitation may be subject to approval by Central Coast Community Energy Operations Board.
- 15.3 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.
- 15.4 Incurred Costs: 3CE is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 15.5
Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 15.6 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.
- 15.7 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.

16. SIMULTANEOUS CONTRACT NEGOTIATION

- 16.1 3CE will pursue contract negotiations with the CONTRACTOR(S) who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of 3CE, and which is in accordance with the criteria as described within this solicitation. The contract negotiations may be considered 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.

17. AGREEMENT TO TERMS & CONDITIONS

- 17.1 CONTRACTOR selected through the solicitation process is expected to execute a formal AGREEMENT with 3CE for the provision of the requested service in a form in substantial compliance with 3CE's standard format approved by 3CE's General Counsel.
- 17.2 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.

18. CONFLICT OF INTEREST & COLLUSION

- 18.1 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.
- 18.2 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. Contractor shall disclose the name of any employee, officer, director or Board member of 3CE to whom it made a campaign contribution and shall comply with California's Levine Act.

19. RIGHTS TO PERTINENT MATERIALS & PUBLIC RECORDS ACT

- 19.1 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.

20. PIGGYBACK CLAUSE

- 20.1 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.

21. SAMPLE AGREEMENT SECTION

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

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.