



**REQUEST FOR PROPOSALS
FOR
PRINTING and MAILING SERVICES**

ISSUED ON: May 6, 2025

PROPOSALS DUE:
MAY 27, 2025
1:00 p.m. Pacific Standard Time

Submit Questions and RFP Responses to:
Comms@PioneerCommunityEnergy.org

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I. INTRODUCTION

a. INVITATION AND TENTATIVE TIMELINE

Pioneer Community Energy ("Pioneer"), a California Joint Powers Authority, is seeking a qualified firm ("Consultant") to provide printing and mailing services for Pioneer, including but not limited to the following:

- Annual Power Content Label
- Weekly Pre-enrollment and Post-enrollment Notices
- Annual Joint Rate Mailer
- Monthly Marketing Mailers
- Other Printing and Mailing Services as Needed

The contract term will be for one year, July 1, 2025 – June 30, 2026, with options to renew.

The below tentative schedule is provided for convenience but may be subject to change at any time by Pioneer. Any such changes will be stated in an addendum to this RFP or otherwise communicated.

Key Dates	
RFP Issuance	May 6, 2025
Deadline for Questions & Notices of Interest	May 13, 2025
Deadline for Responses to Questions	May 20, 2025
Submission Deadline	May 27, 2025
Selection of Contractor	June 3, 2025
Target Contract Approval Date	June 19, 2025

b. BACKGROUND

Authorized by California Assembly Bill 117 in 2002, Community Choice Aggregation (“CCA”) enables city and county governments to pool the electricity demand within their jurisdictions to directly procure or generate electrical power supplies on behalf of the residents and businesses in their communities.

Pioneer was established in 2017 as a locally owned CCA electricity provider and in 2018 began providing service to Placer County customers offering competitive rates, reliable service, and a choice in energy options.

Pioneer currently serves approximately 170,000+ residential and business accounts in the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville and Rocklin, the Town of Loomis, and most of unincorporated Placer and El Dorado Counties. Pioneer is currently projected to expand to approximately 13 additional communities by Fall 2027. The current fiscal year budget anticipates revenues of approximately \$243 million.

Pioneer is governed by an eleven-member Governing Board consisting of representatives from each member community. Expansion communities will also serve on the Board prior service delivery. Pioneer’s Chief Executive Officer administers the day-to-day affairs of Pioneer and is appointed by the Governing Board.

For more information, please visit
<https://pioneercommunityenergy.org/>.

II. SCOPE OF WORK

Printing and Mailing Services may include, but are not limited to:

1. General Requirements:

- a. Provide line item bid for printing cost per card with total and mail services total charge for delivering to West Sacramento Post Office, 3775 Industrial Blvd.
- b. Mails on customer's USPS permit. Data processing, CASS, NCOA, Presort Bulk Class postage using Pioneer postal mailing permit and indicia. Those mailings without a mailing list to have "or current resident" for residential and "or current occupant" for Commercial. Drop as single mailing. Label/presort so mailing is distributed at same time
- c. Mailing list, if provided, comes de-duped.
- d. Artwork: High Resolution PDF
- e. Paper: White, USPS approved postcard, machinable stock, tabbed, mail weight paper, tabbed, and address sorted, if applicable
- f. Full color, 2-sided
- g. Ink: 4/4
- h. Bleeds: None
- i. Fold: None
- j. Trim: To final size
- k. Proof: Electronic approval

2. Annual Power Content Label:

- a. PCL artwork, 6"w x 4"h- printer ready file provided
- b. Quantity: 172k addresses
- c. Produced and mailed mid-December

3. Weekly Pre and Post Enrollment Notices:

- a. Printer ready file provided.
- b. Data Processing, CASS, NCOA, Presort Bulk Class postage using Pioneer postal mailing permit. Do not Dedupe, add "current resident" or "current occupant" to address label
- c. Electronic proof provided
- d. Quantity: Est. 500/week. Size: 8.5 by 11, full color, print, cut, address/deliver to West Sacramento Post Office weekly. Mails flat. Paper: Matte or Satin 100# Cover stock or other paper APPROVED BY USPS as machinable. Please note paper selection on bid
- e. Pioneer's distribution list will be provided in a SFTP file for print vendor to download every Tuesday or Wednesday at the latest.

- f. While the artwork will be static for the most part, we do have occasions where an update is provided. This could be as frequently as once per quarter.
- g. Mailing is done under Pioneer's Standard Rate Permit and should be presorted.
- h. To maximize the postage rate, the preference is to mail a minimum of 500 postcards each time.
- i. NO LIST MAY BE HELD LONGER THAN TWO WEEKS.
- j. If we cannot get to the quantity of 500 by the second week, then the postcards must be mailed, even if at higher postage rate.

4. Marketing mailers - monthly

- a. Printer ready file provided; mailing lists to be provided.
- b. Produce a monthly mailer
- c. Quantity: 145,000
- d. Printing size to be determined
- e. Full color, trim, folding

5. Annual Joint Rate Mailer (JRM):

- a. Printer ready artwork provided for each mailing for a total of 8 different post cards
- b. Separate mailing lists, up to 8 different lists, provided for each postcard:
Placer County customers
El Dorado/Nevada City/Grass Valley customers
- c. Quantity - approximately 163,000 addresses
- d. Artwork likely will be 11"w x 6"h but may vary
- e. Final draft of JRM to be completed by end of May
- f. JRM must be printed and mailed by July 1, 2026 unless otherwise directed by Pioneer

III. REQUIRED CONTENT OF OFFERS

Offers shall, at minimum, include the following components in sufficient detail to allow Pioneer to evaluate the offer (using the criteria in Section V)

a. INTRODUCTION/COVER SHEET

Briefly introduce the firm, the size of the firm, and summarize its most relevant experience in the areas of expertise listed in Section II.

b. PRICE

Offers should include pricing structure information. Pioneer reserves the right to negotiate with the Offeror on the structure of the billing and/or fees.

c. ORGANIZATION, SIZE, STRUCTURE, AND AREAS OF PRACTICE

Offer should describe its organization, size, structure, areas of specialty, and office location(s). Indicate, if appropriate, if the firm is a small or mid-sized firm.

d. MODIFICATIONS TO AGREEMENT

Pioneer's standard consultant service agreement is attached. Offeror should include any proposed modifications to this template as a part of the offer submission.

IV. EVALUATION CRITERIA

Pioneer will evaluate offers using the following criteria:

Expertise/Experience	50%
Price	45%
Local Proximity	5%

V. KEY DEADLINES & SUBMISSION REQUIREMENTS

a. NOTICE OF INTEREST

No later than the deadline for submitting questions, all parties interested in responding to this RFP are encouraged but not required to notify Pioneer via email of the intent to submit an offer. A notice of interest in submitting an offer is not required; however, it is useful for the evaluation process. This notice creates no obligation to submit an offer but will ensure that interested parties are copied on Pioneer's responses to questions submitted by potential respondents. Notices must be sent to Comms@PioneerCommunityEnergy.org and should include the firm's name and email contact information, referencing "Pioneer Printing & Mailing Services RFP – Notice of Interest" in the subject line.

b. DEADLINE FOR QUESTIONS

Any questions related to the content of this RFP must be submitted to Comms@PioneerCommunityEnergy.org no later than May 13, 2025.

c. DEADLINE FOR RESPONSES

Pioneer responses to all questions received will be sent to all vendors on the distribution list via email by May 20, 2025.

d. SUBMISSION DEADLINE

To be eligible for consideration, all offers must be submitted via email, in either pdf or .docx (Word) file format, **no later than 1:00pm on May 27, 2025** to:
Comms@PioneerCommunityEnergy.org

e. SELECTION OF CONTRACTOR

Subject to the General Terms and Conditions below, Pioneer anticipates that the contractor selection process will be completed by **June 3, 2025**. A staff recommendation to the Governing Board for contract approval is anticipated for June 19, 2025.

VI. GENERAL TERMS AND CONDITIONS

a. INCURRING COST

This RFP does not commit Pioneer to award, nor does it commit Pioneer to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

b. CLAIMS AGAINST PIONEER

Neither your organization nor any of your representatives shall have any claims whatsoever against Pioneer, or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between Pioneer and your organization.

c. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals and/or one hundred eighty days (180) after receipt of a best and final offer, if one is submitted.

d. BASIS FOR PROPOSAL

Only information supplied by Pioneer in writing by the Offeror in connection with this RFP should be used as the basis for the preparation of Offeror's proposal.

e. FORM OF PROPOSALS

No oral, telephone, or facsimile proposals will be accepted.

f. AMENDED PROPOSAL

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified in a written format. Pioneer will not merge, collate, or assemble proposal materials.

g. WITHDRAWAL OF PROPOSAL

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to and submitted to Pioneer.

h. LATE RESPONSE

For a proposal to be considered, the proposal must be sent via email to the email address specified above no later than the RFP due date and time. The time and date stamp of the email will be the basis for determining timeliness of proposals.

i. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

j. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of Pioneer, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Offeror proprietary information is contained in documents submitted to Pioneer, and Offeror claims that such information falls within one or more CPRA exemptions, Offeror must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Pioneer will make best efforts to provide notice to Offeror prior to such disclosure. If Offeror contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunction relieve, or other appropriate remedy from a court of law in Placer County before Pioneer's deadline for responding to the CPRA request. If Offeror fails to obtain such remedy within Pioneer's deadline for responding to the CPRA request, Pioneer may disclose the requested information.

By submitting a proposal, Offeror further agrees that it shall defend, indemnify, and hold Pioneer or its agents, harmless against any claim, action, or litigation (including, but not limited

to, all judgements, costs, fees, and attorney's fees) that may result from denial by Pioneer of a CPRA request for information arising from any representation, or any action (or inaction), by the Offeror.

k. CONFIDENTIALITY

All data and information obtained from or on behalf of Pioneer by the Offeror and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from Pioneer. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to Pioneer is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

l. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Contact with a valid e-mail address to receive this correspondence.

m. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by Pioneer, the version maintained by Pioneer must govern.

n. PIONEER RIGHTS

Pioneer reserves the right to do any of the following at any time:

- i. Reject any or all proposal(s), without indicating any reason for such rejection.
- ii. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation.

- iii. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
- iv. Terminate the RFP, and at its option, issue a new RFP.
- v. Procure any equipment or services specified in this RFP by other means.
- vi. Modify the selection process, the specifications, or requirements for materials or services, or the contents or format of the proposals.
- vii. Extend a deadline specified in this RFP, including deadlines for accepting proposals.
- viii. Negotiate with any or none of the Offerors.
- ix. Modify in the final agreement any terms and/or conditions described in this RFP.
- x. Terminate failed negotiations with any Offeror without liability and negotiate with other Offeror(s).
- xi. Disqualify any Offeror based on a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data availability to Pioneer.
- xii. Eliminate, reject, or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by Pioneer; and/or
- xiii. Accept all or a portion of an Offeror's proposal

ATTACHMENT
Consultant Services Agreement Template

Administering Agency: Pioneer Community Energy

Contract No. _____

Contract Description: _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Rocklin, California, as of _____, 2025 (the “Effective Date”), by and between Pioneer Community Energy, (“Pioneer”), and _____ (“Consultant”), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A**. Pioneer shall have the right to request, in writing, changes in the scope of services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. Consultant shall not be reimbursed for any expenses incurred for work performed outside the scope of services in **Exhibit A** unless prior written approval is given by Pioneer through a fully executed written amendment.
2. **Payment.** Pioneer shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to Pioneer in the manner specified therein, or, if no manner be specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to Pioneer. Pioneer shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Pioneer is satisfied that the services are satisfactory. **The amount of the contract shall not exceed _____ (written) _____ Dollars (\$ __ numerical __).**
3. **Facilities, Equipment and Other Materials, and Obligations of Pioneer.** Unless otherwise specified in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Consultant’s Representations.** Consultant represents that it is fully qualified to perform the services described in **Exhibit A** by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions in this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Pioneer shall not operate as a waiver or release. Consultant shall indemnify and hold harmless Pioneer, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

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5. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail.
 6. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
 7. **'Licenses, Permits, Etc.** Consultant represents and warrants to Pioneer that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to Pioneer that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
 8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
 9. **Hold Harmless and Indemnification Agreement.** At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify Pioneer in accordance with the provisions contained in Exhibit D.
 10. **Insurance.** Consultant shall file with Pioneer concurrently herewith a Certificate of Insurance, in companies acceptable to Pioneer, with a Best's Rating of no less than A-:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be a "reimbursable" expense under any circumstances.
 11. **Relationship of Parties.**
 - A. Consultant is, and shall at all times remain as to Pioneer, a wholly independent contractor. Pioneer shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Pioneer shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
 - B. Except as Pioneer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Pioneer in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to incur any debt, obligation, or liability on behalf of Pioneer or to otherwise bind Pioneer to any obligation whatsoever. Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of Pioneer or that it or they have the power to bind or commit Pioneer.
 - C. Neither Pioneer nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Pioneer.
 12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Pioneer, said approval to be in the sole discretion of Pioneer. Except as otherwise provided herein, Consultant shall not subcontract any services to be performed without amending this Agreement. Consultant shall be responsible to Pioneer for all services to be performed under this Agreement.

13. **Personnel.**

- A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Pioneer, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Pioneer of the desire of Pioneer for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the “Project Team” in Exhibit A, Consultant agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of Pioneer shall be grounds for termination of the Agreement by Pioneer, and payment shall be made pursuant to Section 17 (Termination) of this Agreement only for that work performed by Project Team members.
- C. Pioneer shall pay Consultant for work performed by its subconsultants, if any, only as set forth in **Exhibit B**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. Pioneer shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

14. **Notification of Organizational Changes.** Consultant shall notify Pioneer, in writing, of any change in name, ownership or control of Consultant’s firm or of any subconsultant. Change of ownership or control of Consultant’s firm may require an amendment to this Agreement.

15. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Pioneer pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant’s profession. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090, and the Political Reform Act (Government Code § 81000 et seq.).

16. **Prevailing Wages.** Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. This Agreement is subject to the Prevailing Wage Laws for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement. Consultant shall defend, indemnify, and hold Pioneer, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

17. **Termination.**

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- A. Pioneer shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Pioneer shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Pioneer shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, digital original and copies, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) Pioneer shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) Pioneer shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Pioneer as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in **Exhibit B**, and further provided, however, Pioneer shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Pioneer such financial information as in the judgment of Pioneer is necessary to determine the reasonable value of the services rendered by Consultant. Pioneer shall have the benefit of such work as may have been completed up to the time of such termination. The foregoing is cumulative and does not affect any right or remedy, which Pioneer may have in law or equity.
 - 4) Notwithstanding the foregoing, should Consultant fail to perform any of its obligations hereunder within the time and in the manner provided or otherwise violate any of the terms of this Agreement, Consultant shall be compensated as above, provided there shall be deducted from such amount the amount of damage if any, sustained by Pioneer by virtue of Consultant's breach of this Agreement.
- B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to Pioneer. In the event of such termination, Consultant shall deliver copies of all writings to Pioneer and shall be entitled to compensation as set forth above. Pioneer shall have the benefit of such work as may have been completed up to the time of such termination
18. **Contract Term.** This Agreement shall remain in place until the Scope of Services described in Exhibit A is completed, or until terminated pursuant to Section 17 of this Agreement.
19. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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20. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to Pioneer for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement, and Pioneer shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Pioneer is satisfied that work of such value has been rendered pursuant to this agreement. However, Pioneer shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Pioneer or as part of any audit of Pioneer, for a period of three (3) years after final payment under this Agreement.
21. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Pioneer, and Consultant agrees to deliver reproducible copies of such documents to Pioneer on completion of the services hereunder. No such written products shall be the subject of a copyright application by Consultant.
22. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Pioneer or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest.** Consultant represents that it has no known relationships with third parties, Pioneer Board members, or employees of Pioneer which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information. Consultant certifies that no official or employee of Pioneer, nor any business entity in which an official of Pioneer has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying Pioneer.
24. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed Pioneer official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, **Exhibit E**, to Pioneer prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
25. **Entirety of Agreement.** This Agreement contains the entire agreement of Pioneer and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

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26. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
27. **Governing Law & Venue.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
28. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
29. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

PIONEER COMMUNITY ENERGY:

Pioneer Community Energy
Attn: Eric Acedo
2510 Warren Drive Suite B
Rocklin, CA 95677
Finance@pioneercommunityenergy.org

Phone: (916) 758-8943

CONSULTANT:

Phone: _____

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

30. **Multiple Phase Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting Pioneer with any portion of the Pioneer's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Pioneer. Pioneer shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Pioneer to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.
31. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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32. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Pioneer. Pioneer shall grant such consent if disclosure is legally required. All Pioneer data shall be returned to Pioneer upon the termination or expiration of this Agreement.
33. **Successors & Third-Party Beneficiaries.** This Agreement shall be binding on the successors and assigns of the parties. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
34. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
35. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.
36. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

Executed as of the day first above stated:

PIONEER COMMUNITY ENERGY

By: _____

Printed Name/Title:

Approved as to Form – General Counsel:

By: _____

Printed Name/Title:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: **Owner**

By:* _____

Name: _____

Title: **Secretary/CFO**

**If Consultant is a corporation, this agreement must be signed by two corporate officers: (1) the chairperson, president, or any vice president; and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. (Civ. Code § 313.), unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of Pioneer
- D. Hold Harmless Agreement and Insurance Requirements
- E. Campaign Contribution Disclosure Form

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

The total amount for services rendered not to exceed \$ _____.

And, if applicable

The maximum hourly rate shall not exceed \$ _____ per hour.

Invoices

Invoices shall include a list of work performed by billable hour including date, hours and services provided. Work performed by Consultant will be subject to final acceptance by Pioneer.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Pioneer.

Submit all invoices to:

Pioneer Community Energy

Attn: Eric Acedo

Finance@pioneercommunityenergy.org

2510 Warren Drive, Suite B

Rocklin, CA 95677

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF PIONEER

(Specify all equipment and facilities to be provided or made available by Pioneer, and any other Pioneer obligations.)

(typically)

NOT APPLICABLE

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- A. To the fullest extent permitted by law, CONSULTANT hereby agrees to protect, defend, indemnify, and hold PIONEER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, reasonable attorneys' fees for counsel of Pioneer's choice, expert fees, and all other expenses incurred by PIONEER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to any real or personal property (including employees or property of PIONEER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement, CONSULTANT's performance under this Agreement, or CONSULTANT'S failure to comply with any provision in this Agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PIONEER or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of PIONEER from liability for damages or injuries to third persons or property arising from CONSULTANT's performance pursuant to this Agreement. PIONEER's right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. PIONEER shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend the PIONEER hereunder has arisen. CONSULTANT shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent. CONSULTANT shall not be required to indemnify PIONEER for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of PIONEER.
- B. As used in this section, the term PIONEER means Pioneer or its officers, agents, employees, and volunteers. The term CONSULTANT means Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement.
- C. The obligations of CONSULTANT set forth herein are not limited by the provisions of any workers' compensation or similar statute. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to PIONEER.
- D. PIONEER does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. CONSULTANT's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- E. PIONEER may request a deposit for defense costs from CONSULTANT with respect to a claim. If PIONEER requests a defense deposit, CONSULTANT shall provide it within 15 days of the request.
- F. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here from each and every subconsultant or any other person or entity involved in the performance of this Agreement on CONSULTANT's behalf.

2. INSURANCE:

CONSULTANT shall file with PIONEER concurrently herewith a Certificate of Insurance, in companies acceptable to PIONEER, with a Best's Rating of no less than A-VII showing, and complete, certified copies of all required insurance policies, including endorsements affecting the coverage for all policies required by this Agreement. CONSULTANT shall require all of its subcontractors, subconsultants, and other agents to do the same. Approval of the insurance by PIONEER shall not relieve or decrease any liability of CONSULTANT.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

- Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy".
- Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Pioneer, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.
- CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with Pioneer upon demand.

4. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. One of the following forms is required:
 - (1) Comprehensive General Liability; or
 - (2) Commercial General Liability (Occurrence).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→ Two million dollars (\$2,000,000) each occurrence
→ Four million dollars (\$4,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:

→ Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
→ Two million dollars (\$2,000,000) for Products-Completed Operations
→ Four million dollars (\$4,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:

Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, shall be endorsed with the following specific language:

- A. “Pioneer Community Energy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- B. “The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to Pioneer Community Energy with respect to any insurance or self-insurance programs maintained by Pioneer Community Energy and no insurance held or owned by Pioneer Community Energy shall be called upon to contribute to a loss.”
- C. “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy.”

All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).

7. PROFESSIONAL LIABILITY INSURANCE:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Effective Date of the Agreement or commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event CONSULTANT’s policy is a “claims made” policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

8. PRIVACY AND CYBERSECURITY LIABILITY INSURANCE:

Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least \$5,000,000 US per occurrence.

9. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against PIONEER and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - CONSULTANT shall furnish Pioneer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Pioneer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Pioneer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement. In the event any policy is canceled prior to the completion of the Agreement and CONSULTANT does not furnish a new certificate of insurance prior to cancellation, PIONEER has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due CONSULTANT under this Agreement.

Subrogation - CONSULTANT hereby waives all rights of subrogation against PIONEER. CONSULTANT shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

Report of Claims - CONSULTANT shall report to PIONEER, in addition to CONSULTANT's insurer, any and all insurance claims submitted to CONSULTANT's insurer in connection with the services under this Agreement.

Premium Payments and Deductibles - CONSULTANT must disclose all deductibles and self-insured retention amounts to PIONEER. PIONEER may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, PIONEER must approve all such amounts prior to execution of this Agreement.

PIONEER has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. CONSULTANT shall be responsible for all premiums and deductibles in all of CONSULTANT's insurance policies. The amount of deductibles for insurance coverage required herein are subject to PIONEER's approval.

Duty to Defend and Indemnify - CONSULTANT's duties to defend and indemnify PIONEER under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

EXHIBIT E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Local governments are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to Pioneer with your application.

No Pioneer Board member or other Pioneer official shall accept, solicit, or direct a campaign contribution of more than \$500 from any party¹ financial interested participant,² or agent³ for 12 months after the Pioneer approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a Pioneer proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$500 by a party or agent to any Pioneer member or other Pioneer official during the preceding 12 months. No party to or participant in a Pioneer proceeding, shall make a contribution of more than \$500 to a Pioneer Board member or other Pioneer official during a proceeding and for 12 months after the Pioneer approves a contract. No agent to a party or participant shall make a contribution in any amount to a Pioneer board member or other Pioneer official during the preceding 12 months following the date a final decision is rendered by Pioneer.

A Pioneer Board member or other Pioneer official who received a campaign contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, , he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed

To determine whether you or your agent made a campaign contribution of more than \$500 to a Pioneer Board member or other Pioneer official within the preceding 12 months, you must aggregate all such contributions.

Names of current Pioneer Board members and other Pioneer officials are available on Pioneer's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the Pioneer Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent, who has contributed more than \$500 to any Pioneer Board Member or other Pioneer official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of Pioneer Board member or other Pioneer official to whom contribution was made:

1. _____
2. _____
3. _____

(d) ☐ Check here If no contributions have been made to any Board member or other Pioneer official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

Date _____ Phone _____