Staff Report Consent Item 5

TO: East Bay Community Energy Executive Committee Members

FROM: Annie Henderson, VP, Marketing and Account Services

SUBJECT: Approval of Amendment to Circlepoint Agreement for Community Outreach, Marketing, and Customer Notification Services

DATE: July 18, 2018

Recommendation

Approve an amendment to the Agreement with Circlepoint for Community Outreach, Marketing, and Customer Notification Services, to revise the scope of work, staffing, subconsultants, and schedule to provide for Phase 2 residential marketing and outreach and increase the contract amount by $530,510.

Background and Discussion

Alameda County issued a request for proposals in December 2016 for Community Outreach, Marketing and Customer Notification services. Four proposals were received by the Community Development Agency’s (CDA) Planning Department and were reviewed pursuant to the County’s procurement process. On January 13, 2017, a County Selection Committee (CSC) panel of two Community Choice Aggregation (CCA) Steering Committee members convened to interview, score, and rank the proposals.

Alameda County selected Circlepoint as the successful proposer and entered into Alameda County Procurement Contract No. 14862 with a one-year term commencing on April 11, 2017 in an amount not to exceed $627,800. The scope of work included preparing Phase 1 marketing and outreach plans, conducting market research, customer notifications, including without limitation, the opt out notices, and preparing a Phase 2 communications strategy.

At the March 2018 meeting, the Board of Directors found that because 1) Circlepoint was selected through a robust competitive process by Alameda County, 2) Circlepoint has not exhausted the funding allocated to Alameda County Procurement Contract No. 14862, and 3) Circlepoint has not completed the scope of work therein, it is in the best interest of EBCE to enter into a Professional Services Agreement with Circlepoint commencing upon the termination of the Alameda County Procurement Contract No. 14862 on April 11, 2018.
On April 12, 2018, EBCE entered into a Professional Services Agreement with Circlepoint to cover the remaining budget originally allocated to Alameda County Procurement Contract No. 14862. The agreement amount was $295,000 with a term through June 30, 2019 and a scope of work to support the launch of Phase 1 and begin planning for Phase 2. Section 14.10 of the agreement allows for amendments made in writing and signed by each Party.

At this point EBCE staff requests that the Board approve an amendment to the agreement to expand the scope and budget for support of the Phase 2 launch.

- **Budget**: Increase budget by $530,510 to a total of $828,510
- **Scope**: Continue community outreach, marketing and customer notification services in support of Phase 2 program launch

**Fiscal Impact**

The costs in the amended agreement were included in the budget presented to and approved by the Board on June 20, 2018.

**Attachment**

A. Amendment to Agreement for Community Outreach, Marketing, and Customer Notification Services with Circlepoint
Amendment to Agreement with Circlepoint
for Community Outreach, Marketing, and Customer Notification Services

This Amendment to Agreement with Circlepoint for Community Outreach, Marketing, and Customer Notification Services ("Amendment") is made this 18th day of July, 2018, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California ("EBCE") and Circlepoint, a California Corporation ("Consultant"), for the purposes of revising the existing scope of work and associated funding.

Recitals

A. Consultant entered into an agreement with the County of Alameda on April 11, 2017. The agreement was to provide community outreach, marketing, and customer notification services through April 11, 2018 for a total not to exceed $627,800.
B. EBCE and Consultant entered into an agreement for community outreach, marketing, and customer notification services dated April 12, 2018, ("Agreement") wherein Consultant agreed to assist EBCE with the outreach and marketing associated with Phase 1 launch to commercial customers. This agreement covered the scope of work not yet completed under the Consultant agreement with the County of Alameda.
C. The total compensation for the scope of work was capped at $295,000 for work performed on such matters through June 20, 2019. The total compensation represented the amount of funds remaining unbilled in the agreement between the Consultant and the County of Alameda as of the termination of that agreement.
D. EBCE is in need of additional community outreach, marketing, and customer notification assistance to support the Phase 2 launch to residential customers, and Consultant has the expertise and manpower available to assist EBCE in this area.

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

1. The Section 6 “Compensation and Payment” of the Agreement will be amended to add Five Hundred Thirty-Three Thousand Five Hundred Ten Dollars ($533,510) to the fixed fee amount of Two Hundred Ninety-Five Thousand Dollars ($295,000) for a not-to-exceed amount of total compensation under the Agreement of Eight Hundred Twenty-Eight Five Hundred Ten Dollars ($828,510) to cover all costs.

2. Exhibit A “Scope of Work” will be amended in full as shown in Attachment A.

3. Exhibit B “Schedule” will be amended in full as shown in Attachment B.

4. Exhibit C “Consultant Staffing” will be amended in full as shown in Attachment C.
5. Exhibit D “Subconsultants” will be amended in full as shown in Attachment D.

6. Exhibit E "Compensation/Budget" will be amended in full as shown in Attachment E.

7. All other terms and conditions in the Agreement not otherwise modified by this Amendment will remain in full force and effect.

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

East Bay Community Energy Authority, A Joint Powers Authority

Circlepoint, A California Corporation

______________________________  ________________________________
Scott Haggerty                      Scott Steinwart,
Chair Board of Directors             President/CEO

7/9/18

______________________________  ________________________________
Audrey Zagazeta                      Date
Board Secretary

Approved as to form:

________________________________
Leah S. Goldberg, General Counsel
EXHIBIT A

SCOPE OF WORK
Consultant shall provide consulting services for EBCE, which involve marketing, communications, and outreach, as more fully described below.

Consultant is continuing the “Definition of Services” originally contracted with the Alameda County Community Development Agency under Procurement Contract No. 14862. The below scope of work represents the items remaining to be completed as of April 12, 2018 in support of Phase 1 launch and planning and execution for Phase 2 launch.

ONGOING PHASE 1 AND PHASE 2 SUPPORT

1. PROGRAM COLLATERAL
Consultant shall continue to maintain campaign materials for EBCE, which will include factsheets, program brochures, business toolkit, animated video, posters, flyers, banners, window clings, FAQs, PowerPoint templates and other promotional items as necessary to reflect accurate program information.

Deliverables:
Updates to existing collateral and additional collateral to support a successful Phase 1 launch, as needed, and Phase 2. Up to eight (8) newsletters to support launch of Phase 2. Video and photoshoot for residential outreach. Residential Public Service Announcement video.

a. Program Branding
Consultant will manage and expand the existing EBCE brand, as necessary.

Deliverables: Brand updates as needed, sub-product and program name for additional products as needed, sub-product and program logo for additional products as needed, and branding guidelines updates as needed.

b. Website
Consultant shall continue to enable the website to inform the public about EBCE, clean energy, and EBCE program benefits, and all while providing visitors with an engaging experience. Consultant shall maintain and update as necessary all web pages, create a progress tracker, and add a rate calculator.

c. Website Translations
Because the EBCE is home to a culturally diverse audience, Consultant shall continue to enable the EBCE website and EBCE messaging to provide in-language information for five (5) languages to residents and business owners. These languages are: English, Spanish, Mandarin, Hindi and Vietnamese.
Deliverables:
Website enhancements as needed to support accurate information for commercial and residential customers, progress tracker, and a rate calculator, as needed

2. PROGRAM OUTREACH SUPPORT
Consultant will work in collaboration with EBCE to support outreach to local businesses in Phase 1 and more general outreach for Phase 2.

a. In-Person Engagement
Consultant will continue to provide outreach support to EBCE staff by maintaining the tools and strategies required for successful community and stakeholder engagement during Phase 1 launch, as well as the lead up and launch of Phase 2. Consultant will work with EBCE staff to identify in-person engagement opportunities like tabling events, stakeholder presentations, and one-on-one meetings with key stakeholders, stakeholder groups, and the general public.

Deliverables: List of in-person engagement opportunities, branded giveaway items, booth/tabling event banners, outreach event calendar, staffing of events as needed, outreach plans for target communities. Production of promotional materials to give away at outreach events.

3. PRE-LAUNCH AND LAUNCH MARKETING CAMPAIGN
Consultant will continue to manage a comprehensive, multi-lingual, multicultural and countywide advertising campaign to raise public awareness of EBCE and its products and benefits. The campaign uses a combination of paid, free, organic, and earned opportunities to reach a large and diverse audience for Phase 1 and Phase 2 launches.

a. Social Media
Consultant shall maintain a Facebook page, Twitter account, YouTube channel, and LinkedIn page for EBCE. These channels will be used to share engaging content, advertise, spread the word, and dispel any myths about EBCE. Consultant will employ content marketing through social media in the form of engaging promotions and graphics in a varied mix of posts to keep audiences engaged. The content will continue to showcase program benefits and address any program concerns. Additionally, testimonials, news from partners, and other positive stories will establish EBCE as trusted resource on energy information. Consultant will coordinate with cities, the County, and other partners to cross-promote events, updates, and other information that will be of interest to EBCE audiences.

Deliverables: Monthly calendar of social media posts.

b. Digital Paid Media Marketing
Consultant will manage Facebook and Twitter advertising campaigns. Consultant shall continue to target audiences by geography, employer, interests, and demographic
information to reach those segmented audiences with messages that resonate most for Phase 1 and Phase 2 launch. Consultant shall use Facebook’s built-in tools to target owners of businesses within the EBCE jurisdiction for Phase 1 launch and local residents for Phase 2 launch. Consultant will test messaging and artwork with preliminary rounds of ads to enable optimization of EBCE’s approach continually, based on analysis of the resulting data.

**Deliverables:** Digital advertising media plan and placements. Reports on advertising reach and efficacy.

c. **Paid and Earned Print Media**
Consultant will manage paid print media in Alameda County newspapers. Consultant will also seek earned media opportunities, including planning media events, drafting press releases, op-eds, and news articles.

Consultant will create a special media page on EBCE.org with materials for the media to access, including factsheets, FAQs, graphics, high-quality photography, quotes, and broadcast quality video.

- **Deliverables:** Press kit and up to three press releases. Advertising plan, ad creative for various media channels (including print, radio, transit, digital, outdoor, social media, broadcast, PSAs, digital billboards), and media placement. Reports on advertising reach and efficacy.

d. **Phase 1 and Phase 2 Launch Events**
Consultant will manage logistics, notification, and media for a Phase 1 and Phase 2 Launch Events.

**Deliverables:** Event plan, Save the Date notification, Evite, event materials, media advisory, and press release.

4. **CUSTOMER NOTIFICATION**
Consultant will support the requirements of the Phase I and Phase 2 enrollment notification process, which includes sending four pieces of direct mail or customer enrollment notices to EBCE service area customers in the EBCE territory. Consultant will provide updates to content and design of customer notifications, as needed.

**Deliverables:** Coordination with printer on notice printing. Updated notice content and design, as needed.

5. **MEASURE RESULTS**
Consultant will create weekly campaign reports. The campaign reports allow for as-needed refinements during the campaign run and help to inform future campaigns. The Consultant will employ web-based project management software and/or other tools to monitor project progress in real-time.
These quantitative measurements will serve as the standards for the effectiveness of the Phase 1 and Phase 2 campaigns:

- Early adopters
- Social media followers
- Social media conversations, engagement and viral spread
- Website traffic, usage, and patterns
- Email sign-ups and engagement
- Advertising reach, impressions, and effectiveness

Consultant will engage in ongoing tracking and evaluation and create reports with both detailed and summary information. Consultant will track and report to EBCE regarding these indicators on a frequent and regular basis to allow for adjustments to strategies, tactics, and messages during the campaign.

6. ON-CALL AND AS-NEEDED TASKS
Consultant will provide the EBCE Board of Directors with updates and presentations throughout the course of the project, as requested by EBCE staff or requested directly by the Board. Consultant will also be available for regular team calls as needed. Consultant will provide detailed production schedules, lead both in-person and screen share presentations as appropriate, and use online project management software to track, and report on the progress of our deliverables.

**Deliverables:** Up to two (2) EBCE Board presentations. As-needed and/or regular team calls.

**PHASE 2 PLANNING AND REVIEW**

1. MARKET RESEARCH
The EBCE jurisdiction has a diverse population with a variety of cultural backgrounds, ages, education and income levels. In order to establish effective communications, it is essential that the Consultant define target audiences in order to develop key messaging and materials that resonate with each of them. This diverse population means EBCE customers will be influenced by a variety of motivations, ranging from economic impact to environmental sustainability. Consultant has established audiences for non-residential customers, and will work with a subcontractor on market research and customer segmentation to identify appropriate audiences and messaging for residential customers in planning for Phase 2 launch activities. Consultant will engage with a subcontractor on additional market research after the marketing and outreach campaign for Phase 2 has completed.

**Deliverables:** Pre-Phase 2 Market research and customer segmentation report. Phase 2 post-enrollment market research.

2. MARKETING, COMMUNICATIONS, AND OUTREACH PLAN
The Consultant shall develop a communications and outreach plan for residential customers that provides a roadmap for implementation of a Phase 2 launch. This residential communications and outreach plan will serve as a guide for all residential marketing, communications, and outreach efforts. The plan will detail the following:

- Goals and objectives
- Key issues and challenges
- Target audiences
- Messaging framework
- Communications channels
- Outreach strategies and tactics
- Outreach events
- Media plan
- Success measurements
- Project timeline

**Deliverables:** Final residential marketing, communications, and outreach plan
## EXHIBIT B

### SCHEDULE

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<th>Activity</th>
<th>Timeframe</th>
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<tr>
<td>Branding, Collateral, and Web</td>
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<td>Customer Outreach</td>
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<td>- Launch Event</td>
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<td>- Initial Market Research</td>
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<td>- Media Placement</td>
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<td>- Website Domain/Hosting</td>
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<td>- Merchandise/Printing</td>
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Consultant project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Rae Quigley          Project Director
Rochelle Germano    Project Director
Manny Sanchez       Project Manager
Sarah Seward        Creative Director
Amie Krager         Senior Graphic Designer
Adrienne Lam        Senior Web Designer
Scott Ledbetter     Web/Graphic Designer
Diana Sonne         Graphic Designer
Sabrina Morales     Senior Project Associate
Alex Sabo           Project Associate
Lisa Abboud         Project Lead
Mukta Kelkar        Project Coordinator

Consultant agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of the EBCE, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Consultant no longer be employed by Consultant during the term of this Agreement, Consultant shall make a good faith effort to present to the EBCE an individual with greater or equal qualifications as a replacement subject to the EBCE’s approval, which approval shall not be unreasonably withheld.
EXHIBIT D

SUBCONSULTANTS

- ScanArt
- InterEthnica (or similar consultant for market research)
- Multicultural Communications and Translation consultant (TBD)
## EXHIBIT E

### COMPENSATION/BUDGET

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|                                           | Labor Subtotal | $155,000 | $217,810 | $372,810 |
| Other Direct Costs Subtotal              | $140,000      | $315,700 | $455,700 |
| TOTAL                                   | $295,000      | $533,510 | $828,510 |