



## NOTICE

### REQUEST FOR PROPOSAL

### COMMERCIAL REAL ESTATE AGENT SERVICES

MAY 6, 2019

### **RFP NO. FA1**

Emailed proposals will be received by the Management Analyst, Silicon Valley Clean Energy, **until 5:00 p.m. – Wednesday – May 22, 2019.** Proposals received after his specified time and date will not be considered.

SILICON VALLEY CLEAN ENERGY (SVCE) IS SEEKING PROPOSALS FOR COMMERCIAL REAL ESTATE AGENT SERVICES. CONSULTATIONS WITH STAFF TO UNDERSTAND SVCE'S FACILITY NEEDS. DEVELOP COMMERCIAL LEASE STRATEGIES (I.E. CONDUCTING A STUDY OF COMPARABLE PROPERTIES) AND PRESENT TO BOARD DIRECTORS AND STAFF. PARTICIPATE AND/OR HOST ON-SITE TOURS OF POTENTIAL PROPERTIES. ASSIST STAFF IN ANALYSIS OF LEASE OFFERS. REPRESENT STAFF THROUGH THE ENTIRE REAL ESTATE TRANSACTION PROCESS INCLUDING NEGOTIATIONS, CLOSING AND ALL OTHER SERVICES AND ACTIVITIES TYPICAL OF THIS TYPE OF TRANSACTION.

Questions regarding this request for proposal should be emailed and should reference the above RFP number. Submit all questions to Mr. Nik Zanutto, Management Analyst, via email at [realestateagentrfp@svcleanenergy.org](mailto:realestateagentrfp@svcleanenergy.org).

### **BACKGROUND**

SVCE is a community choice energy agency. SVCE was formed as a Joint Powers Authority in March 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. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

As SVCE evolves from the start-up phase to operations to decarbonization of the service territory, staff is experience facility limitations. SVCE has immediate needs for additional square footage, functional work space, and an enhanced collaborative work area.

**TENTATIVE TIMELINE**

May 6, 2019.....RFP Issued  
May 15, 2019.....Deadline for questions/clarifications  
May 16, 2019.....Question responses posted online  
May 22, 2019.....RFP Due  
May 30, 2019.....Bidders notified.  
June 3, 2019.....Interviews (if necessary)  
June 3 or 10, 2019.....Work Commences

**CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION**

Bidders requiring clarification or having a dispute with these documents must advise SVCE of the nature of the required clarification or basis of this dispute, in writing, no later than **May 15, 2019**. If no written contact has been made by this specified date, the Bidder waives the right of any future consideration and accepts the documents as published and/or revised by SVCE. **Additionally, submitting a bid shall be construed as a total compliance statement.**

**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 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 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 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.

## **EXPARTE COMMUNICATION**

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits exparte 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 SVCE Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal, then in evaluation, or any future proposal.

## **INSURANCE AND SAFETY REQUIREMENTS**

All insurance shall be secured from or countersigned by an agent of 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 documents. 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.

The Bidder agrees to accept and abide by SVCE's safety regulations in complete accordance with the attached requirements.

## **INDEMNIFICATION AGREEMENT**

The Bidder agrees to indemnify and hold harmless SVCE in complete accordance with the attached requirements.

## **SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this bid/proposal, the bidder warrants and certifies that he/she is eligible to submit a bid 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.

## **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.

### **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 that may be cause for rejection of the proposal.

### **TERMS AND CONDITIONS OF AGREEMENT**

A copy of the agreement to be entered with the successful Respondent is included with this RFP as Attachment "A".

### **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.

PROPOSAL SHEET:

COMMERCIAL REAL ESTATE AGENT SERVICES

MAY 6, 2019

RFP NO. FA1

THIS RFP SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

The following RFP is in strict accordance with **SVCE for Proposal FA1, dated May 6, 2019 and all attachments as referenced therein.**

**A. Please State the Name, Address and Telephone Number of the Branch Office that Services the Santa Clara County Area Where Technical Expertise is Available:**

<u>Name</u>	<u>Address</u>	<u>Telephone No.</u>
_____	_____	_____

**B. Please List Three (3) References to respond to questions concerning your company's abilities, costs, schedules, etc. Note: Prior successful accomplishments of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.**

<u>Name</u>	<u>Title</u>	<u>Telephone/Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROPOSAL SHEET CONTINUED:

COMMERCIAL REAL ESTATE AGENT SERVICES

MAY 6, 2019

**RFP NO. FA1**

**C. The bidder must be a licensed real estate agent in the State of California. Please list Name of Agent and Real Estate License Number.**

Name

License No.

\_\_\_\_\_

**D. Please list all applicable fees including commission rate, consulting fees for advisory services or any other cost SVCE should anticipate related to this proposal.**

Type

Fee

Other

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSAL SHEET CONTINUED:

**COMMERCIAL REAL ESTATE AGENT SERVICES**

MAY 6, 2019

**RFP NO. FA1**

- E. As part of the response to this proposal, please provide experience commercial real estate agent services involving large commercial properties for governmental and/or corporate clients. Include any additional relevant or unique services offered.**

PROPOSAL SHEET CONTINUED:

**COMMERCIAL REAL ESTATE AGENT SERVICES**

MAY 6, 2019

**RFP NO. FA1**

**“I hereby certify that I understand and am aware that 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 the agency. The award of this RFP, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent’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 Respondents. There is no obligation to buy. This RFP, if awarded, will be in the judgement of SVCE the most responsive to the agency’s needs.”**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name of Contact for Questions  
(Please Print)

\_\_\_\_\_  
Telephone No. or Email



**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**

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: \_\_\_\_\_