

# REQUEST FOR PROPOSALS



Request for Services for  
Conducting Outreach and Communications  
For Peninsula Clean Energy

County of San Mateo Office of Sustainability

Release Date: December 14, 2015

Responses must be Received  
by 5:00 p.m. Pacific Standard Time  
on January 8, 2016

**REQUEST FOR PROPOSALS  
FOR  
SERVICES  
CONDUCTING OUTREACH AND COMMUNICATIONS  
FOR PENINSULA CLEAN ENERGY**

Proposals must be submitted electronically to  
Kirsten Pringle—Office of Sustainability—at  
[KPringle@smcgov.org](mailto:KPringle@smcgov.org).

**By 5:00 p.m. Pacific Time on Monday, January 8, 2016**

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**

***Note regarding the Public Records Act:***

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

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## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a provider of services conducting outreach and communications for Peninsula Clean Energy—the County’s Community Choice Energy organization. The target start date and term for the proposed services is February 2016 through December 2016, subject to negotiation of a final agreement.

### **B. BACKGROUND**

The County of San Mateo (County) Office of Sustainability (OOS) is an office of the County Manager’s Office aimed at conserving natural resources and promoting community engagement. The OOS has led the initial efforts related to public outreach and communications for Peninsula Clean Energy—specifically development of a program brand, website, local government outreach and some basic collateral development.

Peninsula Clean Energy (PCE) is the name of the Community Choice Energy (CCE) program that will be formed in San Mateo County. CCEs (also known as “Community Choice Aggregation” programs or “CCA’s”) allow a group of cities/counties to pool, or aggregate, the electricity demands of their residential, commercial and municipal electricity accounts in order to purchase, and potentially develop, electricity on their behalf. In addition to adding choice to the electricity market, lowering costs and increasing local control over energy, CCEs in the California have been able to offer more renewable energy than currently offered by the incumbent utilities.

For these reasons, the OOS began exploring the possibility of a CCE in San Mateo County in September 2014. In November 2015, the County Board of Supervisors voted to become the first charter member of PCE. Each city in the County has until February 29, 2016 to join as a founding member. The first PCE Board of Directors meeting is projected to be in March 2016 and PCE plans to begin serving customers in October 2016.

Once formed, PCE will operate as a non-profit, government agency separate from the County and the cities it serves. PCE operations will be overseen by a Board of Directors comprised of one elected official from each municipality in PCE’s service territory. PCE will be hiring an Executive Director and staff in summer of 2016.

Throughout 2015, the OOS has been conducting robust outreach on behalf of PCE. Previous outreach and communications efforts have included:

- Hosting CCE workshops for residents, elected officials, city staff and local businesses
- Tabling at community events
- Giving presentations to community organizations, city councils, chambers of commerce and government agencies
- Developing the PCE brand and website ([www.PeninsulaCleanEnergy.com](http://www.PeninsulaCleanEnergy.com))
- Managing the PCE Facebook group page and Twitter profile
- Developing initial PCE outreach collateral (e.g. tri-fold brochure, FAQ sheet, Technical Study Guide)
- Developing and managing the PCE mailing listserv for periodic email announcements and updates
- Forming and staffing monthly PCE Advisory Committee meetings
- Training and working with local PCE advocates and community volunteers

The Peninsula Clean Energy 2016 Outreach and Communications Plan (Enclosure 7) was drafted by the OOS, with input from the PCE Advisory Committee. It builds upon prior outreach conducted, while expanding to new audiences, using new communication platforms and increasing customer awareness about PCE's electricity options and programs. To accommodate these additional efforts, the OOS is seeking a qualified firm to conduct a full marketing campaign for PCE that includes customer notification and enrollment prior to and just after program launch.

### **C. THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

The selected firm or individual shall provide the County with marketing and public engagement services in support of San Mateo County's Community Choice Energy (CCE) program, Peninsula Clean Energy. The selected firm or individual shall develop and implement a full marketing campaign for PCE, which shall complement and partially fulfill the tasks outlined in the Peninsula Clean Energy 2016 Outreach and Communications Plan (Enclosure 7).

The selected firm or individual shall begin working with County staff and then transition to working with Peninsula Clean Energy staff, whom will be hired in Summer 2016. The final contract for these services will initially be held with the County; however, the contract and payments *may* move to the Peninsula Clean Energy Joint Powers Authority.

Marketing campaign tasks shall include, but are not limited to:

- **Strategic Planning:** Selected firm or individual shall develop a marketing campaign plan that outlines best and most cost effective strategies to promote PCE and build public awareness within San Mateo County. Selected firm or individual shall work with County staff, the PCE Advisory Committee and local stakeholders to develop a marketing campaign that reflects the communities that PCE serves. The final marketing campaign plan shall be approved by the PCE Board of Directors. The marketing campaign plan shall include, but is not limited to: goals, objectives, strategies, mediums, target audiences, timeline, budget and measurements of success.
- **Messaging:** Selected firm or individual shall develop messaging for PCE to be used in the marketing campaign. Messaging shall be aimed at both the entire PCE customer base as well as specific groups of individuals, as outlined in the Peninsula Clean Energy 2016 Outreach and Communications Plan (Enclosure 7). Messaging shall be developed for a variety of communication platforms, (including print media, online, e-news, radio, social media, etc.) and shall be adapted for multicultural communities and English-as-a-second-language speakers.
- **Content Development:** Selected firm or individual shall develop custom content for PCE, including information on PCE's electricity options, special programs and rates. Content may be used in: print collateral, website updates, marketing/advertising materials, social media posts and press releases. Selected firm or individual shall assist PCE staff to develop content for a monthly e-newsletter to be sent out to the PCE listserv. Selected firm or individual shall assist PCE staff in developing content for mandatory customer enrollment notices and refining enrollment content for target groups.
- **Collateral/Marketing Materials:** Selected firm or consultant shall update current collateral/informational materials for PCE with new information and create marketing materials, as needed. Marketing materials may include, but are not limited to: posters, banners, flyers, print advertising and promotional items. Selected firm or individual shall design layout; develop content; and/or create custom graphics for collateral and marketing materials. All PCE collateral and marketing materials must be consistent with PCE's branding guidelines and must be able to be translated and printed in multiple languages. If selected firm or consultant does not have in-house translation services, firm shall provide contacts of other contractors that may be able to provide translation services.

- **Media Relations:** Selected firm shall write and distribute press releases for both print and online media utilizing local and regional media outlets. Selected firm shall assist in planning for editorial board meetings with major media outlets serving the County.
- **Event Planning:** Selected firm or individual shall plan and execute events to promote PCE, as appropriate. This shall include community workshops and may include a PCE launch event and any events deemed necessary to gather community support and press coverage for PCE. Please note that this function may include collaboration with local advocacy and volunteer organizations that planned or participated in past community events and tabling.
- **Social Media Marketing:** Selected firm or individual shall utilize PCE's existing social media accounts on Facebook and Twitter to write, create custom graphics and promote posts to increase their visibility.
- **Digital Paid Media Marketing:** Selected firm or individual shall develop and implement a targeted web-based advertising campaign for PCE. This includes content development and implementing marketing strategies to increase web traffic to the PCE website.
- **Paid and Earned Print Media:** Selected firm or individual shall develop some print advertising and other content for print media including local government newsletters, regional and local newspaper and other press outlets.
- **Customer Enrollment Process:** Selected firm or individual shall assist PCE staff on statutorily required customer notification process, which includes, but is not limited to, sending four pieces of direct mail (customer enrollment notices) to San Mateo County residents and businesses.
- **Reporting:** Selected firm or individual shall report weekly to PCE staff and make presentations to the PCE Board of Directors, as needed. Selected firm or individual shall evaluate success of marketing campaign tasks through methods listed in the marketing campaign plan and provide monthly reports on this information.

## **B. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for one year, with the term tentatively to begin February 2016 and end February 2017.

## **C. ADDITIONAL REQUIREMENTS/CONSIDERATIONS**

Previous experience working with or knowledge of Community Choice Energy organizations or electricity utilities is preferred, but not required.

## **SECTION III – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read the entire RFP and all enclosures before preparing your proposal.

**Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

**Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.

**Questions and Responses Process.** Submit all questions relating to this RFP to Kirsten Pringle—Office of Sustainability—at [KPringle@smcgov.org](mailto:KPringle@smcgov.org).

All questions must be received no later than 5:00 p.m. on December 21, 2015.

All questions and responses will be posted to the [Peninsula Clean Energy website](http://www.peninsulacleanenergy.com/get-involved/outreach-and-communications-rfp/) at: <http://www.peninsulacleanenergy.com/get-involved/outreach-and-communications-rfp/>

If changes to the RFP are warranted, they will be posted to [the Peninsula Clean Energy website](http://www.peninsulacleanenergy.com). It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

**Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the [Peninsula Clean Energy website](http://www.peninsulacleanenergy.com) as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the [Peninsula Clean Energy website](http://www.peninsulacleanenergy.com) for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

**Selection of Provider(s).** The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample template), authorized by a resolution of the County Board of Supervisors and signed by both parties.



The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected provider unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

**Equal Benefits.** With respect to the provision on employee benefits, contractor/provider must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See attached materials.

**Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

**Contact With County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

**Travel Costs.** If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

**Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County

reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

## **SECTION IV – REQUEST FOR PROPOSALS PROCEDURE**

### **A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	12/14/15
Questions Submitted to County Deadline	12/21/15
Release Responses to Questions	12/28/15
Proposal Deadline	01/08/16
Formal Review of Proposals <sup>(1)</sup>	01/15/16
Contract Negotiations Begin <sup>(1)</sup>	01/18/16
Protest Deadline <sup>(1)</sup>	01/22/16
Recommendation to Board of Supervisors <sup>(1)</sup>	02/09/16

(1) Dates are subject to change

### **B. SUBMISSION OF PROPOSALS**

**Proposal:** The RFP response will be submitted electronically in .pdf format via email to Kirsten Pringle—Office of Sustainability—at [Kpringle@smcgov.org](mailto:Kpringle@smcgov.org). Responses must be submitted by 5:00 p.m. Pacific Standard Time on Monday, January 8, 2016.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

### **C. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee

based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

#### **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

## **F. NOTICE TO PROPOSERS**

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

## **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of the Office of Sustainability as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within 10 business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as a .pdf file as follows:

Jim Eggemeyer  
Director, Office of Sustainability  
[JEggemeyer@smcgov.org](mailto:JEggemeyer@smcgov.org)

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (.pdf) version of your proposal and any required attachments to Kirsten Pringle—Office of Sustainability—at [KPringle@smcgov.org](mailto:KPringle@smcgov.org).

## **B. COVER LETTER**

Provide a one page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

## **C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

## **D. TABBING OF SECTIONS**

### **TAB 1 Qualifications and Experience:**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

### **TAB 2 Philosophy and Service Model:**

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 4) Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow the County to assess the services you will provide.
- 5) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.

**TAB 3 Customer Service:**

- 1) How will your services meet the needs of County customers and/or the public?
- 2) In the event of a routine problem, who is to be contacted within your organization?
- 3) In the event of the identification of a problem by the County, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims, Licensure and Non-Discrimination Violations Against Your Organization:**

List any current licensure, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**TAB 5 Cost Analysis and Budget for Primary Services:**

- 1) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.



- 2) Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- 3) Include start-up costs if any.

**TAB 6 Cooperative Purchasing:**

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 7 References:**

- 1) List at least three client references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) Provide at least three examples of past work performing tasks the same or similar to that described in the scope of work. For each example, provide a short narrative about the work you performed and links to or copies of written and visual content you created for the client.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (see Enclosure1) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no

objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE:** The sample standard contract enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 Standard County Agreement template with Contractor

Enclosure 2 Equal Benefits Program – Frequently Asked Questions

Enclosure 3 Equal Benefits Requirements Chapter 2.84 of the Ordinance Code of San Mateo County

Enclosure 4 Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Enclosure 5 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 6 Peninsula Clean Energy 2016 Outreach and Communications Plan

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:



- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any

such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

**18. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

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*Template version – May 4, 2015*

Date:

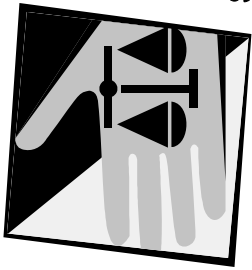
*(April 1, 2015 CCC issued contract template version)*

**Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:



## SAN MATEO COUNTY FREQUENTLY ASKED QUESTIONS EQUAL BENEFITS ORDINANCE

### **WHO** is affected by this law?

Contractors: Any contractor entering into or amending an existing Agreement with San Mateo County after July 1, 2001 for public works, consulting, or other services, or for the purchase of supplies, material, or equipment in excess of \$5,000 must offer equal benefits to their employees.

Subcontractors: Subcontractors are not required to comply with this Ordinance. (Note: Per 2.93.020 (b) 6. A contract may be terminated if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

### **WHO** is the "Contracting Awarding Authority"?

The Contract Awarding Authority is the San Mateo County Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

### **WHAT** benefits are included?

The law applies to all benefits, other than pension benefits, that a contractor provides to employees because they have a spouse (e.g., sick leave to care for a spouse) and all benefits offered directly to such spouses (e.g. medical insurance). The law requires that an equivalent benefits package be offered to employees with domestic partners. In some circumstances, equivalent but different (e.g. cash) benefits may be substituted.

Benefits include but are not limited to: bereavement leave; disability; life and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees.

### **WHAT** is a domestic partner?

A domestic partner means any person who is registered as a domestic partner with the Secretary of State, State of California registry, or the registry of the state in which the employee is a resident.

A domestic partner shares a common residence, is jointly responsible for each other's basic living expenses, is not married or a member of another domestic partnership, is not related by blood in a way that would prevent us from being married to each other in this state, is over 18 years of age, and is capable of consenting to a domestic partnership.

### **WHAT** if a contractor is unable to offer benefits equally?

A contractor can comply if it pays a cash equivalent equal to the contractor's cost of providing the benefit to an employee's spouse.

If the contractor's actual cost of providing a benefit for a domestic partner exceeds the cost of providing the benefit for a spouse, under the ordinance, the employee with the domestic partner may pay the excess cost.

### **WHAT** if a contractor does not comply with the Equal Benefits Ordinance?

If the contractor does not comply the San Mateo County Board of Supervisors can impose sanctions, including but not limited to:

Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

Contractual remedies, including, but not limited to termination of contract;

Liquidated damages in the amount of \$2,500.

### **WHAT** is the jurisdiction of the Ordinance in terms of the location of a contractor's operations?

The Ordinance applies to those portions of a Contractor's operations that occur within the County; on real property outside the County if the property is owned by the County or the County has the right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and elsewhere in the United States where work related to a County Contract is being performed.

### **WHEN** does compliance begin if the contractor has a collective bargaining agreement?

If the contract is awarded or amended after July 1, 2001, and the contractor is under a collective bargaining agreement, the Equal Benefits Ordinance will apply to any contract awarded or amended after the effective date of the next collective bargaining agreement.

### **WHEN** may the requirements of the Equal Benefits Ordinance be waived?

The Board of Supervisors may waive the requirements of this Ordinance when it determines that it is in the best interests of the County. The County Manager may waive the requirements for contracts not needing the approval of the Board of Supervisors where the waiver would be in the best interest of the County for such reasons as, but not limited to:

The award of a Contract or amendment is necessary to respond to an emergency.

The contractor is the sole source.

No compliant contractors are capable of providing goods or services that respond to the County's requirements

The requirements are inconsistent with a grant, subvention or agreement with a public Agency.

The County is purchasing through a cooperative or joint purchasing agreement.

### **WHERE** do I file a complaint if my employer does not comply with the Equal Benefits Ordinance?

If you wish to file a complaint against your employer, contact: County Counsel, 400 County Center 3<sup>rd</sup> Floor, Redwood City, CA. 650-363-4250.



# **SAN MATEO COUNTY EQUAL BENEFITS PROGRAM FREQUENTLY ASKED QUESTIONS**

On February 13, 2001, the Board of Supervisors of San Mateo County passed Ordinance NO. 04026, an Ordinance adding Chapter 2.93 to the San Mateo Ordinance Code to provide for non-discrimination by County contractors in the provision of employee benefits. Employee benefits routinely comprise a significant proportion of total employee compensation, and discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay. This Ordinance mandates that contractors provide to employees with domestic partners benefits equal to those provided to employees with spouses.



Equal Benefits Requirements Chapter 2.84 of the Ordinance Code of San Mateo  
County

**2.84.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

**2.84.020 - Discrimination in the provision of benefits prohibited.**

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
  - 1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
  - 2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
  - 1. Award of a contract or amendment is necessary to respond to an emergency;
  - 2. The contractor is a sole source;
  - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - 5. The County is purchasing through a cooperative or joint purchasing agreement.

- (c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.
- (d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.
- (e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

#### **2.84.030 - Application of chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

#### **2.84.040 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
  - 2. Contractual remedies, including, but not limited to termination of contract, and
  - 3. Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

#### **2.84.050 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

**Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County**

**2.85.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

**2.85.020 - Contractor jury service policy.**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
  - 1. Award of a contract or amendment is necessary to respond to an emergency;
  - 2. The contractor is a sole source;
  - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - 5. The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

**2.85.030 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
  - 2. Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of noncompliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

**2.85.040 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

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Peninsula Clean Energy  
2016 Outreach and Communications Plan

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# Introduction

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## Peninsula Clean Energy

Peninsula Clean Energy is the name of the Community Choice Energy (CCE) program established in the County of San Mateo. Peninsula Clean Energy will serve as the default electricity service provider for electricity customers, both residential and commercial, in its service territory. Peninsula Clean Energy is committed to reducing greenhouse gas (GHG) emissions through offering electricity with a higher percentage of energy sourced from renewable resources than currently offered than PG&E, while still maintaining competitive rates. As a non-profit, government agency, Peninsula Clean Energy will use surplus revenue from its retail electricity sales to fund local renewable energy projects, specialized energy efficiency programs or other programs/projects that will benefit the communities it serves. Peninsula Clean Energy is dedicated to the increasing clean power, maintaining competitive rates and increasing community control over electricity.

Peninsula Clean Energy was formed as a new Joint Power Authority of the County of San Mateo in February 2016. Peninsula Clean Energy currently serves the communities of \_\_\_\_\_ [to be determined].

All CCEs, by legislation, are opt-out in nature, meaning that all customers in Peninsula Clean Energy's service territory will be automatically enrolled, unless the customer decides to return to PG&E as their electricity service provider. (PG&E continues to maintain the transmission and delivery infrastructure, meter electricity use, send a bill and provide energy efficiency programs for both Peninsula Clean Energy and PG&E customers.) Peninsula Clean Energy staff anticipate that the opt-out nature of the CCE may lead to confusion among customers and negatively impact the overall perspective towards the program. In addition, CCEs are a new type of service model for electricity customers. For these reasons, Peninsula Clean Energy will be conducting a robust outreach program beginning 3-4 months before customer enrollment begins.

The 2016 Outreach and Communications Plan builds upon prior outreach conducted on Peninsula Clean Energy, while expanding outreach to new audiences, using new communication platforms and ensuring customer awareness about Peninsula Clean Energy's electricity options and programs. The goal of the Outreach and Communications Plan is to inform electricity customers in Peninsula Clean Energy's service territory about the organization and their electricity options.

In addition, outreach and communication efforts will be used to maximize overall customer participation and increase the number of the customers enrolled in Peninsula Clean Energy's 100% renewable energy option, provide information on the special programs that Peninsula

Clean Energy may offer (e.g. net-energy metering for customers with solar panels) and encourage public participation in Peninsula Clean Energy's Board of Directors meetings.

The 2016 Outreach and Communications Plan draws on communications strategies currently used by successful CCEs in the Bay Area, while adapting these strategies for the unique population of residents and business owners that Peninsula Clean Energy serves.

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# Communitywide Outreach Strategies

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## Mailed Notices

Every electricity customer in Peninsula Clean Energy's service territory will receive a notice in the mail about customer enrollment, as required by California law. These notices include information about Peninsula Clean Energy's power choices, rates, and special programs to help electricity customers make an informed decision. The notices will also include Peninsula Clean Energy's Terms and Conditions and Services and instructions on how to opt-out of the program and stay with PG&E's electricity supply.

Peninsula Clean Energy is required by law to send a *minimum* of four notices. Two of the notices will be delivered *before* the program begins enrolling customers, starting 60 days before the enrollment period. The final two notices will be delivered within the first 60 days *after* enrollment.

Customers will be transferred to Peninsula Clean Energy service on their regularly scheduled meter read date unless they choose to opt out. There is no fee to opt out if a customer leaves Peninsula Clean Energy before service starts or within 60 days of the start of Peninsula Clean Energy service. Customers who opt out after this time period may be subject to a one-time administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to Peninsula Clean Energy service for 1 year.

All mailed notices will be printed in English and Spanish. Notices in other languages, such as Chinese and Tagalog, will also be sent to communities with a high population of English as a second language speakers.

Mailer information may be sent in the form of a letter, tri-fold brochure or other document. Certain customers (e.g. customers with solar panels or customers currently receiving CARE or Medical Baseline electricity rates) will receive personalized notices to provide information specific to their energy needs.

## Collateral

Peninsula Clean Energy has already developed a broad range of outreach collateral, including a tri-fold brochure, community guide to the technical feasibility study, frequently asked questions sheet, and glossary of terms. These main outreach materials are also translated in Spanish, Chinese and Tagalog. The County is also developing a frequently asked questions sheet specific to net-energy metering and customers with solar panels. These materials will be updated, as needed, with new information about the program.

A new set of collateral will be printed illustrating Peninsula Clean Energy's different electricity options and rates. There will be two sets of collateral, one for residential customers and one for commercial customers. Additional collateral may include a pamphlet to help customers read their energy bills, a sample Peninsula Clean Energy bill, and instructions on how to opt-out from the program (which will also be included in the direct mailers).

The collateral will be distributed through Peninsula Clean Energy's network of stakeholders, advocates, and contacts in the community. Peninsula Clean Energy staff will work with local community based organizations to help distribute the materials to their members and clients. Peninsula Clean Energy staff will stock materials at locations frequented by the community. These locations may include libraries, community centers, places of worship, activity centers, resource centers, health centers, senior centers, schools, and major supermarkets/shopping centers. Peninsula Clean Energy staff will work with city/county staff to help distribute the materials at city/county sponsored events. Information will also be provided while tabling at community events, such as farmers markets, Earth Day, National Night Out or Art and Wine festivals.

## Customer Service

Peninsula Clean Energy will establish a call center in summer 2016. Call center representatives will be available 24 hours a day, 7 days a week during the enrollment time period to process opt out requests and provide information. The call center representatives will be available to answer questions in both English and Spanish, with translation options available in additional languages, such as Cantonese, Mandarin and Tagalog. Customers may also email the Peninsula Clean Energy's general email address at [info@PeninsulaCleanEnergy.com](mailto:info@PeninsulaCleanEnergy.com) for information.

## Website and Social Media

Peninsula Clean Energy will continue to maintain and update its website ([www.peninsulacleanenergy.com](http://www.peninsulacleanenergy.com)) with information and resources on Peninsula Clean Energy, copies of the collateral, materials and recordings from past Advisory Committee meetings, and a schedule of upcoming outreach events and workshops. The website will be expanded to include additional information on the power options, power sources, rates, frequently asked questions and other elements of the organization.

Peninsula Clean Energy will increase its social media presence using platforms such as Twitter, Facebook and NextDoor. Currently, Peninsula Clean Energy maintains a Twitter account and Facebook group. It is expected that a Peninsula Clean Energy Facebook Page will also be established. Peninsula Clean Energy will coordinate with cities and county to cross-promote events, updates, and other information for customers across social media.

## Email Marketing

Currently, Peninsula Clean Energy maintains an email listserv to update subscribers with information about the program. Peninsula Clean Energy will initiate a formal, monthly e-newsletter to provide detailed updates on the progress of the program, rate changes, energy options and upcoming events. Outreach efforts will include a focus on increasing subscribers to the listserv.

## Advertising Campaign

In addition to the outreach methods outlined above, Peninsula Clean Energy will implement a robust advertising campaign, beginning 4-5 months before service begins. This advertising campaign will include: print advertisements, web based advertisements, radio advertisements, signage at bus stops and/or community gathering spots, banners, advertisements on social media platforms and promotional events.

Peninsula Clean Energy will be contracting with a highly qualified consultant to develop and execute a plan for the advertising campaign. The final marketing campaign plan will be approved by the PCE Board of Directors and then implemented by the consulting staff, Peninsula Clean Energy staff and local stakeholders. In addition to the strategic planning, the consulting firm will assist Peninsula Clean Energy staff with content development, messaging, media relations, event planning, social media marketing, digital paid media marketing and designing promotional materials.

To the extent feasible, Peninsula Clean Energy will partner with the cities/county and other stakeholders to conduct advertising at low or no costs. Local media outlets in San Mateo County include:

ABS-CBN Global-The Filipino Channel	The Almanac
Asian Journal Publications	BaySpo
Coastsider	The Daily News
Daily Post	El Bohemio News
El Mensajero	Irish Herald
KCSM	KLIV
KQED	KTSF-26
News for Chinese	Midpeninsula Community Media Center

Patch

Peninsula Press

Peninsula Television

The San Mateo County Times

San Mateo Daily Journal

Silicon Valley/San Jose Business Journal

Silicon Valley News

Sing Tao Chinese Radio Station

Univision 14, KDTV

World Journal

### In-Person: Presentations/Workshops/Tabling

In 2015, there were seven community workshops held on Peninsula Clean Energy throughout the County and numerous presentations on Peninsula Clean Energy provided to city councils, community councils, environmental quality commissions, stakeholder groups and community organizations. Peninsula Clean Energy will continue to host regular community workshops from January – October 2016 as well as present at council/commission meetings. The workshops will be located in different cities/communities throughout the County as well as during different times to ensure that all customers in the service area have equal opportunity to attend. Workshops will be promoted via the Peninsula Clean Energy website, Peninsula Clean Energy social media accounts, paper flyers, NextDoor, and local newspapers; local municipalities will be encouraged to help promote the workshops.

Peninsula Clean Energy will also table at select community events, including but not limited to: Earth Day events, Art and Wine Festivals, National Night Out, and city-sponsored events.

Potential outreach partners include, but are not limited to:

Boys and Girls Clubs of San Mateo County

Central Coast Energy Services

Peninsula Clergy Networks

Peninsula Family Service

Peninsula Interfaith Action

Peninsula Jewish Community Center

Siena Youth Center

St. Francis Center

# Targeted Outreach Strategies

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## In-Person: Presentations

Peninsula Clean Energy will continue to partner with community based organizations, advocates, stakeholders and city/county staff to conduct presentations and/or workshops to targeted audiences. Past outreach efforts have included presentations to service organizations, business organizations, faith-based groups, environmental groups, and political organizations. In addition to these groups, Peninsula Clean Energy will expand outreach to organizations serving low-income, fixed-income and minority populations. In addition, Peninsula Clean Energy will work with local homeowner and neighborhood associations to hold workshops and distribute collateral.

Potential outreach partners include, but are not limited to:

350.org, Silicon Valley Chapter	Kiwanis Clubs of San Mateo County
League of Women Voters	Lions Clubs of San Mateo County
Rotary Clubs of San Mateo County	San Mateo County Association of Relators
San Mateo County Central Labor Council	San Mateo County Democracy for America
San Mateo County School Boards Association	San Mateo United Homeowners Association
Sierra Club, Loma Prieta Chapter	Tri-County California Apartment Association

## Individuals for whom English is a Second Language

Peninsula Clean Energy is committed to providing support and resources for customers for whom English might be a second language.

In addition to English, the primary Peninsula Clean Energy collateral will be available in: Spanish, Chinese and Tagalog. In 2016, the Peninsula Clean Energy website will be translated into Spanish, with possible other language options later on. The Peninsula Clean Energy Call Center will also have Spanish speaking customer service specialists available, with translation options for Cantonese, Mandarin and Tagalog speakers. Peninsula Clean Energy will also offer translation services for selected community workshops.

Peninsula Clean Energy will work with community, health and faith-based organizations who serve diverse populations to ensure information on the program is being disseminated equally. This may include stocking cultural centers, resource centers, Humans Service Agency facilities

and other relevant locations with Peninsula Clean Energy collateral, as well holding presentations at these locations, co-sponsored by established organizations in the community. Peninsula Clean Energy will also contact community based organizations to provide information for newsletter or websites. Potential outreach partners include, but are not limited to:

- |   |  |
|---|--|
| Asian Pacific Environmental Network         | Basque Cultural Center                       |
| Boys & Girls Club of the Coastside          | Boys & Girls Club of the Peninsula           |
| El Concilio of San Mateo                    | Fair Oaks Health Center                      |
| Family Connections                          | Filipino Mental Health Initiative            |
| Filipino-American Association               | Hispanic Foundation of Silicon Valley        |
| Puente de la Costa Sur                      | San Mateo Japanese American Community Center |
| San Mateo Organization of Chinese Americans | Samaritan House                              |
| Second Harvest Food Bank                    | YMCA   |

## Seniors

Peninsula Clean Energy recognizes that elderly individuals are often on fixed incomes or have special electricity incomes; therefore, Peninsula Clean Energy will make outreach to seniors and their families a priority. Many seniors are currently taking advantages of electricity discounts, such as the California Alternative Rates for Energy (CARE), Family Electric Rate Assistance (FERA) or Medical Baseline. Peninsula Clean Energy wants all customers to know that these discounts are unaffected by Peninsula Clean Energy service and will continue without interruption, regardless if an individual is a Peninsula Clean Energy or PG&E customers.

To ensure that seniors are aware of their electricity options and status of electricity discounts, Peninsula Clean Energy will reach out to organizations serving senior citizens and retirement homes in its service territory as well as develop a FAQ targeted at seniors. Peninsula Clean Energy staff will provide presentations for senior at senior centers, retirement home and other senior care facilities. Potential outreach partners include, but are not limited to:

- |  |                            |
|--|----------------------------|
| County Aging and Adult Services division | County Commission on Aging |
|--|----------------------------|



Coastside Adult Day Health Center	Legal Aid Society of San Mateo County
Meals on Wheels	Network of Care
Ombudsman Services of San Mateo County	San Mateo County Fall Prevention Task
Second Harvest Food Bank	Force
Self-Help for the Elderly	Senior Living Residences

### Commercial/Industrial

According to the PENINSULA CLEAN ENERGY’s technical feasibility study, commercial and industrial customers account for 62% of electricity use in San Mateo County. In addition, PENINSULA CLEAN ENERGY is cognizant that commercial and industrial customers may have their own sustainability or greenhouse gas emission reduction objectives, while also being particularly sensitive to rate increases. For these reasons, PENINSULA CLEAN ENERGY will also focus outreach to commercial and industrial customers.

In 2015, County staff provided presentations on PENINSULA CLEAN ENERGY to chambers of commerce, co-hosted a Community Choice Energy business forum with the San Mateo County Economic Development Association (SAMCEDA) and meet one-on-one with several large companies in the area. SAMCEDA staff also served on the PENINSULA CLEAN ENERGY Advisory Committee.

Moving forward in 2016, PENINSULA CLEAN ENERGY will continue to use these connections and partnerships to outreach to local businesses and companies about the program. The PENINSULA CLEAN ENERGY website has a section specifically dedicated to business interests and collateral will be developed to target business/industrial accounts. PENINSULA CLEAN ENERGY will continue to make presentations at organizations/boards that work with businesses, to provide information for newsletters or websites, and/or to partner in any other way to inform the business community about PENINSULA CLEAN ENERGY’s coming service; in addition, PENINSULA CLEAN ENERGY will continue holding one-on-one meetings and make direct contact with its large commercial and industrial accounts. Potential outreach partners include, but are not limited to:

Filipino-American Chamber of Commerce	Hispanic Chamber of Commerce Silicon
Peninsula Chinese Business Association	Valley
San Mateo County Economic	San Mateo Small Business Development

Development Association (SAMCEDA)

Centers

Silicon Valley Joint Venture

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# General Outreach Timeline

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## January

- Hire consulting firm for PENINSULA CLEAN ENERGY marketing and communications
- Study sessions and informational presentations for city councils (continued from 2015)
- Presentations to community organizations (ongoing)
- PENINSULA CLEAN ENERGY community workshop (ongoing)
- Identify additional community organizations to outreach to
- Advisory Committee meeting

## February

- Begin press outreach
- Begin expanded outreach to community organizations – Focus on organizations serving seniors and low-income families
- Final Advisory Committee meeting

## March

- Present final Communications and Outreach Plan to PENINSULA CLEAN ENERGY Board of Directors
- Re-design collateral to include information on electricity and program options
- Expand website to include information on electricity and program options
- First PENINSULA CLEAN ENERGY Board of Directors meeting
- PENINSULA CLEAN ENERGY Business Workshop

## April

- Board approval of final Communications and Outreach Plan
- Expand website to prepare for customer enrollment
- Translate website into Spanish
- PENINSULA CLEAN ENERGY Workshop for Seniors, Aging, and Elderly
- Earth Day tabling

## May

- Prepare call center scripts

## June

- Commence full advertising campaign
- Call center goes live

## July

- Deliver initial mailed notice - Letters

## August

- Mailed notices - Letters

## September

- Mailed notices - Letters

## October (Program launch)

- Mailed notices – Letter + tri-fold brochure

## November

- Mailed notices – Letter + tri-fold brochure

## December