

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

STAPLES & ASSOCIATES, INC.

[Consultant Administered Refrigerated Load Program – RFP No. 2138]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 8th day of AUGUST, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and STAPLES & ASSOCIATES, INC, a Wisconsin corporation authorized to do business in California (“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 Refrigerated Load Program – RFP No. 2138 (“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 (1) 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 Two Hundred Fifty Thousand Dollars (\$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

Staples & Associates, Inc.
Attn: Scott Landrum
19420 Aerodyne Way, Suite A
Bakersfield, CA 93308

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

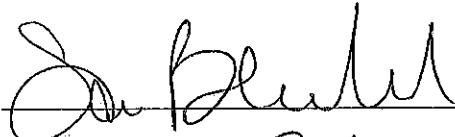
Exhibit "C" - Key Personnel

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

STAPLES & ASSOCIATES, INC.,
a Wisconsin corporation authorized to do
business in California

By: _____
City Manager


By: 

SANDRA BLACKWOOD
[Printed Name]
CFO

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

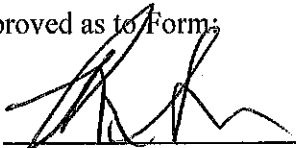
By: 

Nathan Beer
[Printed Name]
COO, VP

[Title]

By: 

Ruthann Salera
Chief Financial Officer

Approved as to Form:
By: 

Ruthann Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A

Refrigerated Load Program Scope of Services

Program Description

The Refrigerated Load Program targets customers with significant refrigerated food and beverages storage such as mini-marts, delis, convenience stores and restaurants. The program offers the direct installation of energy efficiency measures such as air curtains, cooler gaskets, automatic door closures, LED case lighting retrofits and high-efficiency motor upgrades.

Contract Management

- a. 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.
- b. Invoicing
 - a. Monthly invoices will be submitted to RPU for projects completed. Invoices will associate all project costs issued under the Agreement.
- c. 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.
- d. 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 in access for RPU Program Manager
 - c. Database must have the capability to produce monthly reports that are compatible with ESP Portfolio

e. 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. Refrigerated Load 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.

1. Quality Assurance / Quality Control

- a. All materials installed under this Agreement are 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 accounted for in the building and that the measures are installed and working properly.
 - ii. In the event 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 Refrigerated Load Program Measures and Pricing Format for Submission:

Statement of Understanding and Approach

Staples Energy understands the requirements of the RFP and the services that will be provided. Staples Energy has implemented turnkey programs that have included refrigerated load measures like the RPU Refrigerated Load program for the past 10 years for several investor-owned and municipal utilities. Our knowledge and understanding of this program is informed by our past experiences and augmented by our experience in working on programs that are very similar.

Staples Energy has experience with assisting utility clients with initial program design, planning, budget analyses, incentive levels and technical input specific to measure guidelines and requirements. For example, in implementing Pasadena Water & Power's Water & Energy Direct Install Program (WeDIP) offering, we worked with PWP to identify program savings goals and incentive levels, provide input on program outreach target areas, and maintain focus on savings and customer service goals. In WeDIP specifically, we have served nearly 100 customers with the installation of ECMs, evaporator fan controls and anti-sweat heater controls. These customers are typically in the restaurant or convenience store markets.

In our experience, utility programs are most successful when the implementer and utility establish a pattern of clear and consistent communications. This helps all parties clearly understand each other's goals and vernacular, and leads to a properly run program that proactively identifies issues before they can grow. Further, consistent reporting in line with RPU's desires will contribute to program success. We are proposing regular meetings between RPU's program manager and Staples Energy's program manager to ensure we are exceeding all expectations.

CONTRACT MANAGEMENT

Development of Program Scopes and Budgets

Proposed program manager Ofelia Licea will organize the initial program kick off meeting between key stakeholders from RPU and Staples Energy. We will produce an agenda and allow time for discussion around program parameters that may have shifted since the release and review of the RFP responses. The kickoff meeting will include an informative presentation on Staples Energy's planned approach to the refrigerated load program and will provide meeting follow-up action items as well as meeting minutes and responsible parties for completion of to-dos.

Based on feedback from the initial kick-off meeting, Staples Energy will produce a Program Implementation Plan (PIP) to serve as a guide for program delivery. The PIP will address all items noted in the RFP document including measure management, program goals, implementation specifics, performance metrics, marketing and outreach, workflow, and an operations manual component.

The PIP serves as a great guide for the program and clearly outlines roles, responsibilities, expectations, and deliverables. Staples Energy will submit an initial draft and will revise until the final document is satisfactory for all parties.

Invoicing

Due to our past working experience with municipal utilities, we understand the invoicing needs and requirements and have the systems in place to invoice RPU once per month for all work that has been completed. RPU will be invoiced a flat fee per measure installed, thus simplifying the process. We will facilitate RPU's stated reporting needs on a monthly basis due to the integration of Energy Snapshot into our program delivery.

Budget Tracking

Program budget will be continuously monitored using Staples Energy's proprietary Energy Snapshot program management tool. Program-to-date expenses to budget are updated in real-time for accurate analysis by the Staples Energy program manager and RPU staff. Additionally, Staples Energy can program total and per-project budget caps into Energy Snapshot as additional means to ensure financial limits of the program are not exceeded. Energy Snapshot will also track year-to-date totals and invoices will indicate kWh savings.

Program Management Database

Staples Energy has refined our proprietary Energy Snapshot software to manage the 1,300+ commercial and 10,000+ residential customers we serve annually, allowing us to seamlessly track a customer's journey throughout enrollment and ensure program procedures are met. Our auditors use Energy Snapshot in the field to gather customer enrollment data, all required audit information, existing measures, proposed measures, utility data, and other relevant information to provide customers with an overview of the energy savings potential in their building. The software platform includes field data gathering, audit reports, budget tracking, program metrics tracking, crew work orders, and marketing and sales (CRM) components. This database is currently in use for the programs we deliver on behalf of Pasadena Water & Power, SDG&E, PG&E, Turlock Irrigation District, ComEd (northern Illinois), Ameren Illinois and other utilities we serve.

The refrigerated load program's instance of Energy Snapshot will be customized to include program-specific goals, measures, incentives, budgets, project workflows and more. Real-time and monthly reporting will also be managed via Energy Snapshot. Staples Energy will provide RPU with a login to the software, giving direct access to your program data. Metrics tracked will include but are not limited to site evaluation date, site assessments, measures installed and any installation notes.

Energy Snapshot also generate monthly reports per ESP Portfolio requirements. These reports can be delivered via a secure FTP site or API.

Please refer to page 8 for screenshots of select Energy Snapshot capabilities.

Subconsultant Management

Staples Energy is not proposing to use any subconsultants for the refrigerated load program.

PROGRAM DELIVERY

Program Development

During the program's development phase, Staples Energy will pre-order product and material, train RPU and Staples Energy staff on program delivery specifics, complete customization and testing of the program management database, and develop all marketing and program collateral to ensure a seamless program launch. All marketing materials and program collateral will be approved by RPU prior to use.

Staples Energy began as a marketing company and started marketing energy efficiency to homebuyers (energy efficient mortgages) in 1998; this experience gives an informed approach to our marketing efforts. We use marketing efforts that provide the best return in order to keep administrative costs low.

In support of the program, we will develop the following materials to inform and educate customers about the program and about energy efficiency and conservation, and guide additional marketing strategy:

- + Program fact sheet: Detailing the program process and benefits.
- + Program summary: One paragraph about the program, eligibility and how to enroll. This text will be approved by RFP and can be used in newsletters or social media posts.

Customer Recruitment

Our boots-on-the-ground approach to RPU's program will build trust with decision makers and provide one-on-one education personalized to each business. The following are key components of our customer recruitment strategy

- + Clear communications with customers, including education on program specifics.
- + Easy-to-understand customer report that shows results of site evaluation as well as recommended upgrades and any available incentives.
- + Program fact sheet that details the program process and benefits.
- + Program summary: One paragraph about the program, eligibility and how to enroll. This text will be approved by RPU and can be used in newsletters or social media posts.
- + Introduction letter sent on behalf of RPU.
- + Postcard mailings to highlight benefits and ease of participation. Colorful, oversized postcards with a simple message and strong call to action are easy for readers to scan and digest, effectively building recognition of the program.
- + Boots-on-the-ground outreach supported by mailings and phone calls.
- + Consistent follow up with decision makers to move projects forward.
- + Scheduling of site visits based on customer convenience.

Staples Energy also has a bilingual call center to field incoming customer calls in both English and Spanish. The call center will be used to manage incoming calls and also to make outgoing calls to schedule installation services.

Refrigerated Load Site Evaluation Report

Staples Energy will use our proprietary Energy Snapshot software to gather site data and upgrade opportunities. All evaluations will culminate with a site evaluation report provided to the customer (Figure 1), detailing project costs, any applicable copay, RPU incentives, energy and monetary savings estimates, as well as the cost of not making upgrades (attributed to lost energy savings).

Our energy specialists will review the findings with the customer and work with them to develop a plan for upgrades based on return on investment and savings. Communicating these benefits up front in a clear and concise manner aids the customer in the decision-making process and builds the perception that efficiency is easy and accessible. Our auditors will also provide consistent follow up with customers who need more time to make a decision.

All signed customer reports will be stored and submitted to the RPU program administrator for documentation and tracking of project pipeline.

The sample Energy Snapshot screen shots in Table 1 highlight a few of the tool's functionalities. RPU's refrigerated load program

instance of Energy Snapshot will be customized to program specifics. We have included samples in order to show the flexibility and customization that is available.

ENERGY ASSESSMENT

PRESENTED BY
Energy Snapshot
The efficiency

CALL: 800.555.5555
CELL: 955.555.5555
TEXT: 955.555.5555

COMPANY NAME

CONTACT: FIRSTNAME LASTNAME

ISSUE DATE: 8-3-19

Company Address 1 Office: 955.555.5555
Company Address 2 Fax: 955.555.5555
Company Address 3

Email: contact@makeitelectrified.com
Building Owner/Client Office

PROJECT SUMMARY

Project Cost (Materials and Labor):	\$5,867.00
Additional Fee (1% Rental):	\$500.00
Processing Fee:	\$0.00
Total Cost:	\$6,367.00
Focus On Energy Incentives:	(\$3,746.00)
Customer's Total Copayment:	\$2,621.00

Receive a total project discount of: **79% OFF**

Potential payback in as little as: **6 MONTHS**

Estimated annual energy cost savings: **\$5,231.10**

ACT NOW! This proposal is valid 30 days from assessment date

Daily Cost of Waiting: \$4.79 Monthly Cost of Waiting: \$145.74

Staples Energy - Energy Snapshot Report # 833374
©2019 Staples Energy Group, Inc. All Rights Reserved | 1-800-555-5555 | 955-555-5555

Staples Energy
Solutions for your business

Figure 1

Energy Snapshot Customer Assessment

The cover page of the customer's assessment gives an easy-to-understand overview of the benefits of energy efficiency upgrades.

Table 1: Energy Snapshot Sample Screen

Description

Contact Info
 Eligibility
 Incentive Program & Measures
 Approval
 Inspections

Name Sample School
Address
City
Phone 888 888-8888
Business Class Other
Tax ID
Owner's Name Sample School
Owner's Email
Owner's Title

Customer data is entered into Energy Snapshot during the survey process. Data can be entered on a laptop or an iPad.

Contact Info
 Eligibility
 Incentive Program & Measures
 Approval
 Inspections

Annual Operating Hours 2000
Building Type High School
System Footage
Electric Provider
Rate 0.11 **# of Meters**
Electric Account #
Gas Provider
Gas Account #

Energy Snapshot can gather site information such as square footage and building type.

Building Information
Hours of Operation
 Hours Per Day 10 Days Per Week 7 Annual Oper. Hours 3640

Agriculture Producer
 Dairy
 Livestock
 Greenhouse
 Crop Farming
 Other

Grocery/Convenience Store
 Food Service
 Government
 Federal/State
 Municipal/County
 Native American

Multifamily
 Apartment
 Condominium
 Mixed Use
 # of Buildings
 # of Units

Education
 College/University
 Preschool/Day Care
 Private K-12
 Public K-12
 Technical College

Healthcare
 Clinic
 Hospital
 Skilled Nursing
 Other

Religious Worship
 Retail
 Service
 Water / Wastewater
 Other

Financial Institution
 Hotels & Lodging
 Manufacturing (product)

Other Information
 Refrigeration Equipment Present
 Commercial Food Equipment Present
 Square Footage

Is this assessment for new construction?
 Yes
 No

Staples Energy can customize an expanded survey to gather extensive details about the program's customers.

Add a New Measure

Measure Name

EC Motor for Reach-in Freezer (<=20 degrees F)

EC Motor for Walk-in Cooler

EC Motor for Walk-in Freezer (<=20 degrees F)

Evaporator Fan Controls

Search Cancel Next >

The energy specialist selects measures from a dropdown list. Measure recommendations are based on the customer site's existing equipment. Only measures specifically approved by RPU for the program will be available.

SP	Measure Name	Location	Revenue	Cost	Net Savings	Start Date	End Date
1	EC Motor for Reach-in Freezer (<=20 degrees F)	12345 Main St, City, State	\$100	\$20	\$80	1/1/10	12/31/10
2	EC Motor for Walk-in Cooler	12345 Main St, City, State	\$200	\$100	\$100	1/1/10	12/31/10
3	EC Motor for Walk-in Freezer (<=20 degrees F)	12345 Main St, City, State	\$150	\$75	\$75	1/1/10	12/31/10
4	Evaporator Fan Controls	12345 Main St, City, State	\$100	\$20	\$80	1/1/10	12/31/10

The measure summary screen shows measure-specific savings, incentives and other specific data including installation location and product details.

Project Logistics

Once a customer signs the evaluation report showing their approval to move forward with the project our team generates a project work order and schedules installation. Typically, installation will take place within two to three weeks of project approval, if not sooner. The auditor who sold the project will receive targeted install dates from the customer for scheduling based on customer convenience. Staples Energy understands that customers' business operations come first, therefore we make every effort to be flexible and take note of customers' operational schedules. For example, when working with convenience or grocery stores, it's important to avoid scheduling installations for the week leading up to holidays such as Thanksgiving, July 4th and Memorial Day, to avoid impact on food and beverage sales.

Any necessary material not currently warehouse will be ordered. Staples Energy maintains a warehouse of program-specific product to provide customers with quick installation turnaround times. We typically have about \$500,000 in product warehoused across our various locations, and the majority of products listed in RPU's pricing spreadsheet are already warehoused by Staples Energy. Our relationships with manufacturers and distributors can help us secure additional products needed in a timely manner.

Once a project is scheduled, all funds assigned to the project will be deducted from the overall budget to prevent oversubscription. Energy Snapshot clearly identifies allocated and pipeline funds in the database for real-time tracking.

Energy Snapshot will use project statuses to trigger different program actions, such as:

- + "Pending Installation" status: Reservation of project funds; project work order created.
- + "Ready to Install" status: Contact customer to schedule project.
- + "Install Complete" status: QA/QC visit and project invoicing.

Retrofit Installations

Our installation crews arrive at the client site in branded vans with branded apparel and ID badges. They will introduce themselves as representatives of RPU and will conduct the installation in a timely manner with a focus on safety, cleanliness, and customer convenience and satisfaction. Upon completion, the customer will sign a project completion form. If challenges arise where the install cannot be completed in one day, the customer will be informed of the project completion schedule, and we will make every effort to schedule the remainder of the project at the customer's convenience.

Quality Assurance / Quality Control

Staples Energy conducts thousands of commercial installations annually. These installations include a post-job walk through with the customer and crew leader to ensure that all measures were installed to the customer's satisfaction. Additionally, Staples Energy's QA inspector will conduct an on-site inspection of 20% of jobs at a minimum; the remaining 80% will receive a customer satisfaction survey. All work orders will be entered into our internal database to verify which measures were installed and to reconcile our database.

If and when an issue is identified, a resolution will be in place within two business days unless there are extenuating circumstances. All QA visits are tracked in Energy Snapshot along with results of customer satisfaction surveys.

Staples Energy will only install measures that meet UL, ETL, DLC and Energy Star requirements. We will also follow, at a minimum, the material and labor warranty. Labor is guaranteed for two years.

As our staff works in the field, we can gather testimonials from participating program customers. Testimonials help build up the program's reputation, leading to greater customer participation. They may also benefit RPU internally as they can be used to inform stakeholders about program success.

PROGRAM METRICS

Staples Energy will track all required program metrics and will provide RPU with monthly reports as well as fiscal year reports. We are also able to provide additional reports on other necessary metrics that may be beneficial to RPU. This may include zip codes or DAC areas served or other helpful information.

Our proprietary Energy Snapshot platform allows for real-time, monthly, quarterly and annual reporting in Excel and PDF format, or other formats as needed.

On a program level, we will provide RPU with reporting on the following categories:

- + Number of audits/evaluations.
- + Monthly, program-to-date total, and year-to-date total customers served/installs.
- + Monthly, program-to-date total, and year-to-date total customers declined.
- + Monthly, program-to-date total, and year-to-date total savings (kWh, kW, Therms, GHG reduction, and demand reduction).
- + Monthly, program-to-date total, and year-to-date total expenditures and invoices.

- + Monthly, program-to-date total, and year-to-date total remaining budget.
- + Measures and services provided per customer.
- + Quantity of each measure installed.
- + Progress to program goals and metrics.
- + Customer participation by market segment.

Additional reporting can be developed if other metrics are necessary to track.

ADDITIONAL DETAILS

Customer Convenience and Satisfaction

Good customer service is the first step in achieving high customer satisfaction. Staples Energy trains its staff in customer service procedures and protocols designed to foster effective communication and ensure that measures are installed in a timely fashion with minimal disruption to the customer's business.

Staples Energy will call 80% of the participating business owners following completion of their installation to conduct a customer satisfaction interview. During the interview, Staples Energy will solicit feedback regarding the energy audit, customer education, installation of measures, demeanor of the energy specialist (auditor), inclination for making future retrofits and general customer satisfaction with the project.

All data generated through the customer satisfaction surveys will be collected in the Staples Energy database, managed and trended throughout the duration of the program. These insights will be reviewed to create ongoing improvements to the customer experience.

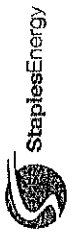
Guarantee of Work

Staples Energy warrants all its work for two years and provides the customer with the manufacturer's warranty on all installed products.

This practice is in line with Staples Energy's core value of integrity. To us, integrity means we do what we say we're going to do. In the work we do, this translates to standing by the work and quality that was promised to the customer. In the event of any error made to audit reports, financial summaries or other deliverables, the work will be corrected at Staples Energy's expense at no additional cost to the program end customer.

EXHIBIT "B"

COMPENSATION



City of Riverside RFP 2138: Consultant Administered Refrigerated Load Program

Item	Quantity	Unit	Manufacturer	Model	Estimated Bid Value	Proposed Equipment	Manufacturer	Model	Estimated Bid Value	Quantity	Unit	
ASH Controller: Coolers	1	\$	129.69	\$	340.99	393.92	GreenWize	GWMTASHC	864.80	18	18	
ASH Controller: Freezers	1	\$	129.69	\$	340.99	393.92	GreenWize	GWMTASHC	864.80	18	18	
Auto Door Closer: Walk-in	1	\$	34.11	\$	79.55	96.73	American Electric Co.	1109400003/1109400027	207.39	38	38	
Auto Door Closer: Walk-in	1	\$	34.11	\$	79.55	96.73	American Electric Co.	1109400003/1109400027	207.39	38	38	
Door Gasket	1	\$	5.04	\$	3.41	25.13	Master-Silt	37-00860	33.58	100	100	
Strip Curtain: Walk-in	1	\$	21.03	\$	63.50	55.66	Strip-Curtains.com	STRIPCURTAIN	140.20	35	35	
ECM Motor: Controller	1	\$	56.19	\$	132.99	138.42	American Electric Supply	LEDONE	374.59	19	19	
LED Canopy Light	1	\$	47.53	\$	95.48	179.88	American Electric Supply	LEDONE	374.59	19	19	
LED Case Light	1	\$	21.80	\$	38.75	84.32	Mr. Energy	PK7B-180D-EC (150W49800180)	106.65	75	75	
Programmable EC Motor (3/4 HP, 5.6A)	1	\$	102.89	\$	224.85	358.18	G.W. Berkhelmer	10665	695.92	0	0	
Programmable EC Motor (1/2 HP, 4.0A)	1	\$	81.44	\$	151.92	329.59	G.W. Berkhelmer	10665	542.95	0	0	
Programmable EC Motor (1/3 HP, 2.6A)	1	\$	101.57	\$	179.55	355.42	American Electric Supply	5SMES9HLEHZ77	677.11	0	0	
Programmable EC Motor (1/3 HP, 2.6A)	1	\$	90.45	\$	227.93	341.80	American Electric Supply	5SMES9HLEHZ77	677.11	0	0	
Programmable EC Motor (1/2 HP, 4.0A)	1	\$	108.46	\$	237.93	358.95	American Electric Supply	5SMES9HLEHZ77	677.11	0	0	
Programmable EC Motor (1/2 HP, 4.0A)	1	\$	104.18	\$	230.45	359.91	American Electric Supply	5SMES9HLEHZ77	677.11	0	0	
Q-Sync Motors (1/25 HP), replacing standard motor	1	\$	87.72	\$	159.13	337.95	Q/M Power	QSM50-1A-CCW	584.91	0	0	
Q-Sync Motors (1/25 HP), replacing EC motor	1	\$	87.98	\$	160.26	338.31	Q/M Power	QSM50-1A-CCW	584.91	0	0	
Q-Sync Motors (1/47 HP), replacing standard motor	1	\$	82.48	\$	136.40	330.97	Q/M Power	QSM50-1A-CCW	584.91	0	0	
Q-Sync Motors (1/47 HP), replacing EC motor	1	\$	82.48	\$	136.40	330.97	Q/M Power	QSM50-1A-CCW	584.91	0	0	
Horizontal Case Lighting (T8 LEDs)	1	\$	11.37	\$	39.84	24.30	Mahlite/Sarco	LSS1XTRUSF4802/S9978	75.46	195	195	
Other T8 Lighting Upgrades to T8 LEDs	1	\$	3.17	\$	4.95	13.44	Sarco 2200L	S9978	21.16	573	573	
Wi-Fi Enabled Thermostat	1	\$	78.32	\$	284.14	159.88	Google	Nest Learning Thermostat	521.15	18	18	
										Estimated Bid Value		\$ 199,983.21

EXHIBIT "C"

KEY PERSONNEL

Consultant Personnel

OFELIA LICEA, PROGRAM DIRECTOR | 626.206.0745 ext. 7002

Experience Summary: Staples Energy is proposing Ofelia Licea as the City of Riverside and RPU's designated program manager, overseeing day-to-day program operations including reporting, sales, installation, scheduling and outreach. She has a team of administrative professionals to assist with scheduling, and will coordinate with our marketing director on outreach and program promotion. Ofelia has three years of experience in the energy efficiency field and is based in Pasadena, providing close account management to the City of Riverside/RPU and familiarity with the local market.

JOE GRAF, VP OF OPERATIONS | 858.252.1000

Experience Summary: Staples Energy's VP of Operations Joe Graf will serve as program supervisor and executive sponsor for the City and RPU, providing strategic guidance and support for the program. This position provides redundancy in the even the program director is unavailable. Escalated issues will be direct to Joe. Joe has more than 6 years of experience in the energy efficiency industry. As VP of Operations, his role is to manage and direct all operations in California. He works in conjunction with local utilities on state- and utility-funded energy efficiency programs, ensuring the programs hit goals and benchmarks while maintaining high standards.

Licenses and Certifications: B.S. Environmental Science

SCOTT LANDRUM, CEO | 661.426.6106

Experience Summary: Scott has over 27 years of experience in the energy efficiency industry. He has unique insight as Staples Energy's CEO thanks to his past experience installing energy efficiency measures, supervising installation crews and later directly managing energy efficiency programs administered by California IOUs. He will serve as a final point of escalation for any challenges if they should arise during the course of the program.

Licenses and Certifications: CSLB 905806 (General B, C10, C20, C36); IOU training (NGAT, home weatherization, dual pane window installation, attic insulation, home energy audits, BPI certification).

RICK PANTEN, MARKETING DIRECTOR | 262.522.8900 ext. 2005

Experience Summary: Rick has 20 years of experience in marketing and communications for energy efficiency programs for utilities of all sizes. In a testament to his reliability and attention to detail, Rick is the main client contact on some of Staples Energy's longest served local clients. He'll be responsible for creating collateral and marketing strategies under the City's approval.

CALEB WITZANEY, PROGRAM ENGINEER | 661.324.0930 ext. 1015

Experience Summary: Caleb has more than 5 years of experience in the energy efficiency industry. Caleb's experience managing energy efficiency direct install programs and training project managers to use energy calculation tools contributes to his success as programs engineer. Throughout the program lifecycle, he supports savings estimates and budget forecasting reviews and validation. This role is also responsible for evaluating and forecasting cost-effectiveness and program TRC.

Licenses and Certifications: B.S. Engineering with minor in Energy Business and Finance

ANTHONY DELLOS, CHIEF TECHNOLOGY OFFICER | 661.426.2046

Experience Summary: Anthony is the principal architect of Staples Energy's Energy Snapshot SAAS offering, which will be used to administer the City of Riverside/RPU's program. He has developed numerous versions of Energy Snapshot for utility customers including SDG&E, Pasadena Water & Power, ComEd, Ameren Illinois and other utilities. Anthony has more than 7 years of experience developing energy efficiency program software and more than 20 years of experience in database engineering. He will customize an instance of Energy Snapshot specific to the refrigerated load program's measures, goals and reporting needs.

ENERGY SPECIALISTS

Specific Responsibilities: Our energy specialists conduct boots-on-the-ground marketing and outreach including energy audits, sales and customer support.

INSTALLERS

Specific Responsibilities: This team conducts the direct installation of energy efficiency measures per the customer-approved assessment. They follow program work orders to ensure accurate installations and work closely with our safety and quality director to deliver safe installations of the highest quality.

OUTREACH SPECIALISTS

Specific Responsibilities: Our outreach specialists assist with program marketing, enrollment and project scheduling.

ADMIN

Specific Responsibilities: Administrative staff assist with program tracking, reporting and invoicing, and are cross-trained as outreach specialists to serve as backup during regular outreach specialist staff absences or periods of high call volume/customer enrollments.