

**City and County of San Francisco
525 Golden Gate Avenue
San Francisco, California 94102**

**Third Amendment to the Agreement Between the City and County of San
Francisco and Calpine Energy Solutions, LLC
CS-247[R] Customer and Administrative Services
for Community Choice Aggregation Program**

THIS AMENDMENT (this “Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **Calpine Energy Solutions, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP and issued on May 29, 2015, and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4141-11/12 on **[insert date of Civil Service Commission action]**;

WHEREAS, City seeks to receive services from Contractor through ClickDimensions, LLC (as defined below) as an add-on to the customer relationship management platform that Contractor provides to City at no additional cost; and

WHEREAS, the City’s Public Utilities Commission approved this Agreement by 21-0092 on June 8, 2021; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by **[insert resolution number]** on **[insert date of Commission or Board action]**;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated **October 28, 2015** between Contractor and City, as amended through the Name Change, dated January 24, 2017 by the:

First amendment, dated **August 23, 2018,** and
Second amendment, dated **August 1, 2019.**



1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2 **Term of the Agreement** of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section I, the term of this Agreement shall be from November 1, 2015 to October 31, 2021. After October 31, 2021 the City will have the option ("the second option") to extend the contract for three years at the City's sole and absolute discretion. However, unless Contractor notifies City at least eighteen months prior to the expiration of contract that it does not wish to exercise the second option, the second option will then be exercised or declined at the City's sole and absolute discretion. In no event shall the agreement with its original period and first and second option periods exceed nine total years. In exercising its options, the City will endeavor to notify Calpine Energy Solutions, LLC in writing of the City's decision to exercise or decline the option within eighteen months of the end of the agreement period, with the City's option expiring should the City fail to exercise the option prior to six months before the end of the agreement period. In no event shall the deadlines provided for in this section supersede other rights or remedies given in other sections of this Agreement.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section I, the term of this Agreement shall be from November 1, 2015 to October 31, 2024.

2b. Section 5. Section 5 **Compensation** of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the San Francisco Public Utilities Commission, in his or her reasonable discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$18,769,225 (Eighteen Million Seven Hundred Sixty Nine Thousand, Two Hundred Twenty Five Dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments. Contractor shall have no obligation to perform Services in excess of the amount designated hereinabove, as such amount may be amended from time to time by mutual agreement between the Parties.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the San Francisco Public Utilities Commission, in his or her reasonable discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$32,645,425 (Thirty Two Million Six Hundred Forty Five Thousand Four Hundred Twenty Five Dollars) . The breakdown of costs associated with this Agreement appears in Appendix B, June 2021 Revision,, " attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments. Contractor shall have no obligation to perform Services in excess of the amount designated hereinabove, as such amount may be amended from time to time by mutual agreement between the Parties.

2c. Withholding. Section 10c is hereby added to "Taxes" to read as follows:

10.c. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld

under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2d. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2f. Appendix A. Appendix A is hereby replaced in its entirety by Appendix A, June 2021, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A, June 2021 Revision, which is a correct and updated version.

2g. Appendix B. Appendix B is hereby replaced in its entirety by Appendix B, June 2021 Revision, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B, June 2021 Revision, which is a correct and updated version.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Calpine Energy Solutions, LLC

Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

Approved as to Form:

City vendor number: **0000027863**

Dennis J. Herrera
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

By: _____

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

Appendix A (June 2021 Revision): Services to be provided by Contractor

Appendix B (June 2021 Revision): Calculation of Charges

Appendix A, June 2021 Revision
Services to be provided by Contractor

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's and its proposal dated **June 2015**. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and its implementing task orders shall control over the RFP and the Contractor's proposal.

1. Description of Services

The primary role of the Contractor will be to provide comprehensive customer care, account management, billing, and data services for CleanPowerSF, the City and County of San Francisco's Community Choice Aggregation Program, including: (1) management of CleanPowerSF customer accounts and billing; (2) exchange of customer usage, billing and payment data with PG&E; ; and (3) provision of customer relationship manager data systems, integrated voice response phone system, and other specified customer service support, as further detailed below. CleanPowerSF is operated through the City.

These following tasks provide general guidance to the Contractor as to the anticipated scope of work which the SFPUC reserves the right to modify or delete:

Task 1. Customer Enrollment

- 1.1. Administer pre-enrollment activities required to track customer enrollment and establish procedures for exchanging and processing of Community Choice Aggregation Service Requests (CCASRs) via PG&E's electronic data interchange (EDI) protocol at program start-up and during steady-state operations.
- 1.2. Coordinate with CleanPowerSF to administer the issuance of the statutorily required opt-out notices.
- 1.3. Process CCASRs to/from PG&E, including but not limited to enrollment in CleanPowerSF service and customer initiated returns to bundled utility service or customer initiated returns to direct access service.
- 1.4. Maintain and provide, as needed, a record of customers who have been offered service with CleanPowerSF but have elected to opt out, either before or after starting service with CleanPowerSF.

Task 2. Data and Billing Administration

- 2.1. Billing Administration Services

- 2.1.1. Obtain all customer usage data from PG&E's meter data management agent (MDMA) server to allow for timely billing (according to PG&E's requirements).
- 2.1.2. Maintain and timely communicate the amount to be billed by PG&E for services provided by CleanPowerSF, according to PG&E's applicable billing window.
- 2.1.3. Receive and maintain all data related to payment transactions toward CleanPowerSF's charges from PG&E after payment is received by PG&E customers.
- 2.1.4. Maintain all necessary electronic interfaces with PG&E, which provide for the communication by Internet and EDI between the Contractor and PG&E to confirm system compatibility related to CCASRs, billing collections, meter reading, and electricity usage data.
- 2.1.5. Maintain accessible archives of billing records for all CleanPowerSF customers from the start of CCA service or period of no less than five years.
- 2.1.6. Maintain a table of rate schedules provided by CleanPowerSF, including voluntary renewable energy tariffs.
- 2.1.7. Review CleanPowerSF rates to PG&E accounts to ensure that the proper rates are being applied to the accounts.
- 2.1.8. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.

2.2. Customer Information Systems:

- 2.2.1. Maintain an accurate customer database of all San Francisco electric customers eligible for CleanPowerSF's CCA service and identify each customer's enrollment status, 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 CleanPowerSF's CCA program. Information in this database will be based on the information provided by PG&E and/or the customer.
- 2.2.2. Allow and provide a means for CleanPowerSF to have functional access to the online database, to view customer email or written letter correspondence, to view information on customer phone calls, and to add customer interactions and other account notes.
- 2.2.3. Maintain and provide as-needed historical usage data (as provided by PG&E) on all customers going back from one year prior to the start of CCA service or 5 years, whichever is shorter.
- 2.2.4. Maintain viewing access, available to appropriate CleanPowerSF staff, to billing records/details of CleanPowerSF customers. The Contractor shall use

commercially reasonable efforts to include functionality that supports the intuitive parsing and labeling of files provided by PG&E.

- 2.2.5. Following implementation of CCA service, certain ad hoc functional enhancements and/or modifications to the customer information system may be requested by CleanPowerSF. Such enhancements and/or modifications shall be completed by the Contractor to the extent that such enhancements and/or modifications will not compromise essential functions of the customer information system. In the event that the anticipated time required for the Contractor to complete CleanPowerSF's requested enhancements and/or modifications exceeds 120 hours per quarter, the Contractor shall notify CleanPowerSF prior to proceeding.
- 2.2.6. Develop documentation/user guides for any new functionality added to customer information systems.

2.3. Customer Program Administration:

- 2.3.1. Maintain and communicate as needed records of net energy metering (NEM) credits and production statistics for participating CleanPowerSF customers to support on-bill data posting and periodic account settlement/true-up consistent with applicable provisions of CleanPowerSF's net energy metering program.
- 2.3.2. When requested by CleanPowerSF, place on-bill repayment charges on the relevant customer accounts.
- 2.3.3. Maintain records of customer participation in program offerings of CleanPowerSF in Contractor's Customer Information Systems and include this data in reports as requested.
- 2.3.4. Develop functionality for enrolling customers in CleanPowerSF programs in Contractor's Customer Relationship Management database and/or online portals as requested.
- 2.3.5. When requested by CleanPowerSF, place identified charges on customer accounts.
- 2.3.6. As requested, provide reports on CleanPowerSF program offerings, including information on customer enrollment and financial summaries.
- 2.3.7. Participate in coordinating discussions with CleanPowerSF and PG&E, as necessary, to encourage the effective administration of CleanPowerSF's net-energy metering program, or other programs, with regard to bill presentment, credit tracking and account settlement. Assist in troubleshooting and resolving, through process and/or system modifications, any issues that may result in CCA customer confusion and/or misinformation relates to CleanPowerSF's net-energy metering program.

2.4. Data Security:

- 2.4.1. Maintain all data according to CleanPowerSF's customer privacy policy and the requirements of the California Public Utilities Commission decisions including D.12-08-045, including a daily backup process.
 - 2.4.2. Maintain an agreed upon security breach policy.
 - 2.4.3. Every three years beginning in 2019, perform an independent audit of data privacy and security practices and supply a report of the audit's findings to CleanPowerSF by March 1.
- 2.5. Energy Data Management/Reporting:
- 2.5.1. The Contractor shall provide CleanPowerSF, or CleanPowerSF's Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD) as required from the California Independent System Operator (CAISO). Upon CleanPowerSF's request, the Contractor shall submit the SQMD directly to the CAISO on behalf of CleanPowerSF.
 - 2.5.2. CleanPowerSF agrees that the Contractor shall have no responsibility for any charges or penalties asserted by the CAISO associated with the SQMD under an indemnity or otherwise, unless the charges or penalties are resulting from late submission of the SQMD to CleanPowerSF, CleanPowerSF's SC or the CAISO directly. If such late submission charges or penalties are incurred, CleanPowerSF may deduct a sum representing the charges from any money due to Contractor.
 - 2.5.3. Contractor agrees to coordinate SQMD submissions with CleanPowerSF and to submit early Operational Meter Analysis and Reporting (OMAR) data to CleanPowerSF at least three business days in advance of required submission to CAISO for review and shadow settlement calculations.
 - 2.5.4. The contractor shall prepare the SQMD in accordance with prudent utility practice, however the Contractor hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete or free from error. Contractor agrees to share SQMD preparation and calculation methodology with CleanPowerSF in advance of service commencement.
 - 2.5.5. Serve as a Qualified Reporting Entity (QRE) for: 1) certain locally situated, small-scale renewable generators supplying electric energy to CleanPowerSF through a feed-in tariff; and/or 2) certain locally situated, small-scale renewable generators that may be owned and/or controlled by CleanPowerSF, supplying electric energy to CleanPowerSF through such arrangements, should this service be deemed necessary by CleanPowerSF. QRE services will be provided by Contractor consistent with terms and conditions agreed to by both Parties via QRE service agreement or agreements ("QRE Service Agreement"). Parties shall in good faith negotiate and execute QRE Service Agreement(s), as needed.
 - 2.5.6. Submit a monthly generation extract file to the Western Renewable Energy Generation Information System (WREGIS) on CleanPowerSF's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS interface control document for QREs.

- 2.5.7. For the purpose of collecting applicable generation and usage data for CleanPowerSF’s renewable energy projects and consistent with PG&E's applicable meter servicing arrangement, serve as designated "subcontractor" for certain renewable energy projects: the Contractor shall receive applicable electric meter data from PG&E and shall provide such data to CleanPowerSF for purposes of performance tracking and invoice creation.
- 2.5.8. Assist CleanPowerSF in completing requisite generation registration materials, as such materials may be required by WREGIS, the California Energy Commission, the California Public Utilities Commission and/or other entities to effect the successful crediting of renewable energy certificates, as appropriate, to CleanPowerSF's WREGIS account. These services shall be limited to assistance with the process and shall not involve providing regulatory or legal advice.

2.6. Reporting:

- 2.6.1. Ensure monthly status reports are provided during the first week of each month.
- 2.6.2. Ensure weekly status reports are provided during all enrollment periods.
- 2.6.3. The Contractor shall provide the following reports, frequency and delivery methods:

Report	Frequency	Delivery Method
4013 Data	Weekly	SFTP
Active Accounts Summary	Monthly	SFTP
Aging	Weekly, monthly	SFTP
Call Center Agent Summary	Weekly	Email
Call Center Agent Unavailable	Monthly	Email
Call Center Agent Timecard	Weekly	Email
Call Center Contact History	Weekly	Email
Call Center Statistics	Monthly	Email
Cash Receipts	Weekly, monthly	SFTP
Customer Data (for upload to Salesforce)	Weekly	SFTP
Customer Snapshot	Weekly, monthly	SFTP
Days to Invoice	Weekly, monthly	SFTP

Delinquent Accounts List	Monthly	SFTP
Delinquent Dropped Accounts	Monthly	SFTP
Invoice Summary Report	Weekly, monthly	SFTP
MDEF Details (Initial, Final)	Monthly	SFTP
MDEF Submission	Daily	SFTP
Move-In Accounts Mailing List	Weekly	SFTP
Opt out with Rate Class	Weekly, monthly	SFTP
Retroactive Returns ?	Monthly	Email
Sent to Collections	Monthly	SFTP
SuperGreen Upgrades	Weekly, monthly	SFTP
Taxes	Monthly	SFTP
Transaction Summary	Monthly	SFTP
Unbilled Usage	Monthly	SFTP
Uninvoiced Transaction Summary	Monthly	SFTP
YTD Usage by Rate Class	Monthly	SFTP

2.6.4. Contractor and CleanPowerSF shall mutually determine the format for each report.

2.7. Mailing Lists:

2.7.1. Provide customer mailing and emailing list to CleanPowerSF and/or its designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days

2.7.2. Provide a customer mailing list to CleanPowerSF and/or its designated printer for customers that meet the delinquency threshold set forth in the CleanPowerSF Delinquent Accounts, Bad Debt and Collections Policy. If no payment is received from the customer within the time frame set forth in the policy, issue a CCASR to return the customer to PG&E and levy the applicable fees.

2.7.3. Provide a customer mailing list to CleanPowerSF and/or its designated printer for customers eligible for Net Surplus Compensation consistent with applicable provisions of CleanPowerSF's net energy metering program.

2.7.4. Provide a customer mailing and emailing list to CleanPowerSF and/or its designated printer for annual mailings, including the Joint Rate Mailer and Product Content Labels for CleanPowerSF's product offerings.

2.8. Quality Assurance:

- 2.8.1. Contractor shall take reasonable care to ensure that its work products associated with carrying out the services in this Addendum are free of error including typographical, formatting, and other inconsistencies before delivering work products to CleanPowerSF.

Task 3. Customer Services:

- 3.1. Staff a call center during any statutory enrollment period twenty-four (24) hours a day, seven(7) days a week.
- 3.2. Staff a call center during non-enrollment periods between the hours of 7AM and 7 PM Pacific Time zone Monday through Friday, excluding any PG&E and/or City holidays.
- 3.3. Ensure that a sufficient number of data manager experts are available to seamlessly manage escalated calls between the hours of 8AM and 5PM Pacific Time zone Monday through Friday, excluding any PG&E, Contractor and/or City holidays.
- 3.4. Receive calls from CleanPowerSF customers referred to the Contractor by PG&E or the City's customer service personnel and receive calls from CleanPowerSF customers choosing to contact the Contractor without referral from PG&E.
- 3.5. Record all inbound calls and make available to CleanPowerSF staff upon request. Maintain an archive of such recorded calls for a minimum period of twenty-four (24) months.
- 3.6. During inbound calls, attempt to collect and/or confirm current email, mailing address and phone number of CleanPowerSF customers (and update the customer database accordingly).
- 3.7. Respond to telephone inquiries from CleanPowerSF customers using a script developed and updated quarterly by CleanPowerSF in cooperation with the Contractor. For questions not addressed within the script, the Contractor shall refer inquires back to PG&E or CleanPowerSF, as appropriate.
- 3.8. Ensure call center staff are trained on and have fluency in the appropriate call scripts by monitoring and reporting on call center recordings as described in Section 3.14.
- 3.9. Provide translation services for messaging and inbound calls. Translation services must be available for Spanish Tagalog, Russian, Chinese (Mandarin and Cantonese), Korean, and Vietnamese.
- 3.10. Respond to customer inquiries along the following guidelines for customer calls:
 - 3.10.1. A minimum of 80% of all calls will be answered within twenty(20) seconds.
 - 3.10.2. 100% of voicemail messages will be answered within one (1) business day.

- 3.11. Respond to customer inquiries along the following guidelines for customer emails:
 - 3.11.1. 100% of emails receive an immediate automated acknowledgement and provide report upon request to CleanPowerSF that substantiates this requirement has been met.
 - 3.11.2. 95% of emails receive a customized response within one (1) business day of receipt.
 - 3.11.3. 100% of emails receive a customized response within three (3) business days of receipt.
- 3.12. Respond to customer inquiries along the following guidelines for customer letters and faxes:
 - 3.12.1. 95% of written correspondence is responded to within five (5) business days of receipt.
 - 3.12.2. 100% of written correspondence is responded to within ten (10) business days of receipt.
- 3.13. Respond to customer inquiries along the following guidelines for customer complaints:
 - 3.13.1. Customer complaints on matters under the control of CleanPowerSF: Supplier will relay the complaint to CleanPowerSF staff within one (1) business day. CleanPowerSF staff will decide on a course of action to resolve the complaint and communicate it to the customer within three (3) business days. Supplier will communicate the complaint resolution to the customer within ten (10) working days.
 - 3.13.2. Customer complaints on matters under the control of PG&E: Supplier will refer the customer to PG&E.
 - 3.13.3. Maintain records of customer complaints broken down by customer class, number of complaints, type of complaint and method of resolution.
- 3.14. Track and report quarterly on call center contract quality with criteria, including:
 - 3.14.1. Use of appropriate greetings and call center scripts
 - 3.14.2. Courtesy and professionalism
 - 3.14.3. Capturing key customer data
 - 3.14.4. Providing customers with correct and relevant information
 - 3.14.5. First-contact or first-call resolution
 - 3.14.6. Accuracy in data entry and call coding
 - 3.14.7. Appropriate grammar and spelling in written communication (including email)

- 3.15. Provide a contact telephone number to PG&E for placement on the invoice to allow CleanPowerSF customers to contact the Call Center directly.
- 3.16. In coordination with CleanPowerSF, participate in a bi-annual cross training to PG&E call center management/supervisory staff.
- 3.17. Participate in coordinative meetings, at CleanPowerSF's request, to promote the resolution of any customer service issues. Such meetings may include CleanPowerSF's management/staff, the Contractor's management/staff, and/or PG&E's management/staff, as necessary, and may require on-site participation by the Contractor's management/staff.
- 3.18. Provide CleanPowerSF with access to records of customer communications for spot-check and audit purposes.
- 3.19. Maintain records of customer feedback.
- 3.20. Provide standard contact center software reporting at regular cadence and post-call survey results as indicated in section 2.6 of this agreement.
- 3.21. Provide access to a configurable Interactive Voice Response ("IVR") self-service system, according to parameters set by CleanPowerSF, and track how many customers start and complete self-service options without live-agent assistance. Update IVR process map and scripts as requested by CleanPowerSF.

2. Task Orders

Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The San Francisco Public Utilities Commission (SFPUC) Project Manager will initially identify tasks and request the Contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a Notice to Proceed will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. Any work performed without a Notice to Proceed will be at the Contractor 's own commercial risk The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

3. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

4. Reports

Contractor shall submit written reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

5. Department and Contractor Liaisons

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be Michael Hyams (the "SFPUC Project Manager"). SFPUC's liaison with Contractor will be Josh Brock (the "Calpine Project Manager").

6. Transition of Responsibilities

6. Transition-Out Plan. With a minimum of six months' notice by City to Contractor, Contractor shall prepare and deliver to the City, as set forth in this Agreement, a Disentanglement Plan, or Transition-Out Plan, for transitioning the provision of Services, or portion thereof, under this Contract to the City's alternate service provider in the event of: (i) the expiration or termination of the Term; or (ii) the City's election during the Term pursuant to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other services (analogous, similar, comparable or otherwise) from third parties, or to provide the same to itself.

6.1. In the event that CleanPowerSF elects to assume all or a portion of call center duties from Contractor, the per-meter-per-month fee shall be reduced as stipulated in Appendix B-1 Pricing Schedule.

6.2. Customer Services - Transition-Out Plan for Customer Care Services shall include:

- 6.2.1. Detailed training material for Customer Care activities as well as back office activities
- 6.2.2. IVR scripting
- 6.2.3. Access to Contractor Customer Information Systems/Billing system through web interface will be provided during transition period or as long as City elects to continue receiving this service

- 6.2.4. Detailed training program that includes both face-to-face and interactive web-based training (for set-up and ongoing within the 6 month transition period)
- 6.2.5. “Train the Trainer” Training including CCA program information as well as full system training which will include system navigation, order processing, task creation and completion, and account inquiry, creation and review
- 6.2.6. An experienced call center employee dedicated to CleanPowerSF to support City employees and take calls for a period of 30 days after cutover date.
- 6.2.7. Option to allow for complex data or energy market questions to be forwarded from CleanPowerSF supervisor to Contractor personnel during the transition as may be required. If support is needed past the transition period, contractor agrees to negotiate with CleanPowerSF on a mutually agreeable fee for this service.
- 6.2.8. Should the City elect to partially transition Customer Services such that a mix of City employees and Contractor employees are providing call center services:
 - 6.2.8.1. Contractor and City shall mutually develop and agree upon a Partial Transition Plan covering roles and responsibilities related to call center hours and staff coverage, supervising call center employees, recording inbound calls, providing an Interactive Voice Response (IVR) system, and responding to customer emails, faxes, and written correspondence.
 - 6.2.8.2. Contractor shall make commercially reasonable efforts to maintain the Service Level Agreements contained in Task 3, subsections 3.10, 3.11, and 3.12, as applicable according to the Partial Transition Plan.
- 6.2.9. It is noted that Customer Services was identified by the SFPUC and Contractor as the principal means for the Contractor to meet LBE requirement in 33.b.2. Should the City take over these services, the Contractor should in good faith seek to meet the LBE requirement, to the extent that Contractor’s scope of work allows for subcontracting while maintaining operational continuity and data security. Additionally, while the Contractor will make a good faith effort to identify other LBE opportunities, the SFPUC recognizes that additional LBE spending may not be feasible as a result of the SFPUC assuming responsibility for Customer Service staffing.
- 6.2.10. Should the City partially or completely take over customer services functions described in Task 3, Contractor shall only be responsible for the following subtasks contained in that section: 3.3, 3.5, 3.9, 3.11.1, 3.15 through 3.21.

6.3. Data Manager Services - Transition-Out Plan for Data Manager Services shall include:

- 6.3.1. Delivery of City Data. Contractor shall provide to the City all City data and documentation, in a format or formats acceptable by CleanPowerSF, and other information reasonably requested by the City in connection with the transition

that is sufficient to enable the City, or another reasonably competent service provider, to fully assume the provision of any terminated Services, except as Contractor is otherwise required to retain such data under this Contract or by law. Contractor shall destroy all copies of City data not turned over to the City.

6.3.2. The processes, systems, and people related to Data Manager Services within this agreement are unique to Contractor and therefore will not be included in the Transition-out Plan for Data Manager Services.

6.3.3. Contractor shall implement the Transition-Out Plan and perform all tasks in a timely manner, so that disruption or discontinuity in service from Contractor to the City or City's designee for the Transition-Out is minimized to the extent practicable. Contractor shall participate in meetings with the City and the City's alternate service provider as reasonably required by the City in planning for a transition and implementing the Transition-Out Plan.

7. Disentanglement Services. Subject to the performance by the City and any subsequent provider of services similar to the Services of all actions reasonably expected of each party in connection with the transition, Contractor shall cooperate fully with the City and third parties and shall take all actions reasonably requested by the City or necessary to accomplish, by no later than eighteen (18) months after: (i) the effective date of expiration or termination of the Term or (ii) the City's election during the Term to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other services (analogous, similar, comparable or otherwise) from third parties, or to provide the same to itself, a smooth, complete transition of responsibility for the Services being terminated from Contractor to the City, or to any replacement provider designated by the City (a "Disentanglement"), with, to the extent practical, no or minimal material interruption of or adverse impact on the City. In the event the City elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof. Contractor shall perform its Disentanglement obligations hereunder to the extent applicable to the Service or Services being terminated. Contractor's obligations hereunder regarding the collection and payment to the City of administrative fees shall continue throughout Disentanglement.
8. Charges. All Disentanglement Services performed by Contractor during the transition shall be performed by Contractor at no additional cost to the City. Unique services requested by the City will be priced as agreed upon by the parties using the hourly rate identified in Appendix B-1 (The City may take the Customer Care Services in-house at any time given the appropriate notice under the agreement).

Appendix B (June 2021 Revision)

Calculation of Charges

As part of Contractor's proposal dated June 2015, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Pricing Schedule, for the requested tasks required per the Description of Services to be provided by Contractor, Appendix A (June 2021 Revision), incorporated herein by reference.

As provided in the Pricing Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

1. Billing Rates

Contractor's unit fees and hourly direct labor billing rates as stated in Appendix B-1 (June 2021 Revision) will be the billing rates for the specified cost components. Direct labor billing rates may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Direct labor billing rates will be fixed for the first two(2) years of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the second anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$220 per hour, unless SFPUC Project Manager and SFPUC Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes

Key team members identified in Contractor's proposal will be the Lead Project Personnel assigned to the project. Any proposed changes to Contractor's Lead Project Personnel, including key personnel identified for the Community Benefits task, must be approved in writing by the SFPUC Project Manager. The SFPUC Project Manager must also approve the assignment of any staff assigned to provide services that will be billed at the hourly labor rate noted in Appendix B-1, prior to commencing any work on a task order. All personnel must meet all qualification requirements established by the Agreement.

3. Subcontractor make-up and documentation

Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division.

4. Invoice Requirements

The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these

systems; and 3) utilize these systems for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as detailed in the SOLIS training or otherwise prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

Appendix B-1 (June 2021 Revision)

Pricing Schedule

Customer Services Fee:

- \$0.20 per active meter per month
- This fee will be reduced by \$0.04 per meter per month per Tier 1 agent replaced to a max of \$0.16 in total per meter per month. Once all call center agents are transferred to CleanPowerSF the fee will be reduced by \$0.16 per meter per month.
- If all of call center is replaced including oversight, quality control program, training, and IVR, the reduction is \$0.20 per meter per month inclusive of the \$0.16 for the Tier 1 agent replacement fee reduction.

A-la-Carte Services:

- \$1.50/minute Call center over-flow and after hour services.
- ClickDimensions
 - The costs related to ClickDimensions services will be passed through to CleanPowerSF without markup, not to exceed \$150,000 over three-year term.
 - CleanPowerSF shall approve all costs prior to Contractor incurring those costs on behalf of CleanPowerSF.
 - Any customization requested by CleanPowerSF that requires Contractor's staff will be charged using a labor rate of \$150 per hour, and all other costs will be passed through without markup.

Administration Fee:

- \$0.95 per active meter per month

The Fees defined in Appendix B-1 include only the services and items expressly set forth in Appendix A. Unless otherwise agreed to by Parties in an Addendum, the cost of any additional deliverable provided by Contractor to CleanPowerSF shall be passed through directly to CleanPowerSF without mark-up using a labor rate of \$150.00 per hour.