



REQUEST FOR PROPOSALS

FOR

**DEVELOPMENT OF ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE JOINT ACTION PLAN**

RFP Release Date: February 11th, 2019

**RFP Submittal Deadline: February 25th, 2019 at 11:00 am
Pacific Time**

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2 Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE), a community choice energy agency, is redefining the local electricity market and providing our residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following thirteen communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and Unincorporated Santa Clara County. 97% of electricity customers in SVCE's service area receive their electricity from SVCE. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

SVCE is now advancing programs for fuel switching to clean, carbon-free electricity in the place of fossil fuels used in transportation, buildings and infrastructure. Building on an estimated 21% reduction in community-wide greenhouse gas emissions from a 2015 baseline, SVCE is working with its member communities to extend these reductions to 30% by 2021, 40% by 2025 and 50% by 2030. Programs will play a major role in achieving these goals, and transportation has been identified as a key sector for SVCE to target. For more information on SVCE's overarching program strategy, please visit: <https://www.svcleanenergy.org/news/decarb-roadmap-approved/>.

3 RFP Overview

Within the SVCE service territory, transportation electrification is the single largest decarbonization opportunity. Electric vehicle (EV) market penetration is high in Silicon Valley and growing rapidly, but still low compared to what is required to achieve longer-term local and state climate goals. The availability of charging is critical to continued and accelerated growth. Charging access is especially challenging for low-income households, multi-unit dwellings, small- to medium-sized businesses and buses, fleets and transportation network companies. The County of Santa Clara created the informative 'Driving to Net Zero' project that explores these issues, and SVCE wants to leverage and build on that work on behalf of its member communities.

With this request for proposals (RFP), SVCE requests information about the experience and qualifications of your organization (Bidder) relating to the development of tactical strategies and actionable implementation plans to address EV charging infrastructure as described in this RFP's scope of work.

This RFP:

- Describes the scope of services sought by SVCE
- Outlines key dates and the proposed timeline
- Provides an opportunity for Bidders to describe their relevant qualifications and assets, and to explain how they could contribute to the program
- Provides an opportunity for Bidders to identify any key topics or programmatic areas not identified in the RFP that would add substantial value to SVCE's EV Charging Infrastructure Joint Action Planning scope of work

4 RFP Tentative Timeline

This tentative schedule is provided for the convenience of Bidders, but may be subject to change at any time by SVCE. Any such changes will be stated in an addendum to this RFP.

Date	Event
February 11, 2019	RFP issued
February 14, 2019, 1:00 pm PT	Pre-proposal teleconference
February 19, 2019, 5:00 pm PT	Deadline for questions, clarifications (see below)
February 20, 2019	Question responses posted online
February 25, 2019, 11:00 am PT	Deadline for Bidders to submit proposals
February 26, 2019	Top Bidders notified of interview times, if applicable
March 1, 2019	Possible interviews of top Bidders
March 4, 2019	Anticipated date SVCE will notify awardee
March 8, 2019	Anticipated date contract finalized (to be sent to Board for approval)
March 18, 2019	Work commences

Notes:

- Pre-Proposal Teleconference: A teleconference will be held on February 14, 2019 at 1:00 pm Pacific Time. Call in information: 1-510-338-9438, access code 626 197 051.
- Questions: Bidders may submit questions concerning the RFP at innovation@svcleanenergy.org. All questions and answers will be shared with all Bidders and will be posted on SVCE's website in the same location as the RFP. Questions must be emailed and received by SVCE no later than 5:00 pm PT on February 19, 2019. SVCE shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by SVCE or its representatives.
- Proposal Review: SVCE may request clarifications of submitted proposals by email or phone on February 25 and 26, 2019. Prompt responses will be requested.
- Bidder Interviews: SVCE may choose to conduct in-person/phone interviews of the top Bidders on March 1, 2019.

5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to innovation@svcleanenergy.org with the subject "Proposal - <Organization> - EV Infrastructure Strategy Consultant".

Only electronic submittals will be accepted.

Proposals must include the following sections (to be submitted in this order only):

1. Proposal summary (2 pg. max)

Discuss the highlights, key features and distinguishing points of the proposal. Include a list of individuals and contacts for this proposal and how to communicate with them.
2. Organization description and qualifications (6 pg. max)

Describe the Bidder's general size, resources and organizational structure with respect to electric vehicle infrastructure strategy and planning. Include general information on the Bidder's financial stability, capacity and resources. List key staff that will work on this project and highlight their credentials. Provide an overview of the Bidder's qualifications and previous experience on at least three similar or related projects (provide descriptions, costs, timeline and reference contact information). Complete this information for all Bidders (and Sub-Bidders, if applicable) that are included in the proposal.
3. Proposed work plan for development of an electric vehicle charging infrastructure Joint Action Plan, based on the provided scope (see Section 12 of this RFP) (10 pg. max)

Present a well-conceived work plan to address all aspects of the proposed scope. Include a full description of each task. Show how the work plan would meet SVCE's objectives and schedule. Suggest any innovations, additions or modifications to the scope that SVCE prepared - include in this section any key elements that the Bidder feels would add additional value to scope initially developed by SVCE.
4. Schedule (table or chart, 1 pg. max)

Illustrate how the work plan would proceed and what the key milestones or benchmarks would be, along with required levels of SVCE staff and stakeholder engagement.
5. Cost proposal (2 pg. max, include rate schedule)

Include direct labor rates and estimated hours for named project resources, with subconsultant rates if applicable. Estimate other direct costs and reimbursable expenses, if any, and associated mark-up percentages, if any. Include a breakdown of costs by task for all tasks within the scope and any innovative components added to the work plan by the Bidder.
6. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Section 7 of this RFP)

List all exceptions or requested changes that Bidder has to SVCE's standard contract. Items not excepted will not be open to later negotiation.
7. Inclusion of non-participating agencies (see Section 8 of this RFP)

Indicate Bidder's willingness to extend the terms of resulting contracts to other similar entities.

6 Review and Selection Process

In addition to the aforementioned minimum proposal requirements, all of which are mandatory, proposals will be evaluated based on the following non-exclusive list of criteria:

- Qualifications and experience of the Bidder providing similar products and services, including the capability and experience of key personnel as well as experience with other public and/or private agencies in similar capacities
- History of successfully performing services for public and/or private agencies and other community choice energy agencies
- Financial viability of the respondent
- Cost to SVCE for the products and services identified in this RFP
- Proposed approach, including a clearly-demonstrated understanding of the intended scope of products and services to be provided
- Ability to meet any required timelines or other requirements
- Existence of and circumstances surrounding any claims or violations of law or governmental regulations against the Bidder, its representatives and/or partners
- Pertinent references
- Acceptance of SVCE's standard contract terms and conditions

SVCE reserves the right to consider factors other than those specified above and to request additional information from any/all Bidders as a part of the selection process.

7 Agreement Terms

Awardee(s) will be required to enter into a contract using SVCE's standard contract terms. Modification of the contract terms may be proposed by the Bidder for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

SVCE's standard contract terms are available for review in Appendix A.

8 Inclusion of Non-Participating Agencies

SVCE is asking all responding Bidders to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested California-based municipalities, municipally-owned utilities and community choice energy programs. While this clause in no way commits these agencies to contract with SVCE's awarded consultant, nor does it guarantee any additional orders will result, it does allow other agencies, at their discretion, to make use of SVCE's competitive process (provided said process satisfies their own procurement guidelines) and enter into a contract directly with the awarded consultant. All contracts entered into by other agencies shall be understood to be transactions between that agency and the awarded consultant; SVCE shall not be responsible or liable in any manner for any such contracts.

9 SVCE Legal Obligations

SVCE is not obligated to respond to any offer submitted as part of the RFP. All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 et seq. SVCE acknowledges that another party may submit information to SVCE that the other party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255) ("Confidential Information"). Any such other party acknowledges that SVCE may submit to the other party Confidential Information. Upon request or demand of any third person or entity not a party to this RFP ("Requestor") for production, inspection and/or copying of information designated as Confidential Information by a party disclosing such information ("Disclosing Party"), the party receiving such information ("Receiving Party"), as soon as practical but within three (3) business days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address or email address listed on the cover page of the RFP. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and disclose the requested Confidential Information.

10 Certifications

The submission of a proposal shall be deemed a representation and certification by the Bidder that it:

- Has read, understands and agrees to the information and requirements set forth in this RFP.
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of this proposal
- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants SVCE permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Has disclosed any conflicts of interest as defined in Attachment A
- Complies with all insurance requirements as defined in Attachment A

11 Rights of SVCE

This RFP does not commit SVCE to enter into a contract, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract. SVCE reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals in its sole discretion

- Issue subsequent RFPs
- Postpone opening for its own convenience
- Remedy technical errors in the RFP process
- Approve or disapprove the use of particular subconsultants
- Negotiate with any, all or none of the Bidders
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Bidder in the event the originally-selected Bidder defaults or fails to execute an agreement with SVCE

SVCE shall not be bound by the terms of any offer until SVCE has entered into a fully executed agreement.

12 Scope of Work

A Overview

SVCE's mission is to provide clean, carbon-free electricity at competitive rates, and to work with its member communities to reduce greenhouse gas (GHG) emissions. Emissions from transportation comprise the largest source of GHGs within SVCE's service area. This strategy effort aims to help SVCE communities reduce emissions by crafting a reasoned, holistic strategy for promoting transportation electrification through investment in charging infrastructure. The work involves development of a tactical community strategy, and development of a prioritized program list and associated actionable implementation plans.

This work should leverage and build off of work completed under Santa Clara County's 'Driving to Net Zero' project (<https://www.sccgov.org/sites/dnz/Pages/home.aspx>). This study identified examples of leading public agency practices to enable and accelerate deployment of electric vehicle infrastructure in such domains as regional coordination, education and outreach, permitting, planning and land use.

The strategy and implementation plans will be structured into a single Joint Action Plan document that will guide SVCE and its member communities on future priorities and activities related to advancing charging infrastructure serving the transportation sector.

The first component of the Joint Action Plan will be the EV Charging Infrastructure Strategy. This effort will include a current-state assessment, forecasted transportation electrification goals, and both short- and medium-term tactics to achieve these goals. The scope of the strategy will be from 2019 through 2025. The EV Charging Infrastructure Strategy will also identify the priority programs and tactics for SVCE and its member communities to pursue over the next 24 months.

The second component of the Joint Action Plan will involve developing a set of Program Implementation Plans. These plans will provide detailed implementation steps for the EV charging infrastructure programs and tactics that are selected as priorities for the next 24 months through the initial strategy process. The Program Implementation Plans will provide SVCE the ability to rapidly launch selected near-term programs, without additional high-level strategy or planning requirements.

The tasks outlined in this scope will position SVCE to pursue a continuing strategy to meet its EV charging infrastructure goals, support the efforts of its member communities in

implementing these goals and immediately begin launching programs. This work will also support SVCE's upcoming discussions with CALeVIP for funding, which is driving the accelerated timeline.

B Consultant Responsibilities

B.1 Current-State Assessment and Market Barriers

B.1.1 Research and summarize the current status and utilization of vehicle electrification and electric vehicle charging infrastructure across the thirteen communities within SVCE's service territory. Note that SVCE has DMV vehicle registration data current through the end of 2017 and has recently requested additional detailed data that will be as current as possible. Highlight important existing or planned electric vehicle initiatives from other organizations that may impact SVCE's communities.

B.1.2 Review and summarize EV charging infrastructure plans in similar regions or areas.

B.1.3 Fill out the use case / enabling practices matrix (see B.9 in this scope) with member agency input for each of SVCE's member communities based on the current state. Address what is/isn't working and provide pertinent details for key use cases and enabling practices.

B.2 Forecasted Growth in Vehicle Electrification, and Associated Infrastructure Needs and Future-State Goals

B.2.1 Based on forecasted growth in vehicle electrification in SVCE's service territory, use cases, current GHG reduction targets and available literature, classify and estimate SVCE's electric vehicle infrastructure requirements through 2025. This work should aggregate, refine and interpret existing forecasting efforts and modeling tools (like the UC Davis EV Planning toolbox and the California Energy Commission's version of EVI-Pro) within the context of SVCE's service territory and this planning effort.

B.2.2 Fill out the use case / enabling practices matrix for each of SVCE's member communities based on the forecasted state. Identify current and future major areas of need.

B.3 EV Charging Infrastructure Education and Level Setting

B.3.1 To help ensure that SVCE and its member communities understand and are fluent in the appropriate terminology and technology associated with electric vehicle charging infrastructure, develop straightforward EV background documentation.

B.3.2 Present the EV background documentation once to SVCE staff and once to a working group (see B.4) to establish a baseline of mutual understanding.

B.3.3 Incorporate information from the Current- and Future-State Assessments, as permitted by the timeline.

B.4 Define and Launch Standing Service-Area Working Group

B.4.1 Create a charter, role(s), value proposition, suggested participation and timeline for establishment of an electric vehicle infrastructure working group, to include SVCE member communities and interested parties from other relevant private and public-sector organizations. This working group, to be led initially by SVCE, will be ongoing - helping to deploy identified strategies and plans and effectively involve relevant parties over the next few years.

B.4.2 Review and summarize similar working groups to help SVCE understand critical success and failure factors.

B.4.3 Determine the best way for this group to fit within Santa Clara County's overall plans and coordinate with other County communities.

B.4.4 Help launch and support the first two meetings of this group.

B.4.5 Work with SVCE to facilitate discussion within the group of the current- and future-state assessments to see where there is agreement on priority programs for the next 24 months. These chosen programs will need to have Program Implementation Plans developed (see B.7).

B.5 Establish Mechanism for Pursuing Grant Funding

B.5.1 Create a comprehensive list of funding sources that are, or could be, available to SVCE, its member communities and agencies and companies. Identify who needs to apply, describe all funding requirements and deadlines and note any other key facts. Some examples include PG&E's EV Charge Network Program, Electrify America and BAAQMD's Charge! Program.

B.5.2 Propose a structure for a grant "clearinghouse". This would be a mechanism through which SVCE and/or other partners could assist local member agencies, partners, property owners or other parties in securing incentive or grant funding for EV charging infrastructure deployment. Ideally, this would be a key function in supporting SVCE's ongoing efforts to accelerate electric vehicle infrastructure deployment.

B.5.3 Identify opportunities for SVCE to partner with other initiatives, companies and/or organizations that do not have funding available but may still benefit SVCE's EV infrastructure deployment efforts.

B.6 Facilitate CALeVIP Funding Discussions

B.6.1 Assist SVCE with proposal activities for the CEC's California Electric Vehicle Infrastructure Project (CALeVIP) program, implemented by the Center for Sustainable Energy (CSE). SVCE is part of a two-county coalition of municipal utilities and CCAs exploring a prospective regional EV incentive program targeting a 2020 project start. SVCE is looking for assistance in defining and articulating relevant priorities as identified in the EV Charging Infrastructure Strategy for potential support under CALeVIP, in a way that is consistent with its goals and the interests of co-applicants.

B.6.2 Coordinate Joint Action Plan development efforts with CALeVIP proposal activities to ensure consistency. Assist SVCE in meeting timelines for the CALeVIP discussions.

B.7 Create Specific Program Implementation Plans

B.7.1 Create a list of prioritized near-term programs (i.e. next 24 months), as identified by the working group (see B.4).

B.7.2 Review pertinent similar programs and highlight key aspects.

B.7.3 Create a detailed program synopsis for each prioritized program. Revise existing, similar program structures or develop new plans from the ground up. Each synopsis should allow SVCE to understand what the components and requirements of the program will be once it is launched. SVCE should be able to leverage these synopses when launching each program over the next 24 months. Synopses might include overviews of the scope, eligibility, incentive breakdowns, budget, funding and data requirements.

B.7.4 Create a launch timeline for each prioritized program. Identify key steps that need to be taken and quantify involvement from major stakeholders in each step.

B.7.5 Provide any additional program-related recommendations.

B.7.6 Identify relationships between program activities and SVCE's planned "Innovation Onramp" pilot partnership program slated to launch in Spring 2019.

B.8 Project Reporting

B.8.1 Create final report and summary to document the Joint Action Plan, including the EV Charging Infrastructure Strategy and near-term Program Implementation Plans. Provide a compilation of key activities outlined in the scope. Summarize SVCE's next steps. Highlight how the Joint Action Plan fits in with SVCE's broader mission, other planned programs and business model.

B.8.2 Develop summary roadmap for SVCE's Program Implementation Plans and EV Charging Infrastructure Strategy for the next 24 months, with detailed design and contracting benchmarks, activities, timelines and resource requirements.

B.8.3 Develop summary roadmap for SVCE's EV Charging Infrastructure Strategy through 2025, with program-level details and expected achievements for key metrics.

B.8.4 Present summary of all findings to SVCE staff.

B.8.5 Present summary of all findings to SVCE Board of Directors.

B.9 Use Case / Enabling Practices Matrix

The matrix shown below is a visual representation of how SVCE views the needs and opportunities in the EV charging infrastructure sector. Along the side are "use cases," which are specific situations in which EV charging is required. Along the top are "enabling practices," which are categories of activities that can be pursued to accelerate the deployment of charging infrastructure. The columns at the far right are total EV charging ports that are installed in the current state and that need to be installed in the future state (i.e. 2025), for each use case. SVCE plans to use this visualization to help communicate needs and strategies in the complex arena of EV charging. Bidders should use this matrix throughout the development of

the Joint Action Plan. If there are major components missing, or if the matrix does not encompass important aspects of this sector, Bidders are encouraged to address that in their RFP and explain their alternatives or additions.

<u>Use Case</u>	<u>Enabling Practice</u>								<u>EV Charging Port Deployment Totals</u>	
	Regional Coordination	Funding Support and Incentives	Education and Outreach	Building/Zoning /Parking Codes	Permitting	Planning and Land Use	Electric Rates	Vehicle/Grid Integration	Current State	Future Goal
Fleet - Public/Private Transit (buses, shuttles, etc.)										
Fleet - Transportation Network										
Corridor										
Fleet - Public/Private Vehicles (City fleets, etc.)										
Destination/Retail										
Workplace - Large										
Workplace - Small/Medium										
Multi-Unit Dwelling (MUD)										
Single Family Residential										

C Timing

All work should be completed by June 30, 2019. The SVCE-led working group must have its first meeting by the end of April, 2019. Assistance with the CALeVIP discussions would begin immediately to support preparation for the CSE and California Energy Commission submission deadline in April and project review process through June.

D Budget

Provide separate costs for tasks B.1 through B.8. Be sure to read through Section 5 of this RFP and comply with all requirements for the costing information. SVCE has been approved by its Board of Directors to spend up to \$200,000 on this EV Charging Infrastructure Joint Action Plan development effort.

Attachment A – Standard Contract

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND

[Click to enter the consultant's name.](#) **FOR**

[Click to enter subject matter of the services.](#) **SERVICES**

THIS AGREEMENT, is entered into this [Click here to enter DAY.](#) day of [ENTER MONTH.,](#) [ENTER YEAR.,](#) by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and [Click here to enter Consultant's name.,](#) a [Click here to enter entity type \(California corporation, partnership, etc.\).](#) whose address is [Click here to enter address.](#) (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for [Click here to enter a description of work to be performed.](#) upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on [Click here to enter beginning of term.,](#) and shall terminate on [Click here to enter end of term.,](#) unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed [Click here to enter amount of compensation in words.](#) dollars (\$[Click here to enter amount of compensation in numerals..00](#)) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement¹⁶. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. [Click here to enter the name of Consultant representative](#). shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the

second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
333 W. El Camino Real
Suite 290
Sunnyvale CA 94087
Attention: Chief Executive Officer

TO CONSULTANT:
[Click here to enter consultant name.](#)
[Click here to enter company name.](#)
[Click here to enter street number and street name.](#)
[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

RECOMMENDED FOR APPROVAL

Enter Your Name

Enter Your Title

CONSULTANT NAME

Enter Consultant's Name

By: _____

Name: _____

Title: _____

Date: _____

SILICON VALLEY CLEAN ENERGY

AUTHORITY

A Joint Powers Authority

By: _____

Name: Girish Balachandran

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

[Click here to enter text.](#)

Exhibit B
Schedule of Performance

[Click here to enter text.](#)

This schedule may be modified with the written approval of the Authority.

Task	Begin	Complete
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit C

Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of [Click here to enter dollar amount in words](#). dollars ([Click here to enter dollar amount in numerals.](#)), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	Estimated Budget
1.	\$ XX,000
2.	\$ XX,000
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total	

Rates

Personnel	Title	Hourly

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority's Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D

Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

(3) **Automotive:**

Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per

accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

(4) **Professional Liability**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.