

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RICHARD HEATH & ASSOCIATES, INC.

[Consultant Administered Direct Installation Services for Outdoor Lighting Program
RFP No. 2137]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RICHARD HEATH & ASSOCIATES, INC, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Consultant Administered Direct Installation Services for Outdoor Lighting Program – RFP No. 2137 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years after the effective date with the option to extend for two (2) additional one-year terms not to exceed five (5) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities
City of Riverside
Attn: Ryan McManus
3900 Main Street
Riverside, CA 92522

To Consultant

Richard Heath & Associates, Inc.
Attn: Cynthia Bruno Rafferty
590 W Locust Ave #103
Fresno, CA 93650

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

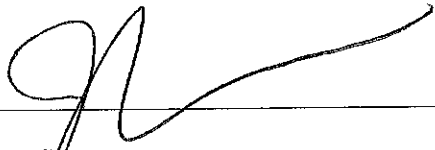
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

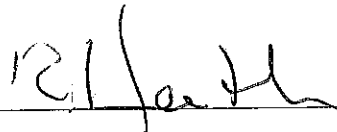
RICHARD HEATH & ASSOCIATES, INC.,
a California corporation

By: _____
City Manager

By:  _____
James O'Bannon
[Printed Name]
Chairman of the Board
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Richard Heath
[Printed Name]
Secretary
[Title]

By:  _____
for Chief Financial Officer

Approved as to Form:

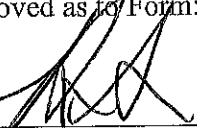
By:  _____
Ruthann Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A

Outdoor Lighting Program Scope of Services

Program Description

The Outdoor Lighting Program provides medium and large businesses with outdoor lighting energy audits and direct installation of energy efficient lighting measures. Consultant(s) will offer this program to some Flat and any Demand or TOU customer within the RPU service territory with outdoor lighting.

Contract Management

1. Development of Program Scopes and Budgets
 - a. Consultant(s) will work directly with RPU to develop program scope and budget that meets the unique goals and objectives of RPU. This process will include, but not be limited to completion of a Consultant provided program questionnaire to establish RPU's program goals and objectives, use of a budget analysis tool which allows RPU to customize their measure portfolio, target penetration rates and incentive levels. Consultant(s) will provide program and technical guidance to ensure RPU's program is designed to best meet the program goals and objectives.
2. Invoicing
 - a. Monthly invoices will be submitted to RPU for projects completed. Invoices will associate all project costs issued under the Agreement.
3. Budget Tracking
 - a. Project costs billed to RPU will be tracked on a monthly and program-to-date basis. Consultant(s) will maintain a budget tracker which compares the program-to-date expenses to the total budget for each RPU to ensure funds are not exceeded under this Agreement. The budget tracker will also include kWh savings for each invoice and a year to date total.
4. Program Management Database
 - a. Consultant(s) shall utilize a program management database that tracks program metrics including but not limited to:
 - i. Site evaluation date
 - ii. Site assessment
 - iii. Measures installed
 - iv. Notes regarding installation
 - b. Database must include RPU login access for RPU Program Manager
 - c. Database must have the capability to produce monthly reports that are compatible with ESP Portfolio
5. SubConsultant Management

- a. Consultant(s) will be responsible for the quality of work of all subConsultants utilized under this Agreement.

Program Delivery

1. Program Development

- a. The purpose of this task is to prepare for program launch. This may include updating program materials and determining other RPU collateral to be left with customers, creating program templates (such as a RPU's letter introducing the program), pre-ordering materials, recruitment and training of installation subConsultants, and program training for RPU's staff.

2. Customer Recruitment

- a. The purpose of this task is to market the program to potential customers in RPU's service territory. The goal of this task is to enlist customers and schedule their retrofit installations.
- b. The Consultant(s) customer recruitment strategy should be multi-faceted and may include:
 - i. An introduction letter sent by Consultant(s) on behalf of RPU
 - ii. A postcard campaign to further alert prospects
 - iii. Site visits from program auditors following leads generated by direct mail or the website

3. Lighting Site Evaluation Report

- a. Customers who express interest in the program will receive a site audit by a program auditor. The auditor will inspect existing equipment at their facility for energy upgrade opportunities.
- b. The program auditor will record their findings and prepare a scope of work for the customer. The scope of work will detail all recommended energy efficient measures, the energy and monetary savings estimates, the incentives available and the customer co-pay, if any. The auditor will submit the signed proposal and documentation to program administrator. Auditors will follow up with customers who require extra time to decide, have additional questions or must meet requirements specific to their business (e.g. corporate approval).

4. Project Logistics

- a. Once a customer signs the required participation paperwork, program administration will take responsibility for coordinating successful project delivery. This includes purchasing required material for the project, as well as reserving funds in RPU's budget to avoid oversubscription of funds issued in the Agreement.

5. Retrofit Installations

- a. An appointment for the project installation work will be scheduled with the customer. Installers will arrive at the scheduled time, greet the customer or their employee, and identify themselves as a representative of RPU.

- b. Upon completion of the installations, the installer will provide the customer with an explanation of all work that was performed. When the work meets the customer's approval, they will be asked to sign a Project Completion Form. If the job cannot be completed on that day, the installer will let the customer know when they will return to complete the job. In the event a customer is not satisfied with the installation and chooses not to sign the completion form, the installer will first work to rectify the customer's concerns. If immediate resolution is not possible, the installer will seek guidance from Consultant(s) Program Administration. If a resolution still cannot be achieved, Consultant(s) Program Administration will determine the best course of action by consulting with RPU.

6. Quality Assurance / Quality Control

- a. All materials installed under this Agreement shall be new and sourced from the best-known suppliers. Consultant(s) will provide data sheets for all products installed upon request.
- b. Quality Control (QC) site visits will be required by Consultant(s) Program Administration to provide RPU with a high level of confidence and assurance in the accuracy of reported measures, savings and customer satisfaction. The QC site visits, shall include the verification of the following:
 - i. All measures reported and invoiced by the installer are to be accounted for in the building and measures must be installed and working properly.
 - ii. In the event that a discrepancy or improper installation is identified, Consultant(s) will follow up with the installing Consultant and ensure the work is rectified.
 - iii. Consultant(s) will interview the customer and reinforce to the customer that RPU is providing the direct installation program to help manage their energy costs. It is paramount that the customer's participation and experience in the program was a positive one.
 - iv. If the customer indicates dissatisfaction with any aspect of the program, Consultant(s) will report it to the installing Consultant and ensure that any issues are addressed to the customer's satisfaction.

Program Metrics

The measures installed, date of installation, and estimated energy savings and demand reduction shall be tracked on an ongoing basis during the course of the Agreement. Monthly reports will be prepared for RPU and will detail the activity from the month and for the total program-to-date in their service territory. A separate report will be prepared for RPU's fiscal year which will include all the data required to report the retrofit projects and savings in the ESP Portfolio reporting tool.

Example of Outdoor Lighting Program Measures and Pricing Format for Submission:



B.1. UNDERSTANDING OF SERVICES

For more than 18 years, RHA has provided direct installation services for multiple municipal and investor-owned utilities including implementing RPU's Outdoor Lighting Program from 2018 – 2020 and other RPU commercial programs from 2010 – 2019. Additionally, the years of experience obtained with Riverside Public Utilities provide RHA with a unique insight into the city's customer base and socio-economics. As a result, RHA knows RPU's commitment to its customers, community and the environment and has first-hand program experience to support RPU and its goals. We are adept at providing outdoor lighting energy audits and direct installation of energy-efficient lighting measures and know how to reach and serve the program's target customers:

- Small, medium, and large businesses with outdoor lighting energy audits and direct installation of energy efficient lighting measures for customers with a substantial outdoor lighting load
- Some flat and any demand or Time of Use (TOU) customers within RPU service territory
 - We understand the importance of exterior lighting load reduction to help curve critical demand hours

We understand the requested scope of work includes:

- Program development
- Customer recruitment
- Lighting site evaluation reports
- Project logistics
- Retrofit installations
- Quality assurance/quality control
- Program metrics/reporting

Additionally, RHA meets all required prerequisites. RHA:

- Has at least five years of experience, within the past five years under a legally registered business name, in providing services of a similar type and scope
 - RHA has over 18 years of experience providing outdoor lighting audits and installation for small, medium, and large commercial customers. We have provided these services to more than 10,000 municipal and investor-owned utility commercial customers over the past five years
- Has not filed for bankruptcy under any business name over the past five years
- Has registered as a "Prospective Bidder" on the City's electronic "Current Prospective Bidders List" on the PlanetBids vendor portal
- Has downloaded the RFP by clicking "Place eBid" in order to appear on bidder's list as a "Prospective Bidder"
- Holds appropriate licenses for our discipline and services to be performed, including:
 - California Contractors State License Board B, C-10, C-20, and C-36
 - California Advanced Lighting Controls Training Program Certified Installer Contractor
- Is registered with the Department of Industrial Relations (DIR)



EXPERIENCE AND QUALIFICATIONS

RPU's requested services directly align with RHA's experience and qualifications. RHA has successfully implemented commercial programs for over 15 municipal utilities. Our experience working on the front line for so many programs makes us keenly aware of the unique needs and challenges business owners, employees, and municipal utilities face. RHA works diligently to develop and refine the key capabilities necessary to serve this audience and brings the following strengths and attributes to the scope of work:

- **Local Knowledge:** RHA has worked with the RPU Outdoor Lighting Program, Small Business Direct Installation Program (SBDI) and a special smart thermostat initiative. We know the Riverside neighborhoods and where pockets of opportunity lie. Our diverse staff is culturally competent and multi-lingual, facilitating the delivery of services to RPU's diverse customer base.
- **Skilled Outreach and Engagement Team:** Business owners are busy, and energy efficiency may not be their top priority. RHA's outreach team is skilled at engaging customers in discussing how efficiency improvements will help them meet their key business goals and reduce expenses.
- **Experience Making Efficiency Decisions Easy:** Business owners' and employee's time is limited; they don't have extra time to spend filling out paperwork and learned about the nuances of the program. Our skilled team will assess customers' unique situation and present options that resonate and provide maximum savings. RHA will help them navigate through and provide them with the best program experience possible. For customers moving forward with efficiency improvements, RHA will assist with all necessary paperwork and present it to the client for approval, respecting the customer's time and making the process easy.
- **Inventory Management:** RHA's local warehouse and inventory management expertise translates into higher availability of measure inventory, resulting in quicker customer installation and warranty repair timeframes, higher overall satisfaction, and lower cancellation rates. RHA keeps a local inventory of \$600,000 to \$800,000 at any given time. In addition, our installation technicians are provided with a Home Depot business account credit card to purchase parts on an as-needed basis should additional unforeseen materials and parts be required for a project.
- **Skilled Installation Teams:** RHA's installation teams recognize that business owners and employees need installation services delivered quickly and with minimal disruptions to their customers, employees, and operations. RHA's installers are highly and continuously trained for safety, challenging installation situations, professional customer service and have experience with commercial customers and installations.
- **Focus on Customer Experience:** RHA strives to deliver an exceptional customer experience. We deliver program services at the customer's convenience and ensure customers are satisfied with our work before we leave the premises. If there are any customer issues, we take immediate action to resolve them. As a testament to the positive customer experiences we deliver, RHA has included customer appreciation letters in Appendix 1.



We also minimize both risk and administrative burden to RPU by offering:

- **Minimal Start-up Time:** As a former implementer of RPU’s Outdoor Lighting Program and current implementer of other municipal utility energy efficiency programs in the Los Angeles area, RHA has the people, tools, processes and relationships in place to quickly ramp up program operations and seamlessly continue service to customers with a minimal transition period and no pause in program delivery.
- **Cost-effective Program Implementation Practices:** RHA continuously assesses and monitors program operations to maximize program benefits while keeping costs to a minimum. As good stewards of public funds, RHA is committed to ensuring RPU’s program dollars achieve the greatest impact possible.
- **Commitment to Meeting Goals:** RHA has a history of meeting or exceeding goals, including budget, volume, and savings goals. RHA delivers superior customer service and has delivered energy efficiency programs on time and on budget for many years.
- **Client Partnership:** Because we understand our clients’ challenges and the industry’s demands, RHA is always prepared to adapt. This enables us to focus on achieving our client’s overarching goals and make reasonable scope changes without necessitating a change to the budget or contract. When we submit a proposal, we sign up for a partnership focused on getting the job done.

B.2. APPROACH AND METHODOLOGY

RHA’s approach to delivering the services requested by RPU is centered around delivering an exceptional customer experience.

Our Goal Our goal is to deliver a streamlined, consistent, and positive customer journey that makes it easy for busy commercial customers to receive outdoor lighting audits and installation.

RHA’s approach is customer-centric because:

- We will guide and help the customer through all phases of project identification, initiation, and completion.
- We will be available to work directly with the customer to assist with project planning, scope development and answer customer questions throughout the entire journey.
- We will ensure a smooth and seamless customer experience by monitoring progress and helping the customer navigate through the process, addressing barriers and ensuring customers make it through the journey effortlessly.



- We will provide post-installation support should any issues arise, such as installation or warranty issues.
- We will ensure that we update RPU each step of the way regarding the status of every customer.
- RHA has developed a database specific for RPU which will help track installations, savings, projects schedule, installation technicians and energy assessors providing services. Access to the database and information will be always available to RPU's personnel.

RHA is also committed to delivering a positive experience for RPU as our client. RHA's goal is to serve as a resource and asset that requires minimal management and oversight from RPU. More importantly, we will do our best to be a nexus that strengthens the connection between RPU and the community.

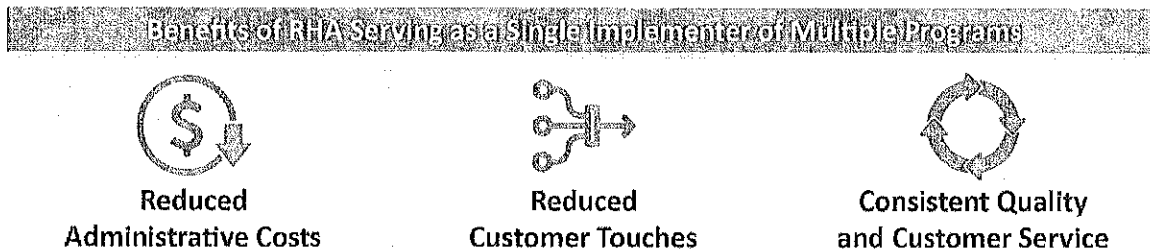
SINGLE IMPLEMENTOR APPROACH

It is also important to note that RHA is submitting proposals for two open opportunities with RPU:

- RFP No. 2137 Consultant Administered Direct Installation Services for Outdoor Lighting Program
- RFP No. 2139 Consultant Administered Direct Installation Services for Small Business

Figure 1 below highlights the key benefits of RHA serving as an implementer of multiple programs.

Figure 1.



With RHA serving as a single implementer, we can deliver cross-program services that are more:

- **Cost-Effective:** RHA will leverage the same management structure, personnel and administrative infrastructure if awarded more than one program. This structure will aid RPU in reducing administrative costs. We will scale up or down as needed.

For the sake of this proposal, RHA has provided pricing based on the Outdoor Lighting Scope of Work (SOW) only. If awarded multiple programs, RHA will work with RPU to negotiate a reduction in overall administrative costs.

- **Streamlined:** When applicable, RHA will screen customers for potential eligibility in other programs. Additionally, should a customer participate in two programs (for example, the Small Business Program and the Outdoor Lighting Program), RHA will combine site evaluation and installation visits to minimize customer touches and impacts.

- **Consistent:** RHA will deliver consistent customer experiences across programs, ensuring that no matter the customer type or service, all customers receive the same quality of services and exceptional customer service.



Methodology Contract Management

Development of Program Scopes and Budgets

RHA will work with RPU to further develop and customize program scopes and budgets that meet RPU's unique goals and objectives. This process will include:

- Holding a kick-off and initial meetings with RPU to review a program questionnaire to establish program goals and objectives in detail
- Using budget analysis tool to enable RPU to customize a measure portfolio, target penetration rates and incentive levels
- Creating an agreed-upon timeline for delivering services each fiscal year
- Providing program and technical guidance to ensure RPU's program best meets program goals and objectives

RHA previously provided outdoor lighting audits and installation for RPU and currently administers multiple commercial direct installation programs for other municipal utilities. Therefore, RHA has existing program plans, documentation, and a customized database that we can leverage to build new program plans and goals. We will review existing documents and program designs, identify potential areas for customization and improvement for RPU, and work with RPU to finalize program plans.

RHA will also continuously evaluate program measures and operations to ensure continuous process improvement and update RPU with new technologies and measures that could benefit the program.

Invoicing

RHA understands the importance of accurate and timely invoicing and billing. We will use our existing internal database (discussed further in Item 4 of this proposal section) to track all invoiceable jobs and will review the database regularly to ensure jobs include required documentation and accurate data.

RHA will submit monthly invoices to RPU for projects completed. We will ensure invoices associate all project costs issued under the Agreement. We will work with RPU to customize and make updates to our invoicing format and process as required.

For RPU's convenience, RHA will store all invoices in our database. They will always be accessible to RPU in PDF format and Microsoft Excel format.



Budget Tracking

RHA will maintain a budget tracker using our internal database to track program-to-date expenses against total budget. This will aid RHA and RPU in not exceeding fund limits. The budget tracker will include kWh savings for each invoice and a year-to-date total.

RHA will track and report monthly and program-to-date project costs to RPU. Figure 2 below is a snapshot of some budget tracker dashboards we currently use for other municipal utility programs. We have included a full version of this tool in Appendix 2. RHA used a similar tool when we previously administered RPU's Outdoor Lighting Program and Small Business Program and will work with RPU to alter our existing tool, as needed, to ensure it meets RPU needs. RPU will be able to access near real-time data (~one day behind) in the tracking tool and will also be able to pull ad hoc reports at its convenience.

Figure 2.

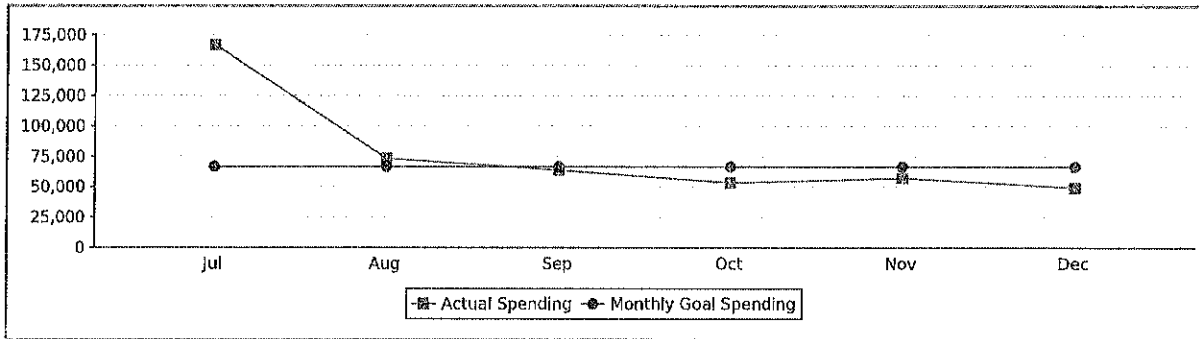


Figure 3.

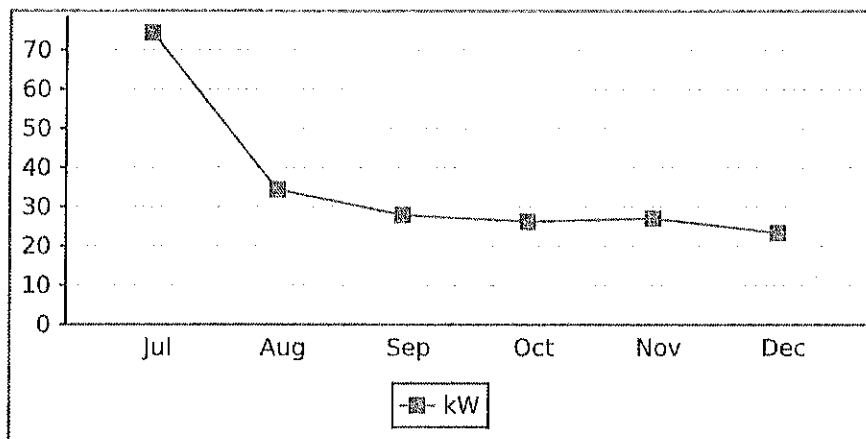
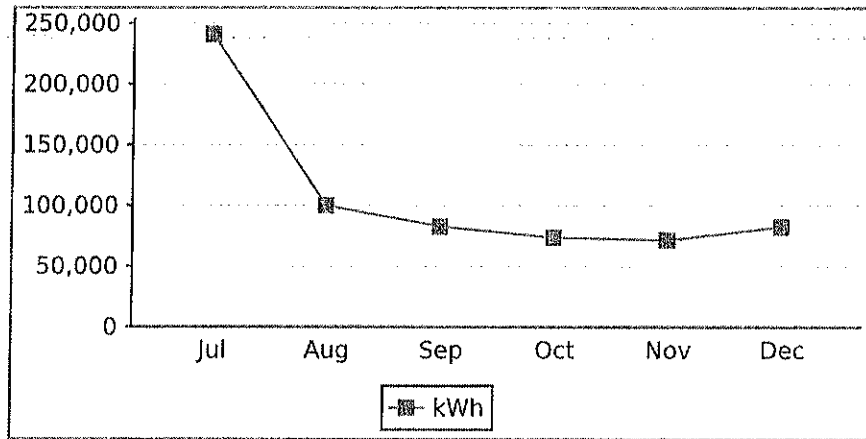


Figure 4.



Program Management Database

RHA has an existing database that was designed and continues to evolve to serve the tracking needs and project goals of energy efficiency programs. This database is already being used effectively for municipal utility programs and was used for RPU programs in the past. The database will maximize data collection, minimize software engineering costs, and give RPU an in-depth view of program status and jobs. RHA's database has all RPU-requested functions, including:

- Tracks metrics including site evaluation date, site assessment, measures installed, notes regarding installation, etc.
- Provides login access for RPU's Program Manager and other designated representatives at no additional cost
- Produces reports, including monthly reports that are compatible with EFP portfolio

The efficiency of RHA's database includes speed, accuracy, flexibility, and cost savings, as well as the ability to analyze data on-the-fly and generate ad hoc reports. It can also accommodate multiple program modules to track the operations of multiple programs individually.

RHA's database functionality is outlined below. RHA will work with RPU to identify functionalities required for program management and tracking and will customize an RPU-specific database to meet program needs. Current functionality options include:

- **Customer Surveys**
 - Serves as a library for all survey-related documents, including billing data files, completed reports and other documentation
 - Provides embedded customer satisfaction and quality assurance survey forms
- **Scheduled and Completed Appointments**
 - Allows job tracking of customer touches and program process from start to finish
- **Inventory of Existing and Newly Installed Equipment**
 - Captures and uploads images for each measure in real time while a survey or service is

being performed

- Allows for real-time audit data collection, storage, and access
- **Program Costs**
 - Maintains up-to-date program financials, customer and client summary and graphs which includes contract goals, year-to-date savings, etc.
- **Energy Savings**
 - Automatically calculates savings associated to energy efficiency measures and respective cost savings
 - Stores the energy efficiency calculations used to estimate savings
 - Capable of holding electric and gas billing data
- **Installed Equipment and Measures**
 - Tracks specific measures installed at each customer location, including quantity
 - Captures existing equipment (appliances) in customer locations with brand and model information and calculates energy consumption rates
- **Recommendations**
 - Enables real-time access to every document associated to the individual customer, including recommendations and notes, audit findings and survey results
- **Ad Hoc and Custom Reports**
 - Provides on-the-spot survey reports
 - Provides customizable program reports in user-friendly formats such as Excel or PDF
 - Example reports include savings report (for any selected period), productivity report, audit report, installed measure report, work order report, etc.
 - Produces program and report dashboards
- **Investment by Customer and Department**
 - Tracks customer costs and incentives paid/to be paid by utility for invoicing purposes
 - Automatic invoice generation is available to utility at any given time
- **Complaint Tracking**
 - Tracks customer complaints, resolution plans, action taken and status
 - Allows utility to create complaints and referrals and track status
 - When a complaint or referral is generated, the database sends an automatic email notification to the program manager and other stakeholders
 - Tracks complaint and referral status updates
- **Other Functionality**
 - Stores energy audit results and calculations, including the following metrics:
 - Energy Use Index (BTU/sq. ft.)
 - Energy Cost Index (\$/sq. ft.)
 - Building characteristics (building type, size, vintage, etc.)
 - Energy savings potential, including savings realized because of measures installed
 - Demand reduction potential for use in a future Auto DR (demand response) program



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- Provides a library that contains workpapers and program-relevant information
- Retains a log of all changes made to the data including date, time, and username
- Serves as a tool for utility and third-party evaluators to access real-time information and reports
- Capable of including data analytics tools for targeting customers, including storing information on usage, income, location, and other demographics
- Capable of supporting weekly data uploads to utility's database

RHA has an exceptional understanding of database technologies and the power of using data to gather, track, organize, analyze, and report. With this in-house expertise, RHA can customize our existing systems to increase functionality and to coordinate with other database systems to create desired capability, functionality, and outcomes. RHA's in-house Information Technology Services (ITS) department includes experienced application developers and IT staff. Our programmers are skilled and experienced with a variety of software applications and operating systems related to the energy efficiency field.

Subconsultant Management

RHA does not anticipate needing subconsultant support. However, if we do need to engage subconsultants, we are experienced at recruiting, training, and managing them. We also have an existing network of qualified and experienced contractors whom we can contact should we need to. RHA will seek approval from RPU before engaging any subconsultants.

We will ensure all subconsultants are registered with the DIR and capable of meeting prevailing wage requirements. RHA will maintain responsibility for the quality of work of all subconsultants used under this Agreement.

Program Delivery

Program Development

Launching a program is analogous to opening a brick-and-mortar store and there is significant pre-work required to do so. As the current administrator of multiple municipal utility commercial programs, RHA has in place existing program documentation, materials, templates, and infrastructure we will leverage in building program plans for RPU. Because of this, RHA will require minimal ramp-up and launch time.

RHA will review existing program documentation, materials, templates, etc. to identify areas for customization and improvement to specifically meet RPU's needs. RHA will also collect RPU's feedback on existing program documentation, materials, and operations. Equipped with this information, we will make program adjustments, as needed, and secure RPU approval before proceeding.

While RHA does not foresee any significant ramp-up efforts, we will ensure we are fully prepared to seamlessly continue program operations. We will oversee the following efforts, as needed:

- Staff training or updates

- Developing and ordering new or updated materials
- Onboarding and training of subconsultants
- Program training for RPU's staff

Customer Recruitment

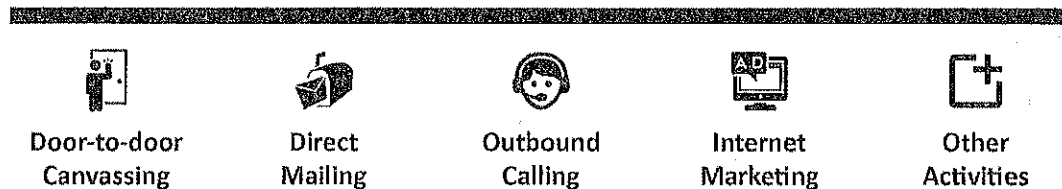
Effectively reaching customers is key to securing program participation and meeting program goals. RHA will market the RPU program to increase program awareness and ultimately secure program participation. During outreach activities, RHA will educate customers on the program and its associated benefits. Education will include:

- **Program basics:** Program eligibility, process, timeline, etc.
- **Traditional benefits:** Potential energy and dollar savings associated with program participation and behavioral changes
- **Non-energy benefits:** Tailored education based on business type. For example, retail stores will receive education on how certain retrofits can improve sales and office building owners/employers will learn about how certain retrofits can lead to increased productivity.

Based on RPU's diverse base of commercial customers, RHA proposes to use multiple outreach and marketing methods to generate customer interest, secure maximum participation and meet program goals. To implement outreach activities most efficiently and effectively, RHA requests that RPU provide a list of eligible customers. RHA will target efforts to eligible businesses, saving time and resources.

RHA will work with RPU to refine marketing and outreach activities. Based on our experience implementing commercial direct install programs, RHA proposes to use door-to-door canvassing as our primary outreach strategy. With RPU feedback and approval, RHA will implement the following:

Figure 5.







- **Door-to-door Canvassing:** RHA will perform door-to-door canvassing to engage and educate customers and to secure approval to conduct an energy efficiency survey. This can be performed as a follow-up to leads generated by direct mail or the website or as a targeted effort to eligible customers in general.

RHA has found that canvassing is the most effective outreach method for securing participation from municipal utility commercial customers. As a representative of RPU, it allows RHA to engage in face-to-face interaction with customers, answer customer questions, and establish trust. As the face of the program, field representatives will be trained to provide exceptional

customer service and will wear name badges and uniforms to establish trust and rapport with customers.

Door-to-door canvassing is also successful for us because customers know or are aware of RHA. We have an established presence in the Riverside community and have reached thousands of customers because of running three different programs for RPU in the past.

- **Direct Mailing:** RHA will create postcards, introduction letters, bill stuffers or other direct mail collateral to secure program participation. RHA will design and draft collateral with compelling graphics and a strong call to action.

- **Outbound Calling:** RHA will conduct outbound calling to eligible customers based on the list provided by RPU. We will develop and adjust scripting and tools to ensure efforts are effective.

- **Internet Marketing Campaign:** RHA will work with RPU to secure customer email addresses and target them through a robust email campaign. Email is one of the most cost-effective ways to reach and communicate with potential program participants. RHA will design email messaging with compelling graphics and a strong call to action and secure RPU approval prior to deploying any email campaign.

- **Other Activities:** RHA will consistently monitor the effectiveness of activities and adjust them to meet program goals. We will develop and implement new strategies, as needed, and incorporate RPU recommendations, when provided. One example of a potential outreach strategy is to specifically target commercial property managers.


Survey Appointment Scheduling

RHA will work directly with each customer to schedule an appointment at a time that is convenient to them. During our initial contact with customers, RHA will record their information in our database and secure their approval to conduct a survey. We will regularly monitor the database for customers who may need contact or follow-up. Our database will track all jobs from initial customer contact and appointment scheduling to appointment and installation completion. Our robust job tracking system, combined with our ready staffing structure, will ensure that appointment wait times are as short as possible.

Lighting Site Evaluation Report

RHA's capabilities pertaining to energy site evaluations/surveys include:

- Quantifying energy usage and savings for specific functions, equipment, systems, retrofits, and incentives
- Identifying energy/cost reduction opportunities and financial analysis
- Simple payback analysis

RHA will deliver site audits at interested and eligible RPU customers' facilities. We will inspect existing equipment and identify energy upgrade opportunities. Auditors will record their findings using tablet technology and will submit data directly to the RHA program database. Auditors will then prepare a scope of work for the customer. This report will include:

- Energy efficiency measure recommendations
- Energy and monetary savings estimates
- Incentives available
- Customer co-pay (if any)
- Simple payback (if required)

Samples of RHA commercial customer energy reports are included in Appendix 3. RHA will submit signed proposals and documentation to RPU.

RHA will monitor customers in the database and follow up with customers who require extra time to decide, have additional questions or who must meet requirements specific to their business. RHA's goal is to hold the customer's hand through the customer journey to ensure project implementation and completion.

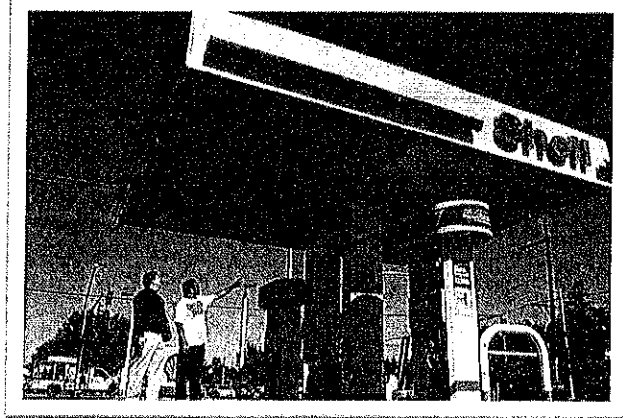


Figure 6. RHA has more than three decades of experience administering, pre-screening, scheduling, maintaining energy-survey records and data, and delivering survey reports.

Project Logistics

RHA will secure customer sign-off on required participation paperwork. We will then work with the customer and RPU, as needed, to develop installation and logistics plans, including a timeline that identifies installation timeframes, staff, and other logistics items. We will also work the customer to identify any site-specific logistics requirements. Examples include:

Scheduling around operating hours or other specific timeframes, when necessary

- Working with site personnel to ensure RHA will have full access to building areas required for installation
- Securing appropriate security or other clearances
- Ensuring site contacts have plans for adjusting work accommodations for staff, when applicable

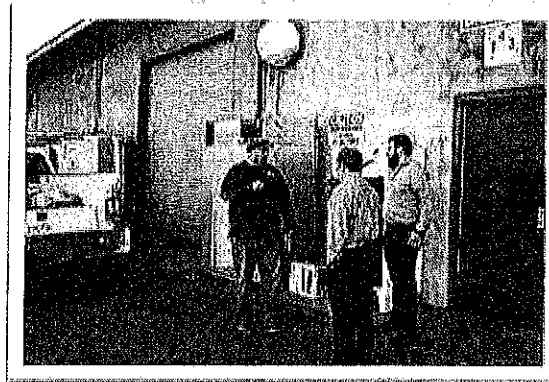


Figure 7. Working directly with site personnel ensures smooth project progress and delivery.

RHA will also manage all other logistical matters to successfully deliver outdoor lighting audits and installation for RPU customers. RHA will purchase all materials required for projects and will reserve funds in RPU's budget to avoid oversubscription of funds issued in the Agreement.

Retrofit Installations

RHA will use our internal team of experienced installation technicians to perform installations. Because we use an internal team instead of contracting the work out, we can provide more consistent, streamlined, and positive customer experiences. We are also able to address customer concerns more quickly and directly when they arise.

RHA will work directly with applicable building staff to schedule appointments at a mutually agreed upon time to minimize disruption of normal business functions. Upon arriving at the customer facility, our installation staff will greet the customer or their employee and identify themselves. As field staff will be acting on behalf of RPU, we will ensure staff meet hygiene, grooming and uniform standards and are trained and equipped to provide safe and quality installation and superior customer service.

RHA's installation staff will perform all installations in compliance with applicable codes, standards, and guidelines. Once a project is complete, installation staff will review the work performed with the customer and provide education on how to operate new measures and equipment, as needed. Installation staff will also collect a signed Project Completion form from the customer.

If the customer is not satisfied with the work and does not sign the Project Completion Form, the installation staff will work to rectify the customer's concerns. If immediate resolution is not possible, the installation staff will seek guidance from their supervisor and other program leadership, as needed. If



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RHA is still unable to rectify the situation, we will work with RPU to determine the best course of action. RHA is committed to ensuring customer satisfaction and will do whatever it takes to deliver quality services and customer satisfaction.

If a project is not completed on time, the installation staff will work with the customer to identify a time convenient to them to return and complete the project.

Quality Assurance/Quality Control

Delivering quality services is RHA's top priority and as such, we maintain and implement quality assurance and quality control processes and protocol as a standard part of program operations. For RPU, these activities will include:

- **Purchasing new materials and measures from the best-known suppliers:** As we currently work on multiple municipal direct installation programs, RHA has established relationships with vendors and suppliers local to Riverside County with whom we can count on to provide quality products. RHA will provide data sheets for all products installed, upon request.
- **Quality control site visits:** RHA will perform quality control site visits for purposes of:
 - **Project and energy savings verification:** RHA recommends a sampling rate of three to five percent for site visits. An RHA supervisor will visit customers to ensure that work was performed to the customer's satisfaction and to make certain that all measures reported and invoiced are present in the building and functioning properly.

Any items identified as needing correction by the supervisor during the site visit will be addressed within a reasonable timeframe agreed upon with the customer and RPU.

- **Customer satisfaction:** During the site visit, RHA will engage the customer and reinforce that RPU provides the direct installation program to help the customer manage their energy costs. RHA will provide the customer with the opportunity to provide feedback via a customer survey embedded in the customer sign-off paperwork. RHA will ensure that the customer's experience in the program was positive and that if there were any issues, they are rectified. RHA will seek customer feedback on:
 - Satisfaction with the overall process including audit and installation
 - Staff professionalism
 - Overall customer satisfaction
 - Other items deemed important by RPU or RHA



An example of a customer survey we currently use in commercial programs is included in Figure 8. If the customer communicates any issues with the program, RHA will ensure all issues are addressed to the customer's satisfaction. We will work with our internal staff and provide coaching and mentoring to ensure future customer satisfaction.

Figure 8.

Please take a moment to answer a short survey. Put an X in the box corresponding to your answer.

1. Was a walk through conducted with the installation crew?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Did the installation crew leave behind any debris or materials on premises?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Was the installer knowledgeable and professional?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Overall are you completely satisfied with today's installation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Any additional comments you would like to add or address?				

Customer Signature	_____			
Start Time:	_____			
End Time:	_____			

Program Metrics

A key component of RHA's offering is timely, comprehensive, and flexible reporting to optimize the cost-effectiveness and operating efficiencies within the program. Using our database, RHA will track each individual job and provide detailed reports that include at a minimum the following fields:

- Measures installed
- Date of installation
- Estimated energy savings and demand reduction

RHA will submit monthly reports detailing monthly activity and total program-to-date activity. We will also develop a separate report for RPU's fiscal year which will include all data required to report retrofit projects and savings in the ESP Portfolio reporting tool. RHA has developed these reports for municipal utilities in the past and is familiar with the data points required for the ESP Portfolio tool.

Other reports we can provide include:

- Customer Participation Volume report
- Customer Energy Inventory of Measures report
- Budget Allocated to Installations and Customer Use of These Funds report
- Additional report details as requested

Additionally, RHA is prepared to provide ad hoc reports as requested and/or required. The administrative team dedicated to the program will provide RPU with any additional support required for program success.





CUSTOMER EXPERIENCE

RHA is committed to ensuring a quality experience for every customer we serve. As part of our program administration, we will offer complaint resolution and customer support as discussed below.

Complaint Resolution

Delivering quality installation services and excellent customer service is RHA's top priority and as such we believe it is imperative to maintain protocol and processes for resolving customer complaints.

To avoid misunderstandings, RHA will document pre-existing conditions. If there is a noteworthy pre-installation condition, RHA will document the condition, including photo documentation. Each file in the database has a place for customer site picture, videos, and documents, which are accessible to RPU.

RHA will track customer complaints noted in the customer satisfaction surveys, inbound calls or notification from RPU. Upon receiving a complaint, RHA will notify RPU immediately. We will respond to all complaints within 24 hours of receipt and will resolve more complex complaints, such as installation issues, within 48 hours after notification or other reasonable timeframe, as agreed upon with the customer. RHA will provide continuous updates to RPU regarding the status of customer complaints and resolution. RHA managers will be equipped with company-paid smart phones that allow them to view logged complaints and access initial complaints via voicemail or email at any time, day, or night.

RHA will maintain responsibility for resolving all program, workmanship and warranty issues and will report final resolution to RPU. Based on experience, RHA anticipates the following complaints and has established processes for addressing each:

- **Warranty Issues:** RHA will review product warranty information and will note the product installation date in the program database. If the failing equipment is under warranty, we will schedule an appointment to replace the faulty equipment utilizing the agreed upon labor rate for replacing faulty equipment. We will coordinate with RPU to determine a feasible warranty schedule and procedure.

As the labor provider, RHA will warranty labor for one year if the failure is due to improper installation or workmanship. If the warranty is beyond the one-year mark for parts and labor, RHA will arrange to deliver and install new parts or equipment to the customer at the customer's cost or via another RPU-approved method.

- **Installation Issues:** An RHA field supervisor will visit the customer to verify installation and assess reported issues. If it is determined that RHA delivered unsatisfactory workmanship, the field supervisor will address the issue or will schedule a future appointment, if needed, and obtain RPU's approval if more than the second customer visit is required. The supervisor will counsel the installation technician who performed the initial installation and ensure the technician is prepared to deliver quality installations in the future.

- **Scheduling and Cancellation Issues:** Installation technicians sometimes face schedule changes, such as jobs taking longer than planned, traffic, illness, etc. When RHA becomes aware of potential schedule changes, we will immediately contact the customer to let them know of the change, or to reschedule, if necessary. We will explain the reason for the change and ensure minimal impact to the customer.

Customer Contact Support

RHA will maintain a toll-free line to manage customer complaints and other customer support functions. We will use the line for scheduling and appointment confirmation, program verification for customers seeking to validate program authenticity and other customer support functions. Customers will also be provided with contact information for the energy and water conservation specialist who performed their assessment.



Figure 9. RHA's administrative team is trained to provide superior customer service during inbound and outbound calls.

The toll-free line will be operational Monday through Friday during regular business hours and will feature a voicemail system to receive messages when all incoming lines are busy. The toll-free line is staffed with bi-lingual (English/Spanish) staff. RHA also has access to a robust internal multi-lingual call center for other language needs.

B.3. ORGANIZATION AND STAFFING

Based on our experience implementing outdoor lighting audits and installation for RPU's medium- and large-sized commercial customers and other experience performing similar work of similar scale, RHA recommends the staffing structure depicted in Figure 10. This structure includes the following functional groups:

- **Upper Management:** The Director will provide strategic oversight to program operations, support program managers and ensure achievement of program goals.
- **Day-to-Day Management:** Program and other managers will provide day-to-day oversight, ensuring proper staff training and performance, progress towards goals, etc.
- **Field Personnel:** Field personnel (assessors and installation technicians) will provide direct services to customers and serve as the face of the program.
- **Engineering Support:** The engineer will support with engineering services, as needed. This includes supporting savings calculations and payback analysis.
- **Administrative Staff:** Administrative staff will provide support monitoring customer progress in the database, making customer contact for outreach and scheduling and accept incoming calls from customers.
- **Information Technology Systems (ITS) Support:** ITS staff will oversee the customization and maintenance of the existing RHA database to meet RPU needs.

EXHIBIT "B"
COMPENSATION



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RHA has provided our pricing in Attachment 2. Our pricing includes a stated dollar bid amount for providing the services outlined in the Services and a breakdown of the costs/proposed fees, including:

- Administration cost per measure
- Material cost per measure
- Labor cost per measure
- Total cost per measure installed

NOTES AND ASSUMPTIONS

Please note the following notes and assumptions regarding our pricing:

General Notes and Assumptions

- Additional measures aside from the list provided are shown in our pricing list (see the last page of Attachment 2 for more details)
- Program costs are provided only for the Outdoor Lighting SOW. If RHA is awarded multiple programs, some of these costs may be leveraged across the programs to realize savings for RPU. If RHA is awarded the Outdoor Lighting SOW and the Small Business Program SOW, administration costs will be significantly reduced as the Building Inspector will be able to perform assessments for both programs at once

Administration Cost Notes and Assumptions

- When estimating administration costs, RHA determined a fixed number of administration hours to operate the program based on the budget RPU provided in the Q&A responses
- RHA distributed the fixed administration cost across all measures to align our cost with the pricing structure template
- RHA is flexible to adjust the administration cost to a per month fee, per measure model, or any other way that meets RPU needs

Equipment / Measures Notes and Assumptions

- Given the instability of the marketplace due to supply chain issues caused by COVID-19, RHA will not be able to maintain several parts and material cost increases. RHA will guarantee prices with parts and materials cost increases up to 5%, after which RHA will notify RPU to renegotiate material prices with RPU based on actual cost. Any additional increase in materials and parts cost will only happen with RPU's approval and will be a direct pass-through cost to RPU without any markup.
- RHA will provide specifications sheet and detail information of the product after the contract award or at kick off meeting

Prevailing Wage/Department of Industrial Relations (DIR) Notes and Assumptions

- RHA will not increase labor costs for the next 3 years. RHA's pricing took into consideration scheduled DIR increases based on the most current tables used for pricing. After 3 years,



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consistent with required DIR rate increases RHA with the approval of RPU will increase the rates and make this a direct pass through

- RHA will pro-rate increases based on the time taken to install the measure. For example:
 - DIR Increase: \$1.00
 - Measure Installation Time: 30 minutes
 - Cost Increase to RPU: \$0.50
- RHA used the following DIR trades in building our costs:
 - Service & Repair (Plumber/HVAC-Fitter) - To perform HVAC mechanical work
 - Inside Wireman, Technician - To perform electrical work
 - Building/Construction Inspector - To conduct building energy assessment
 - If RPU identifies that we should adjust the trades we used or add any trades to the project, RHA can adjust our pricing and staffing plan accordingly
 - In our experience, RHA has seen several contractors not using the “Building Inspector” trade for energy assessments to reduce costs. However, RHA interprets the DIR regulations to require the use of the “Building Inspector” trade to perform energy assessments on commercial site. RHA will use this trade unless instructed otherwise by RPU
- RHA has experience working with DIR prevailing wages, submitting certified payroll, and completing all required paperwork. We are ready to respond to any audit or inquiries on short notice

DISCLOSURE QUESTIONNAIRE

RHA has provided our response to the Disclosure Questionnaire (Exhibit C) in Attachment 3.

For proposed equipment, we provided the equipment brand since the model numbers will be changed rapidly by manufacturers due to new product releases and requirements by the DLC and QPL. RHA will provide specification sheets and detailed information of the product upon request. The Scope of New Technology not currently being offered by RPU (including the pricing) has been added at the end after Wi-Fi thermostats and is highlighted in green.

Measure	Quantity	Administration Cost	Material Cost	Labor Cost	Total Installed Cost	Proposed Equipment
HVAC Tune- Up Basic Diagnostic <= 5 Ton Unit	1	\$ 10.39	\$ 97.24	\$ 194.39	\$ 302.02	RHA Technical Services
HVAC Tune- Up Basic Diagnostic >= 5 Ton Unit	1	\$ 10.39	\$ 97.24	\$ 194.39	\$ 302.02	RHA Technical Services
Scissor Lift per day	1	\$ -	\$ 388.96	\$ -	\$ 388.96	Alf Access Rentals
LED Exit Sign-Red Replacement Battery Back-up	1	\$ 39.88	\$ 41.06	\$ 70.86	\$ 151.80	Elke LED Exit Sign
Lighting dimmers	1	\$ 4.16	\$ 45.99	\$ 70.86	\$ 121.01	Intermatic/Wattstopper Dimmer
4ft 4L 32W T8 High Perf w/EB	1	\$ 39.46	\$ 48.38	\$ 62.36	\$ 150.20	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 4L 32W T8 High Perf w/2EB	1	\$ 3.38	\$ 43.83	\$ 51.02	\$ 98.23	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 3L 32W T8 High Perf w/2EB	1	\$ 3.25	\$ 40.22	\$ 51.02	\$ 94.49	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 2L w/EB (New Fixt)	1	\$ 3.95	\$ 48.62	\$ 62.36	\$ 114.93	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 2L T8 U6 w/EB	1	\$ 2.60	\$ 21.92	\$ 51.02	\$ 75.54	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 1L 32W T8 High Perf w/EB	1	\$ 2.47	\$ 18.31	\$ 51.02	\$ 71.80	Phillips - Fluorescent Tubes w. Electronic Ballast
8ft 2L T8 w/EB	1	\$ 34.83	\$ 41.05	\$ 56.69	\$ 132.57	Phillips - Fluorescent Tubes w. Electronic Ballast
8ft 1L T8 w/EB	1	\$ 30.13	\$ 27.87	\$ 56.69	\$ 114.69	Phillips - Fluorescent Tubes w. Electronic Ballast
3ft 4L 25W 2nd gen T8 w/EB (6-ft conv kit)	1	\$ 4.49	\$ 65.38	\$ 56.69	\$ 130.56	Phillips - Fluorescent Tubes w. Electronic Ballast
2ft 2L 32T8 U6 w/EB	1	\$ 2.50	\$ 27.63	\$ 42.52	\$ 72.65	Phillips - Fluorescent Tubes w. Electronic Ballast
CFL Indoor Flood, 25 W R30 2700K**	1	\$ 1.26	\$ 7.03	\$ 28.34	\$ 36.63	TCP - CFL Bulbs
Wall sensor	1	\$ 47.88	\$ 63.50	\$ 70.86	\$ 182.24	Intermatic/Wattstopper Sensor
4ft 2L T8 Retro/Delamp	1	\$ 2.60	\$ 21.92	\$ 51.02	\$ 75.54	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 2L T8 Retro/Delamp	1	\$ 2.60	\$ 21.92	\$ 51.02	\$ 75.54	Phillips - Fluorescent Tubes w. Electronic Ballast
4ft 4 Lamp T8 (8ft) tandem retrofit kit	1	\$ 4.16	\$ 48.58	\$ 68.03	\$ 120.77	Phillips - Fluorescent Tubes w. Electronic Ballast
LED Open signs replaces Neon	1	\$ 5.32	\$ 78.48	\$ 70.86	\$ 154.66	Eaton - LED Open Signs
CFL 15W R30**	1	\$ 1.26	\$ 7.03	\$ 28.34	\$ 36.63	TCP - CFL Bulbs
15W PAR38**	1	\$ 1.44	\$ 12.16	\$ 28.34	\$ 41.94	Natura LED - LED Par
4ft 4L Linear LED Retrofit	1	\$ 46.68	\$ 62.96	\$ 68.03	\$ 177.67	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4ft 4L LED Retrofit Plug-n-Play	1	\$ 38.80	\$ 57.86	\$ 51.02	\$ 147.68	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4ft 3L Linear LED Retrofit	1	\$ 40.76	\$ 52.02	\$ 62.36	\$ 155.14	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4ft 3L LED Retrofit Plug-n-Play	1	\$ 35.36	\$ 48.19	\$ 51.02	\$ 134.57	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4ft 2L Linear LED Retrofit	1	\$ 37.28	\$ 36.57	\$ 68.03	\$ 141.88	Atg Electronics/GE - LED Bulbs w. Electronic Ballast

For proposed equipment, we provided the equipment brand since the model numbers will be changed rapidly by manufactures due to new product releases and requirements by the DLC and CPL
 BHA will provide specification sheets and detailed information of the product upon request
 The Scope of New Technology not currently being offered by RPU (including the pricing) has been added at the end after Wi-Fi thermostats and is highlighted in green

Measure	Quantity	Administration Cost	Material Cost	Labor Cost	Total Installed Cost	Proposed Equipment
4R 2L LED Retrofit Plug-n-Play	1	\$ 28.29	\$ 34.02	\$ 45.35	\$ 107.66	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4R 1L LED Retrofit Plug-n-Play	1	\$ 2.48	\$ 24.36	\$ 45.35	\$ 72.19	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4R 1L (2pc) LED Retrofit	1	\$ 2.69	\$ 30.02	\$ 45.35	\$ 78.06	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
2R 2L U6 (3pc) LED Retrofit	1	\$ 93.89	\$ 38.41	\$ 56.69	\$ 128.99	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4R 2L (4pc) LED Retrofit	1	\$ 46.57	\$ 62.66	\$ 68.03	\$ 177.26	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4R 3L (5pc) LED Retrofit	1	\$ 58.50	\$ 82.11	\$ 68.03	\$ 203.64	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
4R 4L (8pc) LED Retrofit	1	\$ 4.21	\$ 67.10	\$ 51.02	\$ 122.33	Atg Electronics/GE - LED Bulbs w. Electronic Ballast
9W A-type LED	1	\$ 13.85	\$ 4.86	\$ 34.01	\$ 52.72	Maxlite - LED Bulbs
9W Globe-Type LED	1	\$ 1.23	\$ 6.08	\$ 28.34	\$ 35.65	Maxlite - LED Bulbs
6W LED PAR16	1	\$ 16.24	\$ 11.55	\$ 34.01	\$ 61.80	NaturaLED - LED Bulbs
8W LED PAR20	1	\$ 17.75	\$ 15.80	\$ 34.01	\$ 67.56	NaturaLED - LED Bulbs
13W LED PAR30	1	\$ 1.40	\$ 10.94	\$ 28.34	\$ 40.68	NaturaLED - LED Bulbs
16W LED PAR38	1	\$ 16.89	\$ 13.37	\$ 34.01	\$ 64.27	NaturaLED - LED Bulbs
35W LED PAR56	1	\$ 3.61	\$ 72.93	\$ 28.34	\$ 104.88	NaturaLED - LED Bulbs
30W LED Flood Light	1	\$ 105.66	\$ 168.95	\$ 127.55	\$ 402.16	Ex-Lite - LED New Fixture
50W LED Flood Light	1	\$ 130.19	\$ 181.11	\$ 184.24	\$ 495.54	Ex-Lite - LED New Fixture
30W LED Wall Pack 5000K	1	\$ 108.25	\$ 133.71	\$ 170.07	\$ 412.03	Ex-Lite - LED New Fixture
60W LED Wall Pack 5000K	1	\$ 11.69	\$ 158.02	\$ 170.07	\$ 339.78	Ex-Lite - LED New Fixture
90W LED Wall Pack 5000K	1	\$ 134.96	\$ 194.48	\$ 184.24	\$ 513.68	Ex-Lite - LED New Fixture
80W LED Wall Pack High Power	1	\$ 134.96	\$ 194.48	\$ 184.24	\$ 513.68	Ex-Lite - LED New Fixture
150W LED Wallpack High Power	1	\$ 15.81	\$ 279.49	\$ 170.07	\$ 459.37	Ex-Lite - LED New Fixture
200W LED Wallpack High Power	1	\$ 17.76	\$ 328.19	\$ 170.07	\$ 516.02	Ex-Lite - LED New Fixture
300W LED Wallpack High Power	1	\$ 20.79	\$ 413.27	\$ 170.07	\$ 604.13	Ex-Lite - LED New Fixture
100W LED Highbay 5000K (Warehouse)	1	\$ 10.11	\$ 141.97	\$ 141.72	\$ 293.80	Ex-Lite - LED New Fixture
240W LED Highbay 5000K (Warehouse)	1	\$ 13.28	\$ 230.95	\$ 141.72	\$ 385.95	Ex-Lite - LED New Fixture
50W Area/Street Light 5000K	1	\$ 147.95	\$ 230.95	\$ 184.24	\$ 563.14	Ex-Lite - LED New Fixture
80W Area/Street Light 5000K	1	\$ 15.30	\$ 273.49	\$ 155.89	\$ 444.68	Ex-Lite - LED New Fixture
100W Area/Street Light 5000K	1	\$ 17.25	\$ 328.19	\$ 155.89	\$ 501.33	Ex-Lite - LED New Fixture

For proposed equipment, we provided the equipment brand since the model numbers will be changed rapidly by manufacturers due to new product releases and requirements by the DLC and QPL. RHA will provide specification sheets and detailed information of the product upon request. The Scope of New Technology not currently being offered by RPU (including the pricing) has been added at the end after Wi-Fi thermostats and is highlighted in green.

Measure	Quantity	Administration Cost	Material Cost	Labor Cost	Total Installed Cost	Proposed Equipment
150W Area/Street Light 5000K	1	\$ 19.42	\$ 368.96	\$ 155.89	\$ 564.27	Ex-Lite - LED New Fixture
200W Area/Street Light 5000K	1	\$ 27.88	\$ 486.20	\$ 155.89	\$ 664.97	Ex-Lite - LED New Fixture
300W Area/Street Light 5000K	1	\$ 25.91	\$ 571.29	\$ 155.89	\$ 753.09	Ex-Lite - LED New Fixture
40W LED Canopy Light 5000K	1	\$ 110.42	\$ 189.78	\$ 170.07	\$ 420.27	Ex-Lite - LED New Fixture
60W LED Canopy Light 5000K	1	\$ 110.85	\$ 141.00	\$ 170.07	\$ 421.92	Ex-Lite - LED New Fixture
90W LED Canopy Light 5000K	1	\$ 14.29	\$ 273.49	\$ 127.55	\$ 415.33	Ex-Lite - LED New Fixture
120W LED Canopy Light 5000K	1	\$ 149.41	\$ 291.72	\$ 127.55	\$ 568.68	Ex-Lite - LED New Fixture
13W LED Downlight 4 Inch 5000K	1	\$ 3.32	\$ 36.47	\$ 56.69	\$ 96.48	Ex-Lite - LED Recess Can
22W LED Downlight 6 Inch 5000K	1	\$ 42.58	\$ 48.62	\$ 70.86	\$ 162.06	Ex-Lite - LED Recess Can
35W LED Downlight 8 Inch 5000K	1	\$ 5.05	\$ 85.09	\$ 56.69	\$ 146.83	Ex-Lite - LED Recess Can
WiFi enabled thermostats	1	\$ 12.44	\$ 203.23	\$ 145.79	\$ 361.46	Ecobee - WiFi Thermostat
Energy Audit and Report (Prevailing Wage DIR Building Inspector)	1	\$ 59.31	\$ -	\$ 166.45	\$ 225.76	RHA Technical Services
Boom Lift per Day	1	\$ -	\$ 413.27	\$ -	\$ 413.27	All Access Rentals
RHA Labor (hourly)	1	\$ -	\$ -	\$ 170.07	\$ 170.07	RHA Technical Services
Light Control Package (Occ. Sensor & Ceiling Mount wireless)	1	\$ 75.76	\$ 42.54	\$ 170.07	\$ 288.37	Lutron - Sensors
Power Pak Dimming Module	1	\$ 90.22	\$ 153.97	\$ 99.20	\$ 343.39	Lithonia - Power Pak
Dimmable Wireless Ballast	1	\$ 33.32	\$ 50.99	\$ 42.52	\$ 126.83	Philips - Wireless Ballast
Daylight Sensor	1	\$ 46.23	\$ 87.21	\$ 42.52	\$ 175.96	Lutron - Sensors
Wireless Control Switch	1	\$ 56.30	\$ 87.11	\$ 70.86	\$ 214.27	Lutron - Sensors
Outdoor photocell sensor	1	\$ 10.83	\$ 30.39	\$ -	\$ 41.22	Ex-Lite - Sensor
Astronomical Time Clock With Holiday Programming	1	\$ 173.80	\$ 317.66	\$ 170.07	\$ 661.53	NSI/Walters - Time Clock
Outdoor Motion Sensor	1	\$ 66.68	\$ 59.56	\$ 127.55	\$ 253.79	Wattstopper - Sensors
480V High Voltage	1	\$ 19.79	\$ 54.70	\$ -	\$ 74.49	Ex-Lite
BI-Level Occupancy Sensor	1	\$ 32.49	\$ 91.16	\$ -	\$ 123.65	Ex-Lite - Sensor
BI-Level Dimming Sensor	1	\$ 15.16	\$ 42.54	\$ -	\$ 57.70	Ex-Lite - Sensor
Built-in Emergency Backup	1	\$ 51.98	\$ 145.86	\$ -	\$ 197.84	Ex-Lite - Emergency Backup
60W LED Retrofit Kit	1	\$ 110.43	\$ 182.33	\$ 127.55	\$ 420.31	Ex-Lite - LED Retrofit
80W LED Retrofit Kit	1	\$ 136.42	\$ 255.26	\$ 127.55	\$ 519.23	Ex-Lite - LED Retrofit

For proposed equipment, we provided the equipment brand since the model numbers will be changed rapidly by manufactures due to new product releases and requirements by the DLC and QPL. RHA will provide specification sheets and detailed information of the product upon request. The Scope of New Technology not currently being offered by RPU (including the pricing) has been added at the end after Wi-Fi thermostats and is highlighted in green.

Measure	Quantity	Administration Cost	Material Cost	Labor Cost	Total Installed Cost	Proposed Equipment
150W LED Retrofit Kit	1	\$ 158.07	\$ 316.03	\$ 127.55	\$ 601.65	Ex-Lite - LED Retrofit
40W LED Vapor Tight Wrap Fixture	1	\$ 69.29	\$ 109.40	\$ 85.03	\$ 263.72	Ex-Lite - LED New Fixture
50W LED Post Top	1	\$ 167.45	\$ 328.19	\$ 141.72	\$ 637.36	Ex-Lite - LED New Fixture
100W LED Post Top	1	\$ 180.45	\$ 354.65	\$ 141.72	\$ 686.82	Ex-Lite - LED New Fixture
20W Bullet Flood Light	1	\$ 67.11	\$ 60.78	\$ 127.55	\$ 255.44	Ex-Lite - LED New Fixture
100W Gas Station Canopy Light 5000K	1	\$ 160.23	\$ 279.57	\$ 170.07	\$ 609.87	Ex-Lite - LED New Fixture
100W LED Round Highbay	1	\$ 125.58	\$ 182.33	\$ 170.07	\$ 477.98	Ex-Lite - LED New Fixture
150W LED Round Highbay	1	\$ 129.91	\$ 194.48	\$ 170.07	\$ 494.46	Ex-Lite - LED New Fixture

EXHIBIT "C"

KEY PERSONNEL



RFP NO. 0000 CONSULTANT ADMINISTRATOR DIRECT
INSTALLATION SERVICES FOR OUTDOOR LIGHTING PROGRAM

RHA's proposed team includes talented leadership, dynamic managers, and experienced field personnel. Our team is qualified and equipped to hit the ground running and successfully provide outdoor lighting audits and installation for RPU commercial customers. The team is led by an electrical engineer and includes engineers from different disciplines.

We summarize the qualifications of our key personnel in Table 1 below. Following the table are detailed descriptions of their experience. We have also included full resumes in Appendix 4.

Table 1. Key Personnel and Summary of Qualifications

Staff Name	Title/Role	Qualifications
Cynthia Bruno Rafferty	Chief Executive Officer	<ul style="list-style-type: none"> Over 22 years of strategic oversight and executive leadership experience 7+ years of experience overseeing energy program operations for municipal and investor-owned utility clients
Gabriel Peredo	Director	<ul style="list-style-type: none"> 5+ years of experience as Operations Director 15+ years of experience as a project manager on energy efficiency programs for municipal utilities Over 7 years of construction management sustainability and maintenance experience Demonstrated experience in leading teams to meet program goals on-time and on-budget Certificates: <ul style="list-style-type: none"> Lighting Controls Acceptance Test Technician Edison Customer Technology Application Center – multiple subjects
Robert Blancas	Program Manager III	<ul style="list-style-type: none"> 12 years of experience serving energy efficiency programs for municipal utility clients 8 years of experience managing day-to-day field operations for direct installation programs Certificates: <ul style="list-style-type: none"> CALCTP-AT Certified Acceptance Technician Non-residential Lighting Technician Environmental Protection Agency (EPA) Section 608 Technician Certification
Macario Ramos	Field Manager	<ul style="list-style-type: none"> 17 years of experience leading energy efficiency field teams





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INSTALLATION SERVICES FOR OUTDOOR LIGHTING PROGRAM

		<ul style="list-style-type: none"> • Certificates: <ul style="list-style-type: none"> ○ Non-residential Lighting Technician ○ EPA Section 608 Technician Certification ○ Building Performance Institute (BPI) Analyst
Chris Medina	Building Inspector/Lead Energy Assessor	<ul style="list-style-type: none"> • 17 years of experience providing commercial outreach services for municipal energy efficiency programs • Conducted more than 4,000 non-residential energy assessments
Eduardo Callau	Building Inspector/Lead Energy Assessor	<ul style="list-style-type: none"> • 12+ years of marketing and outreach experience for small business direct installation programs • Conducted more than 4,000 non-residential energy assessments
Grace Lievanos	Program Coordinator	<ul style="list-style-type: none"> • 12+ years of experience providing administrative support for energy efficiency programs
Thomas Rugh	Engineer	<ul style="list-style-type: none"> • 2+ years of technical engineering project experience • Conducted ASHRAE Level I and II Audit reports for multiple public utilities • 2+ years of experience with utility rebate programs, program development, estimating, and equipment field testing
Colin Kay	ITS Manager	<ul style="list-style-type: none"> • 9 years of experience supporting and facilitating the design and construction of information technology systems
Sharry Heberer	Application Developer	<ul style="list-style-type: none"> • 15+ years developing, implementing, and troubleshooting organizational information systems
Lance Olinger	Application Developer	<ul style="list-style-type: none"> • 20+ years of ITS experience • 11 years of experience designing custom web-based applications and database tools for energy efficiency programs





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CYNTHIA BRUNO RAFFERTY	
Job Title	Chief Executive Officer
RHA Office Location	Fresno, California
Phone Number and Email Address	(559) 573-3544 cbrafferty@rhainc.com
Role	Cynthia will provide executive leadership and oversight to ensure the City of Riverside's strategic vision, goals and objectives are executed in accordance with contractual requirements.
Description of Experience	Cynthia is an accomplished executive with more than 22 years of corporate leadership and project management experience. An innovative and strategic thought leader, Cynthia knows what it takes to successfully design, manage, and implement complex energy efficiency programs. She provides executive oversight and leads development efforts on RHA's diverse portfolio of programs. With more than a decade of experience overseeing large-scale projects, she is recognized as a reliable, flexible, and dedicated executive partner to RHA's clients.

GABRIEL PEREDO (Primary Point of Contact)	
Job Title	Director, Southern California Energy Programs
RHA Office Location	Santa Fe Springs, California
Phone Number and Email Address	(626) 435-0217 gperedo@rhainc.com
Role	Gabriel will provide operational oversight and strategic direction to program staff members and serve as the City of Riverside's primary point of contact.
Description of Experience	<p>Gabriel is a skilled electrical engineer with more than 15 years of experience managing energy efficiency programs and projects. Since 2009, Gabriel's direct installation teams have conducted energy assessments and installed energy efficiency measures for more than 13,000 commercial customers throughout Southern California. Gabriel has also served as both a project manager and operations director on energy programs for several municipal and investor-owned utilities, including Southern California Public Power Authority (SCPPA), Southern California Edison (SCE) and the Southern California Gas Company (SoCalGas®).</p> <p>Throughout his tenure at RHA, Gabriel has overseen nearly two dozen energy efficiency contracts for municipal utilities of the following program types:</p> <ul style="list-style-type: none"> • Lighting retrofits (non-residential) • Commercial and residential energy efficiency direct install programs • Small business refrigeration programs • Comprehensive surveys, including ASHRAE level I, II and III audits • Third-party verifications • Compressed-air system projects





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INSTALLATION SERVICES FOR OUTDOOR LIGHTING PROGRAM

ROBERT BLANCAS	
Job Title	Program Manager III
RHA Office Location	Santa Fe Springs, California
Phone Number and Email Address	(626) 363-2546 rblancas@rhainc.com
Role	Robert will provide management and general oversight of the program and installation teams. He will also support energy assessments and the development of savings calculations for customer payback analyses and reporting.
Description of Experience	Robert brings 12 years of experience supporting and managing the day-to-day operations of direct installation and retrofit programs for more than a dozen SCPPA members. These programs deliver energy audits, construction management services, energy efficiency measures, savings calculations, and lighting upgrades to commercial and municipal customers. In addition to leading program activities like scheduling, staff management and quality assurance, he also provides extensive support on budget management, reporting and training. A skilled trainer and operations manager, Robert serves as a subject matter expert and mentor to administrative staff, field teams and program subcontractors. Additionally, he holds energy industry-related certifications from several organizations, including the BPI, CalCERTS and the EPA.

MACARIO RAMOS	
Job Title	Field Manager
RHA Office Location	Santa Fe Springs, California
Phone Number and Email Address	(626) 435-0217 mramos@rhainc.com
Role	Macario will manage field staff, scheduling and delivery of lighting retrofit services. He will also provide program reporting and contract management.
Description of Experience	Macario holds a master's degree in Business Administration, he has worked for over 17 years supervising energy efficiency field teams. He brings a wealth of experience training and supervising field staff, managing project scheduling for field teams, coordinating, and tracking daily field projects, auditing program records, and resolving customer issues and complaints. He also holds a California DIR Division Labor Standards Enforcement Non-Residential Lighting certificate, a BPI Building Envelope and Analyst certification and an EPA 608 Universal Technician certification.





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INSTALLATION SERVICES FOR OUTDOOR LIGHTING PROGRAM

CHRIS MEDINA	
Job Title	Building Inspector/Lead Energy Assessor
RHA Office Location	Santa Fe Springs, CA
Phone Number and Email Address	(626) 435-0217 cmedina@rhainc.com
Role	Chris will perform customer outreach and energy assessments.
Description of Experience	For over 17 years, Chris has supported energy programs for municipal utilities in Southern California. During his tenure at RHA, he has conducted more than 4,000 energy assessments for commercial energy efficiency programs.

EDUARDO CALLAU	
Job Title	Building Inspector/Lead Energy Assessor
RHA Office Location	Santa Fe Springs, CA
Phone Number and Email Address	(626) 435-0217 ecallau@rhainc.com
Role	Eduardo will perform customer outreach and energy assessments.
Description of Experience	Eduardo has worked on energy and water efficiency programs for more than 12 years. As an energy specialist, he has completed over 4,000 assessments for energy efficiency programs in Southern California.

GRACE LIEVANOS	
Job Title	Program Coordinator
RHA Office Location	Santa Fe Springs, California
Phone Number and Email Address	Phone: (626) 435-0217 glievianos@rhainc.com
Role	Grace will provide general administrative support, appointment scheduling and project monitoring.
Description of Experience	For more than 12 years, Grace has provided administrative support to several commercial energy efficiency programs. She has experience using a variety of database tools to help support field services by scheduling and monitoring energy assessment activities.

THOMAS RUGH	
Job Title	Engineer I
RHA Office Location	Santa Fe Springs, California





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THOMAS RUGH	
Phone Number and Email Address	(626) 956-5336 trugh@rhainc.com
Role	Thomas will provide engineering analysis and support reporting efforts.
Description of Experience	Since mid-2019, Thomas has provided engineering support on several aspects of the commercial energy audit process, including energy savings calculations, payback analysis and customer reporting. He also contributes to research and development projects for energy efficiency programs in Southern California.

COLIN KAY	
Job Title	ITS Manager
RHA Office Location	Fresno, California
Phone Number and Email Address	(559) 573-3614 ckay@rhainc.com
Role	Colin will support program data gathering, tracking and information sharing tools.
Description of Experience	Colin has nine years of experience supporting and facilitating the design and construction of information technology systems. Experienced in systems development for energy programs, Colin will leverage his strategic perspective and knowledge of varying systems and options to support RHA's development of systems and tools.

SHARRY HEBERER	
Job Title	Application Developer
RHA Office Location	Fresno, California
Email Address	sheberer@rhainc.com
Role	Sharry will support the development and customization of the existing program database and tools.
Description of Experience	Sharry has more than 15 years of experience developing, implementing, and troubleshooting organizational information systems. This includes web-based applications for many comprehensive audit and direct installation programs implemented by RHA for SCPA Members. She has extensive experience in front-end and back-end web development including security implementation, client site development, web server and database administration. Sharry works in partnership with program operations teams and other end-users to develop customized technical solutions to fulfill each client's specific requirements.





LANCE OLINGER	
Job Title	Application Developer
RHA Office Location	Chico, California
Phone Number and Email Address	(530) 591-9041 lolinger@rhainc.com
Role	Lance will support the development and customization of the existing program database and tools.
Description of Experience	Lance has more than 20 years of experience developing, implementing, and troubleshooting organizational information systems. This includes web-based applications for many comprehensive audit and direct installation programs implemented by RHA for SCPA Members. He also has extensive experience designing and managing dynamic database solutions and "front end" web-based applications supporting RHA's energy efficiency programs. Lance works in partnership with program operations teams and other end-users to develop customized technical solutions to fulfill each client's specific requirements.

D.1 SUBCONSULTANTS

RHA does not anticipate using subconsultant support. However, if we do need to engage subconsultants, we are experienced at recruiting, training, and managing them. We also have an existing network of qualified and experienced contractors we can contact should the need arise. RHA will seek approval from RPU before engaging any subconsultants.

