



CAC Item C7

Staff Report Item 18

TO: Ava Community Energy Board of Directors

FROM: Brett Wiley, Senior Program Associate

SUBJECT: Authorizing CEO to negotiate and execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program

DATE: July 17, 2024

Recommendation

Approve a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO To Negotiate and Execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program

Background and Discussion

Ava Community Energy (“Ava”) is working to increase adoption of zero-emission micromobility options that are safe, affordable, and reduce motor vehicle trips across our service area. The Ava Bike Electric Program (“Program”) will provide Ava’s customers, and residents of Alameda County, with the opportunity to get hands-on experience using electric bikes (e-bikes), while reducing the cost of ownership. The Program will have the following components:

1. **(optional) E-Bike Lending:** Ava aims to stimulate e-bike ownership beyond the financial limits of Ava’s ability to provide ongoing, long-term incentives. Therefore, Ava solicited proposals for e-bike lending that will allow residents to borrow an e-bike for short-term periods. Borrowing an e-bike and receiving bike & road safety training will enable participants to gain hands-on experience to determine if an e-bike could meet the needs of their daily activities. Unlike our plan last year, this lending program would leverage existing and growing local bike shops, who offer e-bike lending and provide an incentive voucher to participants to utilize those services. The intent of the lending program will be to increase awareness and enthusiasm for e-bikes, resulting in residents eventually

purchasing e-bikes and more likely by those who are not already primed to do so. While coordinated with the incentive program discussed below, there is no commitment on the participant to purchase an e-bike to utilize the lending program. NOTE: This offer is optional based on Ava staff capacity, successfully launching the e-bike ownership incentive, and customer needs. Ava will determine at a future date whether to implement this Program component or not. If not launched, the funding set aside for lending would be allocated to the ownership incentive.

- 2. E-Bike Ownership Incentive:** The incentive is intended to increase adoption and ownership of e-bikes in Ava’s service area. Incentives will be provided as point-of-sale vouchers and available at all income levels, with at least 40% of incentives dedicated to income-qualified customers on CARE/FERA electricity rates. The incentive amounts are indicated in the table below.

Customer Type	Base Incentive	Adders	Safety Equipment Voucher
CARE/FERA Customers	\$1,000	+\$500 Cargo or Adaptive e-bikes	\$100
All Other Customers	\$400		n/a

Table 1. E-bike incentives for qualified participants and eligible e-bikes.

Cargo and adaptive e-bikes have a higher incentive, since they tend to be more expensive, can offset more vehicle trips, and can provide mode-shifting options to people, who may not be comfortable using a traditional two-wheeled bicycle. Cargo e-bikes have increased weight capacity and an elongated frame & seats to especially help, for example, parents to travel with their kids in tow. Adaptive e-bikes are uniquely designed for those with mobility-related disabilities and can remove the barriers of biking for those who are dependent on additional equipment, such as a wheelchair, for mobility. Safety equipment vouchers for income qualified participants are expected to increase the likelihood that the additional expenses of helmets, locks, and lights are reduced at the point-of-sale for e-bikes, rather than an afterthought, further advancing more safe rides post-purchase.

As a result of this program, roughly 8,300 people would newly own an e-bike, with the primary purpose of mode shifting personal trips and work commute, while at least roughly 3,100 would be income qualified participants. If optioned, Ava has a budget for roughly 5,700 lending sessions. Ava will stagger incentive distributions, while randomizing selection, to ensure they last for a long duration of the Program and are fairly distributed.

While e-bikes rise in popularity, disparities exist in how common biking is based on where someone lives and who is riding those bikes across Ava's service area. In Alameda County, commuting by bike as the primary mode varies widely between Berkeley (5.9%), neighboring Oakland (2.0%), and Emeryville (3.0%), and there is even greater variation with Fremont (0.3%)¹. Across the Bay Area, those who commute on bikes are disproportionately male (2-to-1), white (61%), and affluent (25% earn more than \$225,000/year)².

Ava recognizes these disparities and barriers to bike commuting, as well as the opportunity this program provides to reduce those barriers. Ava will prioritize engaging those in harder to reach communities and have key performance indicators to track progress with Program participants that fully reflect the entire service area, instead of those who are likely to participate regardless of this Program.

2024 Request for Proposals

Ava issued a new RFP on March 20, 2024, to solicit proposals for program development and implementation of a consumer facing e-bike adoption program available across our growing service area, building on lessons learned from the work-to-date in the program, after ending the contract with previous implementer.

Ava received eight bids in response to its RFP for e-bike program implementers, of which five were conforming. None of the respondents applied to Ava's Fall 2022 solicitation, demonstrating the growing experience and market development in e-bikes since then. After reviewing bids and interviewing respondents, Ava selected the team led by APTIM as the primary implementer. APTIM is a private company with over 20 years of experience, over 3,000 employees worldwide (410 of which are in California), and extensive experience managing energy projects, including completing 1,600 in California over the past 10 years. They've also implemented three of the top e-bike programs in the U.S., including the largest nationally with the City of Denver. In total, they've distributed over 15,000 e-bike vouchers, over 5,000 safety equipment vouchers, and processed over \$15 Million in e-bike incentives across those three programs.

Ava believes APTIM will successfully implement the Program due to their e-bike program experience, program management expertise and infrastructure, flexibility to adapt and apply lessons learned across those they work with and the field, and a clearly outlined proposal and solicitation response that demonstrates ambitious yet realistic outcomes.

Coordination with Additional E-Bike Programs

The number of programs helping consumers access and own e-bikes continues to grow. In Ava's service area, comparable – but not the same – programs exist through the City of Oakland (short-term lending), City of Berkeley (long-term lending), and via an upcoming low-income incentive program through the State of California. Ava is working

¹ <https://www.vitalsigns.mtc.ca.gov/indicators/commute-mode-choice>

² <https://www.sfchronicle.com/bayarea/philmatier/article/One-place-where-white-men-still-reign-supreme-15084274.php>

closely with these partners and many others to ensure we are leveraging and supporting each other's programs, while filling in gaps (i.e. geographic, income levels) across peer programs to provide the best service for residents of Alameda County and our growing service area in San Joaquin County.

Fiscal Impact

The Consulting Services Agreement would be funded through the previous Board approved \$6,000,000 allocation to the Local Development Transportation Electrification budget for \$2,000,000 allotments in FY22, FY23, and FY24. These funds are derived from Ava's net revenue. Ava will also allocate an additional \$4,000,000 in funding via a previous Board approved and signed grant from the Alameda County Transportation Commission ("ACTC").

Attachments

- A) Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program
- B) Presentation
- C) Consulting Services Agreement
- D) Scope of Work, in final draft

RESOLUTION NO. R-2024-XX
A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A CONSULTING SERVICES AGREEMENT WITH
APTIM FOR THE AVA BIKE ELECTRIC PROGRAM

WHEREAS the Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of Ava and parties to the Joint Powers Agreement (“JPA”) in March of 2020. The city of Stockton, located in San Joaquin County was added as a member of Ava and party to the JPA in September of 2022. The city of Lathrop, located in San Joaquin County, was added as a member to Ava and party to the JPA in October of 2023. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS Ava seeks to support the adoption of electric bikes (e-bikes) across its service area to reduce vehicle miles traveled and reduce greenhouse gas and particulate emissions that disproportionately impact lower income and disadvantaged communities; and

WHEREAS Ava issued a Request for Proposals (“RFP”) for the Ava Bike Electric Program (“Program”) implementation in March 2024 and received a conforming bid from APTIM; and

WHEREAS The Program proposed by APTIM will leverage their market-leading experience and significantly increase e-bike usage and adoption in Ava’s service area; and

WHEREAS Ava has negotiated the scope, implementation timeline, goals, and budget to ensure a successful and transformative program that integrates lessons learned from Ava’s experience to-date and from other e-bikes programs; and

WHEREAS Ava has already allocated \$6 million dollars for an e-bike program through the annual budgeting process and will allocate an additional \$4,000,000 in funding via a previous Board approved and signed grant from the Alameda County Transportation Commission (“ACTC”).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AVA COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO, in consultation with staff and legal counsel, is hereby authorized to negotiate and execute a Consulting Services Agreement with APTIM for the development and implementation of the Ava Bike Electric Program with total compensation not to exceed \$10,000,000.

ADOPTED AND APPROVED this 17th day of July, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



Ava Bike Electric Program and Vendor Selection

Board Presentation
7/17/24



Ava issued a new e-bike program solicitation in March 2024, after cancelling the contract with the prior vendor due to poor performance prior to program launch. After a highly competitive bidding process, Ava selected a market-leading e-bike program vendor, APTIM.

With Board approval, Ava will leverage the work previously done on the program and lessons learned, for a more informed launch in December 2024.



Program Overview



Program Overview

Ava Bike Electric seeks to increase adoption of zero-emission micro-mobility options that are safe and affordable and to reduce motor vehicle trips across our service area. The program will provide an opportunity to get hands-on experience using e-bikes and reduce the cost of ownership, while partnering with peer programs in member jurisdictions and the State of California.

Target Segment: Ava customers or residents of Alameda County

Enrollment Goal: ~8,200 e-bike vouchers, ~3,000 safety equipment vouchers, and (optional) ~5,700 e-bike lending sessions

- At least 40% of e-bike vouchers and lending sessions for income qualified (CARE/FERA) participants with 100% equipment safety vouchers for those participants.

Target Launch Date: December 2024

Budget: \$10M, of which 80% for e-bike incentives and 20% for lending; and

- \$6M Ava Local Development budget, already approved by the Ava Board through the annual budgeting process for \$2M allocations in FY22, FY23, & FY24
- \$4M from Alameda County Transportation Commission (ACTC) grant agreement for e-bike incentives

Program Priorities

- Increase Ava awareness among our customers with a fully Ava branded marketing campaign that will be Ava's largest residential program so far
- Issue universal vouchers through a randomized selection mechanism for participation fairness and a smooth customer experience from interest to voucher redemption at local bike shops
- Ensure that at least 40% of the program benefits delivered to CARE/FERA income qualified participants
- Increase transportation mode shift among participants toward clean, active transportation and public transportation
- Demonstrate how e-bike lending could pedal participation for those who otherwise would not consider e-bikes and the program (optional based on Ava staff capacity and customer needs). If Ava does not execute the lending program, the funding will be used for additional e-bike incentives.



Solicitation Details and Why APTIM



Ava Bike Electric Solicitation Background & Overview

Background:

- RFP for a program implementer released on March 20, 2024
- Received 8 bids, 5 were conforming. No bidders applied to our Fall 2022 solicitation.
- Responses were evaluated based on:
 - Experience in managing scaled point-of-sale incentive programs, especially those with e-bikes
 - Understandings and ability to articulate how to leverage what's already been by developed by/for Ava in the first program's iteration
 - How the vendor would staff and resource this program as a high priority and maintain the program over its duration
 - Supply side engagement and retailer contracting plan
 - Competitive and performance-based pricing aligned with a reasonable & clear program budget

Recommendation:

- Select **APTIM** as Ava's program implementer
- Contract Term: through 2026
- Budget: \$10 million (previously approved in FY22, FY23, FY24) ⁷



Why APTIM



- **Market leading experience in e-bikes:**
 - Launched and manages 3 top programs in the U.S. including City of Denver
 - >20K vouchers processed totaling \$15.5M incentives
- **Clear program staffing plan, including 100% dedicated manager and coordinator**
- **98% of contract value based on impact delivered for participants**
 - Incentives: \$8.7M
 - Admin Fee: \$1.3M, of which 84% performance-based on incentives redeemed
- **Full demo of existing technology that neatly aligns with Ava’s program design**
- **Lending proposal (optional) leverages existing retailers, rather than new brick-and-mortar stores**
- **No changes to Ava’s standard agreement**



Requested Action:

Authorize CEO to negotiate and execute provided Agreement and final scope with APTIM

Financial impact: \$6M from previously approved Local Development budget, with additional \$4M from ACTC grant



Thank you!



Online

AvaEnergy.org

Phone

+1 833.699.3223

Email

customer-support@AvaEnergy.org

Social

[PoweredWithAva](#)

**Consulting Services Agreement for
Services By And Between Ava Community Energy Authority and
[Vendor's Legal Name]**

This Consulting Services Agreement (“Agreement”) is made this [xx] day of [Month], 202X (“Effective Date”) by and between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California (“Ava”) and [Vendor's Legal Name], a [legal form of business, state of formation, i.e. a California corporation] (“Consultant”) for the purpose of providing [brief description of services i.e. regulatory support, videography, etc] services to Ava. Ava and Consultant are herein referred to as “Parties” or individually as a “Party.”

Section 1. Recitals

1.1 Ava is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

1.2 Consultant possesses the skill, experience, ability, background, certification and knowledge to complete the Work described in this Agreement pursuant to the terms and conditions described herein.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through [termination date], unless terminated earlier pursuant to Section 8.

Section 3. Scope of Work/Compliance with Laws and Regulations

3.1 Consultant agrees to perform the scope of work (the “Work”) in Exhibit A in accordance with the compliance schedule in Exhibit B.

3.2 Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.

3.3 Consultant and its sub-suppliers, affiliates, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively “Subconsultants”) must comply with all federal, state and local laws and regulations in performing the Work under this Agreement.

Section 4. Consultant Staffing

Exhibit C contains a list of Consultant's project manager and all team members. Consultant will not change or substitute the project manager or any team members or add additional team members without consultation with Ava.

Section 5. Subconsultants

5.1 Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify Ava within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2 Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, maintaining insurance in compliance with the insurance obligations under Section 9, the Confidentiality requirements under Section 11 and indemnifying Ava under Section 12.

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is [\$\$\$\$].

6.2 If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to Ava on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed during that time. On all invoices, Consultant must include the contract number provided by Ava and the total compensation left on the Agreement after deducting the amount of the invoice. Notification to Ava is required once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) which is \$_____ for this Agreement. Invoices must be submitted to Ava by the 20th of the month following the month in which Consultant performed the Work.

6.3 If the Work under this Agreement is to be performed on a task or project basis, the Consultant will submit an invoice within thirty (30) days of completing the project to the satisfaction of Ava for full payment, unless other arrangements have been made.

6.4 Ava will not agree to pay any markups on Subconsultant services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant's bid, if applicable.

6.5 The following are conditions on Ava's obligation to process any payments under this Agreement:

6.5.1 If the Consultant is a U.S. based person or entity, the Consultant must provide to Ava a properly completed Internal Revenue Service Form W-9 before Ava will process

payment. If the Consultant is a U.S based person or entity but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant must provide Ava with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before Ava will process payment.

6.5.2 If the Consultant is not a U.S. based person or entity, the Consultant must provide Ava with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before Ava will process payment.

6.6 Ava agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to Ava by U.S. mail or electronic mail to AP@avaenergy.org. Invoices will be deemed received on the next business day following the date of transmission via electronic mail or three days after placement in the U.S. mail.

6.7 Ava, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of Ava's constituent members in connection with this Agreement.

Section 7. Records Retention and Ownership of Work Product

7.1 The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three years following termination of this Agreement.

7.2 Ava owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. "Work Product(s)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by Ava under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property rights arising from their creation will be and remain the property of Ava without restriction or limitation upon their use, duplication or dissemination by Ava. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

Section 8. Termination

8.1 Ava may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.

8.2 Ava may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If Ava terminates this Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess costs in addition to any other remedies available to Ava.

8.3 Upon termination for any reason, Ava has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. Ava has the further option to require Consultant to provide Ava any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.

8.4 Ava will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to Ava up to the date of written notice of termination. If Ava authorizes Consultant to continue performing the Work through the date of termination, Ava will pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, providing such services are in compliance with the Compensation/Budget in Exhibit E.

8.5 Upon termination of this Agreement, and at no cost to Ava, Consultant, its Subconsultants and anyone working for Ava under control of Consultant must return all Work Product to Ava. Consultant may only retain copies of the Work Product by express written permission of Ava.

Section 9. Insurance

9.1 Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by Ava, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2 Consultant agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Consultant must give Ava ten (10) days written notice and obtain Ava's written approval prior to making any modifications that would reduce its insurance coverage.

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

Section 10. No Discrimination or Conflict of Interest

10.1 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color religion, sex, sexual orientation, disability, race or national origin.

10.2 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify Ava immediately if it identifies any conflicts of interest Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

10.3 In accordance with the California Political Reform Act (Cal. Gov't Code section 81000 *et seq.*), Consultant will cause each of the following people performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently on an annual basis in conformance with the requirements of the Political Reform Act by filing the original with the Ava Clerk to the Board of Directors. Form 700 submissions should be sent to cob@avaenergy.org, with carbon copy to the AVA contact. Each of the identified positions must disclose interests in accordance with the AVA Resolution-2018-7, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement **does/ does not** require the Filing of Form 700 at this time.

Name	Position or Assignment

Section 11. Confidentiality

11.1 Except as authorized by Ava or as otherwise required by law, Consultant shall not disclose to any third party/ies any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and Ava staff. In the event Consultant receives a request from any third party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is prohibited from disclosing,

Consultant will immediately notify Ava and wait for direction from Ava before disclosing the information.

11.2 For the purposes of this Section 11, “third parties” refers to any person or group other than Ava staff and Board members. For example, “third parties” include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

11.4 The Parties acknowledge that this Consulting Services Agreement, and any future agreement between the Parties, will be subject to public disclosure under the California Public Records Act.

Section 12. Indemnity

12.1 Except with regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless Ava, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those Ava agents serving as independent contractors in the role of Ava staff (collectively “Ava Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgements, liens and losses of whatever nature (“Claims”) that arise, directly or indirectly, in whole or in part, out of or are in any way related to Consultant’s or Subconsultant’s performance or failure to perform the Work under this Agreement, regardless of whether the Consultant or its Subconsultants acted or failed to act intentionally, willfully, recklessly or negligently. Consultant agrees that its indemnity and defense obligations include all costs and expenses, including all attorney fees, expert fees, mediation, arbitration, or court costs in connection with the defense. Consultant further agrees to indemnify, defend, protect and hold harmless Indemnitees from and against any breach of this Agreement and any infringement of patent rights, trade secret, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by Ava’s use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.

12.2 With regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless the Ava Indemnitees from and against any and all Claims to the extent arising out of or resulting from Consultant’s or Subconsultant’s negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant’s proportionate percentage of fault.

12.3 Consultant’s obligations in Subsection 12.1 and 12.2 do not apply to the extent any Claim results from the negligence or willful misconduct of the Ava Indemnitees.

12.4 Except as limited by Subsection 12.2, Consultant's obligation to defend Ava applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

12.5 The Consultant's obligations under Section 12 applies regardless of the existence or amount of insurance the Consultant carries or has made available to Ava.

12.6 The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

Section 13. Consultant is an Independent Contractor

13.1 Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of the Ava and must not represent or act as the Ava's agent or employee. Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to Ava employees, and expressly waives any claim it may have to any such rights.

13.2 As an independent contractor, Consultant has complete control over its Subconsultants. Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

Section 14. Miscellaneous Terms and Conditions

14.1 Ava Authority.

The Chief Executive Officer or his/her designee is authorized to take all actions under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer's signing authority, termination or modification of terms.

14.2 Waiver.

Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by Ava to Consultant constitute or be construed as a waiver by Ava of any breach or default of this Agreement, nor will such payment prejudice any of Ava's other rights or remedies.

14.3 Governing Law.

Consultant and Ava agree that this Agreement will be interpreted under the laws of the State of California.

14.4 Venue.

Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 Audit Rights.

All records or documents required to be kept pursuant to this Agreement must be made available for audit at no cost to Ava, at any time during regular business hours, upon written request by Ava. Copies of such records or documents shall be provided to Ava at Ava's offices unless an alternative location is mutually agreed upon.

14.6 Recitals and Exhibits.

The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

14.7 Notices.

Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

AVA

Attn: [relationship owner]
Ava Community Energy
1999 Harrison Street, Suite 2300
Oakland, CA 94612
Email: [your email] @avaenergy.org
Phone: [your number]

Consultant

Attn: [relationship owner with vendor]
[Vendor legal name]
[Vendor address]
[Vendor address]
Email: [vendor relationship owner email]
Phone: [vendor relationship number]

14.8 Assignment.

Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without Ava's prior written consent. Ava, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement.

The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between Ava and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

14.10 Amendments.

Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

14.11 Government Claims Act.

Nothing in this Agreement waives the requirements to comply with the California Government Claims Act (Government Code Section 810 et seq.) , where applicable.

14.12 Severability.

If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.

14.13 Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.

14.14 No Party Deemed Drafter.

This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

14.15 Supplier Diversity.

Ava is required to report to the California Public Utilities Commission ("CPUC") on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Consultant agrees to document and provide information to Ava regarding Consultant's status and any engagement of women, minority, disabled veteran, and LGBT owned business enterprises in its completion of the Work under this Agreement. Specifically, Consultant agrees to complete Ava's Supplier Diversity

questionnaire, which may be updated or revised during the term of the Agreement, and otherwise reasonably cooperate with Ava to provide the information described above. Consultant shall provide such information in the timeframe requested by Ava and in no event later than January 31 of the year following the Effective Date of this Agreement.

Section 15. Authorized Signatories

15.1 Proper Countersignatures

Type of Entity	Authorized Signatories		
For a corporation:	Pursuant to California Corporations Code Section 313 proof of authority to execute the Agreement is established if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.		
	Column A	AND	Column B
	Chairman of the Board, or		Secretary, or
	President, or		Assistant Secretary, or
	Vice President		Chief Financial Officer, or Assistant Treasurer
For a general partnership, a limited partnership, or a limited liability partnership:	If the agreement is signed by any combination of persons other than those listed above or by an individual, then the agreement must be accompanied by a copy of the Board minutes, resolution, Corporate Secretary's certificate, or articles of incorporation stating that the signatories have the authority to bind the corporation.		
For a limited liability company (LLC)	All the general partners must sign the Agreement (a general partnership agreement is sufficient to establish the names of all general partners) unless the person signing the Agreement provides proof that he/she has authority to bind the partnership.		
For a sole proprietor, or a sole proprietor doing business under another name:	Copies of the following documents should be provided to establish who has authority to bind the LLC: (1) State Forms LLC-1 and LLC-12 if the company was formed in California; and (2) the operating agreement for the LLC – whether formed in California or another state.		
	Only the individual who owns the business can sign. Either a Fictitious Business Name Statement or a Business Tax Certificate is sufficient to establish the authority of an individual to bind a sole proprietorship.		

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

[VENDOR'S LEGAL NAME]

Legal form of business, state of formation

By _____

Title _____

Date _____

By _____

Title _____

Date _____

[*remove if chart in 15.1 confirms only one signature is required]

AVA COMMUNITY ENERGY AUTHORITY
A Joint Powers Authority

By _____

Title _____

Date _____

APPROVED AS TO FORM:

Ava Counsel

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Exhibit A

SCOPE OF WORK

[Draft Scope of Work here and remove italicized language below when finalizing]

A Scope of work should aim to be as concise as possible while ensuring all necessary details of the services are captured. A good Scope should include:

- *Summary of Services*
- *Purpose and Objectives of Services (This could be in narrative form and provide the general purpose of the services)*

And may include:

- *Definitions of any Critical Terms (Any definitions, clarifications could be included here)*
- *List of any Supplemental Documents (If there is a lengthy document that does not make sense to copy and paste into the Scope of Work it could be referenced here)*
- *Tasks and Deliverables*
 - *List each task (and any related subtasks)*
 - *List required updates/reports on progress*
 - *List deliverable for each task*
 - *List schedule/due date for each task and for each deliverable*
 - *List any other milestone dates*
- *Exclusions/Exceptions and Additional Services (If there is anything that is specifically excluded from the Scope of Work that can be listed here. If there are additional services or costs (such as new services or travel costs), we can list the proposed costs and the process for selecting them here)*
- *Any Other Conditions (If there is something unique to the project that does not fit into the other categories).*

Additional Services:

Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead Ava representative prior to commencement of any additional services.

Exhibit B

SCHEDULE

[Schedule - can be detailed or as simple as "As directed by Ava."]

Exhibit C

CONSULTANT STAFFING

[Include names of all team members who will be providing Ava services.]

Exhibit D

SUBCONSULTANTS

[If subconsultants are authorized in advance, they should be listed here, otherwise it can state either of these: "Subconsultants are not authorized under this Agreement." or "Subconsultants must be authorized in advance, in writing by Ava."]

Exhibit E

COMPENSATION/BUDGET

[If the compensation is hourly, a table of hourly rates by title should be included. If fixed fee, describe what amounts are to be paid based on what milestones]

The maximum compensation under this Agreement is [\$\$\$\$].

Exhibit F

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing the Work under this Agreement, workers' compensation policy is not required, but Consultant must execute a declaration that it has no employees.

4) Professional Liability/Errors & Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Exhibit E must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional named insureds.

D. Primary and Non-Contributing. The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Ava. Any insurance or self-insurance maintained by Ava, its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Agreement will not prohibit Consultant and Consultant's employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against Ava.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Ava. At Ava's option, Consultant must either reduce or eliminate the deductibles or self-insured retentions with respect to Ava, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant agrees not to cancel any insurance coverage during the term of this Agreement. Consultant further agrees not to reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of Ava. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Ava. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two business days of notice from the insurer, phone and notify Ava via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

H. Ava Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, Ava may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Ava may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse Ava for any premium paid by Ava or Ava, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of the Work under this Agreement, Consultant must furnish Ava with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to Ava's approval. Ava may request, and Consultant must provide complete, certified copies of all required insurance policies to Ava. Consultant must maintain current endorsements on file with Ava. Consultant must provide proof to Ava that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify Ava under Section 12 of this Agreement.

K. Subconsultant Insurance Requirements. Consultant's insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.

[Scope of Work: Ava Bike Electric Incentive Program](#)

[Scope of Work: Ava Bike Electric Lending Program](#)

[Exhibit A: Budget](#)

[Exhibit B - Schedule](#)

[Exhibit C - Staffing Plan](#)

[Exhibit D - Subcontractors](#)

[Exhibit E - Service Level Agreement](#)

Scope of Work: Ava Bike Electric Incentive Program

Task 1: Program Establishment

APTIM will submit a program design and supporting documentation consistent with our existing, successful e-bike rebate programs. The program design may include, but is not limited to, the following components, with a launch date no later than 120 days after contract execution.

- A. **Kick-off meeting.** APTIM will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:
 - a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.
 - b. **Schedule overview and major milestones.** This will include a high-level, draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.
 - c. **Review rebate program process overview.** APTIM will conduct a live portal demo that illustrates the core portal design configured for Ava. The demo will review the workflow of applicants and bike retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava's system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.
 - d. **Introduce configuration playbook.** The playbook is used to document recommendations and approved decisions for all necessary program design

attributes. The attributes to be reviewed and defined include all portal attributes related to the portal experience, workflow and rules.a.

The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final. Changes to previously approved decisions or requested design attributes that require significant solution engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. APTIM and Ava will work closely and transparently to resolve any such barriers.

- B. Finalize program portal configuration.** APTIM will work with Ava to review portal configurations, program attributes and data exchanges through the use of APIs. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and bike retailer experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule.

Activities will include:

- a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified bike retailer.
 - ii. Clear product eligibility definitions of bike types and equipment types eligible for rebates.
 - iii. APTIM will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. APTIM legal will be required to approve any changes suggested by Ava.
 - iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike retailers to account for any changes in the program implementation model (PIM) and their ability to participate in the program
- b. **Finalize bike retailer participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by the City.
 - i. Bike retailer rules will include information for bike retailers that define qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.

- ii. APTIM will provide bike retailer eligibility guidelines recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.
- C. **Engage, contract, and manage relationships with manufacturers and local e-bike retailers.** Ongoing training of retailer staff and evaluating that participating providers are meeting program requirements, including incentive verification and on-site signage, will be conducted.
- D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, APTIM will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.
- E. **Validate program design.** We will review the program design to ensure it meets required specifications.
- F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team.** Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging APTIM experience from other successful programs.
- G. **Finalize bike retailer requirements and registration.** APTIM will prepare materials and lead bike retailer recruitment and training, while providing guidance for Ava and other stakeholders to support this effort. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the bike retailers.
- a. **Conduct bike retailer enrollment.** Open and monitor bike retailer enrollments on the portal. Approve or provide feedback to bike retailers upon receipt of their registrations.
 - b. **Develop bike retailer instructions.** Develop clear instructions for bike retailers to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for bike retailers to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.
 - c. **Conduct bike retailer webinar.** Deliver one live kick-off webinar presenting the retailer instructions PowerPoint to retailers. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to bike retailers. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.
 - d. **Create applicant and retailer contact plan.** Advise Ava and other stakeholders on how to recruit approved bike retailers and participants. This will include

development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to retailers.

H. Develop and implement automated email customer communications during the customer journey.

- a. Provide a customer communications plan for Ava approval aligned with the customer journey to ensure a customer receives key information and reminders at key stages in the journey.

I. Advise Ava's Marketing team about:

- a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders
- b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and bike retailer capacity
- c. Benchmarks to determine whether marketing channels are performing as intended from peer programs
- d. Uncovering unique channels to engage potential Ava Bike Electric participants
- e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt
- f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
- g. Regular meetings (weekly in the two months prior to launch and one per month after. Can be adjusted after this point by mutual agreement) to review and align marketing activities, customer support and feedback, and program performance.

J. Update Program Implementation Manual. APTIM to update the existing PIM to ensure it is consistent with program designs and contains the following information:

- a. Rules and requirements for program customers, vendors, and other participants. This includes in-store signage and training requirements for participating retail locations.
- b. Mitigation plans for the unauthorized reselling of e-bikes
- c. Process for returned incentive funds
- d. Incentive Program oversubscription and wait lists
- e. Customer Journey
- f. Customer segmentation analysis
- g. E-bike technical specifications
- h. Qualified Product List (QPL)
- i. Program Participation Agreements and T&Cs
- j. Eligible e-bikes on Qualified Product List ("QPL") – ongoing updates, especially considering UL standards. Data to be tracked and reported to Ava.
- k. Data Exchange Methods and Protocols (APIs)

Task 2: Configuration of the Rebate Administration Portal

Configure APTIM's proprietary application system, to match the configuration requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools, design materials, and reporting dashboards; pricing is based upon use of the existing designs, program, and design materials, reporting templates and program parameters.

- A. **Configure the program portal.** Prepare and test an online portal to allow qualified participants to apply for vouchers. The portal will:
 - a. Ensure each budget stream remains within required limits
 - b. Make available a customer portal that's accessible on a desktop and mobile device (iOS and Android) and create a point-of-sale e-bike incentive that uniquely applies to an eligible participants' purchase and subsequently redeemed by a bike retailer. Ideally, the incentive would be universally applied to any participating bike shop.
 - c. Allow for follow up if applications are deemed incomplete
 - d. Allow for random selection of participants
 - e. Issue a Standard or California Alternate Rates for Energy (CARE)/Family Electric Rate Assistance Program (FERA) incentive voucher via random selection to purchase a standard, cargo, or adaptive e-bike for purchase at a participating retailer
 - f. Upon approval, email the participant a voucher code to approved participants that can be redeemed at approved e-bike retailers
 - g. Utilize google translate function to offer translations of portal screens to users
 - h. Provide an online mechanism to allow bike retailers to determine if vouchers are active
 - i. Provide an online mechanism to allow retailers to submit voucher redemption requests for payment processing
- B. **Provide program introduction content.** Create landing page content (text and hyperlinks) for program based upon brand requirements on Ava's website that will direct residents and approved retailers to APTIM's application portal. Ava will integrate this content into its website.

Task 3: Establish a Customer Service Help Desk

APTIM will establish a dedicated program email address and inbox. APTIM will provide contact center staffing to respond to applicant and bike retailer emails and phone calls.

- A. **Establish contact center email and phone number.** Create a dedicated phone number and email address to assist with applicant and bike retailer questions. Available

during participating bike shop hours to reduce the likelihood that contacts will reach a non-response, with available hours as defined below.

- B. **Manage phone and email inquiries.** APTIM will review and respond via phone and email to applicants in a first come-first served basis, with an objective to respond to and resolve applicant and bike retailer questions, issues and/or barriers to participation as quickly as possible per Exhibit E. Customer Service representatives will be available 9am-5pm PST, Monday to Friday and able to handle calls and emails in English, Spanish, and Simplified Chinese.
- C. **Escalate complex email inquiries as needed.** APTIM may escalate customer or bike retailer inquiries to Ava, with recommendations, in cases where the resolution is not clear based on program rules or may require special consideration.
- D. **Direct customer response.** In some cases, if more convenient than email-only communication, APTIM contact center staff may work to resolve customer or bike retailer emails by phone.
- E. **Document process.** Provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.

Task 4: Rebate Application Processing

APTIM will establish dedicated staff to actively review submitted rebate redemptions from bike retailers (with adequate time to ensure payment within 15 business days). These staff will review and respond to applicants with scripted or customized feedback to assist their progress through the rebate redemption processes. APTIM processing staff will:

- A. **Notifications.** Notify applicants of status once a voucher has been issued.
- B. **Review rebate redemption requests.** Review rebate redemptions submitted by bike retailers to confirm program requirements are met. When requirements are met, notify the bike retailer and process payment to the bike retailer for payment within 15 business days. When requirements are not met, notify the bike retailer and advise on how to meet the requirements within 2 business days.
- C. **Monitor and manage rebate approvals and redemptions.** Continuously assess the number of rebates approved and redeemed to help ensure the budgets are not exceeded or at risk.

Task 5: Rebate Distribution

APTIM will distribute rebate payments to bike retailers in accordance with the approved program design. Tasks will include:

- A. **Issue rebate checks.** Paper rebate checks will be sent to bike retailers. These retailers will have the option to enroll for electronic payment (ACH) for faster receipt of checks. Printed materials, including but not limited to stationery and paper checks related to the

Incentive Program shall bear the desired program or Ava's logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.

- B. **Issue 1099s.** APTIM will be responsible for issuing 1099s to bike retailers.

Task 6: Reporting and Database

Administer the program, track, and analyze key metrics, and report program budgets and status.

- A. **Conduct ongoing Administration.** Provide ongoing management of the program and coordination with Client in the following:
- a. Schedule, facilitate, lead, and report out from weekly project management meetings with Ava during the Start Up Phase and no less than bi-weekly project management meetings after the Go Live Date. A draft agenda will be sent no later than 1 business day prior to the meeting and assign next steps no later than 1 business day after meetings in the mutually agreed upon project management software, with a preference for Asana.
 - b. Train all staff in project management software and ensure ongoing and active use for effective program delivery.
 - i. Provide Ava with the ability to access reports and download raw data directly through web-based views of the data tracking. Specific data to be tracked will be mutually decided via email and will be described in the PIM.
- B. **Regularly weekly marketing report the following to the Client:**
- a. Email Metrics: including emails sent within Vendor-managed portion of customer journey, open rate, bounce rate, and click-through rates.
 - b. Azure Telemetry/Insights: related to any customer engagement with APTIM's owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.
- C. **Establish a monthly report** format and key performance indicators (KPI) with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times, customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in attached SLA), budget status, milestone activities, risks/issues/resolutions, incentives, and e-bikes delivered, and a line-item invoice. Monthly reports will provide the following, but not limited to, information, including,
- a. Total Incentive budget spent compared to funds allocated to-date
 - b. Total percent of the Incentive Budget spent on CARE/FERA customers, to be measured no sooner than 3 months after Program Launch
 - c. Number of e-bikes delivered to non-CARE/FERA and CARE/FERA customers, to be measured immediately upon Program Launch, and then monthly thereafter
 - d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants
 - e. Bike purchase statistics by retailer, type, make, and model

- f. Program budget status, including invoices paid out to retailers compared to what's been requested
- D. **Establish Quarterly Reports.** Provide Ava with quarterly reports including data listed in monthly reports with additional narrative and graphical representations of accomplishments, trends, and market intel, program activity, and proposed Program enhancements, improvements, and areas of concern. Quarterly Report will include the following, but not limited to, metrics:
- a. Number of customer calls, emails
 - b. Number of customer experience escalations, and time to resolution
 - c. # of additional e-bike SKUs added to QPL, if applicable
 - d. # of additional Participating Retailers added, if applicable
- E. **Annual Reports.** Provide Ava with annual reports summarizing Program results and accomplishments in narrative and numerical format, including summary of progress and highlights for the year and any significant changes in strategies or services and indirect savings acquisition activities, and program design recommendations for the upcoming Program year, as applicable.
- F. **Reporting Dashboards.** Each dashboard described below has an option to be emailed in PDF form. A direct link to the live, Power BI version will be provided to Ava. Using the Power BI version, the recipient will be able to filter the report on available fields and export the report data to Excel, PowerPoint, or PDF. The data fields available in these reports, as illustrated by the example dashboards below, may be customized by change order process only.
- G. **E-Bike Rebate Status Dashboard.** This dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.
- a. Application Status Dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.
 - b. Pre-Application Status Dashboard will summarize the current total of pre-applications the program has received. Pre-applications represent all of the applicants seeking a rebate voucher through the random selection process. Some of these pre-applicants may be selected to receive a voucher through the random selection process after this step.
 - c. Date rebate voucher
 - d. Date issued
 - e. Date rebate voucher redeemed (if purchase made)
 - f. Date rebate voucher expired (if applicable)
 - g. If rebate was redeemed:
 - i. Manufacturer, model, and serial number of e-bike purchased
 - ii. Total Cost of e-bike purchased
 - iii. Rebate amount paid
 - iv. Bike retailer that redeemed rebate

- h. Bike retailer data collected
 - i. Bike retailer contact information (address, email, and phone number)
 - ii. Bike retailer business information (Business name, tax ID)
 - iii. Bike retailer W9
- i. Rebate redemption payment details

Task 7: Invoicing

APTIM will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, APTIM will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

- A. APTIM will invoice monthly for our administrative fees.
- B. Administrative fees will be billed as follows:
 - a. \$180,000.00 upon delivery of the portal and successful launch of program, 120 days after contract execution
 - b. Payment processing and issuance for CARE Customers = 12.5% of every \$1 processed
 - c. Payment processing and issuance for Non-CARE customers = 12.5% of every \$1 processed
- C. APTIM will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.
- D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
 - a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
 - b. Invoice detail page will provide a breakdown of current month rebate counts and billed amounts and summarize APTIM fees separately from rebate amounts.
 - c. Rebate Transaction Report will detail each rebate check issued to Bike Retailers on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

Task 8: Refund of all Remaining Funds

APTIM will be responsible for returning any unused funds upon cessation of the program.

- A. APTIM will be responsible for adhering to all escheatment requirements
- B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava

Task 9: Technology Requirements

APTIM will follow all required guidelines and protocols for technology used for this program.

- A. **Data Model:** APTIM will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.
- B. **Data transfers.** APTIM will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
- C. **UAT Plan.** APTIM will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. APTIM will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms. Independent means that APTIM is leading UAT without the need of Ava to be involved in the UAT process.
- D. **Test Data.** APTIM will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don't have yet) and complete system testing with sample data.

Optional Scope of Work: Ava Bike Electric Lending Program

Task 1: Program Establishment

If Ava issues a notice to proceed to APTIM, APTIM will submit an e-bike lending rebate program design and supporting documentation consistent with our existing, successful e-bike rebate programs. Issuance of a Notice to Proceed with the Optional Lending Program and Ava agrees to provide APTIM with at least 60 days notice prior to launch of the Lending Program Development (i.e., 60 days before “Day 0” in the Lending Program Schedule, see Exhibit B). The program design may include, but is not limited to, the following components.

- A. **Kick-off meeting.** APTIM will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:
 - a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.
 - b. **Schedule overview and major milestones.** This will include a high-level, draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.
 - c. **Review e-bike lending rebate program process overview.** APTIM will review the workflow of applicants and e-bike lenders/retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava’s system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.
 - d. **Introduce configuration playbook.** The playbook is used to document recommendations and approved decisions for all necessary program design attributes. The attributes to be reviewed and defined included all portal attributes related to the portal experience, workflow and rules.

The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final. Changes to previously approved decisions or requested design attributes that require significant solution

engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. APTIM and Ava will work closely and transparently to resolve any such barriers.

- B. Finalize program portal configuration.** APTIM will work with Ava to review portal configurations, program attributes and necessary data exchanges through the use of API. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and e-bike lender experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule. Activities will include:
- a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified e-bike lender.
 - ii. Clear product eligibility definitions of e-bike types eligible for rebates.
 - iii. APTIM will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. APTIM legal will be required to approve any changes suggested by Ava.
 - iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike lenders to account for any changes in the program implementation model (PIM) and their ability to participate in the program
 - b. **Finalize e-bike lender participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. E-bike lender rules will include information for e-bike lenders that defines qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.
 - ii. APTIM will provide e-bike lender eligibility guidelines recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.
- C. Engage, contract, and manage relationships with manufacturers and local e-bike lenders.** Ongoing training of e-bike lender staff and evaluating that participating e-bike lenders are meeting program requirements, including incentive verification and on-site signage, will be conducted.

- D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, APTIM will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.
- E. **Validate program design.** We will review the program design to ensure meets required specifications.
- F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team.** Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging APTIM experience from other successful programs.
- G. **Finalize e-bike lender requirements and registration.** APTIM will prepare materials to lead e-bike lender recruitment and training, while providing guidance for Ava and other stakeholders to support this effort.. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the e-bike lenders.
 - a. **Conduct e-bike lender enrollment.** Open and monitor e-bike lender enrollments on the portal. Approve or provide feedback to e-bike lenders upon receipt of their registrations.
 - b. **Develop e-bike lender instructions.** Develop clear instructions for e-bike lenders to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for e-bike lenders to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.
 - c. **Conduct e-bike lender webinar.** Deliver one live kick-off webinar presenting the e-bike lender instructions PowerPoint to lenders. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to e-bike lenders. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.
 - d. **Create applicant and lender contact plan.** Advise Ava and other stakeholders on how to recruit approved e-bike lenders and participants. This will include development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to lenders.
- H. **Develop and implement automated email customer communications during the customer journey.**
 - a. Provide a customer communications plan for Ava approval aligned with the customer journey to ensure a customer receives key information and reminders at key stages in the journey.
- I. **Advise Ava's Marketing team about:**

- a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders
 - b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and e-bike lender capacity
 - c. Benchmarks to determine whether marketing channels are performing as intended from peer programs
 - d. Uncovering unique channels to engage potential Ava Bike Electric participants
 - e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt
 - f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
 - g. Regular meetings (weekly in the two months prior to launch and one per month after. Can be adjusted after this point by mutual agreement) to review and align marketing activities, customer support and feedback, and program performance.
- J. **Update Program Implementation Manual.** APTIM to update the existing PIM to ensure it is consistent with program designs and contains the following information:
- a. Rules and requirements for program customers, vendors, and other participants. This includes in-store signage and training requirements for participating lending locations.
 - b. Process for returned incentive funds
 - c. Incentive Program oversubscription and wait lists
 - d. Customer Journey
 - e. Customer segmentation analysis
 - f. E-bike technical specifications
 - g. Qualified Product List (QPL)
 - h. Program Participation Agreements and T&Cs
 - i. Eligible e-bikes on Qualified Product List (“QPL”) – ongoing updates, especially considering UL standards. Data to be tracked and reported to Ava.
 - j. Data Exchange Methods and Protocols (APIs)

Task 2: Configuration of the Rebate Administration Portal

Configure APTIM's proprietary application system, to match the configuration requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools design materials, and reporting dashboards; pricing is based upon use of the existing designs, program, and design materials, reporting templates and program parameters.

- A. **Configure the program portal.** Prepare and test an online portal to allow qualified participants to apply for vouchers. The portal will:
 - a. Ensure each budget stream remains within required limits

- b. Make available a customer portal that's accessible on a desktop and mobile device (iOS and Android) and create a point-of-sale e-bike incentive that uniquely applies to an eligible participants' purchase and subsequently redeemed by a e-bike lender. Ideally, the incentive would be universally applied to any participating e-bike lender.
 - c. Allow for follow up if applications are deemed incomplete
 - d. Allow for random selection of participants
 - e. Issue a Standard or California Alternate Rates for Energy (CARE)/Family Electric Rate Assistance Program (FERA) incentive voucher via random selection to borrow a standard, cargo, or adaptive e-bike for purchase at a participating lender
 - f. Upon approval, email the participant a voucher code to approved participants that can be redeemed at approved e-bike lenders
 - g. Utilize google translate function to offer translations of portal screens to users
 - h. Provide an online mechanism to allow e-bike lenders to determine if vouchers are active
 - i. Provide an online mechanism to allow e-bike lenders to submit voucher redemption requests for payment processing
- B. Provide program introduction content.** Create landing page content (text and hyperlinks) for the program based upon brand requirements on Ava's website that will direct residents and approved retailers to APTIM's application portal. Ava will integrate this content into its website.

Task 3: Establish a Customer Service Help Desk

APTIM will establish a dedicated program email address and inbox. APTIM will provide contact center staffing to respond to applicant and e-bike lender emails and phone calls.

- A. **Establish contact center email and phone number.** Create a dedicated phone number and email address to assist with applicant and e-bike lender questions. Available during participating e-bike shop hours to reduce the likelihood that contacts will reach a non-response, with available hours as defined below.
- B. **Manage phone and email inquiries.** APTIM will review and respond via phone and email to applicants in a first come-first served basis, with an objective to respond to and resolve applicant and e-bike lender questions, issues and/or barriers to participation as quickly as possible, per Exhibit E. Customer Service representatives will be available 9am-5pm PST, Monday to Friday and able to handle calls and emails in English, Spanish and Simplified Chinese.
- C. **Escalate complex email inquiries as needed.** APTIM may escalate customer or e-bike lender emails to Ava, with recommendations, in cases where the resolution is not clear based on program rules or may require special consideration.

- D. **Direct customer response.** In some cases, if more convenient than email-only communication, APTIM contact center staff may work to resolve customer or e-bike lender emails by phone.
- E. **Document process.** Provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.

Task 4: Rebate Application Processing

APTIM will establish dedicated staff to actively review submitted rebate redemptions from e-bike lenders (with adequate time to ensure payment within 15 business days). These staff will review and respond to applicants with scripted or customized feedback to assist their progress through the rebate redemption processes. APTIM processing staff will:

- A. **Notifications.** Notify applicants of status once a voucher has been issued.
- B. **Review rebate redemption requests.** Review rebate redemptions submitted by e-bike lender to confirm program requirements are met. When requirements are met, notify the e-bike lender and process payment to the e-bike lender for payment within 15 business days. When requirements are not met, notify the e-bike lender and advise on how to meet the requirements within 2 business days.
- C. **Monitor and manage rebate approvals and redemptions.** Continuously assess the number of rebates approved and redeemed to help ensure the budgets are not exceeded or at risk.

Task 5: Rebate Distribution

APTIM will distribute rebate payments to e-bike lenders in accordance with the approved program design. Tasks will include:

- A. **Issue rebate checks.** Paper rebate checks will be sent to e-bike lenders. These lenders will have the option to enroll for electronic payment (ACH) for faster receipt of checks. Printed materials, including but not limited to stationery and paper checks related to the Incentive Program shall bear the desired program or Ava's logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.
- B. **Issue 1099s.** APTIM will be responsible for issuing 1099s to e-bike lenders.

Task 6: Reporting and Database

Administer the program, track, and analyze key metrics, and report program budgets and status.

- A. **Conduct ongoing Administration.** Provide ongoing management of the program and coordination with Client in the following:
 - a. Schedule, facilitate, lead, and report out from weekly project management meetings with Ava during the Start Up Phase and no less than bi-weekly project management meetings after the Go Live Date. A draft agenda will be sent no later than 1 business day prior to the meeting and assign next steps no later than

1 business day after meetings in the mutually agreed upon project management software, with a preference for Asana.

- b. Train all staff in project management software and ensure ongoing and active use for effective program delivery.
 - i. Provide Ava with the ability to access reports and download raw data directly through web-based views of the data tracking. Specific data to be tracked will be mutually decided via email and will be described in the PIM.
- B. Regular weekly marketing report the following to the Client:**
 - a. Email Metrics: including emails sent within Vendor-managed portion of customer journey, open rate, bounce rate, and click-through rates.
 - b. Azure Telemetry/Insights: related to any customer engagement with APTIM's owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.
- C. Establish a monthly report** format and key performance indicators (KPI) with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times, customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in attached SLA), budget status, milestone activities, risks/issues/resolutions, incentives, and a line-item invoice. Monthly reports will provide the following, but not limited to, information, including,
 - a. Total Incentive budget spent compared to funds allocated to-date
 - b. Total percent of the Incentive Budget spent on CARE/FERA customers, to be measured no sooner than 3 months after Program Launch
 - c. Number of e-bikes lent to non-CARE/FERA and CARE/FERA customers, to be measured immediately upon Program Launch, and then monthly thereafter
 - d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants
 - e. Bike lending statistics by retailer, type, make, and model
 - f. Program budget status, including invoices paid out to lenders compared to what's been requested

Please note that other metrics will be negotiated later based upon available information from lenders.

- D. Establish Quarterly Reports.** Provide Ava with quarterly reports including data listed in monthly reports with additional narrative and graphical representations of accomplishments, trends, and market intel, program activity, and proposed Program enhancements, improvements, and areas of concern. Quarterly Report will include the following, but not limited to, metrics:
 - a. Number of customer calls, emails
 - b. Number of customer experience escalations, and time to resolution
 - c. # of additional e-bike SKUs added to QPL, if applicable
 - d. # of additional Participating Retailers added, if applicable

- E. **Annual Reports.** Provide Ava with annual reports summarizing Program results and accomplishments in narrative and numerical format, including summary of progress and highlights for the year and any significant changes in strategies or services and indirect savings acquisition activities, and program design recommendations for the upcoming Program year, as applicable.
- F. **Reporting Dashboards.** Each dashboard described below has an option to be emailed in PDF form. A direct link to the live, Power BI version will be provided to Ava. Using the Power BI version, the recipient will be able to filter the report on available fields and export the report data to Excel, PowerPoint, or PDF. The data fields available in these reports, as illustrated by the example dashboards below, may be customized by change order process only.
- G. **E-Bike Lending Rebate Status Dashboard.** This dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) lending rebate vouchers.
- a. Application Status Dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) lending rebate vouchers.
 - b. Pre-Application Status Dashboard will summarize the current total of pre-applications the program has received. Pre-applications represent all of the applicants seeking a lending rebate voucher through the random selection process. Some of these pre-applicants may be selected to receive a voucher through the random selection process after this step.
 - c. Date lending rebate voucher
 - d. Date issued
 - e. Date lending rebate voucher redeemed (if used for lending session)
 - f. Date lending rebate voucher expired (if applicable)
 - g. If rebate was redeemed
 - i. Manufacturer, model, and serial number of e-bike
 - ii. Total Cost of e-bike lending session
 - iii. Rebate amount paid
 - iv. E-bike lender that redeemed rebate
 - h. E-bike lender data collected
 - i. E-bike lender contact information (address, email, and phone number)
 - ii. E-bike lender business information (Business name, tax ID)
 - iii. E-bike lender W9
 - iv. Rebate redemption payment details

Task 7: Invoicing

APTIM will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, APTIM will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is

intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

- A. APTIM will invoice monthly for our administrative fees.
- B. Administrative fees will be billed as follows:
 - a. \$35,000.00 upon Lending Program Launch and Portal Configuration, 8 months after contract execution; assumes current workflows and reimbursement process.
 - b. Payment processing and issuance for CARE Customers = 12.5% of every \$1 processed
 - c. Payment processing and issuance for Non-CARE customers = 12.5% of every \$1 processed
- C. APTIM will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.
- D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
 - a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
 - b. Invoice detail page will provide a breakdown of current month rebate counts and billed amounts and summarize APTIM fees separately from rebate amounts.
 - c. Rebate Transaction Report will detail each rebate check issued to Bike Lenders on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

Task 8: Refund of all Remaining Funds

APTIM will be responsible for returning any unused funds upon cessation of the program.

- A. APTIM will be responsible for adhering to all escheatment requirements
- B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava

Task 9: Technology Requirements

APTIM will follow all required guidelines and protocols for technology used for this program.

- A. **Data Model:** APTIM will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.

- B. **Data transfers.** APTIM will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
- C. **UAT Plan.** APTIM will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. APTIM will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms. Independent means that APTIM is leading UAT without the need of Ava to be involved in the UAT process.
- D. **Test Data.** APTIM will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don't have yet) and complete system testing with sample data..

Additional Services Scope of Work

For either Incentive or Lending, APTIM and/or Ava may incorporate additional services beyond the originally defined scope of the Program. These must be mutually agreed upon in writing, as necessary, to fulfill substantial changes unforeseen after establishing core parameters in the development & design of the program prior to launch. The additional scope request, sent by either Ava or APTIM, for review and approval, must include objectives, deliverables, any relevant timelines, and cost. These services are deemed necessary to fulfill project requirements and achieve desired outcomes. The terms and conditions outlined in the original agreement shall apply to these additional services.

Exhibit A: Budget

Incentive Program

Project Phase	Cost	Notes
Program and Portal Launch	\$ 180,000	Due upon delivery
Voucher Processing	\$ 868,800	or 12.5% of every incentive dollar paid to retailers
Total Administrative Cost	\$1,048,800	
Incentives - CARE Customer (40%)	\$2,780,480*	
Incentives - Non-CARE Customer (60%)	\$4,070,720	
Total Budget	\$7,900,000	

*Assumes 14,000 vouchers issued, of which 8,200 will be redeemed. APTIM will work to surpass the minimum requirement that 40% of incentive funds go to CARE/FERA customers, targeting up to 50% of incentive funds going to CARE/FERA customers across approximately 3,945 vouchers. Voucher numbers assume 60% of CARE/FERA qualified participants redeeming vouchers will select regular and, 40% cargo, e-bikes. These figures reflect what APTIM has seen by income customers in their existing programs but may not be reflective of choices made by Ava's program participants.

Optional Scope - Lending Program

Project Phase	Cost	Notes
Program and Portal Launch	\$ 35,000	Due upon delivery
Voucher Processing	\$ 180,167	or 12.5% of every incentive dollar paid to lenders
Total Administrative Cost	\$ 215,167	
Incentives - CARE Customers (40%)	\$ 576,533	\$250/Voucher
Incentives - Non-CARE Customer	\$ 864,800	\$250/Voucher
Total Budget	\$1,656,500	

*Assumes to have 5,765 vouchers redeemed, assuming an incentive of \$250 per lending session, with at least 2,300 (40%) of these vouchers serving CARE/FERA customers.

Equipment Vouchers

Project Phase	Cost	Notes
Voucher Processing	\$ 43,500*	\$14.50 per voucher processed

Total Administrative Cost	\$ 43,500	
Incentives - CARE/FERA Customers	\$ 300,000*	\$100/voucher
Total Budget	\$ 343,500	

Note: If implemented, the funding for the equipment voucher would reduce the overall incentive and/or lending budget.

*Assumes 3,000 vouchers redeemed by CARE/FERA customers, based upon assumptions above about breakdown of regular and cargo e-bike selections and 50% of funds flowing to CARE/FERA customers.

Additional Services Budget

Project Phase	Cost	Notes
Determined based on mutually agreed upon scope	\$ 100,000	Structured upon mutual agreement
Total Budget	\$ 100,000	

Note: Contingency funds are set aside for any costs associated with the Additional Services Scope of Work. Any contingency funds unspent by June 2026 will be redistributed through participant incentives in the latter half of that year.

Exhibit B - Schedule

E-Bike Rebate Program Development & Launch Schedule						
Task	Responsible Party	Dependencies	Duration (Days)	Start Date	End Date	
0. Contract Execution	Ava, APTIM		1	7/18	7/19	
1.0 Kick-off Meeting	APTIM	0	1	7/19	7/24	
1.1 Weekly Meetings/Design Sessions	APTIM	1	120	7/31	11/28	
2. Program Portal Configuration						
2.1 Program Portal Configuration Playbook						
2.1.1	Configuration Playbook High Priority Items Complete & Signed Off	APTIM, Ava	1.1	22	7/24	8/15
2.1.2	Configuration Playbook Medium Priority Items Complete & Signed Off	APTIM, Ava	2.1.1	27	7/24	8/20
2.1.3	Configuration Playbook All Items Complete & Signed Off	APTIM, Ava	2.1.2	37	7/24	8/30
2.2. Program Workflow, Design, and Implementation Manual						
2.2.1	Program Workflow & Design DRAFT	APTIM	1.0; 2.1.2	21	8/15	9/5

2.2.2	Program Workflow & Design DRAFT Review and Feedback	Ava	2.2.1	5	9/5	9/10
2.2.3	Program Workflow & Design DRAFT Review and Approval	APTIM, Ava	2.2.2	5	9/11	9/16
2.2.4	Program Implementation Manual (PIM) DRAFT	APTIM	2.2.3	28	9/5	10/3
2.2.5	PIM DRAFT Review and Feedback	Ava	2.2.4	7	10/3	10/10
2.2.6	PIM Iteration and Approval	APTIM, Ava	2.2.5	5	10/10	10/15
2.3 Establish Customer & Retailer Service Plan, Provide Marketing Support						
2.3.1	Create DRAFT landing page	APTIM	2.1.3	10	9/1	9/11
2.3.2	Create DRAFT Customer & Retailer Service Plan and Help Desk Kit (processes, scripts & email templates)	APTIM	2.1.3	20	9/1	9/21
2.3.3	Review and Feedback	APTIM	2.3.2	7	9/21	9/28
2.3.4	Iteration and Approval	APTIM, Ava	2.3.3	5	9/28	10/3
2.3.5	Provide marketing support to Ava Marketing/Comms Team (review & recommendations)	APTIM, Ava	1.0	99	7/24	10/31
2.4 Reporting & Data Management Plan						
2.4.1	Create DRAFT Reporting, Dashboard & Data Management Plan DRAFT	APTIM	2.1.3	14	9/1	9/15

2.4.2	Review and Feedback	Ava	2.4.1	7	9/15	9/22
2.4.3	Iteration and Approval	APTIM, Ava	2.4.2	5	9/22	9/27
2.5 Retailer Recruiting & Training Plan Design						
2.5.1	Create DRAFT Retailer Recruitment, Enrollment & Training Plan	APTIM	2.1.3	15	9/1	9/16
2.5.2	Review and Feedback	Ava	2.5.1	7	9/16	9/23
2.5.3	Iteration and Approval	APTIM, Ava	2.5.2	5	9/23	9/28
2.5.4	Recruit retailers	APTIM	2.5.3	45	10/1	11/15
2.6 Technical Integration Design (data exchanges, comprehensive UAT plan)						
2.6.1	Define and document data transfer (API) specifications	Ava, APTIM	2.1.1; 2.2.3	15	7/24	8/8
2.6.2	Build, test and iterate APIs	Ava, APTIM	2.6.1	14	8/8	8/22
2.6.3	Finalize and approve APIs	Ava, APTIM	2.6.2	7	8/22	8/29
2.6.4	Create DRAFT System Test and UAT Plans	Stralto, APTIM	2.2.3; 2.4	22	8/10	9/1
2.6.5	Review and Feedback	Ava	2.6.4	7	9/1	9/8
2.6.6	Iteration and Approval	APTIM, Ava	2.6.5	5	9/8	9/13
3. Portal Configuration						
3.1 Technical Integration						

3.1.1	Configure program portal	APTIM	2.1.3; 2.2.3; 2.6.3	60	7/29	9/27
3.1.2	Create landing page	APTIM	2.3.4	14	9/11	9/25
3.1.3	Rebate program landing page deployed internally; portal connections created	APTIM, Ava	3.1.1; 3.1.2	2	9/29	10/1
3.1.4	Preparations for testing complete (data, scripts, plans, participants, criteria, etc.)	APTIM	3.1.3	5	10/1	10/6
4. Portal Testing						
4.1	System (End-to-End) Testing Round 1	APTIM	3.1.3	7	10/7	10/14
4.2	System (End-to-End) Testing Round 2	APTIM, Ava	4.1	5	10/25	10/19
4.3	System (End-to-End) Testing Iteration and Approval	APTIM, Ava	4.2	5	10/19	10/24
4.4	UAT Round 1	APTIM	4.3	7	10/24	10/31
4.5	UAT Round 2	APTIM, Ava	4.4	7	10/29	11/5
4.6	UAT Iteration and Approval	APTIM, Ava	4.5	5	11/5	11/25
5. Portal Go-Live						
5.1	Ava customer data import	Ava, APTIM	2.6.6; 4.3	1	11/25	11/26
5.2	Ava customer data import review, iteration, and finalization	Ava, APTIM	5.1	2	11/26	11/28

5.3	Publish landing page	APTIM	4.6	1	11/28	11/29
5.4	Final review and iteration	APTIM, Ava	5.1; 5.2, 5.3	2	11/29	12/1
5.5	Platform Go Live	APTIM	5.1; 5.2, 5.3; 5.4	0	12/1	12/2

**These timelines require the Ava team to complete its assigned tasks within the allotted time allocation. Any delays in these Ava-specific tasks will delay the entire timeline*

<u>E-Bike Lending Program Development & Launch Schedule</u>						
Task		Responsible Party	Dependencies	Duration (Days)	Start	End
0. Launch Lending Development “Day 0”					0	1
1.0 Kick-off Meeting		APTIM	0	1	1	2
1.1 Weekly Meetings/Design Sessions		APTIM	1	120	9	129
2. Program Portal Configuration						
2.1 Program Portal Configuration Playbook						
2.1.1	Configuration Playbook High Priority Items Complete & Signed Off	APTIM, Ava	1.1	20	2	22
2.1.2	Configuration Playbook Medium Priority Items Complete & Signed Off	APTIM, Ava	2.1.1	30	2	32
2.1.3	Configuration Playbook All Items Complete & Signed Off	APTIM, Ava	2.1.2	35	2	37

2.2. Program Workflow, Design, and Implementation Manual						
2.2.1	Program Workflow & Design DRAFT	APTIM	1.0; 2.1.2	30	22	52
2.2.2	Program Workflow & Design DRAFT Review and Feedback	Ava	2.2.1	5	52	57
2.2.3	Program Workflow & Design DRAFT Review and Approval	APTIM, Ava	2.2.2	5	57	62
2.2.4	Program Implementation Manual (PIM) DRAFT	APTIM	2.2.3	28	52	80
2.2.5	PIM DRAFT Review and Feedback	Ava	2.2.4	7	80	87
2.2.6	PIM Iteration and Approval	APTIM, Ava	2.2.5	5	87	92
2.3 Establish Customer & Retailer Service Plan, Provide Marketing Support						
2.3.1	Create DRAFT landing page	APTIM	2.1.3	10	40	50
2.3.2	Create DRAFT Customer & Retailer Service Plan and Help Desk Kit (processes, scripts & email templates)	APTIM	2.1.3	20	40	60
2.3.3	Review and Feedback	APTIM	2.3.2	7	60	67
2.3.4	Iteration and Approval	APTIM, Ava	2.3.3	5	67	72
2.3.5	Provide marketing support to Ava Marketing/Comms Team (review & recommendations)	APTIM, Ava	1.0	99	9	108
2.4 Reporting & Data Management Plan						

2.4.1	Create DRAFT Reporting, Dashboard & Data Management Plan DRAFT	APTIM	2.1.3	14	40	54
2.4.2	Review and Feedback	Ava	2.4.1	7	54	61
2.4.3	Iteration and Approval	APTIM, Ava	2.4.2	5	61	66
2.5 Retailer Recruiting & Training Plan Design						
2.5.1	Create DRAFT Retailer Recruitment, Enrollment & Training Plan	APTIM	2.1.3	15	40	55
2.5.2	Review and Feedback	Ava	2.5.1	7	55	62
2.5.3	Iteration and Approval	APTIM, Ava	2.5.2	5	62	67
2.5.4	Recruit retailers	APTIM	2.5.3	50	67	117
2.6 Technical Integration Design (data exchanges, comprehensive UAT plan)						
2.6.1	Define and document data transfer (API) specifications	Ava, APTIM	2.1.1; 2.2.3	15	2	17
2.6.2	Build, test and iterate APIs	Ava, APTIM	2.6.1	20	17	37
2.6.3	Finalize and approve APIs	Ava, APTIM	2.6.2	7	37	44
2.6.4	Create DRAFT System Test and UAT Plans	Stralto, APTIM	2.2.3; 2.4	20	17	37
2.6.5	Review and Feedback	Ava	2.6.4	7	37	44
2.6.6	Iteration and Approval	APTIM, Ava	2.6.5	5	44	49

3. Portal Configuration						
3.1 Technical Integration						
3.1.1	Configure program portal	APTIM	2.1.3; 2.2.3; 2.6.3	50	32	82
3.1.2	Create landing page	APTIM	2.3.4	14	37	51
3.1.3	Rebate program landing page deployed internally; portal connections created	APTIM, Ava	3.1.1; 3.1.2	1	82	83
3.1.4	Preparations for testing complete (data, scripts, plans, participants, criteria, etc.)	APTIM	3.1.3	5	78	83
4. Portal Testing						
4.1	System (End-to-End) Testing Round 1	APTIM	3.1.3	7	84	91
4.2	System (End-to-End) Testing Round 2	APTIM, Ava	4.1	5	91	96
4.3	System (End-to-End) Testing Iteration and Approval	APTIM, Ava	4.2	5	96	101
4.4	UAT Round 1	APTIM	4.3	7	101	108
4.5	UAT Round 2	APTIM, Ava	4.4	5	108	113
4.6	UAT Iteration and Approval	APTIM, Ava	4.5	15	113	128
5. Portal Go-Live						
5.1	Ava customer data import	Ava, APTIM	2.6.6; 4.3	1	128	129

5.2	Ava customer data import review, iteration, and finalization	Ava, APTIM	5.1	1	129	130
5.3	Publish landing page	APTIM	4.6	0	130	130
5.4	Final review and iteration	APTIM, Ava	5.1; 5.2, 5.3	1	130	131
5.5	Platform Go Live	APTIM	5.1; 5.2, 5.3; 5.4	1	131	132

**These timelines require the Ava team to complete its assigned tasks within the allotted time allocation. Any delays in these Ava-specific tasks will delay the entire timeline*

Exhibit C - Staffing Plan

The staffing plan below assumes that Ava provides APTIM a formal notice to proceed with the optional Lending Program scope at least 60 days prior to Rebate Program launch. As an example, the staffing plan estimates resources needed to begin work on the Optional Lending scope in the days immediately following Rebate Program launch.

Rebate and Lending Programs Staffing Estimates 2024							
		JUL	AUG	SEP	OCT	NOV	DEC
Title	Name	Rebate Development				Rebate Launch / Lending Dev.	

National Director, Energy Programs	Dan Reese	20%	0%	20%	20%	20%	20%
Senior Program Manager	Marcus Rozbitsky	80%	80%	80%	80%	80%	50%
Program Manager	PM - TBD ¹	–	100%	100%	100%	100%	100%
Project Specialist	Madeline Gulley	–	–	10%	75%	75%	75%
Project Manager, Retail Outreach	Tim Olson	50%	75%	75%	75%	70%	50%
Project Specialist	Rhea Grover	–	25%	75%	75%	50%	25%
Project Coordinator	Tanairy Alfaro Salazar	–	–	10%	100%	100%	100%
Customer Service	12 APTIM FTE ² s	–	–	–	–	20%	75%
Business Analyst	LaRael Dixon	20%	20%	50%	50%	50%	50
Project Manager	Maura Sartwell (Stralto)	–	75	75%	75%	75%	75%
Senior Developer	Vikas Maurya (Stralto)	–	60%	60%	80%	80%	40%
Business/ Quality Analyst	Janani Shrinivas (Stralto)	–	25%	50%	80%	80%	20%

Rebate and Lending Programs Staffing Estimates 2025							
	JAN	FEB	MAR	APR	MAY	JUN- End of Contract	

¹ Expect to have the PM hired and starting in August.

² Up to 12 APTIM employees are available to meet customer demand during this period. The percentages listed by month indicate the average % FTE across 12 staff. For example, if a month shows “100%” then all 12 staff members are estimated to be full-time. If a month shows “50%” then the 12 staff members will average 50% time.

Title	Name	Lending Development (cont.)			Lending Launch	Both Programs Implemented	
National Director, Energy Programs	Dan Reese	10%	10%	10%	10%	5%	5%
Senior Program Manager	Marcus Rozbitsky	50%	50%	50%	50%	10%	10%
Program Manager	PM - TBD*	100%	100%	100%	100%	100%	100%
Project Specialist	Madeline Gulley	25%	25%	50%	50%	50%	50%
Project Manager, Retail Outreach	Tim Olson	50%	20%	20%	20%	10%	10%
Project Specialist	Rhea Grover	50%	75%	75%	75%	10%	10%
Project Coordinator	Tanairy Alfaro Salazar	100%	100%	100%	100%	100%	100%
Customer Service	12 APTIM FTE ³	33%	33%	33%	75%	50%	25%
Business Analyst	LaRael Dixon	20%	50%	80%	80%	20%	20%
Project Manager	Maura Sartwell (Stralto)	75%	75%	75%	75%	20%	20%
Senior Developer	Vikas Maurya (Stralto)	100%	100%	75%	75%	10%	10%
Business/ Quality Analyst	Janani Shrinivas (Stralto)	25%	50%	80%	80%	–	–

³ Up to 12 APTIM employees are available to meet customer demand during this period. The percentages listed by month indicate the average % FTE across 12 staff. For example, if a month shows “100%” then all 12 staff members are estimated to be full-time. If a month shows “50%” then the 12 staff members will average 50% time.

Exhibit D - Subcontractors

APTIM may subcontract with the following companies to support the scope of work. Additional subconsultants must be authorized in advance, in writing by Ava:

Stralto, Inc. is a Microsoft Gold Platform Partner and will assist with the configuration and maintenance of APTIM's APTracks system (APTIM's Dynamics-based e-bike platform) and will lead the implementation of the API to allow data flows between APTracks and Ava's data system. Stralto has assisted APTIM with its IT platform for the City of Boulder's and State of Colorado's e-bike programs, as well as the City and County of Denver's Home Energy Program.

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Exhibit E - Service Level Agreement

Both Parties shall comply at all times during the Term with the following Ava SLAs that provides Ava's expectations for customer interactions by Contractor:

- Ava to review deliverables provided by Contractor during launch period, and approve or revise within 5 business days.
- Contractor shall keep a 99% platform uptime.
- Contractor will train and deploy 12 staff to respond to customer inquiries (email and phone). The number of staff deployed at a given time will depend on expected contact volume and will increase during initial program launch, voucher releases and marketing or promotional events.
 - The Contractor's customer contact system will provide 3 language options (English, Spanish, Simple Chinese). Based on the customer selection, calls will be routed to the next available staff member in the contact center tree that meets the language requirement selected by the caller. If no qualifying staff members are available, the call will be automatically routed to voicemail.
 - The Contractor's portal will include a "chat-bot" to support bike retailers with answers and resources related to common questions.
- Contractor and all subcontractors responding to, or engaging directly with, Ava customers shall respond to direct customer inquiries no later than 2 business days after the inquiry is received. Unless otherwise agreed to, Contractor and subcontractors are to provide at least two options for customer contact (email and phone). Unless otherwise agreed to, the Contractor shall provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.
 - Customer Average Hold Time (AHT) when calling into the Contractor managed call-center shall not exceed 5 minutes. The maximum hold time shall not exceed 15 minutes. If an agent is unavailable, the customer will be routed to voicemail, which would notify customers they will be called back within the next 2 business days. Voicemails will be returned within 2 business days.
- Contractor will provide the following customer information to Ava within the Program Implementation Manual: when and how participants and potential Program participants will be contacted, what data will be collected, how that information will be stored, how that information will be shared with Ava, and the resources & process for handling customer support & complaint escalation.

SLAs for the Program Website and Platform:

A) Availability

a) Definitions.

- i) "Maintenance Window" shall mean the total minutes in the reporting month represented by the mutually agreed day(s) and time(s) during which Contractor shall perform maintenance on the services.
- ii) "Scheduled Downtime" shall mean the total minutes in the reporting months represented by the Maintenance Window.
- iii) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

- b) Service Level Standard. Services will be available to authorized users for normal use 99% of the Scheduled Uptime.

B) Technical Support Problem Response and Resolution.

- a) Any technical issues with the online application portal(s) and/or landing page(s) must be communicated in writing to Ava on the same day of discovery of the issue.
- b) APTIM shall post notifications on the online application portal alerting potential applicants, applicants, awarded applicants, and bike retailers about any technical issue and timeline for resolution within one (1) business day of discovery of the issue. APTIM will submit in writing an explanation with a clear plan and timeline for resolution to Ava within one (1) business day of discovery of the issue.
- c) APTIM shall resolve any technical issues with the online application portal(s) and/or landing page(s) within one (1) calendar week of discovery of the issue, or submit in writing an explanation with an updated plan and timeline for resolution to Ava.

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