

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

**First 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 the San Francisco Public Utilities Commission .

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, revise Appendix A of the contract, revise Appendix B of the contract, and revise Appendix B-1 of the contract; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4141-11/12** on **May 21, 2018**; and

WHEREAS, approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **18-0090** on **May 22, 2018**;

WHEREAS, approval for this Amendment was obtained from the San Francisco Board of Supervisors by Resolution Number **insert resolution number** on **insert resolution date**;

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 Certification of Name Change, dated January 24, 2017.

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 currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 1, 2015 to October 31, 2018. After October 31, 2018 the City will have the option ("the first option") to extend the contract for three years at the City's sole and absolute discretion. If the first option is exercised, the parties may agree to an additional three year contract extension ("the second option"). 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 Noble 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 1, 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.

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 \$5,600,000 (Five Million Six Hundred Thousand 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 \$19,630,000 (Nineteen Million Six Hundred Thirty Thousand 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.

2c. Appendix A, " Services to be Provided by Contractor" is hereby attached and incorporated as though full set forth herein, and replaces in its entirety the previous version of Appendix A.

2d. Appendix B, "Calculation of Charges" is hereby attached and incorporated as though full set forth herein, and replaces in its entirety the previous version of Appendix B.

2e. Appendix B-1, " Pricing Schedule" is hereby attached and incorporated as though full set forth herein, and replaces in its entirety the previous version of Appendix B-1.

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

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

Signature of Authorized Representative

Name of Authorized Representative

Approved as to Form:

Title

Dennis J. Herrera
City Attorney

City vendor number: 0000027863

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

- Appendix A: Services to be Provided by Contractor
- Appendix B: Appendix B Calculation of Charges
- Appendix B-1: Appendix B-1 Pricing Schedule

Appendix A

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, and the RFP. 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; (3) timely response to CleanPowerSF customer service calls; and (4) handling of CleanPowerSF customer service issues. 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 Contact Quality	Quarterly	SFTP
Call Center Statistics	Monthly	SFTP
Cash Receipts	Weekly, monthly	SFTP
Customer Data (for upload to Salesforce)	Weekly	SFTP
Customer Snapshot	Weekly	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	Email
Snapshot	Weekly	SFTP
SuperGreen Upgrades	Weekly, monthly	SFTP
Taxes	Monthly	SFTP
Transaction Summary	Monthly	Email
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 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.

2.8. Quality Assurance:

2.8.1. Contractor shall take commercially 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 24 hours a day, 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 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 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. Escalate calls as needed for customers requiring additional handling by Data Manager Experts.
- 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 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.
 - 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 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. It is anticipated the location for such training will be within California, generally located at the offices of CleanPowerSF or PG&E.
- 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. Track and report call center contact quality, via automated post-call surveys, on a monthly basis.
- 3.21. If Contractor is currently providing customer care services to other entities, it shall ensure sufficient staffing to respond to CleanPowerSF calls regardless of other commitments.
- 3.22. 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.

Task 4. Community Benefits Commitments

Following issuance of the Notice-to-Proceed (NTP) for the first task to be performed by Contractor under this Agreement, Contractor commits to providing the Community Benefits Commitments detailed below during the 3 year term of the Agreement. Contractor's commitments shall be funded independently by Contractor and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Project. In the event that the contract value is not fully expended or is otherwise amended, the parties hereby agree to meet and discuss the impact to the corresponding Community Benefit Commitments. The representations, warranties and other terms contained in this Community Benefit Commitments section have been designed by Contractor as the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

As stated in the Request for Proposals

"Although this Task 4 is a deliverable task, it is a zero-dollar task. Zero hours should be allotted in your Overhead and Profit Schedule (OPS) for this task. No hours or dollars should be allotted or included in Proposer's costs for this Project in order to perform or deliver your voluntarily proposed Community Benefits commitments. If the Proposer commits any funds to delivering the Community Benefits commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Proposer commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including not being dependent upon release of retention, etc."

Community Benefits Plan and Timeline

Contractor shall work with the SFPUC Assistant General Manager for External Affairs or designee to develop a Community Benefits Plan and Timeline within three months of issuance of NTP. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments described below. Contractor shall develop the Community Benefits Plan and Timeline so that all of the deliverables, including the dollars and hours associated with the Community Benefits Commitments described below, are aligned with and driven by SFPUC's priorities and broader Agency-wide community benefits strategy. Contractor's team will develop the Community Benefits Plan and Timeline with the necessary flexibility relating to timing,

expenditure of funds, partners, strategic delivery, scale, and performance of Community Benefits Commitments so that they are all aligned with, directed by, and driven by the SFPUC Assistant General Manager for External Affairs' community benefits strategy for the SFPUC and in order to best leverage our collective resources and positive community impacts. Once the initial Community Benefits Plan and Timeline are developed, SFPUC and Contractor shall meet at least once a year during the term of the Agreement to discuss the work plan and associated timelines, and make any adjustments or updates as necessary.

Community Benefits Commitments

Contractor shall develop a work plan, schedule, and timeline as one component of the Community Benefits Plan and Timeline that will be aligned with and driven by SFPUC's priorities to deliver, perform and produce the following Community Benefits Commitments:

Table 1 - Community Benefits Summary Table

Community Benefit Category	Community Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Total Contributions
Environmental Justice/Environment Programs, Education	Center for Climate Protection	ECO2school program, which lowers GHG emissions through youth education.	3 years	\$ 60,000.00	\$ 60,000.00
TOTAL				\$ 60,000.00	\$ 60,000.00

Contractor shall provide \$60,000 in direct financial contributions. Contractor commits to a minimum contribution of **\$60,000** over the life of this contract.

Contractor's community benefits work will be executed as a major task for the Project. As stated above, Contractor shall coordinate and develop the timing, schedule, partners, and size/scale of the delivery, performance and dollar expenditures related to all of Contractor's Community Benefits Commitments throughout the term of the Agreement with the necessary flexibility so that they are all aligned with and driven by the SFPUC in order to leverage and maximize our collective resources and positive community impacts.

Community Benefits Work Approach, Project Team/Organization, and Accountability

Contractor's Vice President Customer Care shall serve as the Executive in Charge to manage the Contractor's community benefits commitments and provide fiduciary oversight.

Contractor's Vice President Customer Care shall ensure that the community benefits commitments herein are delivered to the communities that they are intended to benefit in a transparent and accountable manner. Contractor's Vice President Customer Care shall coordinate the senior management of Contractor's subconsultants to ensure the entire team

participates in providing benefits to the San Francisco community. Contractor's Vice President Customer Care shall work with the Contractor's Community Benefits Coordinator (the "Calpine Project Manager," as identified in Appendix A, 5. Department and Contractor Liaisons) to organize, plan, track, measure, and report on Contractor's community benefits commitments.

Contractor's Community Benefits Coordinator shall submit a stand-alone annual report on progress in fulfilling Contractor's community benefits commitments, detailing factors such as the total number of dollars and hours contributed to each of the proposed tasks and organizations over the year. Contractor shall also provide independently verifiable documentation (such as certified payroll records, receipts, etc.) that the SFPUC can use to independently and easily **verify** that the dollars and volunteer hours contributed by Contractor as part of its Community Benefits Commitments were delivered to and actually reached the communities they were intended to benefit.

Contractor's Community Benefits Coordinator shall ensure that quarterly reports are prepared and submitted to SFPUC on the last business day of the month following the close of each quarter. The reports shall describe Contractor's community benefits efforts under the program both in the prior quarter and contract to date. Contractor's quarterly reports shall include the name and description of all projects commenced, underway, and completed; the dollar and hour values of all activities and elements of each project; the progress to date of each project; and the outcomes of projects that are underway. Contractor shall submit such documentation to substantiate that the Community Benefits Commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit within the three months immediately following delivery of such Community Benefits Commitments or dollars associated thereto.

Contractor's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, after the award of the Agreement and following issuance of NTP on the first task assigned to Contractor under this Agreement. Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot be used as part of Contractor's Community Benefits Commitments for this Project.

Contractor's Community Benefits Commitments Task 4 Proposal is incorporated herein. Contractor shall provide all of the Commitments, consistent with all of the terms of Contractor's attached Proposal (including Contractor's Work Approach, Project Team and Organization, and Accountability), which are not explicitly detailed in this Task 4. Where and if there are any conflicts or discrepancies between the language above in Task 4 of this Agreement and the attached Proposal, the terms of the language of Task 4 above shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

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 CPSF to support City of SF 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 CPSF 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 the LBE requirement in 33.b.2 is fulfilled through Customer Services. Should the City take over these services, this requirement is no longer applicable.

- 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 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, 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 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 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 Pricing Schedule

Customer Services Fee:

- \$0.20 per active meter per month
- This fee will be reduced by \$0.02 per meter per month per Tier 1 agent replaced to a max of \$0.16. If all of call center is replaced including oversight, quality control program, training, and IVR, the reduction is \$0.20 per meter per month.

A-la-Carte Services:

- \$1.50/minute Call center over-flow and after hour

services. Customer Enrollment, Billing, and Data and

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 the 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.