



REQUEST FOR PROPOSAL

For

Ava Community Energy Authority
Ava Bike Electric – Incentive and Lending Programs

RESPONSE DUE

by

11:59pm PST

on

April 17, 2024

April 4, 2024 Version

Changes since original posting identified in **red font**

For complete information regarding this project, see RFP posted at avaenergy.org or contact the Ava representative listed below. Thank you for your interest!

Brett Wiley | Senior Program Associate, Ava
(510) 929-6915
bwiley@avaenergy.org

**AVA COMMUNITY ENERGY
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
Ava Community Energy Authority:
Ava Bike Electric – Incentive and Lending Programs**

Table of Contents

1. STATEMENT OF WORK 1

GENERAL 14

6.EVALUATION CRITERIA..... 17

7.INSTRUCTIONS TO BIDDERS 19

Ava CONTACT 19

SUBMITTAL OF PROPOSALS..... 19

All bids must be received at Ava Community Energy by 11:59 p.m. PST on April 17, 2024. Bids will be received only at the addresses shown below any bid received after that time and date or at a place other than the stated address will not be considered and will be returned to the bidder unopened. **Electronic bids must be submitted in a non-alterable format such as a .pdf..... 19**

RESPONSE FORMAT 20

Attachment A: Required Response Information

Attachment B: Ava Bike Electric: e-bike technical specifications

Attachment C: Service Level Agreement (SLA)

Attachment D: template Consulting Services Agreement (on webpage)

Attachment E: Ava Bike Electric Incentive Program Customer Journey (on webpage)

1. STATEMENT OF WORK

Ava Community Energy is seeking proposals for program design, marketing support, and implementation of a consumer facing Electric Bicycle (e-bike) Adoption Program (Ava Bike Electric) that is available to Ava customers in Alameda County and our growing service area in San Joaquin County, as well any eligible resident of Alameda County. Ava and our selected vendor(s) will leverage the work done through January 2024. Ava is allocating \$10 million to this initiative through the end of 2026, with \$4 million of those funds coming from our partner Alameda County Transportation Commission (ACTC).

1.1. BACKGROUND

Ava is a not-for-profit public agency that operates a Community Choice Energy program for Alameda County and San Joaquin County with sixteen incorporated cities, serving more than 640,000 residential and commercial customers throughout the county. Ava initiated service in June 2018 and is one of 24 community choice aggregation (CCA) programs operating in California. CCAs are expediting the climate action goals of their communities and those of California. Ava is committed to providing clean power at competitive rates while reinvesting in our local communities. For more information about Ava Community Energy, visit <https://avaenergy.org/>

1.2. TERM OF AGREEMENT

The initial term of the Agreement(s) will be for 2.5 years, running through 2026. Ava reserves the right to extend the agreement(s) for up to 3 additional years pending market demand, vendor performance, and additional funding.

2. STATEMENT OF REQUIREMENTS

2.1. Program Description and Goals

Ava is seeking to provide two programs under the title “Ava Bike Electric” to increase adoption of zero-emission micromobility options that are safe and affordable and to reduce motor vehicle trips across our service area. Ava Bike Electric will provide an opportunity to get hands-on experience using e-bikes and reduce the cost of ownership. Ava Bike Electric will have two components and respondents may submit a proposal for one or both Program areas, listed below in order of priority.

1. ***e-bike Incentive Program:*** The e-bike incentive is intended to increase adoption and ownership of electric bikes. The program aims to provide 40% of the allocated incentive budget to low-income customers. Ava is prioritizing the implementation of this program due to already completed foundational work.

2. **e-bike Lending Program:** Ava believes that trying an e-bike is an important first step in convincing many people to own and adopt an e-bike as a primary mode of transportation. We seek to optimize and maximize the number of lending sessions. Ava is soliciting proposals that leverage existing retail infrastructure for short-term lending of e-bikes. Like the Incentive Program, at least 40% of the lending sessions would be dedicated to low-income customers.

2.2. Funding

Ava Bike Electric has a \$10 million budget allocated through the end of 2026. This budget includes \$4 million from Alameda County Transit Commission (ACTC), which can only be utilized for incentives and must be available to any eligible Alameda County resident, including residents of the City of Alameda served by the Cities municipal utility Alameda Municipal Power (AMP). Ava's \$6 million contribution is only available to Ava customers. The program allocation is as follows:

- Incentive Program - \$8M (\$4M for Ava customers + \$4M for any Alameda County resident)
- Lending Program - \$2M (Exclusively for Ava customers)

Ava will work with the selected vendor(s) to pre-fund a dedicated incentive or lending session payment account that's separately invoiced from non-incentive payments to the vendor(s).

2.3. Customer and Program Requirements

The following sections outline the customer eligibility and program requirements for each program under Ava Bike Electric.

Incentive Program Customer Eligibility Requirements

- Alameda County Resident or Ava Customer
- Participation is limited to those at least 18 years old.
- Each eligible participant is limited to 1 e-Bike incentive, and no more than 2 e-Bike incentives per household.
- While participation in both Ava Bike Electric programs is not exclusive to low-income residents, engagement of Ava's low-income customers must be prioritized in respondent proposal(s). Low-income customers are defined as households on the [CARE](#) or FERA electricity rate. Please note:
 - Ava knows the location of our CARE/FERA customers and will confirm eligibility verification (ex. incentive adder) internally and with AMP.
 - CARE/FERA customers do not solely reside in disadvantaged communities (DAC) and / or low-income census tracts (LIC). In turn, Ava Bike Electric design should not focus solely on DAC/LIC geographic boundaries.

Incentive Program Requirements

- Workflow
 - Ava has created and tested a participant application that verifies eligibility criteria. Only eligible participants will be provided to the selected vendor(s) via data transfer.
 - Incentives would ideally be dispersed in monthly tranches by a randomized selection mechanism. A program design that uses first-come, first-serve while still meeting all program requirements or a twice monthly disbursement schedule would be acceptable.
 - For a randomized selection mechanism: Rather than re-apply every tranche, eligible customers who are not selected in their first cycle would stay in the eligible pool for 2 more rounds as a means of reducing the administrative burden and frustration of re-applying.
- Point of Sale Incentives:
 - Proposed levels, which Ava is open to adjustments if explained by respondents:
 - Market rate for standard e-bike: \$400
 - CARE or FERA rate for standard e-bike: \$1,000
 - Cargo and Adaptive e-bike: +\$500 for market and CARE or FERA rate customers
 - CARE or FERA households shall receive a minimum 40% of all incentive funds
 - Ava Bike Electric's incentive can stack for eligible participants with the State of California incentive.
- Eligible Equipment:
 - Incentives will only be available for new e-bike purchases
 - Equipment must meet technical guidelines (Attachment B)
 - Equipment must be on Qualified Product List.
- Fulfillment and Payment
 - e-bikes provided by bike retailers in Ava's service area are the priority, while proposals that leverage an online marketplace are allowed as a supplement.
 - Vendor receives and processes invoices from retailers based on e-bike purchase incentives redeemed and verified
 - Vendor manages an account exclusive to incentive funds and invoices Ava on e-bike incentives redeemed and paid invoices to retailers
- Timing
 - e-bike deployment under the Incentive Program must begin no later than October 13, 2024, or no more than four months after contract execution
- Funding
 - Ava is aware there is other local, regional, state, and federal funding available for e-bikes. Proposals that leverage these external funding sources are encouraged

and will be evaluated according to how they increase Ava Bike Electric program availability, participation, and community benefit.

Lending Program Customer Eligibility Requirements

- Ava Customers only
- Participation is limited to those at least 18 years old.
- Each eligible participant is limited to 1 lending session and no more than 2 lending sessions per household.
- There should be no commitment of the customer to purchase an e-bike to be eligible to participate in the Lending Program.
- While participation in both Ava Bike Electric programs is not exclusive to low-income residents, engagement of Ava's low-income customers must be prioritized in respondent proposal(s). Low-income customers are defined as households on the [CARE](#) or FERA electricity rate. Please note:
 - Ava knows the location of our CARE/FERA customers and will confirm eligibility verification (ex. incentive adder) internally and with AMP.
 - CARE/FERA customers do not solely reside in disadvantaged communities (DAC) and / or low-income census tracts (LIC). In turn, Ava Bike Electric design should not focus solely on DAC/LIC geographic boundaries.

Lending Program Requirements

- Workflow
 - Ava has created and tested a participant application that verifies eligibility criteria. Only eligible participants would be provided to the selected vendor(s) via data transfer.
 - This program would act as a catalyst for coordinated participation in our e-bike Incentive Program, as well as e-bike ownership and market transformation beyond the term of our incentive program mentioned above
- Lending Session Vouchers
 - Ava is seeking guidance from respondents around a lending incentive amount and/or levels that would result in the most lending sessions, introduce e-bikes to those not already biking, and converting lending participation into redeeming an e-bike ownership incentive. CARE or FERA households shall receive at least 40% of all the Lending Program sessions.
- Eligible Equipment
 - Equipment must meet technical guidelines (Attachment B)
- Fulfillment and Payment
 - Leverage and add capacity to existing entities that provide e-bike lending services
 - Vendor receives and processes invoices from retailers for lending session vouchers redeemed, completed, and verified
 - Vendor manages an account exclusive to voucher funds and invoices Ava on lending sessions verified and paid invoices to retailers

- Timing
 - Please propose a launch timeline that's realistic and ambitious.

2.4. Vendor Technology Requirements

Incentive and Lending Program Requirements

- *Data transfers:* Vendor should have or quickly develop the ability to perform data exchanges with either a daily CSV transfer with SFTP and/or via an API. Data to include in these data transfers would include updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives and lending.
- *CRM:* The vendor should have existing CRM infrastructure that it will use to securely store Ava Bike Electric participant data.
 - Vendor should have the ability to use their CRM to move customers through the e-bike customer journey, update customer statuses, dates, and any other customer eligibility criteria as needed.
 - *Coupons:* Vendor should have the ability to manage point-of-sale coupons intended for lending e-bikes and/or for purchasing e-bikes within their CRM. Coupons will be assigned either for e-bike incentives or lending, should be designed for single program use, assigned to specific customers, and should have expiration dates, among other design criteria.
- *E-bike User Management:* Vendor should have or quickly develop a portal that will be used by eligible e-bike customers and/or retailers to provide any required participation information, be selected for an incentive (including by randomization if that's part of your proposal), be waitlisted for an incentive if demand outstrips available funds, retrieve a point-of-sale coupon for an e-bike incentive and/or lending session, determine validity of a coupon, and reimburse coupons & report on the transactions.
- *UAT Plan:*
 - *Test Data:* Vendor should be able to 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., the data they are expected to have but don't have yet) and complete system testing with sample data.

- *UAT Plan:* Vendor should present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey.
 - *Independent vs Joint UAT:* Vendor should 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.

2.5. Assumptions and Completed Work Prepared for Launch

Ava has been working on Ava Bike Electric ahead of this solicitation. The following work products and collateral can be utilized on Day 1 and will need to be updated by the selected vendor(s) of this solicitations:

- Program Implementation Manual
- Customer Journey
- Customer segmentation analysis
- Marketing plan
- Marketing materials for residential customers, bike shops, and community partners. This includes a program webpage.
- e-bike technical specifications
- Qualified Product List (QPL)
- Program Participation Agreements and T&Cs
- Identification and detail of 47 e-Bike retailers across our service area and 9 on-line retailers, including 12 bike shops with outlined agreement terms and who are committed to participate for the incentive program kick-off

For clarity on roles and responsibilities within the customer journey, Ava would own the following:

- Any marketing channel that engages residential customers – market rate and CARE/FERA - prior to eligibility, including a growing list of 25 community-based organizations and public agencies engaged as program partners
- Program application that's housed on Ava's website
- Data transfers for eligible customers to the vendor(s)
- Pre- and post-surveys for customer participation

2.6. Qualifications and Proposal Requirements

Respondents can apply to one or both programs. Ava reserves the right to select one respondent for the Incentive Program and another for the Lending Program. Scope and price each phase separately.

The successful proposal(s) must demonstrate that the Consultant has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of work.

2.7. Scope of Work

Ava Bike Electric: Incentive Program. Deliver a point-of-sale e-bike incentive program as outlined in Section 2.1.

A. Program Start-up and Management

- i. Additional Program Requirements. Work with Ava to agree to the following:
 - B. Eligible e-bikes on Qualified Product List (“QPL”) – ongoing updates, especially in light of UL standards
 - C. Data to be tracked and reported to Client – any updates from what’s listed below
 - D. Data Exchange Methods and Protocols (SFTP/Flat File or other method)
- ii. Program Implementation Manual (“PIM”). Update in the following ways and provide to Client for approval before it's finalized for program launch:
 - 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 re-selling of e-bikes
 - C. Process for returned incentive funds
 - D. Incentive Program oversubscription and wait lists
- iii. Participation Agreements. Update existing Agreements for customers, e-bike manufacturers, and e-bike retailers to account for any changes in PIM and their ability to participate in the Program
- iv. E-bike Provider Recruitment and Management. 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.
- v. Marketing. Vendor(s) would only own customer communications once customers are deemed eligible by Ava through to any step before their customer journey ends with a survey, which will be owned by Ava. Vendor will need to develop and implement automated email and SMS customer communications during the customer journey owned by the Vendor

Otherwise, vendor(s) would be in an advising role to Ava’s Marketing team, who will own the Program’s marketing efforts and seek support in the following ways:

- a. Understanding and co-creating interest and participation volume expectations for marketing campaign deployment that aligns with program goals and bike retailer capacity
 - b. Benchmarks to determine whether marketing channels are performing as intended from peer programs
 - c. Uncovering unique channels to engage potential Ava Bike Electric participants
 - d. As needed, provide feedback on Ava developed marketing material within five (5) business days of receipt
 - e. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
 - f. Regular meetings to review and align marketing activities, customer support & feedback, and program performance
- B. Incentive Program. Vendor will administer an Ava branded e-bike incentive program with the following features that meet the aforementioned program requirements:
- i. 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.
 - ii. After qualification, customers obtain and redeem a Standard or CARE incentive coupon to purchase a standard, cargo, or adaptive e-bike on the QPL from a participating retailer. An on-line e-bike marketplace option could be provided as a supplement.
 - iii. Create and manage an incentive allocation mechanism to reduce over-subscription and increase equitable program participation. This would ideally be a randomized selection mechanism. A first-come, first-serve mechanism would also be acceptable, provided that it meets the program requirements. Ava and selected vendor may agree by email to iterate, refine, or abandon the original methodology based on program participation and feedback.
 - iv. Create and manage a separate incentive bank account. This account is prefunded by Ava at an amount that will cover six (6) months of projected incentive payments. After the first quarter of implementation and every quarter thereafter, Vendor 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 3 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. At the end of the Agreement term, the balance left unspent in the incentive account will be returned to Ava.
- a. Customer Support. Provide support for residential customers and participating retail locations about the program in the following ways while meeting the outlined SLAs in Attachment C:
- i. Establish a toll-free number and email address for customer and retailer contacts,

- available during participating bike shop hours to reduce the likelihood that contacts will reach a non-response.
 - ii. Customer support must be provided in at least English, Spanish, and Simplified Chinese.
 - iii. Direct calls received after hours to a voice messaging system and return calls within one business day of receipt.
 - iv. Provide customers with any additional training and education on e-bikes and lending program usage.
- b. Administration and Reporting. Vendor will administer the program, track and analyze key metrics, and report Program budgets and status.
- i. 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 and Subcontractors in project management software and ensure ongoing & active use for effective program delivery.
 - ii. Data Extracts. 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.
 - iii. Marketing Reporting and Metrics. Regularly 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) Google Analytics: related to any customer engagement with Vendor-owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.
 - iv. Incentive Monthly Reports. Establish a monthly report format and KPIs with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times (provided in attached SLA), 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:
 - 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. # 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 # of participants per customer journey stage, zip code, and % of those by CARE/FERA participants
 - E. Bike purchase statistics by type, make, and model
 - F. Purchase channels, online and participating retailers
 - G. Program budget status, including invoices paid out to retailers compared to what's been requested
- iv. Quarterly Reports. Provide Client 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. # of customer calls, emails
 - B. # 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
- v. Annual Reports. Provide Client 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, overall annual GHG savings claim with adequate supporting data to assist in verification, and program design recommendations for the upcoming Program year, as applicable.

Ava Bike Electric: Lending Program. Deliver an e-bike lending program that pays for short-term lending sessions from existing local bike shops that rent e-bikes. A market analysis would determine the mid/long term needs of Ava customers for e-bike lending and how different program designs and operational structures can best meet those needs, as well as Ava's operational capabilities. This scope could be an addendum to the respondent who also applies to the Incentive program, or from a separate entity who would manage this component in coordination with the vendor selected for the Incentive program.

A. Program Start-up and Management

- i. Additional Program Requirements. Work with Ava to agree to the following:
- 1. Method and mechanism for equitably providing access to e-bike lending sessions
 - 2. Eligible lending locations
 - 3. Data to be tracked and reported to Client – any updates from what's listed below
 - 4. Data Exchange Methods and Protocols (SFTP/Flat File or other method)
- ii. Program Implementation Manual ("PIM"). Finalize and provide to Client for email approval a PIM focusing on the following updates:
- 1. Rules and requirements for program customers, vendors, and other

- participants
- 2. Lending oversubscription and waitlists
- 3. Lending program operations
- 4. Stimulating participation in the incentive program for e-bike purchases

i. Participation Agreements. Finalize agreements for customers and qualified lending locations to participate in the program

ii. Lending Location Recruitment. Engage, contract, and manage relationships with entities that provide e-bike lending services where eligible participants could reserve and complete a short-term e-bike rental and are provided appropriate training & education and protective equipment prior to the rental period. Ongoing training of lending service staff and evaluating that participating providers are meeting program requirements, including voucher verification and on-site signage.

iii. Marketing. Vendor(s) would only own customer communications once customers are deemed eligible by Ava through to any step before their customer journey ends with a survey, which will be owned by Ava. Otherwise, vendor(s) would be in an advising role to Ava's Marketing team, who will own the Program's marketing efforts and seek support in the following ways:

- a. Understanding and co-creating interest and participation volume expectations for marketing campaign deployment that aligns with program goals and bike retailer capacity
- b. Benchmarks to determine whether marketing channels are performing as intended from peer programs
- c. Uncovering unique channels to engage potential Ava Bike Electric participants
- d. As needed, provide feedback on Ava developed marketing material within five (5) business days of receipt
- e. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
- f. Develop and implement automated email and SMS customer communications during the customer journey owned by the Vendor
- g. Regular meetings to review and align marketing activities, customer support & feedback, and program performance

B. (Optional) E-bike Lending Market Analysis. In the mid to long term future, Ava Bike Electric has a goal of transforming the market such that incentives aren't a meaningful or necessary driver of e-bike ownership and thus that program would wind down. Ava believes a lending experience will still be crucial to move the market to e-bike adoption and mode shifting. Conduct a marketing analysis to identify the mid & long-term future of an e-bike lending program that assesses that assumption, Ava customer needs for a lending program with and without follow-on incentives, and evaluates different methods for delivering that service. While optional for this scope, Ava will want this market analysis completed in 2025.

C. Lending Program. Vendor will administer an Ava branded e-bike lending program with the following features that meet the aforementioned program requirements:

- i. The portal will be accessible on a desktop and mobile device (iOS and Android) and allow eligible participants to redeem and complete a lending session at a participating lending location. Ideally, the incentive would be universally applied to any participating lending location.
- ii. Create and manage a lending session redemption mechanism to reduce over-subscription and increase equitable program participation. This would include waitlist management relative to the available supply of e-bike lending sessions.
- iii. Create and manage a separate incentive bank account. This account is prefunded by Ava at an amount that will cover six (6) months of projected incentive payments. After the first quarter of implementation and every quarter thereafter, Vendor 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 3 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. At the end of the Agreement term, the balance left unspent in the incentive account will be returned to Ava.

a). Customer Support. Provide support for residential customers and participating lending locations about the program in the following ways while meeting the outlined SLAs in Attachment C:

- i. Establish a toll-free number and email address for customer and retailer contacts, available during participating bike shop hours to reduce the likelihood that contacts will reach a non-response.
- ii. Customer support must be provided in at least English, Spanish, and Simplified Chinese.
- iii. Direct calls received after hours to a voice messaging system and return calls within one business day of receipt
- iv. Provide customers any additional training and education on e-bikes and lending program usage

b) Administration and Reporting. Vendor will administer the program, track & analyze key metrics, and report Program budgets and status.

- i. 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.
 - b) Train all staff and Subcontractors in project management software and ensure ongoing & active use for effective program delivery.
- ii. Data Extracts. 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.

- iii. Marketing Reporting and Metrics. Regularly report the following to the Client:
 - a) Email Metrics: including emails sent, open rate, bounce rate, and click-through rates.
 - b) Google Analytics: related to any customer engagement with Vendor-owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.

- vi. Lending Monthly Reports. Establish a monthly report format and KPIs with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times (as described in Attachment C), customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in Attachment C), survey responses, 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:
 - A. # of locations enrolled and operational
 - B. Total # of participants per customer journey stage, location, and % of those by CARE participants
 - C. Average number of days on waiting lists, by lending location
 - D. Average utilization of the available bike sessions in a given month at each location and aggregated across all locations in operation
 - E. # of miles traveled on a per lend and aggregate basis with e-bike loans, as measured with on-board bike computers
 - F. Program budget status, including invoices paid out to lending locations compared to what's been requested

- vi. 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. # of customer support calls and emails
 - B. # of customer experience escalations, and time to resolution

- vii. Annual Reports. Provide Client 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, overall annual GHG savings claim with adequate supporting data to assist in verification, and program design recommendations for the upcoming Program year, as applicable.

3. CONSULTANT SERVICES

Ava intends to award one Consulting Services Agreement based upon the highest-ranked score for each technical area described in Section 2. The selected consultants shall comprise a shortlist of available consultants.

4. PROPOSED CALENDAR OF EVENTS

Action	Date
1. Issuance of RFP	Wednesday, March 20
2. Deadline for questions/clarifications	Wednesday, March 27 at 11:59pm PST
3. Question Responses posted Online	Tuesday, April 2 at 5:00pm PST
4. Deadline to submit proposals	Wednesday, April 17 at 11:59pm PST
5. Proposal Evaluation & Finalist Selection	April 18-26
6. Finalist interviews	May 6-17
7. Best and Final Offer	Friday, May 24
8. Award of Contract by Board of Directors	Wednesday, June 12

5. PROCEDURES, TERMS, AND CONDITIONS

GENERAL

Incurring Cost

This RFP does not commit Ava to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

Claims Against Ava

Neither your organization nor any of your representatives will have any claims whatsoever against Ava or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between Ava and your organization.

Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals.

Basis for Proposal

Only information supplied by Ava in writing by the Contact in connection with this RFP should be used as the basis for the preparation of Consultant(s)'s proposal.

Form of Proposals

Proposals must be submitted electronically by e-mail to bwiley@avaenergy.org.

Amended Proposals

Bidders may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. The Contact will not merge, collate, or assemble proposal materials.

Withdrawal of Proposal

Bidders may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Consultant(s) must submit a written withdrawal request signed by the Consultant(s)'s duly authorized representative addressed to and submitted to the Contact.

Late Responses

To be considered, proposals must be received electronically by email by Thursday, April 17, 2024 at 11:59pm PST. No late responses will be considered.

California Public Records Act (CPRA)

All proposals become the property of Ava, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant(s) proprietary information is contained in documents submitted to Ava, and Consultant(s) claims that such information falls within one or more CPRA exemptions, Consultant(s) must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Ava will make best efforts to provide notice to Consultant(s) prior to such disclosure. If Consultant(s) contends that any documents are exempt from the California Public Records Act (CPRA) and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before Ava's deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within Ava's deadline for responding to the CPRA request, Ava may disclose the requested information.

Consultant(s) further agrees that it shall defend, indemnify, and hold Ava or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from Ava's assertion of an exemption or privilege as a basis for withholding any information marked confidential by the Consultant(s).

DO NOT MARK YOUR ENTIRE BID CONFIDENTIAL. ONLY MARK THOSE PAGES THAT YOU BELIEVE CONTAIN PROPRIETARY INFORMATION.

Confidentiality

All data and information obtained from or on behalf of Ava by the Consultant(s) and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Consultant(s) and its agents as confidential. The Consultant(s) and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from Ava.

Generally, each proposal and all documentation, including financial information, submitted by a Consultant(s) to Ava is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Bidders agree to provide the Contact with a valid e-mail address to receive this communication.

Ava Rights

Ava and its Contact reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Bidders;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant(s) without liability, and negotiate with other Consultant(s)(s);
- k. Disqualify any Consultant(s) on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Ava;
- l. Eliminate, reject, or disqualify a proposal of any Consultant(s) who is not a responsible Consultant(s) or fails to submit a responsive offer as determined solely by A or its representative; or
- m. Accept all or a portion of a Consultant(s)'s proposal.

Supplier Diversity

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission 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, Bidders that execute a contract with Ava will be required to complete a Supplier Diversity Questionnaire. Ava will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information will not impact the selection process or good standing of executed contracts.

Ava encourages all eligible parties to get certified with the CPUC as a women, minority, disabled veteran and/or LGBT owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

6.EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and other information requested by Contact or Ava, or as deemed appropriate by Ava. Proposals must provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or Ava may waive minor irregularities in proposals if doing so would be in the best interest of Ava. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with the RFP requirements.

The review/evaluation team will select the proposal that offers the greatest value to Ava based on an analysis of the following criteria:

	Technical Evaluation Criteria	Points
1.	Meets Ava Eligibility Requirements <ul style="list-style-type: none"> ● Serves Ava member communities ● Allocates required resources to income qualified customers ● Viable plan to launch Incentive Program by 10/13/24 and Lending Program by the end of 2024 	Yes/No
2.	Applicant Qualifications and Experience <ul style="list-style-type: none"> ● Team is experienced and capable of delivery ● Team has local capacity and relationships ● Team has experience deploying similar programs successfully 	25
3.	Program Planning & Implementation	35

	<ul style="list-style-type: none"> • Program launch leverages what’s already been developed by/for Ava • Program design facilitates a smooth customer journey and equitable access to program benefits • Proposal clearly articulates how the Team will staff and resource this program as a high priority • Strong supply side engagement and contracting plan • Program increases e-bike awareness and adoption throughout Ava’s service area • Well documented plan for maintaining the program over the 2.5-year duration 	
4.	Proposed Budget <ul style="list-style-type: none"> • Clearly outlined, realistic, and explained 2.5-year program budget • Competitiveness of pricing and transparency of pricing structure • Administrative costs are 15% or less than the total program budget • Incorporation of performance-based metrics and payment as a total percentage of the non-incentive program budget • Leverages additional external funding 	20
5.	Lending Program Market Analysis <ul style="list-style-type: none"> • Clearly explained plan and timeline for completing the market analysis in 2025 	2.5
6.	Acceptance of Ava Master Services Agreement <ul style="list-style-type: none"> • Proposer has no (or minimal) redlines of Ava MSA 	5
7.	Ava Special Procurement Preferences <ul style="list-style-type: none"> • Bidder Location - Ava Service Area • Bidder Location - Disadvantaged Community • Union Labor • Disabled-Veteran Owned Business 	5 2.5 2.5 2.5
	TOTAL	100

In addition to these technical evaluation criteria, Ava will also consider a set of Special Procurement Preferences, outlined in our Administrative Procurement Policy.

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors determined to be in the best interest of Ava. Ava will not be bound to award the contract(s) based solely on the lowest bid submitted.

Ava’s form of a Consulting Services Agreement is attached as **Attachment D** and includes Ava’s current insurance requirements. Please note that these requirements are subject to

change by Ava prior to execution of a contract with a selected Bidder and may require annual updating during the term of a Consulting Services Agreement. Bidders are expected to note any exceptions to the Consulting Services Agreement in the Bidder's response and failure to do so may preclude consideration of any requested change at a later date.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), Ava reserves the right to further negotiate the proposed work and/or method and amount of compensation. Ava further reserves the right to consider the changes made to the Consulting Services Agreement in its evaluation and selection.

7.INSTRUCTIONS TO BIDDERS

Ava CONTACT

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded. Bidders must not have any contact with Ava personnel, nor should they lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFP may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by 11:59 p.m. PST on Wednesday, March 27, 2024 to:

Attn: Brett Wiley
Ava Community Energy
E-Mail: bwiley@avaenergy.org

The Ava website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.avaenergy.org/solicitations> to view current opportunities.

SUBMITTAL OF PROPOSALS

All bids must be received at Ava Community Energy by 11:59 p.m. PST on April 17, 2024. Bids will be received only at the addresses shown below any bid received after that time and date or at a place other than the stated address will not be considered and will be returned to the bidder unopened. **Electronic bids must be submitted in a non-alterable format such as a .pdf.**

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
 - a. Brett Wiley, Senior Program Associate - Ava: bwiley@avaenergy.org
2. Bidders are responsible for all of their costs required for the preparation and submission of a bid.

3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” means, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
4. All other information regarding the bid responses will be held as confidential until the Review Committee has completed its evaluation, a recommended award has been made by the Ava Board of Directors, and the contract has been fully negotiated.
5. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), Ava will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant(s) may be subject to criminal prosecution.
7. The undersigned Bidder certifies that it is, at the time of bidding, and throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
8. It is understood that Ava reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one-hundred and eighty (180) days, unless otherwise specified in the Bid Documents.

RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. **Objections for the form of Consulting Services Agreement:** Bidders must provide any and all specific objections to the Form Consulting Services Agreement in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes.

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted in order for a bid to be deemed complete. Clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the Ava and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the Ava. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Key Personnel:** Bid responses shall identify the lead contact and include a complete list of all key personnel associated with the RFP. This list must include all key personnel, and a description of their qualifications, who will provide services/training to Ava staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a)The person's relationship with Bidder, including job title and years of employment with Bidder;
 - (b)The role that the person will play in connection with the RFP;
 - (c)Address, telephone, fax numbers, and e-mail address;
 - (d)Person's educational background; and
 - (e)Person's relevant experience, certifications, and/or merits.
- 4. **Supplemental Questionnaire:** Bidder shall include responses and supporting documentation for Attachment A: Supplemental Questionnaire
- 4. **Scope of Work:** Bidder shall provide a contract-ready scope of work based on Section 2.
- 5. **Costs:** Bidder shall include bid costs in the following manner for either or both program areas that includes a clear breakdown of costs across calendar year; type of payment (performance, deliverable, time, etc); and term of each payment. Specific areas to include in your budget:
 - A. Bidder fee structure, including differentiating between payment types. For performance-based payments, indicate how you plan to measure the results and how Ava can verify the outcome.
 - B. Direct and reimbursable expenses, if any
 - C. Details of cost of service for which the Bidder is responding to
 - D. Include costs for implementation and operations, and if there are any costs to maintain work post-implementation
 - E. Costs for any innovative components added to the scope of the proposal
- 6. **References:**

Bidders are to provide a list of at least three (3) current relevant clients. References must be satisfactory as deemed solely by responsible Ava staff. References should have

similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

References must include: company name, contact person (name and email), address, telephone number, date of services, and description of services provided. Bidders must verify the contact information for all references provided is current and valid.

Bidders are encouraged to notify all references that responsible Ava staff may be contacting them to obtain a reference.

Ava staff may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. Ava staff reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

7. Review of Ava Consulting Services Agreement: The Respondent will review the Form Consulting Services Agreement (Attachment D) and identify, by redline, any portions the Respondent desires to amend either by addition, deletion, or modification.

Attachment A

Required Response Information

- A. Please provide an organizational description and qualifications including:
 - a. Bidders general size, resources, and organizational & team management structure with respect to the proposal.
 - b. Audited financial statements for the past three (3) years
 - c. Five (5) page maximum.

- B. Please provide the approach as response to this proposal including:
 - a. Presentation of well-conceived work plan for pre-launch period and throughout the contract period. This should include a breakdown of incentives distributed & redeemed and the associated new e-bikes owned and/or lending sessions completed with a stated methodology for determining that breakdown.
 - b. Show how the work plan will meet Ava's objectives, scope, and schedule.
 - c. Suggestion of innovations, additional, or modifications to this proposal's scope including any additional value the Bidder can create to the proposal's scope.
 - d. Seven (7) page maximum.

- C. Please provide a summary of the following summary points of your proposals
 - a. Program management experience
 - i. # of U.S. clients you've implemented a comparable solution and the subset of those that were for an e-bike incentive and/or lending program
 - ii. # of e-bike incentives reimbursed through a comparable solution
 - iii. # of e-bike lending sessions completed through a comparable solution
 - iv. Incentive and/or lending platform uptime over the past 12 months

- v. Automated communication methods available during the customer journey
 - vi. Communications methods available for customer support: email, phone, live chat, SMS?
 - b. Ava Bike Electric program management – separate answers for incentives and lending if applying for both programs
 - i. Total program budget
 - ii. Adjustments to proposed incentive type and levels
 - iii. % of budget dedicated to incentives
 - iv. % of non-incentive budget that's performance based
 - v. Brief summary of incentive and/or lending reimbursement method
 - vi. # of weeks it will take to launch the program, from contract signed to the first customer application
 - c. Incentive Metrics
 - i. # of new e-bikes purchased, including % for CARE customers
 - ii. # of e-bike retailers already contracted with your organization, and # of those that could be applied to Ava Bike Electric on Day 1
 - d. Lending Metrics
 - i. # of lending sessions, including % for CARE customers
 - ii. Length of lending session
 - iii. # of lending entities identified and/or already contracted with your organization, and # of those contracts that could be applied to Ava Bike Electric on Day 1
 - e. Two (2) page maximum
- D. Please provide a schedule with key milestones or benchmarks along with expectations, dependencies, and required levels of Ava staff time.
 - a. Two (2) pages maximum.
- E. Ava Procurement Preferences
 - a. Does your organization have an office located in Ava's service territory or does at least 25% of your workforce reside in Ava's service territory?
 - b. Will your organization use union labor or union contractors for these services if selected?
 - c. Is your organization registered as a Disabled Veteran Business Enterprise with the California Department of General Services?
 - d. Is the office where work will primarily be conducted on behalf of Ava for these services be located in a Disadvantaged Community as identified by the California Environmental Protection Agency's CalEnviroScreen Tool?

Attachment B

Ava Bike Electric e-bike technical specifications

<i>E-Bike Technical Specifications</i>	<i>For Incentive Program and Lending Library Program</i>	<i>Notes</i>	<i>Notes on Inclusions</i>	<i>Notes on Exclusions</i>
General Program Requirements:	<p>Bikes purchased must meet all of the following requirements in this column:</p> <ul style="list-style-type: none"> *Must be purchased from approved retail shop partners or Ava program implementer online marketplace *Must be purchased new, not used. *Bike models purchased must be on the approved Qualified Product List *Must come from the manufacturer with an installed motor, battery, and accompanying charging equipment, at a minimum. 			Used e-bikes, whether bought at a store or via other means (i.e. Craigslist) will not receive an incentive. Any e-bikes NOT on our Qualified Product List through a participating retailer are not eligible.
E-bike Classes:	Any Class 1, Class 2, or Class 3 E-bikes are eligible, provided they meet the other technical requirements.	Visit the CA State E-bike Bill for class definitions		Top speed with electric assist is 28 MPH
Motor wattage limit:	750 watts or less			
Motor Type (i.e. hub or mid-drive):	Not limited to any motor type			
Battery certification:	Certification to UL 2271 and/or UL 2849 and/or EN 15194	<p>An official list of certified bike brands and model does not currently exist.</p> <p>List of current OSHA-approved organizations to certify bikes: https://www.osha.gov/nationally-recognized-testing-laboratory-program/current-list-of-nrtls</p>		
Other specifications:	<i>For Incentive Program and Lending Library Program</i>	<i>Notes</i>	<i>Notes on Inclusions</i>	<i>Notes on Exclusions</i>
Battery Capacity:	No battery capacity is specified			
Electric Assist Range:	No minimum range is specified			
Throttle:	E-bikes with or without throttles are permitted	Class 2 e-bikes have throttles. Class 1 and 3 do not.		E-bikes with throttles that provide motor power above 20 MPH would not meet the definition of Class 1, 2,

				or 3, and are therefore excluded.
Suspension:	Dual suspension e-bikes designed primarily for off-road use are not permitted.	Intended to exclude dual suspension mountain bikes.	Bikes with just front suspension are allowed. Dual suspension may be allowed for bikes that are intended to be used primarily on-road, or for bikes with no more than 30mm of suspension travel.	
Gearing:	There are no min or max limits on gears for e-bikes			
Electrical systems certification:	No standard upon program launch.	UL 2849 is a certification standard for the entire e-bike electrical system (battery, motor, controller, etc) and is a relatively new certification, so some manufacturers may not have finished certification yet. We don't think E-Bikes should be excluded if they haven't yet finished certification, but this requirement will be revisited after launch.		

Definitions of bike types:	For Incentive Program and Lending Library Program	Notes	Notes on Inclusions	Notes on Exclusions
Standard E-Bikes:	E-bikes with 2 wheels designed and intended to carry a single rider with a small to moderate amount of cargo.	Model "types" include, but are not limited to: City, commuter, hybrid, step-thru, cruiser, gravel, and folding.		Tandems excluded.
Cargo E-Bikes:	E-bikes designed and intended to carry more than one rider and/or a moderate to large amount of cargo. This should include manufacturer-integrated elements, such as cargo racks and/or baskets/bags/containers. Minimum weight capacity of 240 pounds. These may have 2 or more wheels.	Front or rear loading cargo bikes come in a number of different frame styles, and will need evaluate these on an ongoing basis		
Adaptive E-Bikes:	E-bikes with 3 or more wheels that make the act of cycling easier for riders with body mobility limitations. 2-wheeled e-bikes may also qualify depending on the design.	Trikes, recumbent e-bikes, Wheelchair tandems & carriers, and hand bikes		

Attachment C Service Level Agreement (SLA)

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 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.
- 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.

1) 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.

2) 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.

1) Service Level Standard. The Contractor will respond to four categories of problems categorized by severity level:

Table 1. Response Times by Activity

Severity Level (impact)	Definition	Initial Response	Initial Response Time*	Ongoing activities
Critical	Production environments – complete loss of service or significant functionality that is completely unavailable, and no workaround exists	<ul style="list-style-type: none"> • Notify and assign key support ticket team. • Initiate IT triage process with Duty Manager • Inform business stakeholders 	< 1 business hour	<ul style="list-style-type: none"> • Communicate to stakeholders every 3 hours until resolved • On resolution, writeup RCA • Review RCA with key parties
High	Production environment - Degraded service impeding critical business processing and/or causing disruption to normal production	<ul style="list-style-type: none"> • Notify and assign key support ticket team. • Inform business stakeholders based on priority 	Within 4 business hours	Communicate to stakeholders once per day until resolved (during business hours)
Medium	Non-critical production is experiencing problems with minimal impact	Inform business stakeholders based on priority	Within 2 business days	Communicate to stakeholders 1x per week until resolved (during business hours)
Low	Non-critical production is experiencing minor problems and/or questions exist	Inform business stakeholders based on priority	Within 5 business days	Communicate to stakeholders 1x per sprint cycle (2 weeks) until resolved (during business hours)

*Standard Support Business Hours 8am – 6pm PST