



**REQUEST FOR PROPOSALS BY
THE PENINSULA CLEAN ENERGY AUTHORITY FOR
NEW ELECTRIC VEHICLE PROMOTION PROGRAM**

ISSUED July 13, 2018

IMPORTANT: Providers must be Peninsula Clean Energy Customers to be considered for inclusion in the New Electric Vehicle Promotion Program.

REQUEST:

Peninsula Clean Energy (“PCE”) is seeking qualified dealerships (Provider) selling or leasing new battery electric vehicles (EVs) and plug-in hybrid electric vehicle (PHEVs) to partner with their respective auto manufacturer and submit proposals for a time-limited, discounted electric vehicle purchase program to significantly increase sales of electric vehicles in San Mateo County. PCE will support dealers with a direct dealer incentive of \$250 per vehicle, and through paid and earned media marketing funded by PCE as well as co-marketing with the selected Providers.

SECTION 1 – GOAL:

The goal of this program is to encourage the use of clean vehicles across San Mateo County through a partnership focused on a large-volume discount model and local marketing efforts. The program is part of PCE’s larger effort to facilitate the adoption of electric vehicles in San Mateo County, in order to reduce greenhouse gas emissions and reduce transportation costs.

PCE may select one or more Provider(s) to participate in the program. PCE plans to select no more than one Provider per original equipment manufacturer (OEM). Quality of the proposal, experience, proposed vehicles, and proposed discounts and pricing will all be factors in the selection process, as described in more detail below.

SECTION 2 – PCE PROGRAM AND PREVIOUS PROGRAMS

PCE is initiating a series of EV promotion programs in what is anticipated to be a significant series of investments over time. Current programs include an electric vehicle ride and drive event campaign (6 events aimed at delivering 1,000 test drives), an apartment complex technical assistance program for EV charging, a low-income incentive program (to launch later this year), and an innovative technologies program for multi-unit dwellings and curbside

charging (under development). In the coming months PCE aims to launch a major county-wide EV infrastructure initiative targeting the deployment of thousands of charge ports (public, workplace, fast charge) to meet state targets. This dealer promotion program is anticipated to repeat and grow as the portfolio of programs grow.

The PCE program is modeled on programs executed by Denver County (2015) and Sonoma Clean Power (2016, 2017, 2018). In these programs, Providers offered dealer and manufacturer discounts to purchasers and lessees that were in addition to any Federal and State incentives.

Sonoma Clean Power programs resulted in the sale/lease of 567 electric vehicles by the six participating Providers in 2017 and 206 electric vehicles by two participating Providers in 2016.

SECTION 3 – RFP DETAILS

3.1 Purpose of RFP

The purpose of this Request for Proposals (“RFP”) is to facilitate a large-volume dealer and manufacturer discount for purchases or leases of new EVs or PHEVs. The EVs and PHEVs will be purchased or leased by San Mateo County residents (Participants). Providers must offer discounts to all Participants throughout the duration of the program. PCE will dedicate significant marketing and outreach resources to encourage PCE customers to purchase or lease an EV or PHEV from participating Providers.

3.2 Schedule

The following dates are significant for this RFP:

- RFP Issued: July 13, 2018
- RFP Inquiry Questions Due: July 23, 2018
- Proposals Due: Aug 3, 2018 by 4:00pm PDT
- Select and notify selected proposal(s) Aug 7, 2018
- Finalize contracts with selected team(s): Sept 7, 2018

Please note that the anticipated program timeline is an approximation and PCE may adjust the length of the program as necessary.

Although PCE is using an RFP process to facilitate the implementation of this manufacturer/dealer discount for its customers, ***PCE will not be purchasing or leasing EVs.*** For this reason, this RFP is not subject to protest or appeal.

3.3 Provider Selection

PCE intends to select multiple Provider/manufacturer teams offering EVs and PHEVs for participation in the large-volume discount program. The evaluation criteria are listed in Section 6. Each selected Provider will be required to enter into an agreement with PCE (the “Contract”), under which the selected company agrees to participate in the discount program under the terms set forth in the Contract. PCE may decide, after reviewing the submitted proposals, not to enter into an agreement with any Provider.

Note that only one Provider per manufacturer will be selected for the county.

3.4 Minimum Requirements

3.4.1 Providers:

- **Provider must be a Peninsula Clean Energy customer to be considered for inclusion in the New Electric Vehicle Promotion Program:**
- Provider must be licensed, and in good standing, to do business in the State of California;
 - Must provide business license numbers;
- Provider must partner with manufacturer to provide a dealer and manufacturer discount for the duration of Program Period;
- Provider must abide by program rules;
- Provider must agree to the terms of the Contract.

3.4.2 Vehicles:

New EVs and PHEVs must meet the following minimum requirements, per the EPA Fuel Economy and Environment labeling rules:

- All EVs must have a range of at least 100 miles on a full battery charge.
- All PHEVs must have a battery-only range of at least 20 miles on a full charge.

“Range Extender” vehicles are considered PHEVs.

SECTION 4 – PROGRAM SCOPE

4.1 Overview

The purpose of the PCE New Electric Vehicle Promotion Program is to provide a dealer and manufacturer discount for EV and PHEV purchases or leases that is more favorable than other discounts and pricing otherwise available from Providers during the program period. The selected Providers will provide discounted pricing on specific makes and models of new EVs or PHEVs. The selected Providers will generate price quotes and offer financing services for both purchases and leases of EVs and PHEVs in accordance with the scope of work outlined below.

Individual PCE customers who wish to purchase or lease EVs under the discount program will sign a contract with the selected Providers for the purchase or lease. *PCE will not be a party to purchase contracts or related agreements (e.g., leases) and will have no responsibility or liability under any contract between Providers and EV purchasers.*

4.2 Program Period & Effective Date

The anticipated discount period will be 92 days. The anticipated start of the discount period is October 1, 2018 with an end date of December 31, 2018. PCE reserves the right to change these dates.

4.3 Anticipated Program Timeline

- Launch of Website: October 1, 2018

- Official Launch of PCE New Electric Vehicle Promotion Program: October 1, 2018
- Participant Enrollment and Education Period: October 1 – December 31, 2018
- Final Deadline to Participate in PCE New Electric Vehicle Promotion Program: December 31, 2018
- Program Completion and Assessment Period: December 31, 2018 – February 28, 2018

4.4 Program Process

PCE will provide a dealer incentive to selected Providers of \$250 per qualifying vehicle sold with the committed promotion to San Mateo County residents during the promotion period.

To receive the dealer incentive, Provider must verify Participants are San Mateo County residents, place a PCE provided license plate frame on the rear license plate (to be provided) and must submit via email the following documentation to PCE or its third-party contractor for approval:

1. Copy of sales/lease agreement
2. Copy of Provider vehicle invoice/due bill
3. Copy documentation showing that all promised incentives/credits/cash deals from Provider were applied to the purchase or lease price (for lease documentation which may not show breakout of incentives, a print out of the “CDK” system or a PCE form to be provided may be used)
4. Proof of Participant residency in San Mateo County such as California Driver’s License, Vehicle Registration, or other proof of residency accepted for state IDs¹
5. Participant signed PCE disclosure, survey, and optional photo release (to be provided)
6. Photo of Participant with their vehicle and license plate frame in clear view if photo disclosure is approved. If photo release authorization is not provided by the Participant then the dealer must submit a photo showing the vehicle and license frame without the Participant.

Once documentation is approved, PCE or its third-party consultant will reimburse the PCE Incentive to Providers via ACH transfer once a week.

4.5 Program Marketing & Education

4.5.1. – PCE:

Starting one week prior to the beginning of the discount period, PCE will at its sole discretion provide marketing support which may include:

- Execute paid media outreach;
- Provide ongoing content management for a website (landing page on PCE’s public website) customized for promoting the PCE New Electric Vehicle Promotion Program, including contact information for selected Providers;
- Maintain a social media presence relating to the program;
- Conduct outreach including press releases and other media;

¹ https://www.dmv.ca.gov/portal/dmv/detail/dl/residency_requirement

- Serve as an initial point of contact for inquiries about the PCE New Electric Vehicle Promotion Program.

4.5.2. –Provider:

During the discount program period, the selected Providers will:

- Attend up to 2 PCE-sponsored outreach events (no more than 4 hours each) as requested;
- Participate in media events and interviews as requested;
- Coordinate co-marketing activities for the PCE New Electric Vehicle Promotion Program with PCE, including obtaining prior PCE approval for all advertising that references the PCE New Electric Vehicle Promotion Program;
- Adhere to Brand Guidelines provided by PCE for the Program;
- Participate in weekly phone calls or email communications with PCE to provide status updates and pertinent information;
- Communicate regularly with PCE and its agents until all purchases are finalized;
- Participate in an exit interview and provide feedback on the Program, as requested.

Providers should indicate if they are willing to provide any additional marketing and outreach support, in addition to that provided by PCE, for the program, and describe the type and level of any such marketing and outreach additional support.

4.6 Participant Engagement

The participant engagement phase is concurrent with the discount program period. The selected Providers will communicate with participants directly to provide each with purchase information and a quote. Purchases can begin as early as the date of the official public launch of the PCE New Electric Vehicle Promotion Program and will continue until the end of the discount program.

Individual Program Quotes

The selected Providers will prepare an individual quote for each participant that is based on the Providers' promised discounts and takes into consideration individual participant preferences.

Individual Contracts

Upon receipt of their individualized quote, each participant who decides to purchase or lease an EV or PHEV must sign a contract with the Provider that reflects the pricing and other provisions applicable to the purchase, including all discounts promised by Provider. This contract is strictly between the Provider and the participant. PCE will not be a party to these contracts or be responsible for any financial or other obligations related to the individual contracts between participants and the selected Providers. Providers must provide PCE with information and documentation about the terms of these contracts on an ongoing basis.

Enrollment Period Communication

PCE and the selected Providers will coordinate regularly to track participant status throughout the enrollment and education period. PCE will field calls from participants about the program and answer questions or refer individuals to the selected Providers for more information, as appropriate.

SECTION 5 – PROPOSAL REQUIREMENTS

5.1 Proposal Submissions

Respondents must complete and submit Attachment A – Proposal Submission Form. The form contains the following:

- Introduction shall discuss the highlights, key features and distinguishing points of the Proposal, as well as any unique problems perceived by the Provider and proposed solutions;
- General description of Provider such as size, experience, and other relevant information showing that the firm has the ability to serve the needs of Participants in San Mateo County. Scoring preference will be given to firms who have demonstrated experience working in San Mateo County and can demonstrate sufficient inventory for the program;
- Proposed vehicle(s), including:
 - Make(s), model(s), trim(s), year(s),
 - Manufacturer’s Suggested Retail Price(s) (MSRP),
 - Proposed dealer incentive(s)/discount(s) in dollar figures for both leases and purchases,
 - Proposed manufacturer incentive(s)/discount(s) in dollar figures for both leases and purchases;
- Description of additional incentives or benefits Provider is willing to make available to the program or to participants in the program. Such incentives may include, but need not be limited to, any of the non-mandatory items listed in Section 5.1.1. Providers should also feel free to suggest any non-standard, innovative programs they would be willing to offer;
- Description of proposed advertising and community outreach activities the Provider will engage in to promote the program;
- The name of the person who will be the primary contact for PCE for program communications;
- Description of any battery warranty information available to vehicles purchased through the program.
- PCE’s Marketing Strategy survey, ranking most effective marketing channels from the Provider perspective.

Please note: the discount amount shall not include any state and federal tax credits for which the Participants may qualify, and the discount amount for leases shall be in addition to any tax credits available to the manufacturer or dealer that are credited to a purchaser as a part of the lease arrangement.

5.1.1 Additional Incentives from Providers (if any)

Proposers should specify any additional warranties, services, or programs that they are willing to extend to purchasers of vehicles under the group purchase program as additional incentives. These could include, but are not limited to:

- Providing a battery warranty or other types of extended warranties;
- Providing a roadside assistance program for purchasers, to allay “range anxiety” concerns;
- Providing recycling services for used batteries;
- Making non-EV vehicles available to purchasers (for free or at a reduced cost) for a limited number of times per year to allow for longer trips;
- Rebates or incentives to offset the cost of EV charging equipment for purchasers.

5.2 Qualifications and Expertise of Staff

All Providers must adhere to the minimum qualifications set forth in Section 3.4.1; any Provider not meeting minimum qualifications will not be considered.

SECTION 6 – SELECTION CRITERIA

PCE may evaluate proposals using the following criteria. Note that there is no value or ranking implied in the order of this list:

- Amount of discount proposed to be offered to prospective EV and PHEV purchasers;
- Demonstrated ability to provide Participants discounts and deliver EVs during the program period and perform the services described;
- Provider must be a customer of Peninsula Clean Energy;
- Experience and expertise in the San Mateo County EV market;
- Experience of designated sales representatives in selling/marketing EVs or PHEVs;
- Any additional incentives the Provider is willing to provide;
- Willingness to accept the PCE’s form of Contract without exceptions;
- Completeness and quality of proposal;
- The extent of any supplemental advertising and public outreach efforts Provider is willing to undertake in support of the program;
- Any other factors PCE deems relevant.

PCE reserves the right to interview any Respondent.

SECTION 7 – FORM OF CONTRACT

A sample of the Contract is included as Attachment B. Providers must be willing to provide the required insurance and accept the terms of this sample agreement.

Proposals submitted shall include a statement that (i) the Provider has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the Provider except as noted specifically in the statement. A Provider taking exception to any part of the sample agreement must also provide alternative

language for those provisions considered objectionable. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the Proposal.

Failure to address exceptions to the sample agreement in your statement will be construed as acceptance of all terms and conditions contained therein. *No negotiation over Contract provisions will be permitted unless the provisions were objected to when the Proposal was submitted.*

SECTION 8 – RESERVATION OF RIGHTS/CONFIDENTIALITY

The issuance of this RFP does not constitute an agreement by PCE that any contract will be entered into by PCE. PCE expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, submittal, or submittal procedure,
- Reject any or all submittals,
- Re-issue an RFP or change deadline dates,
- Prior to the submission deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the submittals.

All proposals, protests, and information submitted in response to this solicitation will become the property of PCE and will be considered public records. As such, they may be subject to public review.

Any contract arising from this RFP will be a public record.

Submission of any materials in response to this RFP constitutes:

- Consent to PCE's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
- Waiver of all claims against PCE and/or its officers, agents, or employees that PCE has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- Agreement to indemnify and hold harmless PCE for release of such information under the Public Records Act; and
- Acknowledgement that PCE will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

By submitting a proposal in response to this RFP, the Provider waives all rights to seek any legal remedies regarding any aspect of this RFP, PCE's selection of a Provider, and PCE's rejection of any and all submittals.

PCE also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of PCE.

All proposals received by the specified deadline will be reviewed by PCE for content, including but not limited to amount of discount offered, experience and qualifications of the Provider.

During the evaluation process PCE may request from any Provider additional information which PCE deems necessary to determine the Provider's ability to perform the required services. If such information is requested, the Provider shall be permitted three (3) working days to submit this information.

Final approval of any Proposal and Contract is subject to the approval of the program by the PCE Board of Directors.

Confidential Information

PCE is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.

If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, PCE will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

Failure to seek a court order protecting information from disclosure within ten days of PCE's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold PCE harmless for release of such information.

Requests to treat an entire proposal as confidential will be rejected and deemed agreement to PCE disclosure of the entire proposal and the proposer agrees to indemnify and hold PCE harmless for release of any information requested.

Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to PCE, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION 9 – SUBMISSION INFORMATION, QUESTIONS, AND DEADLINE

Questions:

Questions about the RFP must be submitted by email to programs@peninsulacleanenergy.com with the subject line: "Questions – PCE New EV Promotion Program" by 4:00pm PDT on July 23, 2018. Questions will not be accepted by phone. Responses to any questions will be made available to all parties who have notified PCE of an interest in responding to the RFP.

Proposal:

Providers must submit one (1) electronic copy of the Proposal Submission Form (Attachment A) by 4:00 p.m. PDT on Aug 3, 2018. Proposals must be e-mailed to programs@peninsulacleanenergy.com with the subject line: "PCE New EV Promotion Program." No paper copies will be accepted. PCE reserves the right to reject any Proposal received after this due date. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date.

Attachment A
Proposal Submission Form

Please complete and submit pages 1-6 of the Proposal Submission Form.

Do not submit this page.

[rest of the page intentionally blank]

PROPOSAL FOR PCE NEW ELECTRIC VEHICLE PROMOTION PROGRAM

[Dealer Logo]

Provider: _____

Primary Contact:

Name: _____

Phone Number: _____

Cell Phone Number (if different): _____

Email: _____

Submitted on: _____

Introduction:

Briefly discuss the highlights, key features and distinguishing points of your proposal.

General Description of the Provider:

Provider Size:

Number of employees:_____

Number of sales persons:_____

Other relevant Provider size information (if any):

Experience:

Other Relevant Information:

Additional Incentives or Benefits:

Please provide any additional incentives or benefits Provider is willing to make available to the program or to participants in the program (example: roadside assistance, free charging, battery recycling services, access to gas vehicles for long distance trips for free or reduced price, etc.).

Proposed Advertising and Community Outreach Activities:

Describe any proposed advertising and community outreach activities you will engage in to promote the program.

Name of the primary contact for marketing and communications: _____
Phone number: _____
Email: _____

Battery Warranty Information:

Describe any battery warranty information available to both new vehicles being proposed.

Marketing Strategy:

Peninsula Clean Energy will work with dealerships in a targeted marketing effort to make this program successful. As you are the experts in how to sell cars, we invite your early input into the development of our marketing strategy. PCE will further refine this strategy directly with the successful applicants.

1. Please **choose and rank the top five** most effective marketing channels from the list of possibilities below for PCE to invest in to help you sell your vehicles. Please **rank** your five choices from most effective (1) to least effective (5):

| | |
|--|--|
| | News posts in official City newsletters and websites |
| | News posts in local community newsletters, such as nonprofits and Chambers of Commerce |
| | PCE blog posts featuring testimonials of local community leaders who drive your cars, promoted on social media |
| | Twitter ads |
| | Facebooks ads |
| | Other social media ads (please specify): |
| | Google AdWords ads |
| | Google AdWords/You Tube video ads |
| | Radio ads (please specify languages): |
| | Print ads in local papers (please specify): |
| | Print ads other publications (please specify): |
| | Comcast video ads |
| | Direct mail, targeted (please specify audience target): |
| | Direct mail to all PCE residential and small business customers (approximately 280,000 addresses) |
| | Community outreach at local events (please specify): |
| | <i>Other marketing channels (please specify):</i> |

2. To which specific audience demographics do you recommend PCE target its marketing efforts to help you sell your vehicles?
3. Do you have any other recommendations to make PCE’s marketing campaign most effective in selling your vehicles? For example, what could PCE offer that would best add value to your existing marketing efforts?

Complete One Per Vehicle

Proposed Vehicle

Please fill in the following information for the proposed vehicle.

| | | | | | |
|--|--|--|--|--|--|
| Make: | | | | | |
| Model: | | | | | |
| Trim: | | | | | |
| Year: | | | | | |
| MSRP: | | | | | |
| Proposed Dealer Purchase Incentive or Discount | | | | | |
| Proposed Manufacturer Purchase Incentive or Discount | | | | | |
| Proposed Dealer Lease Incentive or Discount | | | | | |
| Proposed Manufacturer Lease Incentive or Discount | | | | | |

Please note: **The purchase incentive or discount amount shall not include any state and federal tax credits** for which the Participant may qualify, and **the lease incentive or discount amount shall be in addition to any tax credits available** to the manufacturer or dealer that are credited to a purchaser as a part of the lease arrangement.

Submission

Proposals must be submitted by 4:00 p.m. PDT on Aug 3, 2018. Proposals must be e-mailed to programs@peninsulacleanenergy.com with the subject line: "PCE New EV Promotion Program." No paper copies will be accepted.

PCE reserves the right to reject any Proposal received after this due date. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date.

Select one:

- I have reviewed the sample agreement included with the Request for Proposals and will agree to the terms contained therein if selected.
- I have reviewed the sample agreement included with the Request for Proposals and all terms and conditions are acceptable, except as noted specifically in the contract, attached.

I hereby agree that I have read the *Request for Proposals for New Electric Vehicle Promotion Program* issued on July 13, 2018, and agree the above information is valid and accurate. By submitting this form, I consent that it constitutes a formal proposal submission for consideration for the program. PCE expressly reserves the right at any time to waive or correct any defect or informality in any response, submittal, or submittal procedure; reject any or all submittals; re-issue an RFP or change deadline dates; and, prior to the submission deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the submittals. I agree that all submittals shall be deemed public records, which are ordinarily subject to disclosure upon request under the California Public Records Act. I agree that PCE shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in submitting this proposal. I agree that PCE reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of PCE. By submitting a proposal in response to this RFP, I hereby waive all rights to seek any legal remedies regarding any aspect of this RFP, PCE's selection of a Provider, and PCE's rejection of any and all submittals.

X: _____ **Date:** _____

(First & Last Name, Title)

(Provider)

Attachment B

**AGREEMENT BETWEEN
THE PENINSULA CLEAN ENERGY AUTHORITY
AND**

[PROVIDER NAME], DOING BUSINESS AS [PROVIDER SECONDARY NAME]

RELATING TO

THE NEW ELECTRIC VEHICLE PROMOTION PROGRAM

This agreement is made by and between the Peninsula Clean Energy Authority, a California joint powers authority ("PCEA"), and [PROVIDER NAME], doing business as [PROVIDER SECONDARY NAME], a [TYPE OF ENTITY] (hereinafter "Provider") with reference to the following facts:

- A. PCEA's New Electric Vehicle Promotion program has been developed to provide incentives and infrastructure to facilitate the adoption of electric vehicles for residents of San Mateo County, in order to reduce greenhouse gas emissions and reduce transportation costs;
- B. As part of the PCEA New Electric Vehicle Promotion Program, PCEA issued a Request for Proposals for electric vehicle manufacturers and dealers to participate in a time-limited, discounted electric vehicle group discount program (the "Program");
- C. Provider responded to the request, and was selected by PCEA as one of the Providers to participate in the Program. This agreement reflects the respective obligations of the parties with respect to the Program.

Therefore, in consideration of the foregoing and the mutual promises made below, PCEA and Provider hereby agree as follows:

1. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the date of execution through March 1, 2019.

2. Program Period

During the period between October 1, 2018 and December 31, 2018 (the "Program Period"), Provider shall make available to all customers the electric vehicle models listed on Exhibit A at the discount(s) as set forth on Exhibit A. For purchase

transactions, Provider shall not sell any electric vehicle listed on Exhibit A at a price greater than the manufacturer's suggested retail price for such vehicle (taking into account all add-on packages or equipment) less the amount of the discount listed on Exhibit A. For lease transactions, the monthly lease payment shall reflect a sales price no greater than that described in the preceding sentence less the amount of the discount listed on Exhibit A, and the term of the lease must be at least 30 months. Provider may grant additional discounts to customers if negotiated by the customer and Provider.

3. Payments

In consideration of the services provided by Provider in accordance with all terms, conditions, and specifications set forth in this Agreement, PCEA shall make payments to Provider of \$250 per vehicle for every sale or lease verified to comply with the terms defined in this agreement including:

- i. the discount provided and vehicle range,
- ii. buyer residency in San Mateo County,
- iii. placement of the PCEA provided license plate frame on the rear license of the vehicle,
- iv. that the transaction was during the Program Period,
- v. and that documentation was provided as specified under Item 6 below.

These payments shall not exceed \$50,000 in the contract term.

4. Vehicle Provided and Purchase Terms

- i. Provider makes the following representations and warranties with respect to all vehicles listed on Exhibit A:
 1. If the vehicle is an all-electric vehicle, that the minimum range of the vehicle on a maximum charge is 100 miles as defined by the EPA's Fuel Economy and Environment Label regulations is as designated on Exhibit A.
 2. If the vehicle is a plug-in hybrid, that the minimum all-electric range of the vehicle on a maximum charge is 20 miles as defined by the EPA's Fuel Economy and Environment Label regulations.
- ii. Provider shall provide to customers such other services relating to vehicles sold under the Program as are set forth in Exhibit B.

5. Purchase Terms Modifications by OEM

PCEA understands that OEM discounts may vary from month to month. Provider will be allowed to adjust the Manufacturer's discount as listed in Exhibit A to reflect this variation provided that (a) Provider submits notice of change to PCEA within 48 hours of change from OEM, (b) proof of the variation is provided directly to PCEA by the OEM, (c) Provider will implement both increases and decreases in the OEM discount and (d) upon PCEA's request, Provider will consider increasing the Provider's discount to account for any significant reduction in the OEM discount.

6. Documentation

To verify compliance with the requirements above, for each transaction during the Program Period involving the sale of an electric vehicle listed on Exhibit A, Provider shall provide PCEA with a copy of the following documentation to verify that the incentives described above were provided to the customer:

1. Copy of sales/lease agreement
2. Copy of Provider vehicle invoice/due bill
3. Copy documentation showing that all promised incentives/credits/cash deals from Provider were applied to the purchase or lease price (for legal documentation which may not show breakout of incentives, a printout from the "CDK" system or signed PCEA form to be provided may be used)
4. Proof of residency in San Mateo County such as California Driver's License, Vehicle Registration, or other proof of residency accepted for state IDs².
5. Participant signed PCEA disclosure, survey, and optional photo release (to be provided)
6. Photo of Participant with their vehicle and license plate frame in clear view if photo disclosure is approved. If photo release authorization is not provided by the Participant then the dealer must submit a photo showing the vehicle and license frame without the Participant.

7. Marketing

- i. Provider agrees to coordinate Program co-marketing activities with PCEA as specified in Exhibit B.
- ii. PCEA agrees to publicize the Program through its web site and through newspaper, radio, and television advertisement, at a level to be determined

² https://www.dmv.ca.gov/portal/dmv/detail/dl/residency_requirement

by PCEA. PCEA shall include the name of Provider on the portion of its web site dedicated to the Program.

- iii. Provider shall make no statements or representations to customers that PCEA endorses, guaranties, or warranties in any way the electric vehicles sold by Provider under the Program. Provider will indemnify, defend, and hold PCEA harmless from all claims, demands, or liabilities arising out of or relating to Provider's performance under this Agreement (including, but not limited to, claims that a vehicle sold under the Program is defective or substandard in any way), excepting, to the extent required by law, any claims, demands or liabilities caused solely (as between PCEA and Provider) by the fault or negligence of, or by the willful misconduct of, PCEA or PCEA's agents, employees, representative, officers, and servants (with the exception of Provider). The indemnification shall include reasonable legal fees. Legal counsel shall be selected by Provider, subject to the approval of PCEA. PCEA's approval of legal counsel shall not be unreasonably withheld. PCEA shall promptly notify Provider of any adverse claims and cooperate with Provider and its agents and attorneys in the investigation and management of such claims, including claims arising out of Provider's negligence.

8. Insurance

Provider shall maintain and shall require all of its subcontractors, Providers, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by PCEA:

i. General Requirements

Provider 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 Provider shall use diligence to obtain such insurance and to obtain such approval. Provider shall furnish PCEA with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Provider's coverage to include the contractual liability assumed by Provider 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.

ii. Workers' Compensation and Employer's Liability Insurance

Provider 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, Provider 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.

iii. Liability Insurance

Provider shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Provider 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 Provider's operations under this Agreement, whether such operations be by Provider, 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)

- iv. If Provider maintains higher limits than the specified minimum limits in paragraph (iii) above, PCEA requires and shall be entitled to coverage for the higher limits maintained by Provider.
- v. Any deductible or self-insured retention shall be shown on the Certificates of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by PCEA. Provider is responsible for any deductible or self-insured retention and shall fund it upon PCEA's written request, regardless of whether Provider has a claim against the insurance or is named as a party in any action involving PCEA.
- vi. PCEA shall be an additional insured for liability arising out of operations by, or on behalf of, the Provider in the performance of this Agreement.

- vii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- viii. The policy shall cover inter-insured suits between the additional insureds and Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- ix. The Automobile Liability Insurance with Minimum Limit of \$1,000,000 referenced in paragraph iii under this section shall be combined single limit per accident. Automobile Insurance shall apply to all owned autos.
- x. In the event of the breach of any provision of this Section 8 (Insurance), 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.
- xi. Insurers, other than the California State Compensation Insurance Fund, shall have an AM. Best's rating of at least A:VII.
- xii. The Certificate of Insurance must include the following reference: Peninsula Clean Energy Authority.
- xiii. All required Evidence of Insurance shall be submitted to PCEA within three (3) business days of the Effective Date. Provider agrees to maintain current Evidence of Insurance on file with PCEA for the entire term of this Agreement.
- xiv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Peninsula Clean Energy Authority, Attn: Programs Contract Administration, 2075 Woodside Road, Redwood City CA 94061.
- xv. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- xvi. Provider shall provide PCEA immediate written notice if:
 - 1. any of the required insurance policies are terminated;
 - 2. the limits of any of the required policies are reduced; or
 - 3. the deductible or self-insured retention is increased.
- xvii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

- xviii. Provider's indemnity and other obligations shall not be limited by these insurance requirements.

9. Assignability and Subcontracting

Provider 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 Provider 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.

10. Independent Contractor

In performing under this Agreement, Provider shall act as an independent contractor and shall control all aspects of the vehicle sales transactions contemplated hereunder. At no time shall Provider work as an agent or employee of PCEA or represent itself to be an agent, employee, or partner of PCEA.

11. Compliance With Laws

All services to be performed by Provider 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. When requested by PCE, Provider will deliver timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. 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.

13. Termination

Notwithstanding any other provision of this Agreement, at any time and without cause, PCEA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to Provider.

14. Non-Discrimination and Other Requirements

i. 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.

ii. Equal Employment Opportunity

Provider 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. Provider's equal employment policies shall be made available to PCEA upon request.

iii. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 Code of Federal Regulations (C.F.R.) 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Provider 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 Providers

and subcontractors to employ and advance in employment qualified individuals with disabilities.

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. 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: 650-260-0100

Email: jpepper@peninsulacleanenergy.com

In the case of Provider, to:

Name/Title:

Address:

Telephone:

Facsimile:

Email:

17. Electronic Signature

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

18. No Recourse Against PCEA's Member Agencies

Provider 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. Provider waives any recourse against PCEA's member agencies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

PCEA:

By: _____

Janis C. Pepper, CEO

Dated: _____

PROVIDER:

By: _____

[CONTACT PERSON]

Dated: _____

EXHIBIT A
LIST OF VEHICLES AND DISCOUNTS

| | <u>PURCHASE</u> | | | | <u>LEASE</u> | | |
|------------------------|-----------------|--|--|--|--------------|--|--|
| Model | | | | | | | |
| Trim/Detail | | | | | | | |
| All-Electric Range | | | | | | | |
| MSRP ¹ | | | | | | | |
| Dealer Discounts | | | | | | | |
| Manufacturer Discounts | | | | | | | |
| Total Discounts | | | | | | | |

¹Manufacturer Suggested Retail Price (MSRP) is inclusive of destination fees but **does not include** charges for tax, title, license, registration, and additional upgrades specifically agreed to by the customer.

EXHIBIT B
ADDITIONAL VEHICLE-RELATED SERVICES AND MARKETING SUPPORT

Additional Vehicle-Related Services:

[PROVIDER OFFERED SERVICES]

Marketing Support:

1. Attend up to 2 PCEA sponsored outreach events (no more than 4 hours each) as requested;
2. Participate in media events and interviews as requested;
3. Prominently display PCEA-provided marketing and advertising materials on the sales floor, as requested;
4. Adhere to Brand Guidelines provided by PCEA for the Program;
5. If requested by PCEA, or its agents, assist with development of collateral materials and/or presentations;
6. Coordinate all co-marketing activities for the Program with PCEA;
7. Obtain prior PCEA approval for all advertising and collateral materials that references the Program.