



Consent Item 8

TO: East Bay Community Energy Board of Directors

FROM: Dan Lieberman, Marketing Director

SUBJECT: Printing and Mailing Services

DATE: October 19, 2022

Recommendation

Approve a Third Amendment to the contract with FinalOption Corp., dba Pacific Printers, for printing and mailing services to extend the term through June 30, 2023, add an additional \$320,000 to the compensation.

Background and Discussion

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

Project	Estimate Cost
Joint Rate Mailer	\$35,000
New Customer Notifications	\$85,000
Power Content Label	\$70,000
City-specific mailers	\$115,000
Misc - print collateral	\$15,000
Total	\$320,00

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.

A Consulting Services Agreement was signed effective September 26, 2018 through December 31, 2019, with compensation not to exceed \$925,000, and was amended December 17th, 2019 to extend the term through June 30, 2020. That Agreement terminated June 30, 2020.

A Second Consulting Services Agreement was signed by CEO Nick Chaset on July 27, 2020 for \$100,000 with a termination date of June 30, 2021. EBCE Board approved an Amendment to the Second Agreement to add an additional \$305,000 in compensation to cover customer notifications through June 30, 2021. A Second Amendment was signed on May 19, 2021 to add an additional \$395,000 to the Agreement.

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

EBCE staff are now requesting Board approval for a Third Amendment to the Consulting Services Agreement with FinalOption Corp. to add an additional \$320,000 in compensation to cover customer notifications and print collateral through June 30, 2023.

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 15, 2022.

Attachments

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

RESOLUTION NO. R-2022-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY APPROVING A THIRD 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 a Consulting Services 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 update the 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 in September 2020 the CEO executed a First Amendment to the Consulting Services Agreement with FinalOption Corp. for Printing and Mailing Services adding \$305,000 in compensation,

WHEREAS in June 2021 the Board of Directors authorized the CEO to execute a Second Amendment to the Consulting Services Agreement with FinalOption Corp. for Printing and Mailing Services adding \$395,000 in compensation, and extending the duration of the agreement through June 30, 2022,

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 a Third Amendment to the Consulting Services Agreement with FinalOption Corp. to increase the total compensation by \$320,000, with total compensation not to exceed \$1,120,000 and extend the duration of the Agreement through June 30, 2023.

ADOPTED AND APPROVED this 19th day of October, 2022.

Dianne Martinez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

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

This Third Amendment to the Consulting Services Agreement with FinalOption Corp for Consulting Services (“Third Amendment”) is made this 19th day of October, 2022, 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 and to extend the term date.

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. In September 2020, EBCE and FinalOption executed a First Amendment to the Agreement to add additional compensation, increasing the not-to-exceed amount by \$305,000 for a total amount not to exceed \$405,000.
- C. In June 2021, the Board of Directors authorized the CEO to execute a Second Amendment to the Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services in an amount of \$395,000 and to extend the duration of the agreement through June 30, 2022, for a total amount not to exceed \$800,000
- D. EBCE and FinalOption now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$320,000 for a total amount not to exceed \$1,120,000, and to extend the term of the agreement through June 30, 2023.

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

- 1. Section 2 of the Agreement (“Term”) is amended to extend the term of the Agreement through June 30, 2023.
- 2. Section 6 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$320,000 for a total amount not to exceed one million one hundred twenty thousand dollars (\$1,120,000).
- 3. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
- 4. All other terms and conditions in the Agreement not otherwise modified by this Third 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: Secretary

Date: _____

Date: _____

Approved as to form:

Name:
Title: President

EBCE General Counsel

Date: _____

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 \$1,120,000.