

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of May 28, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and GreenPSF, LLC ("Consultant").

RECITALS

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies to design and implement the South Bay Cities Green Buildings Challenge program.

B. The goal of this program is to accelerate adoption of sustainability initiatives in the South Bay Cities business community by directly engaging property managers and business tenants to take action on sustainable activities and achieve measurable results.

C. Consultant represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. **Services.**

1.1 The nature and scope of the specific services to be performed by Consultant are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Consultant assumes full responsibility to manage and produce the program.

1.3 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Consultant upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Consultant as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect June 1, 2015 and shall continue until December 31, 2016 unless earlier terminated pursuant to the provisions of paragraph 13 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** SBCCOG shall pay for services based on the not to exceed budget of \$228,250 as itemized in Exhibit A.

4. **Terms of Payment.** Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. SBCCOG shall pay the invoices within sixty (60) days of receipt.

5. Parties' Representatives. Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person. Dustin Gellman shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Consultant:

GreenPSF, LLC
330 N. Wabash, Suite 2300
Chicago, IL 60611
Attention: Dustin Gellman, CEO

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. Consultant agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not

less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Dustin Gellman - dgellman@greenpsf.com

23. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"

"SBCCOG"
South Bay Cities Council of Governments


By: _____
(SBCCOG CHAIR) (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

Contractor

By: 
(Signature)

Elizabeth Cushing
(Typed or Printed Name)

Title: _____
Director of Operations

Date: _____
May 28, 2015

Budget - Exhibit A

							GreenPSF Avg	SBCCOG Avg	GreenPSF	SBCCOG	
Item	Category	Expense	GreenPSF %	SBCCOG %	GreenPSF \$	SBCCOG \$	Rate \$/hr	Rate \$/hr	Hours	Hours	
A	Initial Development	Core Components	\$10,000	65%	35%	\$6,500	\$3,500	\$125	\$105	52	33
B	18-Month Software License	Core Components	\$36,000	100%	0%	\$36,000	\$0	\$125	\$105	288	0
C	Program Tracking and Reporting	Administration Program	\$45,000	65%	35%	\$29,250	\$15,750	\$125	\$105	234	150
D	Technical Assistance	Administration	\$30,000	0%	100%	\$0	\$30,000	\$125	\$105	0	286
E	Solutions Provider Import & Training	Data Integration Software	\$5,000	100%	0%	\$5,000	\$0	\$125	\$105	40	0
F	Geo-based Software App Customization	Enhancements Software	\$5,000	100%	0%	\$5,000	\$0	\$125	\$105	40	0
G	Opt-in to Data Share / TOU	Enhancements Software	\$2,500	100%	0%	\$2,500	\$0	\$125	\$105	20	0
H	Replacement of Third-Party Ads: Setup	Enhancements Software	\$10,000	100%	0%	\$10,000	\$0	\$125	\$105	80	0
I	Replacement of Third-Party Ads: Deployment	Enhancements Software	\$10,000	100%	0%	\$10,000	\$0	\$125	\$105	80	0
J	User Tracking Reporting	Enhancements Software	\$10,000	100%	0%	\$10,000	\$0	\$125	\$105	80	0
K	Lead Gen Routing for Direct Install / Small Biz	Enhancements Software	\$10,000	100%	0%	\$10,000	\$0	\$125	\$105	80	0
L	Data Prospecting System	Enhancements Software	\$20,000	100%	0%	\$20,000	\$0	\$125	\$105	160	0
M	Data Export	Enhancements Software	\$5,000	100%	0%	\$5,000	\$0	\$125	\$105	40	0
N	Additional / Ongoing Enhancements Budget	Enhancements	\$27,000	100%	0%	\$27,000	\$0	\$125	\$105	216	0
O	Market Research	Program Marketing	\$20,000	65%	35%	\$13,000	\$7,000	\$125	\$105	104	67
P	Tele-Outreach Campaign	Program Marketing	\$18,000	65%	35%	\$11,700	\$6,300	\$125	\$105	94	60
Q	Email Marketing Campaign	Program Marketing	\$9,000	60%	40%	\$5,400	\$3,600	\$125	\$105	43	34
R	Local Site Visits / Demos	Program Marketing	\$30,000	55%	45%	\$16,500	\$13,500	\$125	\$105	132	129
S	Local Events (12)	Program Marketing	\$30,000	0%	100%	\$0	\$30,000	\$125	\$105	0	286
T	Social Media Management	Program Marketing	\$9,000	60%	40%	\$5,400	\$3,600	\$125	\$105	43	34
		Total	\$341,500			\$228,250	\$113,250			1,826	1,079
		Cost \$ per building	\$376								

Proposal to Implement Green Buildings Challenge for South Bay Cities

Submitted by: Green Per Square Foot

Overview

This proposal outlines the process and deliverables for implementing the Green Per Square Foot (GreenPSF) software platform in the South Bay Cities region; including but not limited to developing a Green Buildings Challenge (Green Challenge) program to engage local property managers and business tenants in sustainability initiatives.

Because of the positive effect that competitions have in pursuing hard-to-reach goals, we believe the Green Challenge will accelerate adoption of energy efficiency initiatives by directly engaging property managers and business tenants to take action on these activities and achieve measurable results. In the Green Challenge program, business tenants and property managers will use an interactive online platform to:

- **Create a baseline** by profiling their buildings and spaces through a series of assessment surveys and benchmarking using Portfolio Manager.
- **Perform a series of Activities** designed to engage participants and inspire action in implementing energy efficiency.
- **Engage in friendly competition** with other businesses by earning points for completing Activities and moving up a publicly-viewable Leaderboard.
- **Track and review performance** metrics over time.
- **Increase education and awareness** via an interactive Knowledge Base in support of completing Activities and sharing best practices.
- **Promote and utilize SCG and SCE efficiency incentives programs** that are a potential “fit” for the particular property or space, based on answers to the assessment surveys.

During program development and implementation, GreenPSF and the South Bay Cities Council of Governments (SBCCOG) will seek the collaboration and alignment of interests between various stakeholders, including SCG, SCE, and other supporting organizations – collectively referred to in this proposal as “the Client”.

Target Audience

This proposal seeks to engage properties within the South Bay Cities area, as defined in the following table. Note: 1,139 industrial properties (totaling 90.7M square feet) are not included in this proposal, but represent future opportunities beyond the initial pilot program.

Segment	Properties	Square Feet (M)	Average SF	% Total SF
Office	387	34.7M SF	89,700 SF	45%
Retail	372	27.0M SF	72,600 SF	35%
Healthcare	32	2.3M SF	71,900 SF	3%
Hospitality	81	8.8M SF	108,600 SF	11%
Special Purpose	37	4.2M SF	113,500 SF	5%
TOTAL	909	77.0M SF	84,700 SF	100%

Over the course of 18 months, our goal is to leverage technology, relationships, and focused marketing to engage 180 - 270 of the target properties (and tenants) to participate in the program and reduce energy consumption by 5-15% through retrofits and behavioral initiatives. The scope of work for program development, launch and ongoing management are described in the following sections.

1. CORE TECHNOLOGY

A) Initial Development

GreenPSF and the SBCCOG will work with the Client to launch the program by executing the following:

- Develop a branded website for the program, including administrative capabilities
- Create Challenge program scope including design, awards, rules, etc. and timeline (i.e., launch date, ramp down and close out date)
- Provide an adaptable content library for Challenge Activities and Knowledge Base
- Import basic property data for ~900 commercial properties¹ in the region
- Provide training for Client staff and related stakeholders

Timing: 6-8 weeks to build-out and launch. Client will submit finalized Challenge Activities and website content and images to GreenPSF on or before July 15, 2015, in anticipation of an August 1 soft launch.

Expense: \$10,000

B) Software License

GreenPSF will provide managed hosting and product support to the Client and its partners for an initial period of 16 months. GreenPSF will provide standard online training in the format of Knowledge Base articles, videos, and PDF documents. Training will be tailored for program administrators, property managers, businesses (tenants), and solutions providers (trade professionals).

¹ Includes basic information (address, location, type, size) for office, retail, healthcare, hospitality, and special purpose properties. The scope may be expanded to include 1,100 industrial properties (90.7 million square feet).

Timing: 16 months, commencing upon completion of Initial Development (A)
Expense: \$36,000

2. PROGRAM ADMINISTRATION

C) Program Tracking and Reporting

GreenPSF and the SBCCOG will manage the overall program and will provide monthly reports to the Client addressing the following program elements:

- Program pre-launch timeline and accomplished activities
- Commercial properties engaged and enrolled in the Challenge
- Completed Challenge activities and achieved savings per commercial property
- ME&O activities accomplished
- Budget tracking

Timing: Ongoing over 18 months
Expense: \$45,000

D) Technical Assistance (As Needed)

Upon request from program participants, GreenPSF and the SBCCOG may provide technical assistance in the following ways:

- Provide onsite software support
- Conduct onsite property owner and tenant assessments
- Benchmark building energy usage
- Perform energy audits
- Provide savings calculation and incentive application assistance

While it is not feasible to perform these activities for every single property or business, offering this service to select customers may be appropriate. The SBCCOG will coordinate work under this task with the SCG and SCE to ensure that the customer receives the appropriate services and the requested technical support does not overlap with other IOU programs – i.e. hospitality, health care, small business, etc.

Timing: 16 months, commencing upon completion of Initial Development (A)
Expense: \$30,000²

3. DATA INTEGRATION

E) Solutions Provider Import and Training

GreenPSF will import a list of qualified Solutions Providers, supplied by the Client – including energy and sustainability contractors, product manufacturers, consultants, lenders, and others – into the platform. Imported data includes contact information and a list of services offered by each company. Solutions Providers will be provided with accounts to access the GreenPSF

² Initial proposed budget; may vary based on participant demand and the degree to which the Client wishes to provide technical assistance to a subset of the 900 target properties

application, and will be invited to input additional details about their businesses – including but not limited to experience, qualifications, case studies, and client testimonials. GreenPSF will supply online training documentation to Solutions Providers that instructs them how to access the system and enhance their profiles. Solutions Provider company profiles will be viewable from within GreenPSF by users that may wish to enlist their respective products and services.

Timing: Implemented in parallel with Initial Development (A), plus additional training and support commencing upon program roll-out. Client will provide initial Solutions Provider Import data to GreenPSF on or before July 15, 2015, in anticipation of an August 1 soft launch.

Expense: \$5,000

4. ENHANCED DATABASE SOFTWARE FUNCTIONALITY

F) Geography-Based Software Application Customization

GreenPSF will modify its core software application to adapt the user interface, functionality, and data sharing preferences for properties and businesses located in the Client's territory³. Note: this modification is required to support several items listed below, including G, H, I, J, K, L, and M. If none of these are selected, then this feature is not necessary.

Timing: Implemented in parallel with Initial Development (A)

Expense: \$5,000

G) Opt-In to Data Sharing / Terms of Use Notification Tracking

When users input a property or business located within the Client's territory (see F, above) the GreenPSF application will display a terms of use notification that notifies them that their data will be shared with the Client by default, unless they opt out. GreenPSF will track the Terms of Use acceptance and provide the data to the Client in a standardized report on an ongoing basis. Client will approve content and images on or before July 15, 2015.

Timing: Implemented in tandem with (F), in parallel with Initial Development (A)

Expense: \$2,500

H) Replacement of Third-Party Display Ads: Initial Setup

By default, most pages within GreenPSF display in-line advertising in the right-hand column. For properties and businesses located within the Client's territory (see G, above), GreenPSF will configure skyscraper-formatted advertisements for the Client. Skyscrapers will be configured to load based on data variables stored within the application (e.g., property type, size, occupancy, physical characteristics, etc.). Skyscraper impressions and click-thrus will be tracked, and each skyscraper will route users to specific pages within the GreenPSF application or to external third-party websites, as specified by the Client.

Timing: Implemented in parallel with Initial Development (A), or in the subsequent 2-4 weeks

³ Territory is based on a cluster of zip codes, as provided by the Client. This will include the South Bay Cities region, and will be expanded to include a larger portion of each utility's respective service areas after pilot program has concluded.

Expense: \$10,000

I) Replacement of Third-Party Display Ads: Deployment of First 25 Ads

GreenPSF will configure each skyscraper to display based on client-specified logic, driven by variables stored within the database. Each skyscraper will be routed to the URL destination of the client's choosing. Client will provide all related artwork at least two weeks prior to full launch.

Timing: Implemented on or before September 1, 2015.

Expense: \$10,000

J) User Tracking Reporting

As users visit pages within the platform, GreenPSF tracks their activity. GreenPSF will provide the Client with user traffic reports on an ongoing basis that include:

- Date / time of activity
- User contact info
- Property (or business) name, address, and characteristics
- Pages visited, including: Ways to Save, Incentives, and Challenge Activities

The information above will be provided for all properties and businesses located within Client's territory that have *not* opted out of the default settings to share their information. Data will be provided to the Client in a structured format (e.g., spreadsheet or database file) to support further research and analysis, or integration into a CRM application.

Timing: Implemented 4-6 weeks post-launch

Expense: \$10,000

K) Lead Generation Routing for Direct Install / Small Business Projects

Within the platform, GreenPSF will modify the Bid a Project procurement tool such that users with prospective projects that are candidates for the Client's targeted direct install, small business, or programs are automatically routed to the appropriate program administrators⁴.

Timing: Implemented on or before September 1, 2015

Expense: \$10,000

L) Data Prospecting System

GreenPSF will enable the Client to search (prospect) for property and business data within the platform, querying existing buildings by type, size, occupancy, physical characteristics, and other criteria. Client representatives may save searches and opt to receive email notifications triggered by new or updated data that matches established criteria. GreenPSF will provide data for all properties and businesses located within Client's territory that have *not* opted out of the default settings to share their information.

Timing: Implemented on or before October 1, 2015

Expense: \$20,000

⁴ As opposed to routing these leads directly to GreenPSF

M) Data Export

On a weekly basis, GreenPSF will provide an export of all property and business records, user records, and completed Challenge activities in a structured database format. GreenPSF will provide data for all properties and businesses located within Client's territory that have *not* opted out of the default settings to share their information.

Timing: Implemented on or before September 1, 2015

Expense: \$5,000

N) Additional / Ongoing Software Enhancements (As Needed)

If requested by the Client, GreenPSF will provide additional services, including but not limited to further customization, content deployment, and training. To address these items GreenPSF proposes an "as needed" services task for the contract that will have a 16-month balance of \$27,000. These funds will be utilized to cover ongoing updates and enhancements based on the needs of Client and its partners. SCG and SCE will need to authorize work prior to commencement.

Timing: 16 months, commencing upon completion of Initial Development (A)

Expense: \$27,000 (average ~\$1,700/month)

5. PROGRAM MARKETING**O) Market Research**

GreenPSF and the SBCCOG will call each property and confirm the contact information (name, title, email, phone) for each property manager or operations manager. The benefit to doing so is that the program may start with a comprehensive, up-to-date marketing database. Property managers typically have relationships with each company that occupies space in their respective buildings, and will prove highly influential in marketing the program to businesses that are otherwise difficult to reach.

Timing: Implemented in parallel with Initial Development (A), or in the subsequent 2-4 weeks

Expense: \$20,000

P) Tele-Outreach Campaign

GreenPSF and the SBCCOG will call each property manager and offer to setup a web-based demonstration of the South Bay Cities sustainability platform, and demonstrate how to participate in the Challenge program. Initially, setting a target of engaging 30% of prospective participants (about 270 properties) is realistic.

Timing: Ongoing over 18 months, with "front-loaded" effort commencing one month pre-launch and continuing five months post-launch.

Expense: \$18,000

Q) Email Marketing Campaign

GreenPSF and the SBCCOG will design a series of branded emails to promote the program. Emails may target two user segments: Property managers and businesses (tenants). From experience, email marketing is most effective if sent every 2-4 weeks on a consistent basis. Recipients may include contacts from C) and D) above, from already-registered users, or from the Client or its partners (e.g., Chamber of Commerce, trade associations, etc.). GreenPSF can send, track, and report messaging statistics to the Client and its stakeholders.

Timing: Ongoing over 18 months, with an average of 1 email sent every 3 weeks (26 total)

Expense: \$9,000

R) Local Site Visits / Demonstrations

GreenPSF and the SBCCOG will conduct on-site demonstrations based on demand. While it is not feasible to do so for every single property or business, offering the service to larger candidates may be appropriate. Initially, setting a target of visiting 5% of prospective participants (about 50 properties) is realistic. To maximize program resources demonstrations will be grouped when appropriate.

Timing: Ongoing over 16 months, synchronized with (Q) and (R)

Expense: \$30,000

S) Local Events

GreenPSF and the SBCCOG will host a monthly educational event for the program, and marketing each event to current and prospective participants. Events may cover a wide range of sustainability topics (e.g., energy, water, waste, purchasing, transportation, etc.) and should be hosted at a centralized location. Approximately one hour is an appropriate time allocation for each event. From experience, 50-100 attendees per event is realistic. Many corporate partners may provide meeting space at no cost.

Timing: Ongoing over 18 months

Expense: \$30,000 (average \$2,500 per event, all-inclusive)

T) Social Media Management

GreenPSF and SBCCOG will create a LinkedIn group, Facebook page, and Twitter feed for the program and updated each 2-3x weekly with program highlights, success stories, upcoming events, industry news, utility incentives updates, local legislation, and other related content.

Timing: Ongoing over 18 months

Expense: \$9,000

Proposed Budget Summary

The total proposed budget is \$341,500. A line-item breakdown for each program component is provided below.

	Item	Category	Expense
A	Initial Development	Core Components	\$10,000
B	16-Month Software License	Core Components	\$36,000
C	Program Tracking and Reporting	Program Administration	\$45,000
D	Technical Assistance	Program Administration	\$30,000
E	Solutions Provider Import & Training	Data Integration	\$5,000
F	Geo-based Software App Customization	Software Enhancements	\$5,000
G	Opt-in to Data Share / TOU	Software Enhancements	\$2,500
H	Replacement of Third-Party Ads: Setup	Software Enhancements	\$10,000
I	Replacement of Third-Party Ads: Deployment	Software Enhancements	\$10,000
J	User Tracking Reporting	Software Enhancements	\$10,000
K	Lead Gen Routing for Direct Install / Small Biz	Software Enhancements	\$10,000
L	Data Prospecting System	Software Enhancements	\$20,000
M	Data Export	Software Enhancements	\$5,000
N	Additional / Ongoing Enhancements Budget	Software Enhancements	\$27,000
O	Market Research	Program Marketing	\$20,000
P	Tele-Outreach Campaign	Program Marketing	\$18,000
Q	Email Marketing Campaign	Program Marketing	\$9,000
R	Local Site Visits / Demos	Program Marketing	\$30,000
S	Local Events (12)	Program Marketing	\$30,000
T	Social Media Management	Program Marketing	\$9,000

Timing

A potential schedule for program development and launch is presented below. Launch is contingent upon the Client providing all necessary content, images, and data to GreenPSF at least two weeks prior to the requested launch date.

Initiative	Timing
Initiate contract	June 1, 2015
Initial build-out	June – July 2015
Pre-launch / soft launch	August 1, 2015
Full launch	September 1, 2015 - August 31, 2016
Wrap up	Q4 2016

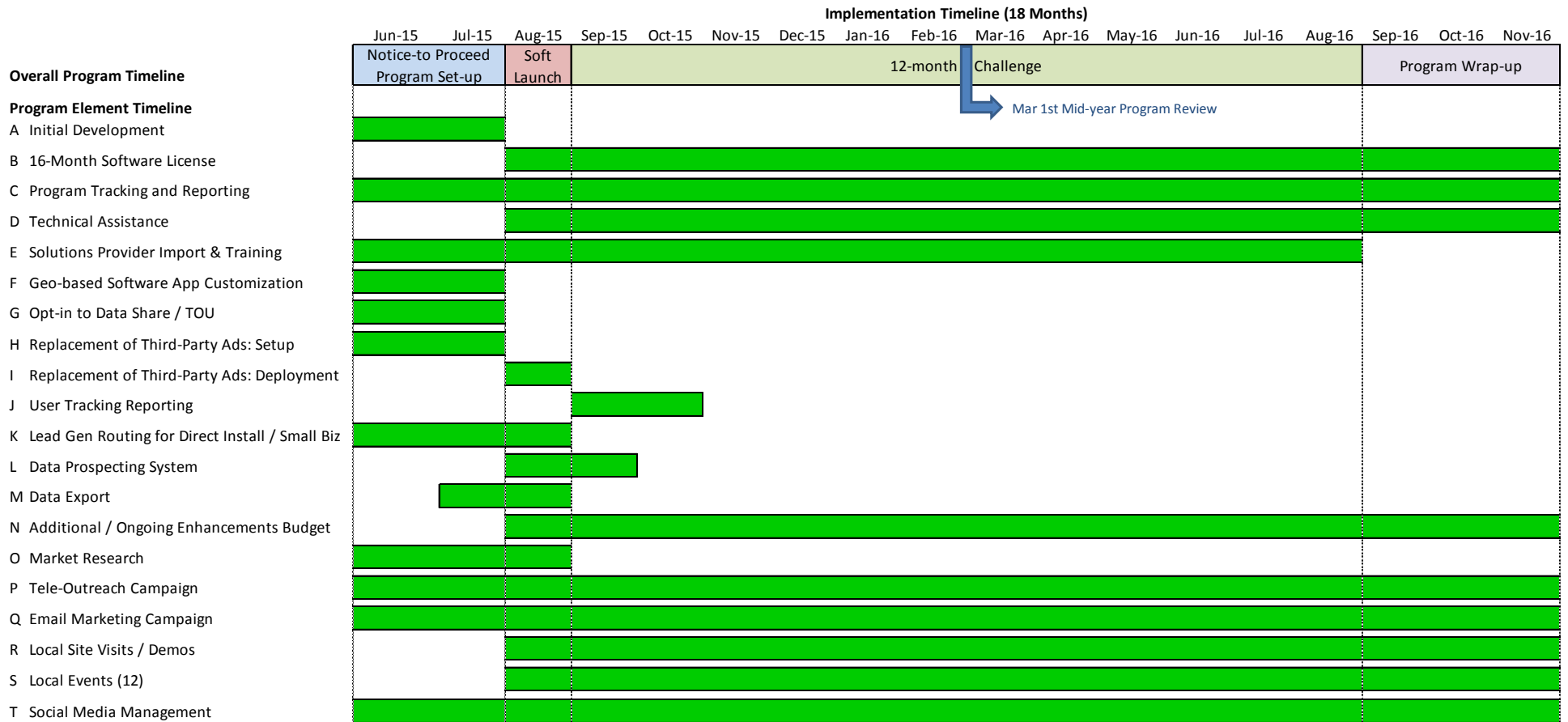
Mid-year Program Evaluation

In March 2016, a mid-year evaluation of the program will be conducted to determine if the program is on track to meeting or exceeding its goals. Program metrics and goals will be established after contract has been initiated and prior to soft launch. Both SCG and SCE reserve the right to scale back the program scope and budget if the goals are not being met and there are no mitigating circumstances.

Program Implementation Timeline

The program implementation timeline and key dates are illustrated on the following chart.

Exhibit A



Key Dates: 6/1/2015 Notice-to-Proceed
 8/1/2015 Soft Launch
 9/1/2015 Full Launch - Challenge Begins
 3/1/2016 Mid-year Program Evaluation
 8/31/2016 Challenge Ends - Program Wrap-up Begins
 11/30/2016 Program Ends