



**REQUEST FOR PROPOSALS**

**FOR**

**DESIGN, IMPLEMENTATION, MANAGEMENT AND  
EVALUATION SUPPORT FOR DECARBONIZATION  
AND INNOVATION PROGRAMS**

**RFP Release Date: April 15, 2019**

**RFP Submittal Deadline: May 17, 2019 at 5:00 PM 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. For more information on SVCE's overarching program strategy and planned programs, please visit: <https://www.svcleanenergy.org/programs/>.

## 3 RFP Overview

With this request for proposals (RFP), SVCE requests information about the experience and qualifications of your organization (Bidder) relating to decarbonization and innovation program design, implementation and management (collectively, "administration") support and evaluation, measurement and verification support as described in this RFP's scope of work. Bidders should provide one proposal in response to this RFP and indicate all tasks of the scope (A, B and/or C) to which they are responding. Bidders are encouraged to apply for all tasks of the scope to which they are qualified. SVCE reserves the right to award work for different tasks to different Bidders or to award work to no Bidders. The Bidder selected to perform Task C will be precluded from receiving the award for any other tasks, due to its oversight role.

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
- 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 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 or otherwise communicated to Bidders.

Date	Event
April 15, 2019	RFP issued
April 23, 2019, 1:00 pm PT	Pre-proposal teleconference
April 26, 2019, 5:00 pm PT	Deadline for questions, clarifications (see below)
April 29, 2019	Question responses posted online
May 17, 2019, 5:00 pm PT	Deadline for Bidders to submit proposals
May 21, 2019	Top Bidders notified of interview times, if applicable
May 30, 2019	Possible interviews of top Bidders
May 31, 2019	Anticipated date SVCE will notify awardees
June 5, 2019	Anticipated date contract finalized (to be sent to Board for approval)
June 12, 2019	Work commences

### Notes:

- Pre-Proposal Teleconference: A teleconference will be held on April 23, 2019 at 1:00 pm Pacific Time. Call in information: +1-510-338-9438 USA Toll, access code 628 712 318.
- Questions: Bidders may submit questions concerning the RFP at [innovation@svcleanenergy.org](mailto:innovation@svcleanenergy.org). All questions and answers will be shared with all Bidders and will be posted in the same location as the RFP, at <https://www.svcleanenergy.org/solicitations/>. Questions must be emailed and received by SVCE no later than 5:00 pm PT on April 26, 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 May 17 through 21, 2019. Prompt responses will be requested.
- Bidder Interviews: SVCE may choose to conduct in-person/phone interviews of the top Bidders on May 30, 2019.

## 5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to [innovation@svcleanenergy.org](mailto:innovation@svcleanenergy.org) with the subject "Proposal - <Organization> - Programs 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. Clearly indicate to which tasks of the RFP scope (A, B and/or C) the proposal is responding.

2. Organization description and qualifications (6 pg. max)

Describe the Bidder's general size, resources and organizational structure with respect to the proposed work. Include general information on the Bidder's financial stability, capacity and resources. List key staff that will work on this support agreement and highlight their credentials. Provide an overview of the Bidder's qualifications and previous experience on at least three similar or related support agreements (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 approach for the support work, for each task of the scope to which the Bidder is responding (4 pg. max for each task (A, B and/or C))

Present a well-conceived work plan to address all aspects of the proposed scope in the task. Include a full description of how the Bidder will complete each subtask within the 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 the scope initially developed by SVCE. Repeat for each task in the scope to which the Bidder wishes to respond.

4. Schedule (table or chart, 1 pg. max for each task (A, B and/or C))

Illustrate how the task's 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 (include rate schedule, 3 pg. max for each task (A, B and/or C))

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 subtask for all tasks to which the Bidder is responding and any innovative components added to the work plan by the Bidder. Comply with any task-specific costing instructions found in the scope.

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 or changed 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 Bidder
- 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

Awardees 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 California Public Records Act**

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 ("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 Ex Parte Communication**

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to an SVCE Official or Employee evaluating or considering the proposals prior to the time a bid decision has been made. Communication between Bidder and SVCE will be initiated by the appropriate Agency Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal, then in evaluation, or any future proposal.

## **11 Insurance Requirements**

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of California.

The Bidder shall, within thirty (30) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements.

## 12 Conflict of Interest/Statement of Non-Collusion

All bidders must disclose with their proposal the name of any officer, director, or agent who is also an employee of SVCE. Further, all bidders must disclose the name of any SVCE employee who owns, directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal and that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same land or improvements.

## 13 Addenda

It is the Bidder's responsibility to contact SVCE prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Bidder to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

## 14 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
- 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
- Is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

## 15 Rights of SVCE

SVCE is not obligated to respond to any proposal submitted as part of the RFP. **SVCE at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of SVCE.** The award of this proposal, if made, may be based on considerations other than total



cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. SVCE reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Bidders. There is no obligation to buy. The RFP, if awarded, will be in the judgement of SVCE the most responsive to the agency's needs.

## 16 Scope of Work

### **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. One key avenue for this collaboration is through programs. SVCE has developed a programs roadmap and is seeking support from third-party contractors for administration support. This administration may include elements of the design, implementation and ongoing management of the programs, as needed for a given program.

This work should occur on a time and materials basis, which will give SVCE the ability to scale up the support, as needed.

There are three distinct tasks in the scope. The Bidder should clearly indicate in the proposal to which task(s) the Bidder is responding. SVCE welcomes responses addressing any number of the three tasks.

Task A covers the general design, implementation and management work. It outlines the broad types of program administration work that SVCE believes will be a part of these future programs. SVCE is seeking a consultant to enter into a Master Services Agreement (MSA) for these administrative support services.

Task B covers the Innovation Onramp program specifically to detail its needed support. As this program will be administering numerous, concurrent, cutting-edge pilot projects with various organizations, SVCE believes that it will require additional and unique experience beyond the MSA scoped in Task A.

Task C covers the Evaluation, Measurement and Verification (EM&V) work. In the interest of providing the best possible programs to customers and the community, SVCE is seeking a consultant to periodically review the programs portfolio by reviewing select program results, methods, processes and impacts on a periodic basis.

Bidders may elect to respond to any single task or any set of tasks (A, B and/or C). SVCE will evaluate proposed qualifications for all tasks. If a Bidder is chosen as the EM&V consultant, then they will be precluded from being selected to receive the award for other task(s).

### **Task A General Program Administration Consultant Responsibilities for Master Services Agreement**

SVCE is seeking support for a variety of programs via a Master Services Agreement (MSA). Task A describes a set of tasks and subtasks that cover the broad "menu" of services that SVCE's programs may need. Over the term of the MSA, SVCE will work with the consultant to

establish a scope of work for each program's general administration support before it is launched. These scopes will use the menu of services, staff, rates and acceptance of terms as agreed upon in the MSA. Program administration services will vary widely across multiple sectors and in terms of the level of detail and support needed. To help give an understanding of what the programs may entail, here are two specific examples of programs the consultant will be working on:

*The FutureFit Heat Pump Water Heater program* will promote education, awareness, training and incentives to encourage adoption of electric heat pump water heaters (HPWHs) as a replacement for existing natural gas water heaters in existing buildings. It is funded in part by a grant from the Bay Area Air Quality Management District. SVCE will incentivize the installation of 100 HPWHs mainly by marketing the technology, providing rebates to installers and providing rebates to contractors and/or distributors. Program includes data logging of the new water heaters for sharing in a customer-anonymized format. The consultant may focus on processing applications and rebate payments, following the program design that SVCE has already established.

*The All-Electric Design Grant program* aims to incentivize the near-term development of all-electric commercial and residential building projects, including decarbonized district energy systems, that can be used as case studies and for site visits in showcasing the all-electric concept. SVCE will develop and share model requirements with architects and builders. There will be ongoing interaction with grant recipients throughout the design and build process to facilitate the development of showcase materials for a subset of grant recipients. The consultant may develop marketing collateral, outreach to developers, process applications and rebates, write up case studies and organize on-site showcase events.

The rest of this scope outlines the services that SVCE would like to see on a menu of options in the MSA. When preparing to launch a program with consultant support, SVCE will use some combination of these subtasks to describe the efforts that should be undertaken by the consultant for that particular program.

## **A.1 Program Design and Implementation**

A.1.1 Work with SVCE to shape a final program design, based on existing draft development work that SVCE staff has completed. May include defining project goals, requirements and restrictions.

A.1.2 Estimate required effort on behalf of consultant and SVCE. Outline key roles and responsibilities, and obtain SVCE sign-off on program-specific plans.

A.1.3 Review budget and objectives to provide an estimate on cost-effectiveness and anticipated achievements of the program.

A.1.4 Work with SVCE staff and SVCE's marketing consultant(s) to design an effective marketing campaign recognizing the importance of matching customers with competent providers.

A.1.5 Work with SVCE staff and the consultant under contract for Task C to design an EM&V plan for the program.

A.1.6 Implement and operationalize the program design. Develop any required materials, applications or other forms. Address any remaining gaps in the program design and fill in

missing details to the level of granularity required to administer the program. Work with SVCE staff to publish necessary materials on the web and launch marketing campaigns.

A.1.7 Iterate and revise the program design and implementation, as necessary, throughout the life of the program to address any key issues that are discovered, or at the request of SVCE staff.

A.1.8 Establish SVCE's program on a comprehensive program tracking software to easily monitor all data relating to the program. The software should integrate with SVCE's systems to periodically transition data to SVCE. SVCE will retain ownership of all data.

## **A.2 Program Application Administration**

A.2.1 Respond to applicant requests for clarification on requirements, help with application forms and application status through email and phone channels.

A.2.2 Manage application processes. Review and approve, or deny and provide feedback, all applications based on eligibility, completeness and accuracy.

A.2.3 Monitor any reservations in the system for compliance with program requirements. Process any additional paperwork upon completion of reservation terms and approve project. Remind applicants with reservations who have not completed their projects as they approach the end of their reservation window, and reject any that fail to meet the terms.

A.2.4 Through the processes identified with SVCE staff, route approved projects for required rebate payment and other processing.

## **A.3 Program Management**

A.3.1 Provide SVCE with periodic updates on the budget, including spent money, reserved funds and remaining funds. Updates should identify successes and failures, along with the impact that the program has had to date.

A.3.2 Identify key issues faced by the program and communicate with SVCE to resolve them effectively.

A.3.3 Provide all additional reporting documentation required for compliance with the program funding sources.

A.3.4 Provide SVCE with periodic updates on program achievements and progress towards state objectives and goals. This summary update should be in addition to the ongoing update of detailed program data through the tracking software and data transfer in B.1.7.

A.3.5 As needed, design feedback surveys with SVCE staff and administer them to program participants.

A.3.6 Coordinate with SVCE's third-party EM&V consultant to facilitate their review and evaluation of the program.

## **A.4 Miscellaneous Other Support**

A.4.1 On a time and materials basis, SVCE may require additional work outside the rest of the scope in Task A. This task has described the standard program requirements, but all future programs will be unique and may require additional support.

A.4.2 SVCE also believes that there may be additional, innovative work that the consultant could perform within this scope. Bidders are encouraged to outline key additions to this scope in the proposal. If SVCE missed any components the Bidder views as critical to the success of this program, please include them in the proposal as well.

## **Task B Innovation Onramp Administration Consultant Responsibilities**

Innovation Onramp is a program that will provide a framework for working with external partners and customer in launching promising pilot projects. The program will consist of an application process, transparent evaluation criteria and requirements, a quarterly application deadline and standardized partnership agreements. SVCE will provide limited grant funding to cover pilot costs.

The Innovation Onramp program could be administered through the MSA described in Task A, if the selected consultant has experience with this type of program. However, SVCE may choose a different Bidder to administer the Task B Innovation Onramp only.

### **B.1 Applicant Interaction**

B.1.1 Monitor email inbox and phone line to actively respond to applicant inquiries.

B.1.2 Address inquiries on the overarching program objectives, application and other general topics.

B.1.3 Address inquiries on the evaluation process and provide any required status updates to interested applicants

### **B.2 Pre-Screening**

B.2.1 Screen applications for eligibility and completeness.

B.2.2 Provide an initial evaluation to SVCE staff on the strengths and weaknesses of each application that passes B.3.1.

### **B.3 Facilitate SVCE Screening**

B.3.1 Organize the quarterly evaluation process for a panel of SVCE staff to review screened applicants. This should occur within 15 days of the close of each application round.

B.3.2 Lead the review panel through the evaluation process. Help to structure and guide the conversation around the key goals of SVCE and the Innovation Onramp program.

B.3.3 Take notes to support future feedback to applicants and record decisions.

### **B.4 Design and Implement Pilots**

B.4.1 Lead in contacting new partners (applicants chosen through SVCE screening in B.4) and communicating next steps.

B.4.2 Work with partners to develop pilot scopes of work. These scopes should guide partners towards objectives, roles, responsibilities, timelines, milestones and EM&V that support SVCE's mission and overarching goals while leveraging the innovative idea(s) from the partner. SVCE staff will support the development of these scopes.

B.4.3 Draft the contract, obtain SVCE approval and finalize the agreement between SVCE and the partner.

### **B.5 Program Management for Select Pilots**

B.5.1 Maintain close contact with partner throughout the contract term. Communicate with partner key challenges and provide logistical support as needed. Alert SVCE staff to any important decision-making moments for feedback.

B.5.2 Monitor progress towards scope requirements and help partner ensure that they are met.

B.5.3 Create periodic and final reports on pilot, with help of partner, for SVCE to review.

### **B.6 Portfolio Management**

B.6.1 Maintain close contact with all partners throughout the contract term. Address any partner questions and monitor ongoing progress of pilots.

B.6.2 Monitor partner use of grant funding to ensure it complies with all SVCE requirements.

### **B.7 Portfolio Review**

B.7.1 On a quarterly basis, aggregate key metrics and updates from all active partners and integrate into a portfolio review document and presentation.

B.7.2 Provide recommendations based on findings and incorporate into documentation. Recommendations could include pilot-specific or portfolio-level commentary.

B.7.3 Present findings to SVCE staff and address any questions.

B.7.4 Follow up with SVCE staff and partners on any action items identified during the review process.

### **B.8 Miscellaneous Other Support**

B.8.1 On a time and materials basis, SVCE may require additional work outside the rest of the scope in Task B. This could be a presentation on the Innovation Onramp program to the SVCE Board, community workshop or extra administrative help on a given pilot.

B.8.2 SVCE also believes that there may be additional, innovative work that the consultant could perform for the Innovation Onramp program. Bidders are encouraged to outline key additions to this scope in the proposal. If SVCE missed any components the Bidder views as critical to the success of this program, please include them in the proposal as well.

## **Task C Evaluation, Measurement and Verification Consultant Responsibilities**

In order to ensure that SVCE does and continues to leverage its programs budget in an effective and meaningful way, SVCE will contract with a consultant to provide EM&V services. The consultant will provide an independent assessment on the programs portfolio by undertaking review and audit processes. The findings from this effort will be discussed with SVCE staff members to inform changes to the programs and other future adjustments. A limited review may occur every six months to provide immediate feedback, with a more comprehensive review occurring on an annual basis. When proposing a work plan for this task, please describe the Bidder's general strategy and process for completing EM&V work on the kind of programs the SVCE intends to launch. Also include in the proposal details on key staff experience in evaluating these kinds of programs.

### **C.1 Portfolio-Level Review**

C.1.1 Work with SVCE staff to aggregate data from all programs and efforts in the SVCE portfolio. This will include program administered by third-party contractors and those run in-house.

C.1.2 Based on available literature and knowledge of SVCE programs, assess reasonability and accuracy of totals.

C.1.3 Note any suggested caveats or adjustments to totals that SVCE should consider when reporting the numbers to other groups.

### **C.2 Program-Level Review**

C.2.1 Work with SVCE staff to identify programs to review at the outset of each six-month cycle. Coordinate with SVCE staff and its third-party contractors to acquire all data, program information and anything else necessary for a comprehensive review.

C.2.2 Work with SVCE staff to determine appropriate depth for EM&V review. Investigate pertinent literature and other similar programs to contextualize the review needs.

C.2.3 Review all aspects of the programs identified for review. This should include administration processes, costs, technology requirements, budget, results, impact and persistence. Concepts of interest include free-ridership and cost-effectiveness. Thoroughly explore any discrepancies discovered during the review. The review may include validating models and assumptions, surveying program participants and surveying program non-participants.

C.2.4 Provide suggestions for improving any issues discovered in the program review. Also suggest any innovative additions that could provide additional benefit to the program, even if they do not address an identified issue.

### **C.3 Report Development and Presentation**

C.3.1 Summarize findings every six months into a clear and concise report for SVCE staff. This report should provide sufficient detail to implement any suggested changes while not being burdensome to read and review. Work with SVCE staff to revise the draft document to achieve a successful final version.

C.3.2 Transform report into a presentation format and present it to SVCE staff. Address any questions or concerns and incorporate into the final version of the report delivered to SVCE.

## **C.4 Miscellaneous Other Support**

C.4.1 On a time and materials basis, SVCE may require additional EM&V work outside the rest of the scope in Task C.

C.4.2 SVCE also believes that there may be additional, innovative work that the consultant could perform within this scope. Bidders are encouraged to outline key additions to this scope in the proposal. If SVCE missed any components the Bidder views as critical to the success of this program, please include them in the proposal as well.

### **Timing**

Work on Tasks A, B, and C is expected to begin in June 2019. The contract for Task A is anticipated to be a three-year contract term. The contracts for Tasks B and C are anticipated to be two-year contract terms.

### **Budget**

If responding to multiple tasks, provide budget estimates for each task.

For Task A: Provide a menu of services, as described in Task A, that cover all subtasks. Indicate which subtask each service addresses. For each service, provide staff roles, rates, skills and all other requirements outlined in Section 5. Based on the Bidder's experience with program administration, estimate the cost that SVCE would face for a "standard" program – include an explanation of assumptions on which services this would leverage. SVCE anticipates spending up to \$600,000 on program support for this task over the three-year contract term.

For Task B: Separate costs by subtask. Be sure to read through Section 5 of this RFP and comply with all requirements. SVCE anticipates spending up to \$300,000 on program support for this task over the two-year contract term.

For Task C: Separate costs by subtask. Be sure to read through Section 5 of this RFP and comply with all requirements. SVCE anticipates spending up to \$200,000 on program support for this task over a two-year contract term.

# 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 agreement.

#### 16. **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**

A. 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 Confidential Information held by Authority or provided to Consultant by Authority. Consultant shall exercise the same standard of care to protect such Confidential Information as a reasonably prudent consultant would use to protect its own proprietary or confidential information.

B. The term "Confidential Information" includes all information, documents, and materials owned by Authority, including technical, financial, business, or utility customers' personal information which is not available to the general public, as well as information derived from such information, which is furnished or made available to Consultant. Information received by Consultant shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Consultant; (ii) it was in the possession of Consultant prior to the date of execution of this Agreement and is not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of Authority and without breach of this Agreement; (iv) it is independently developed by Consultant; or (v) it is disclosed pursuant to a requirement of law, a duly empowered government agency, or a court of competent jurisdiction, provided that Consultant gives Authority due notice and an adequate opportunity to seek a protective order or equivalent, unless such notice is prohibited.

C. Consultant will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

D. Upon termination or expiration of this Agreement, Consultant shall, at Authority's direction, either return or destroy all such Confidential Information and shall so certify in writing. Notwithstanding the foregoing, Consultant may retain copies of the Confidential Information and any related materials (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information and related materials shall remain subject to the terms, conditions, and obligations of this Agreement, and any Confidential Information and related materials retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.

E. The obligations of this provision will survive termination or expiration of this Agreement.

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.

<b>Task</b>	<b>Begin</b>	<b>Complete</b>
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.

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

Rates

<b>Personnel</b>	<b>Title</b>	<b>Hourly</b>

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.

(5) **Cyber Coverage**

Cyber Coverage with an aggregate limit of liability of \$1 million dollars (\$1,000,000.00).