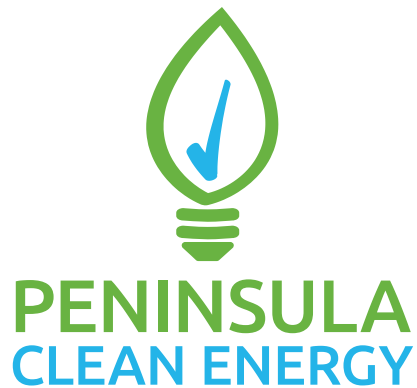


REQUEST FOR PROPOSALS



FOR SERVICES PROVIDING DATA
MANAGEMENT AND A CUSTOMER CALL
CENTER FOR PENINSULA CLEAN ENERGY

Release Date:
March 30, 2018

Responses must be Received
by 5:00 p.m. Pacific Daylight Time
on April 25, 2018

REQUEST FOR PROPOSALS
FOR
SERVICES PROVIDING DATA MANAGEMENT AND
A CUSTOMER CALL CENTER FOR PENINSULA
CLEAN ENERGY

Proposals must be submitted electronically to
www.peninsulacleanenergy.com/DataRFP

By 5:00 p.m. Pacific Daylight Time on April 25th, 2018

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

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

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

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a firm (Provider) to provide data management/customer services necessary for operation of a Community Choice Aggregation (CCA) program. The target start date is July 1, 2018.

B. BACKGROUND

Peninsula Clean Energy (PCE) is San Mateo County's official electricity provider. PCE is a public, locally controlled, community choice energy program, that provides all electric customers in San Mateo County the choice of having electricity supplied from clean, renewable sources at competitive rates. Peninsula Clean Energy Authority (PCEA), formed in 2016, is a joint powers authority made up of the County of San Mateo and all 20 cities in the county, and serves approximately 290,000 accounts.

The services requested in this RFP include: (1) managing PCE customer account data; (2) exchanging customer usage, billing and payment data with PG&E; (3) responding to PCE customer service calls; and (4) addressing PCE customer service issues.

C. THE REQUEST FOR PROPOSAL PROCESS

This RFP seeks proposals from qualified service providers to address the full scope of services enumerated in section B (above). By way of this RFP, the Peninsula Clean Energy intends to procure the aforementioned services in a manner that maximizes the quality of services while also maximizing value to PCE and, by extension, the customers of PCE. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to: the respondent's demonstrated competency and experience in delivering services of a similar scope as well as the type and local availability of the proposer's personnel and other requisite resources.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The requested services are described below.

- (a) Electronic Data Exchange Services:
 - i. Process CCA Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in CCA programs, customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - ii. Obtain all customer usage data from PG&E's Metered Data

- Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- iii. Maintain and communicate the amount to be billed by PG&E for services provided by PCEA (810 Electronic Data Interchange Files).
 - iv. Receive and maintain all data related to payment transactions toward CCA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
 - v. Process CCASRs with PG&E when customer status changes.
 - vi. Provider shall participate in the Customer Data Acquisition Program (CDA) beta testing for SmartMeter data sharing as PCE's Data Manager.

(b) Qualified Reporting Entity (QRE) Services:

- i. Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between PCEA and Data Management Provider, serve as QRE for certain locally situated, small-scale renewable generators or other distributed energy resources supplying electric energy to PCEA through a feed-in tariff (FIT) or other mechanism.
- ii. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on PCEA's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- iii. Provider shall receive applicable electric meter data from PG&E for PCEA distributed energy resource projects, consistent with PG&E's applicable meter servicing agreement, and shall provide such data to PCE for purposes of performance tracking and invoice creation.

(c) Customer Information System:

- i. Maintain an accurate database of all eligible accounts who are located in the PCEA service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as

- well as other information that may become necessary to effectively administer PCEA as mutually agreed to by parties from time to time.
- ii. Allow PCEA to have functional access to the online database to add customer interactions and other account notes.
 - iii. Allow PCEA to view customer email or written letter correspondence within online database.
 - iv. Maintain and provide as-needed historical usage data on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.
 - v. Until a cloud-based storage solutions for SmartMeter historical usage data is implemented, Provider will store SmartMeter historical usage data, as received by the MDMA, for a 48 hour window.
 - vi. Maintain viewing access, available to appropriate PCE staff, to view PG&E bills for PCEA customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all PCEA customers from the start of PCEA Service or a period of no less than five years.
 - vii. Maintain and communicate as needed record of customers who have been offered service with PCEA but have elected to opt out, either before or after starting service with PCE.
 - viii. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
 - ix. When requested by PCEA, place program charges on the relevant customer account, identified by Service Agreement ID (SAID).
 - x. Identify customers participating in various PCEA programs in database.
 - xi. Include various program payment information in all relevant reports.
 - xii. Perform quarterly PCEA program reviews to assess appropriate customer charge level.
 - xiii. Maintain all customer data according to PCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
 - xiv. Maintain a Data Management Provider Security Breach Policy.

(d) Customer Call Center:

- i. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
- ii. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
- iii. Staff a call center with dedicated agents serving only PCE between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding PCE and PG&E holidays.
- iv. Provide sufficient call center staffing to meet the requirements set forth herein, including designating PCE specific agents to the extent needed to provide for full functionality.

- v. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding PCE and PG&E holidays (“Regular Business Hours”).
- vi. Ensure that a minimum of 75% of all calls will be answered within 20 seconds during Non-Enrollment Periods.
- vii. 100% of voicemail messages answered within one (1) business day and provide report to PCE that substantiates this requirement has been met.
- viii. 100% of emails receive an immediate automated acknowledgement and provide report to PCE that substantiates this requirement has been met..
- ix. 95% of emails receive a customized response within one (1) business day and provide report to PCE that substantiates this requirement has been met..
- x. 100% of emails receive a customized response within three (3) business days and provide report to PCE that substantiates this requirement has been met.
- xi. Achieve a no greater than 5% abandon rate for all Non-Enrollment Period calls.
- xii. Provide callers with the estimated hold time, if applicable. Provide an automated ‘call back’ option for callers who will be put on hold for an estimated five minutes or longer.
- xiii. Record all inbound calls and make recordings available to PCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- xiv. Track call center contact quality with criteria including:
 - Use of appropriate greetings and other call center scripts
 - Courtesy and professionalism
 - Capturing key customer data
 - Providing customers with correct and relevant information
 - First-contact resolution
 - Accuracy in data entry and call coding
 - Grammar and spelling in text communication (email and chat)
- xv. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- xvi. Respond to customer emails.
- xvii. Receive calls from PCEA customers referred to Provider by PG&E and receive calls from PCEA customers choosing to contact Provider directly without referral from PG&E.
- xviii. Provide the call center number on PG&E invoice allowing PCEA customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.

- xix. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- xx. Respond to telephone inquiries from PCEA customers using a script developed and updated quarterly by PCEA. For questions not addressed within the script, refer inquiries either back to PG&E or to PCE.
- xxi. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.
- xxii. Coordinate with PCE to offer bi-annual cross training to PG&E call center.
- xxiii. Ensure monthly status reports are provided during the first week of each month.
- xxiv. Provide weekly status reports by 10 am each Monday for the period covering the previous weeks Call Center activity (Thursday through Wednesday)
- xxv. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
- xxvi. Provide translation services for inbound calls for the following languages: Spanish, Cantonese, Mandarin, Tagalog.
- xxvii. Create and maintain forms for the PCEA website so that customers may change their account status to enroll or opt out of various PCE programs.
- xxviii. PCEA meetings with call center management and representatives on a weekly basis (teleconference).

(e) Billing Administration:

- i. Maintain a table of rate schedules offered by PCEA to its customers.
- ii. Send certain PCEA program charges for non-PCE customers, when supported by PG&E, based on information provided to Provider by PCEA.
- iii. Send certain PCEA program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- iv. Apply PG&E account usage for all PCEA customers against applicable rate to allow for customer billing.
- v. Review application of PCEA rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
- vi. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.
- vii. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
- viii. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer.

- ix. Provide customer mailing list to PCEA designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- x. Send a PCEA provided letter to customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E.

(f) Reporting:

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Program Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

Provider shall also assist PCE, as needed, in compiling various customer sales and usage statistics that may be necessary to facilitate PCE’s completion of requisite external reporting activities. Such statistics will likely include annual retail sales statistics for PCE customers, including year-end customer counts and retail electricity sales (expressed in kilowatt hours) for each retail service option offered by PCE.

(g) Settlement Quality Meter Data:

- i. Provider shall provide PCEA or PCEA’s designated Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD) as required from SC’s by the California Independent System Operator

(CAISO).

- ii. Upon PCE's request, Provider shall submit the SQMD directly to the CAISO on behalf of PCEA or PCEA's designated SC.

B. Value Added Services

- (a) PCE is interested in a data management provider that can provide additional value over what has traditionally been offered to CCA's. For example, PCE would find value in a service that can utilize Advanced Meter Infrastructure (AMI) data, for help in load forecasting and the evaluation of demand side program impacts and or other customer offerings. This data would enable PCE to conduct analytics for pilot programs including automated demand response, energy storage, load shifting, and bidding demand response resources into the CAISO market. Specifically, PCE wants the ability to access customer data to the level that can see overall electricity usage and daily peak demand. In addition, PCE needs to be able to have the data analytics that can identify energy usage patterns among different classes of customers, different areas of PCE's service territory and other analysis that can help PCE design energy and demand management programs that target energy "hotspots" or substantial peaks that are coincident with PCE's peak demand.
 - i. Provider shall provide a description of how it can provide the individual and aggregated customer load data described above and if there would be an additional cost. This separate pricing (if applicable) could either be an add-on to the per-meter cost or provided on a lump sum basis.
 - ii. Provider should describe its ability to provide a user-friendly platform that can capture and analyze such data.
 - iii. Provider should describe any customer Relationship Management (CRM) tools that can support staff and consultant customer engagement and sales, as well as program participation and outcome tracking.

C. LENGTH OF AGREEMENT

The anticipated duration of the Agreement will be for two (2) years, with the term of agreement tentatively commencing in June 2018 and ending in July 2020.

An option to negotiate an extension to the Agreement will be considered in the second year of the contract based on provider performance.

D. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

Proposals shall specify pricing as a combination of fixed monthly fees and monthly per-account fees. Sufficient information should be provided in each response to facilitate PCE's evaluation and comparison of proposed service pricing.

SECTION III – GENERAL TERMS AND CONDITIONS

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

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

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

Questions and Responses Process. Submit all questions relating to this RFP to the designated questions field associated with this RFP at peninsulacleanenergy.com/DataRFP.

All questions must be received no later than 5:00 p.m. PST on April 10th, 2018. All questions and responses will be posted to peninsulacleanenergy.com/DataRFP.

If changes to the RFP are warranted, they will be posted to peninsulacleanenergy.com/DataRFP website. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

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

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

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

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

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

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

PCE Goals and Policies. PCE expects providers to adhere to its policies and procedures in meeting its strategic goals in serving San Mateo County residents and businesses. In particular providers should be familiar with PCE’s Sustainable Workforce Policy and Ethical Vendor Standards.

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

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

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

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

Miscellaneous. This RFP is not a commitment or contract of any kind. PCE reserves the right to pursue any and/or all ideas generated by this RFP. PCE reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of PCE. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, PCE assumes no liability for any unintentional errors or omissions in this document. PCE reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of PCE. Finally, PCE may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

SECTION IV – REQUEST FOR PROPOSALS PROCEDURE

This section describes the general RFP procedure used by PCE, and the remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE
Release Request for Proposals	March 30, 2018
Questions Submitted to Peninsula Clean Energy via peninsulacleanenergy.com/DataRFP	April 10, 2018, 5 pm
PCE Posts Responses to Questions	April 13, 2018, 5 pm
Proposal Deadline	April 25, 2018, 5 pm
Short Listing and Notification for Interviews ⁽¹⁾	April 30, 2018
Final Selection and Contract Negotiations Begin ⁽¹⁾	May 15, 2018
Contract Execution ⁽¹⁾	June 28, 2018

(1) Dates are subject to change

B. SUBMISSION OF PROPOSALS

Proposal: The RFP response will be submitted electronically to www.peninsulacleanenergy.com/DataRFP by 5:00 p.m. Pacific Daylight Time on April 25, 2018.

All responses must be received by the stated date and time in order to be considered for award. PCE will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures).

By submitting a proposal, each proposer certifies that its submission is not the result of

collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of PCE. PCE reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

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

C. CONFIDENTIALITY OF PROPOSALS

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

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

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

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

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, PCE may require a proposer's representative to answer specific questions orally and/or in writing. PCE may also require a visit to the proposer's offices, other field visits or observations by PCE representatives, or demonstrations as part of the

overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

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

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

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

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

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

E. PROPOSAL RECOMMENDATION

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

to finalize an agreement in relation to the proposer's response.

F. NOTICE TO PROPOSERS

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

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

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

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

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to PCE via www.peninsulacleanenergy.com/DataRFP per the instructions found on the peninsulacleanenergy.com/DataRFP website.

B. COVER LETTER

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

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

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

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

D. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

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

TAB 2 Philosophy and Service Model:

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

- 1) Describe how you will fulfill the needs of PCE described in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 3) Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow PCE to assess the services you will provide.
- 4) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for PCE.

TAB 3 Customer Service:

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

TAB 4 Cost Analysis and Budget for Primary Services:

- 1) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
- 2) Is travel time to PCE expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- 3) Include start-up costs if any.

TAB 5 Quality/Program Evaluation:

Each program may have specific quality/evaluation issues, below are some examples:

- 1) Describe the Quality Improvement plan. The plan should include a description of utilization review, co-occurring capability development, case documentation, peer review, and other issues pertaining to quality improvement mandates and policies.
- 2) Describe a contingency emergency plan.
- 3) Describe credentialing/licensing.

TAB 6 References:

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
 - 2) Provide at least three client references, if applicable and appropriate, for whom you have provided more than occasional services. Include names, titles, e-mail addresses and phone numbers for these individuals.

TAB 7 Statement of Compliance with PCE Contractual Requirements:

A sample of PCE's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of PCE's standard contract and all PCE policies which can be found at peninsulacleanenergy.com/learn-more/goals-and-policies.

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

The proposal must state any objections to any terms in PCE's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, PCE will assume the proposer is prepared to sign PCE standard contract template as-is.

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

SECTION VI – ENCLOSURES

Enclosure 1 Standard PCE Agreement template with

Contractor

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND [CONTRACTOR]

This Agreement is entered into this [day] day of [month], [year], by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA" and [Contractor], hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and

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

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

Services to be performed by Contractor

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

2. Payments

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

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [date], through [date].

4. Termination; Availability of Funds

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

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

5. Contract Materials

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

6. Relationship of Parties

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

7. **Hold Harmless**

a. **General Hold Harmless**

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

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

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

8. **Assignability and Subcontracting**

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

9. **Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

10. **Insurance**

a. **General Requirements**

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

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

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

c. **Liability Insurance**

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

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000
(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;

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

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement,

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Jan Pepper, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City CA 94061
Telephone: 415-309-9206
Email: jpepper@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

18. Electronic Signature

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

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

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

19. No Recourse Against PCEA's Member Agencies

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By:
Chair, Board of Directors, Peninsula Clean Energy Authority

Date:

ATTEST:

By:
Clerk of Said Board

[CONTRACTOR NAME]

Contractor's Signature

Date:

Exhibit A

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

Exhibit B

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