



**REQUEST FOR PROPOSALS**

**FOR**

**Streamlining Community-Wide Electrification  
Program**

**RFP Release Date: May 8, 2020**

**RFP Submittal Deadline: May 29, 2020 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: [www.SVCleanEnergy.org](http://www.SVCleanEnergy.org).

SVCE’s Board of Directors adopted our Decarbonization Strategy & Programs Roadmap (abbrev. “Roadmap”) in December 2018<sup>1</sup>. Clean electricity from SVCE’s carbon-free sources has already contributed to a dramatic 21% reduction in area-wide carbon emissions from 2015 levels. The Roadmap sets ambitious goals to further reduce energy-related greenhouse gas emissions from 2015 baseline levels to 30% by 2021, 40% by 2025 and 50% by 2030, and programs are anticipated to play a major role in achieving these goals. Six program focus areas were identified: power supply, transportation, built environment, energy efficiency & grid integration, education & outreach, and innovation. For more information on SVCE’s overarching program strategy and current program portfolio, please visit: [www.SVCleanEnergy.org/programs](http://www.SVCleanEnergy.org/programs).

## 3 RFP Overview

In SVCE service territory, buildings and transportation are responsible for majority of community-wide emissions. While buildings are responsible for approximately one-third of emissions, transportation is responsible for approximately half. Transitioning away from natural gas appliances and gasoline vehicles to electric alternatives that run off clean, carbon-free electricity is a critical strategy for achieving deep decarbonization at scale. SVCE and its member agencies have made great strides advancing building and transportation decarbonization through programs such as the reach code effort<sup>2</sup>, All-Electric Showcase Award program<sup>3</sup>, the FutureFit Heat Pump Water Heater Program<sup>4</sup>, and Electric Vehicle Infrastructure Joint Action Plan<sup>5</sup>.

SVCE is seeking to work with its member agencies to develop a cohesive Streamlining Community-Wide Electrification program (abbrev. “Program”) that aims to identify key opportunities and barriers with the permitting processes related to electrification technology.

- Describes the scope of services sought by SVCE

This RFP outlines key dates and the proposed timeline

- Provides an opportunity for Bidders to describe their relevant qualifications and assets, and to explain how they could contribute to the program
- Provides an opportunity for Bidders to identify any key topics or areas not identified in the RFP that would add substantial value to SVCE’s Streamlining Community-Wide Electrification scope of work

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<sup>1</sup> [www.tinyurl.com/SVCEroadmap](http://www.tinyurl.com/SVCEroadmap)

<sup>2</sup> <http://siliconvalleyreachcodes.org/>

<sup>3</sup> <https://www.svcleanenergy.org/all-electric-award/>

<sup>4</sup> <https://www.svcleanenergy.org/water-heating/>

<sup>5</sup> [https://www.svcleanenergy.org/wp-content/uploads/2019/09/EVI-Joint-Action-Plan\\_Sept-2019.pdf](https://www.svcleanenergy.org/wp-content/uploads/2019/09/EVI-Joint-Action-Plan_Sept-2019.pdf)

## 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
May 8, 2020	RFP issued
May 14, 2020 2:00pm PT	Pre-proposal teleconference
May 19, 2020, 5:00pm PT	Deadline for questions, clarifications (see below)
May 21, 2020	Question responses posted online
May 29, 2020, 5:00pm PT	Deadline for Bidders to submit proposals
June 5, 2020	Top Bidders notified of interview times, if applicable
June 11, 2020	Possible interviews of top Bidders
June 17, 2020	Anticipated date SVCE will notify awardees
June 24, 2020	Anticipated date contract finalized
September 2020	Project completion and launch

### Notes:

- Pre-Proposal Teleconference: A teleconference will be held on May 14, 2020 at 2:00pm Pacific Time. Call in information: +1-669-900-9128 Meeting ID: 926 2593 5346 Meeting Password: 004361
- Questions: Bidders may submit questions concerning the RFP [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 [www.SVCleanEnergy.org/solicitations](http://www.SVCleanEnergy.org/solicitations). Questions must be emailed and received by SVCE no later than 5:00 pm PT on May 19, 2020. 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 June 2-11, 2020. Prompt responses will be requested.
- Bidder Interviews: SVCE may choose to conduct in-person/phone interviews of the top Bidders on June 11, 2020.

## 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> - Streamlining Community-Wide Electrification".

### **Only electronic submittals in PDF format will be accepted.**

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

1. Administrative Information (1 pg. max)
  - Provide administrative information, and include at a minimum: name, mailing address, phone number, and email of designated point of contact.
2. Proposal summary (2 pg. max)
  - Discuss the highlights, key features and distinguishing points of the proposal.
3. Organization description and qualifications (6 pg. max)
  - Provide an overview of your organization. Include overall organizational structure, number of employees, legal structure and ownership.
  - Provide a brief bio for key staff that will work on this project and highlight their credentials. Attach full resumes of key staff.
  - Provide an overview of your qualifications and previous experience on at least three similar or related projects. Include descriptions, costs, timeline and reference contact information. Provide website URLs that SVCE can visit to see the solutions.
  - Please describe your specific experience and engagement in California and/or the SVCE territory. Include the type of engagement, with who, for what purpose, and for how long. Include the number of end-customers served.
  - Complete this information for all Bidders (and Sub-Bidders, if applicable) that are included in the proposal.
4. Proposed work plan (6 pg. max.)
  - Present a well-conceived work plan to address all aspects of the Scope described in Section 16. Include a full description of each task. Show how the work plan would meet SVCE's objectives and schedule.
  - Describe integration requirements or options (with SVCE systems or data). Please indicate other (solution, technology, service, data) providers that you currently work with that your solution is integrated with. Please describe the level of integration. Indicate whether your solution has an API, widgets, or other data or integration to be leveraged inside another site.
  - Describe any services you offer related to customer engagement: search engine optimization, digital advertising, social media advertising and other engagement, email marketing, and other marketing.
  - Describe any reporting or tracking tools provided with the solution.
  - Indicate how the proposed solution could be leveraged by other CCAs.
  - Suggest any innovations, additions or modifications to the scope that SVCE prepared - include in this section any key elements that the Bidder feels would add additional value to scope initially developed by SVCE
  - Provide suggestions on the feasibility of expanding the Scope of Work to include commercial buildings
5. Schedule (1 pg. max; table or chart for the schedule)
  - Illustrate how the work plan would proceed and what the key milestones or benchmarks would be, along with required levels of SVCE staff and stakeholder engagement.

6. Cost proposal (2 pg. max)
  - Include all costs such set up fees, license fees, etc.; and direct labor rates and estimated hours for named project resources if applicable; and subcontractor 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 deliverable.
  - Indicate any pricing adjustment if another CCA implements a similar solution.
  - Be sure to separate costs associated with optional integration with SVCE systems and data.
7. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Section 7 of this RFP)
  - List all exceptions or requested changes that Bidder has to SVCE's standard contract. Items not excepted will not be open to later negotiation.
8. 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, or in reiteration of, 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. ("CPRA"). SVCE will not disclose any part of any proposal before it announces a recommendation for an award, on the ground that there is a substantial public interest in not disclosing proposal during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure, with the exception of those elements in each proposal which are exempt from disclosure pursuant to the CPRA.

If a Bidder believes there are portion(s) of the proposal which are exempt from disclosure, the Bidder must plainly mark it as "Confidential", "Proprietary", or "Trade Secret." SVCE may also request that the Bidder state the specific provision of the CPRA which provides the exemption, and the factual basis for claiming the exemption. Any proposal which contains language purporting to render all or significant portions of the proposal as "Confidential," "Trade Secret," or "Propriety," will be considered non-responsive and a public record in its entirety.

Although the CPRA recognizes that certain confidential trade secret information may be protected from disclosure, SVCE may not be in a position to establish that the information a Bidder submits is a trade secret. If a public records request is made for information marked "Confidential," "Proprietary," or "Trade Secret," SVCE will provide the Bidder(s) who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The Bidder shall be solely responsible for taking such legal steps; if the Bidder takes no such action after receiving notice of the public records request, SVCE will disclose all records it deems subject to disclosure, even if marked "Confidential," "Trade Secret," or "Proprietary."

## 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 High Level Scope of Work

### A. Overview

The Streamlining Community-Wide Electrification Program (abbrev. "Program") will analyze current permitting and inspection processes related to all-electric technology and appliances in Silicon Valley Clean Energy's ("SVCE") 13 member agencies. The Program will examine permitting processes related to electric and gas appliances and electric vehicle supply equipment (abbrev. "EVSE") at the residential and commercial level. The result of this program will inform SVCE of each member agency's all-electric permitting processes such as application process, time requirements, and permitting costs in comparison to natural-gas fueled appliances.

Additionally, this Program will also produce a Best Practices Guide (abbrev. "Guide") that will highlight jurisdictions with model streamlining permitting processes related to all-electric technology. This Guide will collect examples of existing jurisdictions who have achieved streamlined permitting methods. The Program will provide recommendations for future policy and market decision to streamline electrification initiatives. The Program will serve to inform:

- Current member agencies permitting processes related to all-electric technology and commercial EVSE
- Cost of all-electric technology permits compared to gas appliances
- Cost of EVSE permits
- Timeline of each member agency's permitting processes related to all-electric technology compared to gas appliances
- Timeline of permitting processes related to EVSE
- Current permit barriers related to all-electric appliances
- Existing gaps in institutional knowledge within the permitting process

## **Project Scope**

The Streamlining Community Electrification Program will leverage SVCE's capacity as a regional coordinator to conduct a thorough analysis of key barriers of electrification related to permitting and inspection within SVCE's territory. The Program will examine all-electric technology at the community level (i.e. single-family homes and mid-rise and high-rise multi-unit dwelling), and EVSE for commercial and non-commercial applications. The Program will have two deliverables, the first, a Baseline Assessment benchmarking member agencies current permitting processes related to all-electric technology and appliances with a comparison their gas appliance counterpart. This document will be used internally to evaluate current processes within SVCE's service territory. The second deliverable will consist of a Best Practices Guide. The Guide will collect model streamlined permitting processes from other jurisdictions that will reference relevant sections in California's Title 24 Code. The Guide will also produce a list of recommendations to overcome permit barriers to electrification that can be used as a transferable tool beyond SVCE's service territory. In addition, the Guide will also address relevant opportunities to streamlining permitting given the post-COVID context that may lie at the intersection of decarbonization and health & safety.

The Program will identify key opportunities and barriers related to permitting to each technology as follows:

### All-electric appliances

- Electric heat pump water heaters
- Solar+battery storage
- Electrical panel upgrade
- Solar only retrofit
- Existing solar
- Solar thermal (for domestic hot water and pool heating)
- Whole-home battery storage
- Storage-only retrofit
- Electric heating ventilation & air conditioning
- Induction cooktops

- Electric dryers (resistance and heat pump)
- And other technologies that arise through discussions with stakeholders and SVCE, as necessary

#### Natural-gas fueled appliances

- Space gas heating
- Natural gas water heating (for domestic hot water and pool heating)
- Natural gas stovetop
- Diesel generator sets

#### Electric vehicle charging infrastructure

- Level 1 and 2 charging at residences
- Level 1,2, and 3 charging in non-residential

### ***Task 1: Baseline Assessment***

#### ***Benchmark Permit Processes and Key Findings***

The objective of Task 1 is to evaluate each member agency's current permitting processes related to EVSE, all-electric technology and their gas appliance counterpart. The Baseline Assessment will include the associated method (online, over the counter, etc.) of acquiring the appropriate building permit, variation requirements, and full cost and time requirement for each technology listed above.

In addition, a set of key findings should be included in the Assessment that identifies the key permitting barriers and opportunities related to electrification specific to each member agency.

#### **Deliverable:**

- Provide a brief narrative description of each member agency's processes and methods of acquiring building permits.
- Support findings with highlights from interviews conducted with 3-5 relevant contractors and city buildings staff.
- Create a flowchart summarizing each member agency's existing permit processes related to EVSE, all-electric technology and their gas counterparts.
- Produce a summary of key findings on a member agency basis with 1-on-1 evaluations with a scoring rubric with tiered recommendations that will be used to evaluate further assistance for member agencies.

### ***Task 2: Best Practices Guide***

#### ***Create Best Practices Guide with Model Streamlining Permitting Examples***

The objective of Task 2 is to compile case studies of jurisdictions with model streamlining permitting processes related to all-electric technology. These examples should highlight the successes of the jurisdictions with information regarding their application process, processing time, fees, inspections, and communication methods. The Guide will serve as an educational tool to assist other agencies and jurisdictions with their electrification goals.

**Deliverable:**

- Create a Best Practices Guide to provide guidance on how to overcome barriers and challenges to electrification by highlighting key examples and case studies that provide tiered options and rankings based on priorities
- Provide recommendations on how jurisdictions can operate permitting and inspections remotely
- The Guide will range between 7-15 pages
- One public webinar open to all interested stakeholders

**Timeline**

The target time period for the work described in the RFP is **May through September 2020.**

**Budget**

Please provide separate costs for each primary task and identified services listed above. The total budget of the work is anticipated to be no more than **\$70,000 maximum.**

## Attachment A – Standard Contract

### AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND

**CLICK TO ENTER CONSULTANT'S NAME**

**FOR**

**CLICK TO ENTER SERVICES THAT WILL BE PROVIDED**

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: \_\_\_\_\_

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).