



**Consent Item 11**

**TO:** East Bay Community Energy Board of Directors

**FROM:** Kelly Brezovec, Senior Manager of Account Services

**SUBJECT:** Printing and Mailing Services

**DATE:** September 16, 2020

**Recommendation**

Approve a first amendment to a contract with FinalOption Corp, dba Pacific Printers, for printing and mailing services, for the period of October 1, 2020 – June 30, 2021, in an amount not to exceed \$305,000.

**Background and Discussion**

Over the next year, EBCE must provide multiple different customer notifications that require the services of a printer and mailer. Notifications include:

<b>Project</b>	<b>Schedule</b>
-150,000 Power Content Label postcards	Oct 2020 (estimated)
-75,000 customer enrollment notifications for new communities	February 2021 through May 2021
New customer notifications	Ongoing
-10,000 NEM-specific new communities customer enrollment notifications	March 2021
Time-of-Use default transition communications	April 2021
-150,000 Joint Rate Mailer postcards	June 2021

In June 2018, a competitive solicitation was issued, posted to the EBCE website, circulated to the Board of Directors, and emailed to the vendors used by other Bay Area Community Choice Energy programs as well as appropriate companies that were designated as Small, Local, Emerging Businesses within Alameda County. A total of five proposals were received. A team of four EBCE staff and consultants reviewed and scored the proposal. FinalOption Corp, dba

Pacific Printing, a union shop based in San Jose was among the highest scoring proposals and was ultimately selected to meet EBCE's high demand of print and mail needs.

FinalOption Corp's union team has executed each project to EBCE's specification and timeline.

EBCE staff requests Board approval to amend the existing agreement with FinalOption Corp to add an additional \$305,000 to the agreement to cover customer notifications through June 30, 2021. The current agreement was signed by CEO Nick Chaset on July 27, 2020 for \$100,000 with a termination date of June 30, 2021.

EBCE retains the right to solicit competitive bids for any printing and mailing project.

### **Fiscal Impact**

The cost of these customer notifications was included in the budget presented to and approved by the Board on June 17, 2020.

### **Attachment**

- A. Resolution of the Board of Directors Approving a First Amendment to the Agreement for Print and Mailing Services with FinalOption Corp
- B. First Amendment for Printing and Mailing Services with FinalOption Corp (dba Pacific Printers)

**RESOLUTION NO. \_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY APPROVING A FIRST  
AMENDMENT TO THE AGREEMENT FOR PRINTING AND MAILING SERVICES  
WITH FINALOPTION CORP**

**WHEREAS** The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 et seq., among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

**WHEREAS** in July 2018, following a public Request for Proposal process, the Board of Directors authorized the CEO to execute an Agreement with FinalOption Corp for Printing and Mailing Services for the period of September 26, 2018 through December 31, 2019, in an amount not to exceed \$925,000.

**WHEREAS** in December 2019 the Board of Directors authorized the CEO to execute a first amendment to the Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services to extend the duration of the agreement through June 30, 2020 and agree to an updated Scope of Work.

**WHEREAS** in July 2020 the CEO executed a Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services for \$100,000 through June 30, 2020.

**WHEREAS** staff has found FinalOption Corp’s union team consistently meets, or exceeds, the work product expectations as outlined in the Scope of Work and continues to require its services for the printing and mailing of required customer notifications and other related services.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Board of Directors hereby authorizes the CEO to negotiate and execute an Amendment to the Consulting Services Agreement with FinalOption Corp to increase the total compensation by \$305,000, for a total amount not to exceed \$405,000.

**ADOPTED AND APPROVED** this 16<sup>th</sup> day of September, 2020.

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Dan Kalb, Chair

ATTEST:

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Stephanie Cabrera, Clerk of the Board

**First Amendment to Consulting Services Agreement for Services by and Between  
East Bay Community Energy Authority and FinalOption Corp**

This First Amendment to the Agreement with FinalOption Corp for Consulting Services (“First Amendment”) is made this 16th day of September, 2020, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and FinalOption Corp (doing business as Pacific Printing) (“FinalOption”), a California corporation, for the purposes of adding additional compensation.

**Recitals**

- A. EBCE and FinalOption entered into that certain Consulting Services Agreement dated July 1, 2020 (“Agreement”), wherein FinalOption agreed to provide printing and mailing services to EBCE, with compensation not to exceed \$100,000.
- B. EBCE and FinalOption now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$305,000 for a total amount not to exceed \$405,000.

**Now therefore**, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 6 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$305,000 for a total amount not to exceed four hundred five thousand dollars (\$405,000).
- 2. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
- 3. All other terms and conditions in the Agreement not otherwise modified by this First Amendment will remain in full force and effect.

**In witness whereof**, the Parties have entered this Amendment on the date written above.

East Bay Community Energy Authority,  
A Joint Powers Authority

FinalOption Corp,  
A California Corporation

\_\_\_\_\_  
Nick Chaset  
Chief Executive Officer

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
EBCE General Counsel

## **Exhibit E**

### **Compensation/Budget**

Fees are based on print and mail costs. Typical fees for postcards, which are the most common print/mail from this vendor, are as follows:

- Printing of cards (based on 10,000 runs) = \$.095 per piece
- Mailing of cards = \$.08 per piece with \$50 minimum
- Estimated Postage (Bulk Mail) = \$.25 per piece
- Estimated Postage (First Class) = \$.55 per piece

For all services, EBCE will be provided a written quote, email is acceptable.

The maximum compensation under this Agreement is \$405,000.