

City of Moreno Valley

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and ESC Partners, a Limited Liability Company (LLC), with its principal place of business at 1150 Crosspointe Lane, Suite 1, Webster, NY 14580, hereinafter referred to as the “Vendor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional Utility Customer Services contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional Utility Customer Services contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the Utility Customer Services as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. VENDOR INFORMATION:

Vendor’s Name: ESC Partners

Address: 1150 Crosspointe Lane, Suite 1

City: Webster State: NY Zip: 14580

Business Phone: (585) 402-5688 Fax No.: N/A

Other Contact Number: N/A

Business License Number: 38598

Federal Tax I.D. Number: 27-2207085

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2025 to June 30, 2029 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: Chen Gao, Ruby Irigoyen, Elizabeth Fahmy, and Donald Thompson.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates Travis Murray, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this

Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are,

subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the

event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
 - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-

VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. **Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage**
2. **Additional Insured endorsement for auto liability coverage**
3. **Waiver of Subrogation for workers compensation coverage**

R. **Intellectual Property.** Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. **Termination.** The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. If, in the opinion of the City of Moreno Valley, Vendor fails to perform or provide prompt, efficient service, the City may terminate or cancel this Agreement upon five (5) days written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
 3. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 4. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
 5. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

ESC Partners
1150 Crosspointe Lane, Suite 1
Webster, NY, 14580
Attn: Travis Murray

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Electric Utility Division Manager – Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.
3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
 12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
 13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

1 Scope of Work

1.1 Background/Overview

MVU currently provides electrical service to approximately 8,400 customers comprised of about 7,600 residential accounts and 800 commercial/industrial accounts. All customers are billed on approximate monthly cycles in accordance with the Electric Service Rules, Fees and Charges (Tariff), the Electric Rate Schedule and the MVU Time-of-Use Rate Schedule as approved from time to time by the Moreno Valley City Council (See Attachment A for current Tariff and Rate Schedules). Vendors are required to review the City's Tariff and Rate Schedules and will be requested to certify completion of the review. Evaluation of Vendor responses to the RFP will be based on the presumption by the Screening Committee that the required reviews have been completed prior to preparation of Vendor responses to the RFP.

MVU utilizes the Oracle Utilities Customer Cloud Service 238 MPG Version 11.1 utility billing software (CCS) as the system of record for all customer-related information and activity. MVU completed its implementation of CCS in December 2022 and completes an update to the most recent version every 4 months. MVU operates and maintains CCS with internal staff. Electricity usage measurement for MVU customers is provided through Itron Electric Meters Advanced Metering Infrastructure (AMI).

Vendor staff will be required to participate in robust and comprehensive training programs for MVU's systems, rules, protocols and procedures. Training will be provided using a combination of in-person and online instruction. Upon completion of training, Vendor staff will be required to demonstrate adequate proficiency on all aspects of the service(s) to be provided and will be required to participate in any additional training necessary to maintain proficiency and accommodate changes in MVU protocols, procedures, software upgrades, rate and rule changes, etc.

MVU is pursuing expanded use of automated response options for customers to expedite excellent service. The Vendor will take a lead role in the development of:

- Comprehensive and straightforward options using Interactive Voice Response (IVR)
 - General Service-related inquiries
 - Customer options during service interruptions (power outages)
- Development of real-time online assistance via "chat" or dialogue interaction
- Call-back option for customers unable to complete requested assistance in time available
 - During periods of heavy call-volume
 - Available appointment times for customer convenience

MVU reserves the right to select all, some or none of the automation programs developed by the Vendor that are optimally suited for MVU's business model.

The Vendor is responsible for ensuring that all customer data and information is maintained using the highest levels of security protocols:

- Provide the Vendor's current Identity Theft Prevention Program as required by the Federal Trade Commission ("FTC") (including all annual updates and reports)
- MVU requires the Vendor to obtain and maintain all customer information related to customer's personal, payment and credit information. Indicate the Vendor's compliance with the appropriate privacy controls according to the PCI Data Security Standard ("PCI DSS")

- Provide the Vendor's written policies and procedures to detect, prevent and mitigate Identity Theft in accordance with the Federal Trade Commission's Red Flag Rules (pursuant to the Fair and Accurate Credit Transactions (FACT) Act of 2003)
- Vendor will be required to adhere to internal Privacy Protection Policy (ies) as may be established by MVU at any time that includes processes or requirements that exceed existing Federal or State standards

Indicate the Vendor's agreement to return any and all data furnished by or obtained on behalf of MVU promptly upon request whether upon the termination or completion of the contract in whichever form it is maintained

MVU may engage additional Vendor-provided services to provide support for Engineering and Operations functions. The successful Customer Services Vendor will be required to establish and promote professional relationships/interactions with the Vendors that deliver these support services. In many cases, the services provided by the Customer Services Vendor will directly support and be supported by the duties of the Engineering and Operations providers.

1.2 Call Center Services

The Vendor shall provide professional Call Center Services to support a wide range of responses to inquiries from MVU residential, commercial and industrial customers. Vendor staff shall be highly qualified and adequately trained in MVU's systems, procedures, rate schedules, billing standards, service interruption protocols and general information to provide exceptional responsiveness to a variety of customer inquiries.

- Hours of operation:
 - General MVU Information Services: Monday – Friday, 8:00 a.m. to 5:00 p.m.
 - Service Interruption (Power Outage) Services: 24 hours daily, 7 days per week, 365 days per year (366 days per year during designated Leap Years)
 - Adequate Vendor staff will be located onsite at MVU's administrative offices during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.)
 - Customer Service Representatives
 - Customer Service Lead or Supervisor
 - Other recommended support staff
 - Additional Staff may be located offsite for services provided outside of regular business hours or to augment onsite staff as needed
 - Vendor to provide address and physical location of offsite service providers.
- All calls will be audibly recorded for quality assurance and training purposes and Vendor shall make recorded data available to MVU staff upon request

1.2.1 *General MVU Call Center Services*

Call Center staff will provide support and responses to a variety of inquiries regarding MVU's operations and services during regular business hours. Examples of customer inquiries include, but are not limited to:

- Requests to Start/stop/transfer electric service
- Information about Rates/rate application
- Inquiries about High bills and bill fluctuations
- Information and assistance regarding available payment arrangement programs for eligible customers
- Explanation of Billing periods/cycles

- Payment options
 - Due dates, level payment plans, location/manner of payments (check, cash, automatic/recurring, etc.)
- Access to/navigation of MVU portal
- Availability of/eligibility for bill assistance programs
 - Including assistance with sign-up to assistance programs for eligible customers
- Information regarding available Special Programs and corresponding Rate Structures
 - Electric Vehicle, solar system installation, onsite energy storage, etc.
- Reports of energy diversion or unauthorized use of electricity

Vendor staff will be responsible for monitoring, collecting and reporting service information and updating/maintaining call logs and account updates within CCS for each call taken.

- Vendor staff will respond with additional information as may be requested by customer's preference via email or telephone call within 24 hours of the original request for assistance
- Vendor will be required provide detailed reports upon request by MVU staff regarding customer requests and the action or information requested
 - Call metric reports will be made available in an export/download format to a secured, designated site to facilitate additional analysis by MVU staff
- In the event of numerous and/or urgent requests from customers for events of a similar nature, Vendor will notify MVU within 2 hours and assist with developing the appropriate response(s). Examples include:
 - Previously undetected billing error(s) or inconsistencies
 - Misapplied or missing remittance information
 - Reports of fraud or unauthorized contact with customers

Vendor will report at least monthly (or upon request) to designated MVU staff based on the following metrics:

General MVU Information Call Center Metrics Reporting		
Metric	Qualifying Information	Performance Measure
Number of calls answered	Residential or Commercial	Action or information requested: Start Service, Stop Service, Outage Related, Energy Efficiency/solar, Other
Number of calls diverted to IVR	Customer preferred/selected option	Reduced in-person calls
Number of calls abandoned	Customer chooses to disconnect	< 2% of calls received
Time in queue	Minutes to answer	≤ 1 minute (including IVR option)
Duration of calls	Minutes to resolve	≤ 10 minutes
Number of calls escalated	Calls escalated to Call Center Supervisor or higher	Minutes to resolve by Supervisor/Lead staff

1.2.2 *Service Interruption (Power Outage) Service Calls*

MVU is currently engaged in the implementation of an automated Outage Management System (OMS) to systemize the reporting and resolution of service interruptions. The OMS solution is expected to be fully

functional and deployed by July 2025. In the interim, the Vendor will provide necessary and adequately trained Call Center staff to assist MVU with managing power outages and optimizing service restoration.

Call Center staff assigned to receive and respond to MVU residential, commercial and industrial customers reporting a service interruption (power outage) will be available 24 hours a day, seven days a week, 365 days per year (366 days per year during designated Leap Years.) Primary responsibilities for Call Center staff include (but are not limited to):

- Obtain the name, account number and address of the customer
- Determine the location of the power outage
- Determine the duration of the power outage at the time of the call
- Determine the existence (presence) of a visibly damaged power line
 - Call Center staff will update a publicly available outage map to be provided by MVU ((using Geographic Information System (GIS), Google Maps, or similar))
- Complete referral of all necessary information to the MVU Manager of Operations and Engineering (or his/her designee)
 - All relevant/pertinent information must be included in the referral
- Convey regular updates of outage information to customers and MVU operations/troubleshooting teams
- Communication with customer regarding follow-up notification and response
 - Include update of the publicly available outage map
- Vendor shall make available detailed reports regarding customer interactions during and immediately following the resolution of a power-outage event to ensure continuous improvement of customer-related responsiveness:
 - Number of calls/contacts received
 - Number of incidents in which follow-up information was requested/provided
 - Log of interactions with MVU and Vendor staff regarding updates, estimated times of service restoration, updates of service maps, etc.
 - Details of communication delays or disruptions (if any)

Upon full deployment of the automated OMS solution, Vendor staff will provide modified support to MVU, including (but not limited to):

- Assist customers by redirecting reported outage calls to OMS interface during regular business hours
- Register customers for call-back information/updates at customer preference
- Confirm information updates to MVU Operations/troubleshooting team
- Provide update to MVU management based on pre-designed templates or online formats
- Vendor shall make available detailed reports regarding customer interactions during and immediately following the resolution of a power-outage event to ensure continuous improvement of customer-related responsiveness:
 - Number of calls/contacts received
 - Number of incidents in which follow-up information was requested/provided
 - Log of interactions with MVU and Vendor staff regarding updates, estimated times of service restoration, updates of service maps, etc.
 - Details of communication delays or disruptions (if any)
- Calls received after regular business hours will be automatically redirected to OMS voice prompts or single-button selections

1.3 Utility Billing Services

The Vendor shall provide comprehensive and highly accurate utility billing services for MVU's residential and commercial customers in compliance with established rate schedules and tariffs. Services include the preparation and mailing of hard-copy customer bills based on data transmitted from MVU's electronic files and the preparation of paperless electronic bills and posting to MVU's online portal. Customer-related billing information shall be maintained by the Vendor and all information remains the sole and exclusive property of MVU.

Please provide the following information related to the Vendor's Utility Billing Services:

- Location of the proposed bill print facility
- Organization chart and position titles/descriptions of personnel involved in providing the described services
- Description of Vendor's software and technology currently used to provide bill print services
 - Include projected software upgrade schedules
- Description of processes and protocols to import/transfer electronic billing information from MVU according to prescribed billing schedule
- Description of processes/protocols to ensure secure transfer/delivery of printed billing materials from Vendor facility to the United States Postal Service (USPS)
 - Confirmation of receipt by USPS of all documents delivered
 - Description of any discrepancies/delivery failures encountered by USPS
- Description of protocols/processes to resolve delivery failures
- Description of processes and protocols to produce electronic billing information for customers utilizing MVU's online portal
- Description of Vendor processes for completing comprehensive analysis and balancing of billing data for each billing cycle
 - Number of bills produced (print and electronic)
 - Numeric balancing of billed amounts per customer compared to MVU files
- Description of Vendor update processes for all billing information to individual customer accounts in CCS
 - Confirmation of number of accounts updated
 - Numeric balancing of billed amounts per customer to updated CCS accounts
- Description of physical and electronic security protocols to ensure the safety and security of customer information
- Describe/supply Vendor protocols and processes for data backup and recovery
- Indicate Vendor's ability and agreement to provide bill-print services in compliance with MVU's billing schedule while coordinating with the following holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Cesar Chavez Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following Friday
 - Christmas Day

- Describe Vendor's adherence to California Law pertaining to the use of environmentally responsible recycled products, materials, and practices. Include any policies that describe Vendor's position on the use of such products, materials, and practices
- Provide details of Vendor's disaster recovery (DR) and business continuity plan. Ensure the DR plan addresses the protection of the MVU's receivables, proposed DR site location and capabilities in the event of catastrophic failures (e.g. acts of god, terrorist attack), technology failure (server failures, HVAC failure, communications failure), labor interruption, etc.
- To facilitate quality control, auditing, invoicing, financial compliance and balancing, and stock control, describe the Vendor's processes, providing example reports in support of the following:
 - Monitoring performance against established Service Level Agreements
 - Balancing of the number and value of financial transactions performed by customers, those successfully applied, those rejected, deposits to the bank and transactions reported to CCS
 - Description of Quality Assurance/Quality Controls to ensure bill accuracy
 - Description of process to resolve billing discrepancies, including secure transfer of necessary information to Call Center staff for follow-up with customer(s)
 - Tracking the number of electronic billing advices presented by MVU compared to those received, printed, scrapped, enveloped, mailed, emailed, and stored.
 - Tracking the accuracy and completion of printed bill inserts as required by MVU and ensuring that inserts are included in mailed bills according to instructions provided by MVU
 - Delivery of bill insert information may also be required for customers that receive electronic bill delivery
 - Tracking the number of documents presented by MVU for printing, the number of envelopes and inserts used compared to stock levels provided by MVU
 - Vendor will produce/retain scanned images of all bills produced, whether physically or electronically

Vendor will report at least monthly (or upon request) to designated MVU staff based on the following metrics:

General MVU Information Utility Billing Metrics Reporting		
Metric	Qualifying Information	Performance Measure
Confirmation of electronic billing file receipt	Successful receipt and upload/integration of file	Each billing date
Number of bills generated	Total customer bills produced	100% of bills*
Value of bills generated	Balancing dollar value of bills generated with electronic file	Each billing date with 100% accuracy*
Number of bill discrepancies	Missed or erroneous bills	<1% of total bills
Bill discrepancies resolved	Errors corrected/missed bills produced correctly	100% within one business day of file receipt
Number of bills mailed	Delivery of bills produced to USPS	Same day or upon resolution of bill discrepancies with 100% accuracy
Resolution of USPS discrepancies	Confirmation from USPS of missed or undeliverable bills	Daily or compliant with Vendor agreement with USPS
Confirmation of bill inserts	All bill inserts included as directed by MVU	100% inclusion rate based on MVU bill insertion schedule

*Vendor will provide detailed reports in a format that may be exported/downloaded to a designated MVU secured site to promote additional analysis as may be required.

1.3.1 *Deposit Requirements*

MVU may require deposits from customers prior to establishing service as defined in the City Tariff, Electric Rule Number 7. Deposit amounts are generally required at the time an account is established for new customers and service connection may be approved only when deposit is confirmed. Deposits are generally required for customers requesting or extending service under the following conditions:

- Prior service disconnection for non-payment
- Insufficient or inadequate credit history
- Returned or insufficient funds for payments by check
- Significant change in customer electricity usage
- Change/expansion for commercial customers for existing service
- Vendor will retain detailed records of all deposits collected from customers and retained as described in Electric Rule Number 7
- Detailed reports will be provided (at least monthly) to MVU of deposits on file per customer, length of time for which deposit has been held, deposits returned/applied to customer accounts and additional deposits collected (if applicable)

Additional conditions under which deposits are required may apply and may be modified as determined by MVU.

1.4 Remittance Processing

Vendor shall provide full service, highly secured processing of payments remitted by MVU customers for utility bills rendered. All payments received from MVU customers are and shall remain the sole and complete property of the City of Moreno Valley. MVU customers may remit payment for utility bills via mail through the United States Postal Service (USPS), secured electronic service via the official MVU portal or in-person at the Moreno Valley approved facility.

- For all remittances processed by the Vendor (for all approved customer payment methods):
 - Designated personnel will be subject to background certification and personal credit verification (annually or at frequency defined in Agreement with MVU)
 - Provide the official titles of personnel with assigned responsibilities for processing payments received via USPS and associated remittance advices
 - Provide the physical location and address of the secured facility where remittance processing will occur
 - Deposits will be made daily to a Banking Institution(s) (BI) and account(s) previously approved and designated by MVU
 - Discrepancies between remittance advices and deposit confirmations from BI will be reported by close of each business day and resolved within one business day
 - Same-day updates will be provided to customer account information in CCS
 - Discrepancies between remittance advices and customer account updates will be identified and reported by close of each business day
 - Partial payments on account will be accompanied by documentation of such to the customer's account
 - Vendor will provide daily deposit report to include number of payments received, dollar value of amounts received, reconciliation of payments received with account information in CCS

1.4.1 Remittances Received via USPS

Vendor will be responsible for processing all MVU customer payments submitted via USPS, including the designation of a secured physical facility for receipt and identification of such payments. The approved USPS mailing address for the secure Vendor facility or associated post office box will serve as the designated return address for MVU customers and will appear on the mail return envelopes provided to said customers.

- Identify the designated physical address and/or post office box to be provided to MVU customers
- Remittances will be processed via electronic scanning of checks, money orders or other approved payment methods
 - Physical images shall be created/retained for all remittances paid by check and will be available in a format accessible by MVU staff
 - Amounts remitted will be electronically deposited only to BI and account(s) designated by MVU
 - Vendor will provide daily reports with line-item detail of each payment received that balances to the amount deposited to the BI
 - Reports will include totals by form of currency/remittance type
- Vendor will perform daily reconciliation of remittances processed and confirmed receipt of deposits received by BI
 - Discrepancies to be reported at the close of each business day and resolved within one business day
- Although cash payments for utility bills through USPS remittance are generally not permitted by MVU, Vendor will provide recommendation for processing cash payments received from customers included in return envelopes via USPS

1.4.2 Remittances Received via Electronic Submission Using Online Portal

Vendor will be responsible for providing payment processing support for customer payments received via MVU's online portal. MVU customers may utilize recurring payments via credit/debit card or ACH transfer or may make one-time or monthly payments via manually entered credit/debit card information.

- Amounts remitted will be electronically deposited only to BI and account(s) designated by MVU
- Vendor will perform daily reconciliation of remittances processed and confirmed receipt of deposits received by BI
 - Discrepancies to be reported at the close of each business day and resolved within one business day
 - Vendor will provide daily reports with line-item detail of each payment received that balances to the amount deposited to the BI
 - Reports will include remittance totals by form of currency/remittance type
- Vendor will monitor portal payment activity and will provide daily reports to designated MVU staff including:
 - Credit card expiration date notifications
 - Payment rejections for undisclosed reasons (exceeded limits, card cancellation, etc.)

1.4.3 Remittances Received In-person at MVU Service Center

Vendor will be responsible for providing highly qualified, professional and sufficiently trained staff onsite at a facility (ies) designated by MVU to receive in-person remittances for utility bills. Vendor will include recommended number of staff and job titles for staff assigned to provide onsite services.

Customers may submit payments by credit/debit card, check, cash, cashier's check or other authorized form of payment.

- Vendor staff will complete all transactions in compliance with MVU customer service standards
 - End of business day to be determined by MVU for daily balancing and posting to customer accounts
 - Payments received will be balanced daily to remittance advices
- Vendor staff will access/update customer accounts in CCS simultaneous with receipt of payment
- Amounts remitted will be deposited only to BI and account(s) designated by MVU
 - Vendor staff will comply with all cash/payment handling requirements established by the City of Moreno Valley
- Vendor will perform daily reconciliation of remittances processed and confirmed receipt of deposits received by BI
 - Vendor will provide daily reports with line-item detail of each payment received that balances to the amount deposited to the BI
- Discrepancies to be reported at the close of each business day and resolved within one calendar day after the date on which the bill is rendered

1.5 Accounts Receivable Aging and Uncollected Past Due Charges

Vendor shall be responsible for processing and managing all information related to billing and remittance for MVU Electric Service charges. This includes administration of individual customer accounts and all transactions related to and affecting the activity and balances of each account.

MVU's customer billing cycle ensures that each customer receives a bill for electric services on a monthly basis, with billing cycles ranging from 28-33 days. Payment for services is due on the 15th calendar day after the date on which the bill is rendered.

1.5.1 *Status of Accounts Receivable Aging*

MVU is in the process of developing a report format to monitor and track the status of outstanding customer accounts receivable for individual accounts and in aggregate. Upon completion and satisfactory testing of the report and its delivery to the Vendor, the Vendor will assume responsibility for producing the report at MVU's request or at least each 15 to 30 day interval following the billing date for each customer. Vendor will be responsible for producing and monitoring report and performing analysis on data and providing dashboard reporting to MVU.

- Generate letter at 15-30 days
- Track movement of customer accounts between elapsed days

Number of Days Elapsed	Dollar Value	Number of Accounts per Category	Account Active or Inactive
0-15		Residential, Commercial, Industrial	
16-30		Residential, Commercial, Industrial	
31-60		Residential, Commercial, Industrial	

61-90		Residential, Commercial, Industrial	
90+		Residential, Commercial, Industrial	
Total	Dollar Value	# of Customers	

In addition to the summary values indicated in the table, Vendor shall provide MVU staff with detailed information upon request for any individual customer, including (but not limited to) name, address, billing and payment history, amount of unpaid balance, existence of other MVU accounts for the same person/entity, etc.

1.5.2 Collection of Past Due Charges

Vendor shall be responsible for pursuing the collection of unpaid customer accounts subject to all applicable policies and procedures of the City of Moreno Valley, specifically those identified in the City Tariffs, Electric Rule Number 8 – Notices and Electric Rule Number 9, Rendering and Payment of Bills.

- Vendor shall contact customer with information about past due amount
 - Contact shall be attempted using all available connection options:
 - Telephone, including cell, business and home telephones
 - USPS using Past Due Notification format(s) provided by MVU
 - Email and text messages (when available)
- Vendor shall provide applicable information regarding available payment options
 - Payment arrangements over time in accordance with MVU policies
 - Eligibility for payment assistance programs available from MVU
- Customers may pay past due amounts using all accepted remittance forms:
 - Credit card payments must be validated at time of remittance
 - All funds collected from customers will be deposited on the date received to an established account with an approved BI
- Vendor shall be responsible updating CCS customer accounts with information related to funds collected, payment term agreements and any other relevant information
- Vendor shall provide detailed reports at 15-day intervals or upon request by MVU regarding all activities related to collection of past due amounts
 - Number of customers contacted
 - Number of customers enrolled in payment term agreements

1.5.3 Use of a Collection Agency

MVU may utilize the services of an independent collection agency to pursue certain uncollected account balances. Vendor will assist with the selection of a qualified collection agency and will provide all necessary data, information and assistance to ensure the successful administration of the agreement with said agency.

The selected collection agency shall be subject to all applicable policies and procedures of the City of Moreno Valley, specifically those identified in the City Tariffs, Electric Rule Number 8 – Notices and Electric Rule Number 9, Rendering and Payment of Bills.

1.5.4 Service Termination for Unpaid Accounts

MVU may terminate electric services to customers for failure to pay the billed amount after fifteen (15) days from the date of mailing. Vendor will be responsible for notifying MVU of all customers eligible for service termination based on Electric Rule Number 11 – Discontinuance and Restoration of Service.

Vendor shall follow all specified procedures for service termination, particularly related to the unique termination processes for currently Active versus Inactive customer accounts. Vendor will provide a detailed report to MVU of any/all customers eligible for service disconnection prior to performing termination(s). Vendor will perform disconnection processes only upon approval provided by MVU.

- Vendor will not recommend termination of electric services for any reason except those identified in the City of Moreno Valley Tariff
- Electric services will not be terminated on weekends, holidays or any other day on which the offices of MVU are closed to the public
 - MVU may also issue injunctions for termination due to weather conditions or for any reason related to public safety or protection of equipment
- Services may be terminated for an individual customer with multiple service accounts at different locations except that a residential account may not be terminated for nonpayment of an account for any other class of service

1.6 Implementation Plan

MVU requires that the Vendor include an implementation plan and schedule to achieve an orderly transition to the Customer Services described in the Scope of Work. Vendor will recommend and document an Integration strategy, identify systems of record, use of application programming interfaces (“API”), Web services, etc. in order to best satisfy Integration requirements. The implementation plan shall include the following deliverables (at a minimum and if not proposed, justification will need to be provided for any items omitted):

- Include a description of the specific activities that will be managed wholly or partially on-site by Vendor staff:
 - Vendor will conduct an onsite kick-off meeting to present a preliminary implementation plan and schedule, identify implementation risks and introduce the implementation team
- Prepare a detailed implementation/transition schedule
 - Include an overview of each Customer Service functional area to be provided and the proposed sequence/timeline for implementation of each area
 - Include a flowchart or Venn diagram with key deliverables identified and proposed completion date for each deliverable
 - Include identification of key risks to the proposed schedule and recommended mitigation measures for each identified risk
- Describe the level of support to be provided by the Vendor as part of the proposed implementation services
 - Provide the positions and names of the Vendor’s proposed implementation team
 - Include a resume for each team member showing qualifications and experience
 - Describe by individual (name and title) the roles and responsibilities of the position
 - In the event that Vendor’s key staff must be exchanged or replaced, MVU reserves the right to pre-approve the selected replacement
- MVU will provide management and internal staff resources to support the Vendor’s implementation plan and schedule, including limited technical resources to support network infrastructure and programming and interfaces to specified applications

- Describe Vendor requirements for MVU support and personnel commitments for each implementation task
- MVU will provide a comprehensive list of third-party and internally developed applications for which interfaces are required. Examples include:
 - Oracle CCS (Customer Cloud Service), 238 MPG Version 11.1
 - Invoice Cloud
 - American Express Merchant Portal
 - Banking Institution(s)
 - Itron Openway Collection Engine

1.6.1 Testing Plan

Vendor will be required to include a comprehensive and robust Testing Plan as a critical component of the overall Implementation Plan/Schedule. The Testing Plan will include specific tasks to determine business readiness for each identified module of the Implementation Plan.

- The Testing Plan will include the following components (at a minimum):
 - Development of test data and test scripts to facilitate adequate testing of all systems and processes
 - Test and confirm integration of/access to all applications
 - Confirm all incoming and outgoing file transfers
 - Production of printed and electronic mock-up bills for residential, commercial and industrial customers
 - Include at least two test runs of entire billing cycles including validation of individual bills with files created by CCS
 - Validation of test deposits with designated Bis
 - Include detailed analysis and reconciliations
 - Conduct trial customer service telephone calls
 - Provide samples of all required reports
 - Test all exports of report data and confirm access by MVU staff

1.6.2 Training Plan

Vendor will be responsible for developing a training plan and conducting all necessary training for Vendor and MVU staff. The training plan is expected to include sessions that are conducted in-person, through guided on-line courses and with self-paced materials.

- Vendor will provide comprehensive list of training courses and method of instruction
- Identify any materials or facilities needed
 - Vendor will create training materials for processes and interfaces
 - Training materials will be made permanently available to MVU staff
- Recommend list of attendees
- Ensure adequate access to applications and training environments
 - Include training for all interfaces/integrations between multiple systems
- Establish criteria for satisfactory completion of training
 - Recommend additional training when appropriate
- Ensure that reports can be executed by any appropriate staff
 - Include instruction for exporting data and accessing exported files

1.7 General Terms and Conditions

1.7.1 *Ownership of Materials*

All material, including information developed on computer(s), which shall include, but not be limited to, data, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared for the City under this Agreement shall be the property of City but the Vendor may retain and use copies thereof for purposes of fulfilling its obligations under this Agreement only. City shall not be limited in any way or at any time in its use of said material.

1.7.2 *Reasonable Cooperation and Coordination*

The Parties shall cooperate with each other as may reasonably be required in connection with the transactions contemplated by this Agreement, including furnishing each other with such records, accounts, data, documents and other information and providing reasonable assistance and cooperation in defending, administering or managing any third party claim related to this Agreement. The Parties shall use their best efforts to ensure that all information furnished to the other Party is true and correct in all material respects. The Parties will develop policies and procedures for maintenance, storage and mutual access to meter usage data.

1.7.3 *Change Order Management*

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Services, must be recorded as a Change Order and approved by the Division Manager of Moreno Valley Utility or his designee in writing before work is started.

1.7.4 *Customer Care Standards*

The Vendor must adhere to the City's Customer Care Standards (see separate attachment), made part of the RFP, in all interactions with the public and City personnel.

1.7.5 *Working Hours*

For the purposes of this contract, typical working hours will be considered Mon-Fri (8am – 5pm). Any scheduled overtime will need to be agreed to in advance of conducting the work, with the exception of emergency response work.

1.8 Specific Requirements

The Vendor is required to provide MVU services as requested by the City to support the maintenance and expansion of the electric distribution system. The Vendor will be required to comply with the most current versions of California State General Orders, EUSERC and General Utility Practice when designing utility infrastructure. The Vendor must also be familiar with NEC requirements to coordinate with installations downstream from the meter.

1.8.1 *Dedicated MVU staff*

The Vendor will provide dedicated staff to MVU. These staff's primary responsibility will be to process in person transactions and answer customer questions. These dedicated staff members will be expected to support the call center and perform supplemental work as directed by the Electric Utility Division Manager when there are no customers to serve.

1.8.1.1 One Full-Time Customer Service Supervisor

- a. Will be responsible for handling in person escalations.
- b. Will be responsible for onsite Customer Service Representatives
- c. Will negotiate and approve Payment arrangements per MVU guidelines
- d. Schedule Mon-Fri, 8am-5pm
- e. Experience working with Municipal Utilities is desirable
- f. Will be based on-site at MVU office

1.8.1.2 Two Full-time Customer Service Representatives

- a. Will be responsible for handling in person transactions and questions
- b. Schedule to be Mon-Fri, 8am-5pm
- c. Experience working with CCS or CC&B is desirable
- d. Experience working with a municipal utility is desirable
- e. Bilingual proficiency (Spanish) is desirable
- f. Will be based on-site at MVU office

The costs to provide these dedicated staff need to be captured in Part A of Exhibit C of this agreement. In addition to providing the staffing above, the Vendor will be required to provide additional staff, as needed, to meet the demands of an increase in workload.

1.8.2 Call Center, Billing, Remittance and Account Receivable Services

The Vendor will supply additional services based on the number of customers MVU serves. These supplemental services will be billed in accordance with Rates in the Pricing Proposal. The number of customers will be adjusted once monthly, on the first calendar day of the month, to be the number of active customer accounts with active electric service.

1.8.3 On-Call Services

The Vendor will supply on-call services when requested by MVU through Task Order request. These supplemental services will be billed in accordance Time and Materials Rates in the Pricing Proposal. The Task Order form will provide the Vendor with the date that the requested work should be completed.

1.9 Compensation

Vendor will be expected to supplement onsite staff with offsite staff when needed to accommodate customer response standards. MVU is experiencing a growth in customers, so over the length of the contract, MVU may need more than the proposed full time staff listed in section 1.8.1 above.

To properly compensate the Vendor as the customer base and work load grows, the Vendor will be compensated based on the fixed monthly rate listed in Part A of Exhibit C, as well as the monthly rate listed in Part B of Exhibit C.

For compensation for services listed in Part B, the number of accounts will be determined on a monthly basis, on the first day of the calendar month starting 1/1/2026, to be the number of MVU's active customer accounts with active electric service agreements.

Compensation for additional project related expenses that are outside the scope of the normal operations will be paid at the rates listed in Part C of Exhibit C of this agreement. Quantity of additional staff for project related services listed in Part C of Exhibit C will be as needed as determined by MVU, based on Task Orders that are mutually agreed upon by the City and the Vendor.

2 Pricing Terms and Conditions

Pricing Terms and Conditions

- A. Quantities: listed Line Items are monthly estimates based on historical information or anticipated and may vary significantly. City does not imply or make any commitment to purchase any specific quantity.
- B. Term: is for a Four-year base period with up to three two-year optional renewals.
- C. Price Changes: After January 1, 2027, price changes to the unit costs listed in Exhibit C may be negotiated on an annual basis, but shall not exceed the percentage change of the most recent available 12-month period for the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI) for All Urban Consumers. In the event market conditions cause a significant change in price, the Provider may request relief by providing verifiable documentation for change request at least 30 days in advance of the requested price change date, subject to the City's approval. Price changes will not be retroactively applied to services provided or costs incurred by the vendor, and shall only be applied to charges/costs incurred after the price change has been agreed to by both the City and the Vendor.
- D. Unit Price: include all costs including travel and housing to have staff available in Moreno Valley when needed. This price will include materials and equipment reasonably needed to perform work, including but not limited to; computer workstations, cell phones, Microsoft office software, vehicles, office chairs, etc. Vendor will only charge per the line items on this pricing proposal.
- E. Additional Charges: none; do not charge any fees or charges not listed in the Price Sheets.
- F. Fixed Prices: prices are fixed for each year of the agreement.
- G. Proposal Price Sheet: The awarded Provider's Price Sheet, as accepted by City, will be incorporated into the resultant Agreement. The quantity of customers used to calculate the monthly charges for Part B of Exhibit C will be updated once monthly, on the first calendar day of the month, starting 1/1/2026, to be the number of MVU's active customer accounts with active electric service agreements.
- H. Payment Before Initial Date for Services: Payment for coordination meetings and preparing for transition before 1/1/2026 will be paid based on the hourly rates provided in Part C of the Pricing Proposal response. Payment for services listed in the Pricing Proposal Part A and Part B will begin when services begin on 1/1/2026.

EXHIBIT B

CITY RESPONSIBILITIES

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed \$7,911,599.72.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Electric Utility at mvuinvoices@moval.org or calls directed to (951) 413-3500.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Non-Performance Damages/Penalties. The Vendor have agreed to non-performance damages/penalties with respect to Vendor's failure to complete the Work within the Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, **the penal sum of 1% of the total Agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected.** If non-performance damages/penalties are to be assessed, the Vendor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Vendor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Vendor's control by the City.

Vendor and City acknowledge and agree that the amount of such non-performance damages/penalties are impossible to ascertain as of the date of execution hereof and have agreed to such non-performance damages/penalties to fix the City's damages and to avoid later disputes. It is understood and agreed by Vendor that non-performance damages/penalties payable pursuant to this Agreement and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct non-performance damages/penalties against progress payments or retainage and that the City will issue a Change Order and reduce the Agreement Price accordingly. In the event the remaining unpaid Agreement Price is insufficient to cover the full amount of non-performance damages/penalties, Vendor shall pay the difference to the City.

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Vendor, or pursue any other legal remedy to collect such non-performance damages/penalties from Vendor and/or its Insurance, Surety, etc. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Vendor, nor City's failure or delay in

notifying Vendor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

City's rights under this Section shall not be interpreted as precluding or limiting:

- 1) any right or remedy of City arising from an event of Vendor default other than a failure to complete the Work within the Agreement Time; or
- 2) City's right to order an acceleration, at Vendor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties.

The availability of non-performance damages/penalties shall not limit City's right to terminate the Vendor's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

10. Compensation.

Part A

Line Item	Description	Quantity	Unit of Measure	Unit Cost (\$)
1	Monthly Rate for Onsite Customer Service Supervisor	1	Each	
2	Monthly Rate for Onsite Customer Service Representative	2	Each	

Part B

Line Item	Description	Quantity (as of January 2024)	Unit of Measure	Unit Cost (\$)
3	Monthly Rate for Call Center, Utility Billing Services, Remittance Processing and Accounts Receivable Services	8083	Customers	

Part C

Line Item	Description	Unit of Measure	Unit Cost (\$)
4	IT Support	Hourly Rate	
5	Accountant	Hourly Rate	
6	Billing Specialist	Hourly Rate	
7	Customer Service Manager	Hourly Rate	
8	Customer Service Representative	Hourly Rate	
9	Remittance Processor	Hourly Rate	
10	Billing Supervisor	Hourly Rate	
11	Remittance Supervisor	Hourly Rate	