



REQUEST FOR PROPOSALS

FOR

**GRAPHIC DESIGN, FABRICATION, & DELIVERY
SERVICES FOR ARTWORK**

RFP Release Date: August 28, 2026

**RFP Submittal Deadline: Friday, September 18 at 3:00 PM
Pacific Time**

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2 Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE) is the community-owned electricity provider serving 13 Santa Clara County communities, including Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and unincorporated Santa Clara County. SVCE provides 280,000 residential and commercial electricity customers with clean electricity at competitive prices, from sources like solar, solar+storage, wind, hydropower and geothermal. Silicon Valley Clean Energy was formed as Joint Powers Agency in March 2016, and launched service in April 2017. 96% of electricity customers in the SVCE service area receive their electricity from SVCE. For more information, please visit: svcleanenergy.org.

As SVCE was formed to support our communities in reducing greenhouse gas emissions, we aim to provide our customers with resources that can help them understand their energy use and how it relates to their carbon footprint, discover ways to reduce their impacts, and find products and services to help them save energy and money. For more information about SVCE offers and services, please visit: ehub.svcleanenergy.org/incentives.

3 RFP Overview

With this request for proposals (RFP), SVCE seeks proposals from your organization (Proposer) for design, implementation and delivery of artwork as described in this RFP's scope of work.

4 RFP Tentative Timeline

This tentative schedule is provided for the convenience of Proposers, 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 Proposers. All times are Pacific Time Zone.

Date	Event
August 28, 2026	RFP issued
September 4, 2026 5 p.m.	Deadline for questions, clarifications (see below)
September 11, 2026 5 p.m.	Question responses posted online
September 18, 2026 3 p.m.	Deadline for Proposers to submit proposals
September 21- 23, 2026	Possible interviews of selected Proposers
Week of September 27, 2026	Anticipated date SVCE will notify successful Proposer(s)
October 2026	• Anticipated date contract finalized • Work commences

Notes:

- Questions: Proposers may submit questions concerning the RFP to solicitations@svcleanenergy.org. All questions and answers will be shared with all Proposers and will be posted in the same location as the RFP, at www.svcleanenergy.org/solicitations. Questions must be emailed and received by SVCE no later than September 4, 2026 at 5 p.m. 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. Prompt responses will be requested.
- Proposer Interviews: SVCE may choose to conduct in-person/phone interviews of selected Proposers during the week of September 21, 2026.

5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to solicitations@svcleanenergy.org with the subject "Proposal - <Organization> - GRAPHIC DESIGN, FABRICATION, & DELIVERY SERVICES FOR ARTWORK"

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 (4 pg. max)
 - Provide an overview of your organization. Include overall organizational structure, number of employees, legal structure and ownership (if applicable).
 - Describe resources and organizational structure with respect to the GRAPHIC DESIGN, FABRICATION, & DELIVERY SERVICES FOR ARTWORK.
 - 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 images, or website URLs, if applicable, so SVCE may see artwork solutions.
 - If multiple parties are working together to submit one proposal, provide example projects that were completed jointly.
4. Proposed solution and schedule (3 pg. max)
 - Describe and provide sample work and/or your portfolio showing your ability to create the requested art piece as outlined in the Scope of Work (See page 9). Graphic design, fabrication, and delivery services include, but are not limited to:
 - Subject matter expertise on design
 - Recommended fabrication material
 - Clear communication on delivery and maintenance process
 - Creation of budget
 - Ability to coordinate and communicate effectively with SVCE.
 - Describe your approach and work processes with clients, and typical turnaround time on projects.
 - Describe the level of customization available.
 - Suggest any innovations, additions, or modifications to the scope that SVCE prepared.
5. Proposed work plan and schedule (3 pg. max; table or chart for the schedule)
 - Present a well-conceived work plan. Include a full description of each task.
 - 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 as direct labor rates and estimated hours for named project resources if applicable, rush fees, 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.

7. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Section 8 of this RFP)

- List all exceptions or requested changes that Proposer has to SVCE's standard contract. Items not listed as exceptions or requested changes will not be open to later negotiation.

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 Proposer 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 Proposer
- 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 Proposer, 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 Proposers as a part of the selection process.

7 Supplier Diversity

All qualified organizations are encouraged to respond, including minority-owned and women-owned organizations.

SVCE is an equal opportunity employer. All responses will be evaluated under the same criteria. Pursuant to Proposition 209, a government entity such as SVCE is prohibited from granting preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment or public contracting.

RFP respondents that execute a contract with SVCE will be asked to complete a supplier diversity questionnaire. As a public agency and consistent with state law, SVCE will not use any provided information in any part of its selection process. Rather, SVCE will use the information to comply with the California Public Utilities Commission (CPUC) reporting requirements. Pursuant to General Order 156 (GO156), SVCE is required to submit a detailed and verifiable annual plan and report on the utilization of women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement. Consistent with the California Public Utilities Code and State policy objectives, SVCE will collect information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies.

SVCE encourages businesses that qualify for diverse business enterprise status to obtain certification through CPUC's [Supplier Diversity Clearinghouse](#). The certification is voluntary and cannot be used as a criterion for proposal evaluation. For information on the certification process and requirements, please visit SVCE's [Supplier Diversity page](#).

8 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 Proposer 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.

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 7920.000 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 Proposer believes there are portion(s) of the proposal which are exempt from disclosure, the Proposer must plainly mark it as "Confidential", "Proprietary", or "Trade Secret." SVCE may also request that the Proposer 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 Proposer submits is a trade secret. If a public records request is made for information marked "Confidential," "Proprietary," or "Trade Secret," SVCE will provide the Proposer(s) who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The Proposer shall be solely responsible for taking such legal steps; if the Proposer 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 Proposer to an SVCE Official or Employee evaluating or considering the proposals prior to the time a decision has been made. Communication between Proposer 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 Proposer 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 Proposer 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 Proposer should request an affidavit of insurability from the Proposer'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 Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of SVCE. Further, all Proposers must disclose the name of any SVCE employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches.

The Proposer 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 Proposer is not financially interested in, or otherwise affiliated in a business way with any other Proposer..

13 Addenda

It is the Proposer'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 Proposer 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 Proposer 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 Proposer, and Proposer 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; Proposer'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 Proposers. There is no obligation to buy. SVCE shall not be responsible for any costs incurred by Proposer in preparing or submitting this RFP. 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

Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE) is the community-owned electricity provider serving 13 Santa Clara County communities, including Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and unincorporated Santa Clara County. SVCE provides 280,000 residential and commercial customers with clean electricity at competitive prices, from sources like solar, solar + storage, wind, hydropower and geothermal. SVCE was formed as a Joint Powers Agency in March 2016 and launched service in April 2017. Ninety-six percent of electricity customers in the SVCE service area receive their electricity from SVCE. For more information, please visit: svcleanenergy.org.

SVCE was formed to support communities in reducing greenhouse gas emissions, and aims to provide customers with resources that can help them understand their energy use and how it relates to their carbon footprint, discover ways to reduce their impacts, and find products and services to help them save energy and money. For more information about SVCE offers and services, please visit: ehub.svcleanenergy.org/incentives.

Project Description

SVCE purchased a 28,000-square-foot, two-story commercial building at 298 S. Sunnyvale Ave., Sunnyvale, CA 94086, to serve as its new headquarters. Located in Downtown Sunnyvale, the building was substantially rehabilitated in 2020. The two-story building will include work areas for SVCE employees, collaborative meeting rooms, a publicly accessible boardroom, and other amenities for staff and, possibly, members of the community.

SVCE seeks to commission a team (“team”) to design, fabricate, and deliver an original work of art for the new SVCE headquarters. Proposals should include each task, but services may be performed by different parties. The team will create a large statement piece that emulates the spirit of SVCE, SVCE member agencies, and the greater Silicon Valley region. SVCE is looking for a piece that tells the story of our region, celebrates its history, and the communities SVCE is working to protect by reducing local pollution from its clean power sources and customer programs. Elements of the artwork can include, but are not limited to:

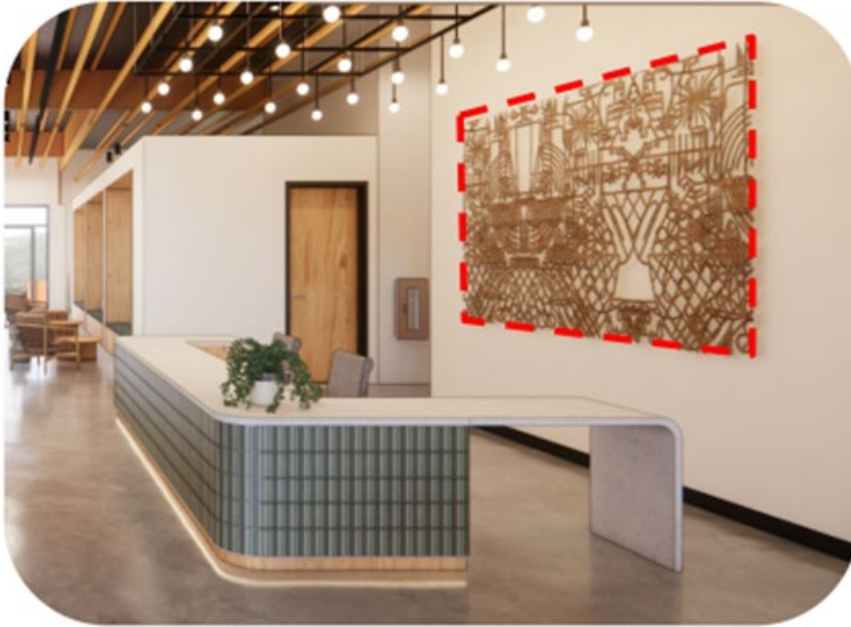
- Community environmental features and local landmarks:
 - Campbell or Sunnyvale water towers
 - Santa Cruz mountain range
 - El Toro Mountain in Morgan Hill
 - Oak trees
 - Heritage fruit orchards/blossoms
 - Human components and native history
 - Blimp hangars in Mountain View
- Energy sources:
 - solar
 - solar + storage
 - wind
 - hydropower
 - geothermal
- Silicon Valley history and advancements (semiconductor, microchips, tech, innovation):
- Supporting SVCE technologies:
 - electric vehicles
 - heat pump water heaters
 - heat pump heating, ventilation, and air conditioning
 - induction cooking
- SVCE values:
 - Innovation
 - Community
 - Sustainability

The artwork will be placed in the entry lobby behind the check-in desk and should be sized to frame the desk appropriately (early estimates assume 6 feet tall by 9 feet wide), have defined edges, and include an illumination feature which will be supported by existing electrical work. SVCE is open to different design elements as recommended by the team. The team should provide each key member’s costs and expenses, including all labor, supplies, materials, equipment, and shipping incurred in the completion of the artwork.

Installation will be conducted separately by SVCE’s chosen general contractor. The team will communicate in advance the equipment needed for installation, the recommended number of contractors involved to complete the installation, electrical and equipment needs, and any additional information.

Below is an example of the proposed artwork and location:

Rectilinear/defined edge



Task 1: Design

The team will be responsible for leading the conceptual design with SVCE staff. The team may hold a kickoff meeting with SVCE staff to review the project's goals and vision. SVCE can share inspirations and examples of the above elements to ensure the vision is clear.

Task 2: Fabricate

The team will fabricate the finalized design on the selected material in a timely fashion. Any material, time, and labor considerations will be communicated to SVCE prior to fabricating. The artwork should be made of natural materials, like wood, and include a lighting feature. All materials should be sturdy, long-lasting, and easy to clean for 5 years after project completion. Locally sourced wood is strongly encouraged. All designs, sizing, and materials are to be finalized and approved by SVCE before fabrication.

Task 3: Delivery

Delivery of artwork and materials necessary for installation will be coordinated with SVCE on a mutually agreed-upon date to SVCE's headquarters at 298 S Sunnyvale Ave., Sunnyvale, CA 94086. The team will provide any necessary delivery details in advance, including the delivery vehicle and staging required for installation. The team will be responsible for all direct shipping costs, including packing materials, insurance, and use of any shipping vendor.

SILICON VALLEY CLEAN ENERGY ART AGREEMENT

This Agreement is made and entered into as of this ___ day of [Month], [Year], by and between Silicon Valley Clean Energy Authority, an independent public agency (“SVCE”) and _____ (the “Artist”) (sometimes collectively referred to herein as the “Parties”, and individually as a “Party”).

RECITALS

- A. On [Date], SVCE issued a Request for Proposals (RFP) for artists to create a [Art Description] within SVCE.
- B. SVCE has selected the Artist to create [Art Description] at [Location] (“Site”) in SVCE.
- C. SVCE will maintain, repair, landscape, and/or decommission the [Art Description] as appropriate and provided herein.
- D. The Artist represents that he/she has the appropriate background, training, and experience to create the [Art Description] for SVCE.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

- A. Subject to the terms and conditions set forth in this Agreement and with the more detailed Scope of Work set forth in Exhibit A and hereby incorporated, the Artist shall execute the Artwork in accordance with Image 1 in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Artwork”). SVCE shall have the right to request, in writing, changes in the Scope of Work as provided in Exhibit A. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
- B. The Artist hereby certifies the Artwork as unique and has not been, or shall not be, duplicated for any other site.
- C. The Artist shall guarantee the structural integrity of the Artwork for 5 years following the completion of the Artwork, and the Artist shall repair any damage to the Artwork in that time period and during the installation period at the expense of Artist.
- D. The Artist shall perform all services required under this Agreement to the highest professional standards and in a manner reasonably satisfactory to SVCE. The Artist shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, including but not limited to maintaining any necessary licenses.
- E. The Artist agrees to complete the Artwork no later than [Date], unless extended in writing by SVCE [Staff] or designee.

II. AMOUNT AND MANNER OF PAYMENT

- A. In consideration of the Artist's execution of the Artwork, SVCE shall pay the Artist a fixed sum of \$_____ (the "Artist Fee"). SVCE shall pay \$_____ (50% of the Artist Fee) to the Artist upon execution of this Agreement, and shall pay the remaining \$_____ (50% of the Artist Fee) to the Artist upon satisfactory completion of the Artwork.
- B. After completing the Artwork and receiving final approval from SVCE's [Staff], the Artist shall submit an invoice to SVCE for the final payment. SVCE shall pay all undisputed amounts within forty-five days of receipt of invoice.
- C. The Artist shall be responsible for (i) all subcontractor and consultant costs, including engineers, electricians, materials, fabricators, studio, and overhead costs; (ii) all costs related to fabrication, transportation, delivery, storage, security, and installation of all components of the Artwork; (iii) all costs related to preparation and clean-up of the site, which is presented "as is" to the Artist; (iv) all costs related to General and Automobile Liability, Professional Liability insurance, and automotive insurance as required; (v) all travel costs, including room and board; and (vi) any other costs associated with the completion of the Artwork, including all costs required for permits and licenses.
- D. All invoices shall be directed to the attention of SVCE.

III. MAINTENANCE AND WARRANTY OF ARTWORK

- A. Except for as provided elsewhere in this Agreement, including Paragraph C of Section I, SVCE shall maintain and repair the Artwork as reasonably necessary until such time SVCE decommissions the Artwork.
- B. Artist hereby warrants that the Artwork will be free of defects in workmanship (due to faulty design or fabrication), materials and finish, including inherent vice, and that the Artist will, at the Artist's own expense, remedy, repair or replace any such defects in workmanship, materials and finish, including inherent vice, and if necessary, replace the Artwork, which appear within a period of sixty (60) days following the date the Artwork is completed.

IV. RISK OF LOSS

- A. Artist bears the sole risk of damage to or loss of all Artwork to be produced by Artist pursuant to this Agreement until such Artwork is delivered to SVCE and SVCE accepts such Artwork as satisfactorily completed pursuant to Exhibit A.

V. SVCE'S RIGHT AND TITLE TO, AND INTEREST IN, THE ARTWORK

- A. The Artist shall not retain ownership of or any right, title or interest in the Artwork. The Parties agree that the Artwork and all such rights, title and interest in or to the Artwork are being sold to SVCE for whatever use SVCE desires, and that SVCE does and shall at all times own, solely and exclusively, complete and unencumbered, all rights, title and interest in and to all of the Artwork worldwide, any modifications thereto and any derivative works based thereon. Nothing contained herein shall be deemed to constitute a mere license or franchise for SVCE. The Parties further agree that SVCE, and its successors and assigns, will be free to use, modify, distribute, donate, sell, license or otherwise exploit the Artwork and any modifications to or derivative works based thereon without any restrictions or limitations or any obligations or payments to the Artist.

- B. SVCE hereby authorizes the Artist to make, and to authorize the making of, limited photograph and video reproductions of the Artwork for educational and self-promotional purposes. For purposes of this Agreement, the following are deemed to be photograph and video reproductions for educational and self-promotional purposes: slides, film strips, and video episodes not intended for a mass audience and used solely for educational programs that are hosted by the Artist in print media, on Artist's website and social media sites, and on Artist's computers and on any other electronic media, as long as such reproduction is provided to others at no cost. Under no circumstances shall the Artist use or make any photograph or video reproductions of the Artwork for commercial purposes and any photograph or video reproductions used or made by the Artist shall not compete with any SVCE endeavor to sell or promote reproductions of the Artwork. SVCE has sole discretion to determine whether a photograph or video reproduction is utilized for educational and self-promotional purposes or whether the reproduction competes with SVCE's endeavors to sell or promote its reproductions in SVCE. If SVCE determines that the photograph or video reproduction does not meet the terms of this section, SVCE shall provide written notice to the Artist, as appropriate, and, upon receipt of such notice, the noticed Party shall immediately cease and desist the use of the reproduction.
- C. Artist hereby transfers to SVCE all rights of reproduction, as that term is defined in California Civil Code Section 982, in the Artwork, including, but not limited to, the right to reproduce the Artwork in any manner whatsoever for commercial and non-commercial purposes. Hereinafter, the Artist shall not acquire nor claim any rights in or to the Artwork, any uses, reproductions or derivatives thereof or any proceeds therefrom.
- D. The Artist hereby waives, releases, and disclaims any rights, demands, or claims as may arise at any time and under any circumstances against SVCE, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors, and assigns arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 *et seq.*), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, California Civil Code § 987 *et seq.*, or any other type of moral right protecting the integrity of works of art. The Artist acknowledges and agrees that SVCE, in its sole and exclusive discretion, may, among other acts, temporarily or permanently modify, alter, change or destroy the Artwork. Artists expressly waives any and all rights under California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- E. The Artist shall defend any action or proceeding brought against SVCE based on any claim that the Artwork, or any portion thereof, or the use of the Artwork, or any part thereof, constitutes infringement on any United States patent, copyright or trademark, now or hereafter issued. SVCE shall give prompt written notice to the Artist of any such claim or proceeding and will reasonably provide authority, information and assistance in the defense of the same. The Artist shall indemnify and hold harmless SVCE from and against all liabilities in any such action or proceeding. The Artist shall

keep SVCE informed of all new developments in the defense of such actions or proceedings.

VI. ORIGINALITY OF ARTWORK

- A. Artist represents and warrants that (i) the Artwork is and will be original; (ii) at the time of transfer hereunder, Artist is the sole owner of the Artwork and of all rights therein; (iii) Artist is and will be the sole creator of the Artwork; (iv) Artist has and will have full and sufficient right to assign all rights granted herein and to waive all rights relinquished herein; (v) Artist is not under any obligation to transfer or sell the Artwork to any third party; (vi) the Artwork has not been and will not be published under circumstances which have or will cause a loss of any copyright, trademark or other proprietary rights therein; and (vii) the Artwork does not and will not infringe any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party, nor has any claim (whether or not embodied in a legal action, past or present) of such infringement been threatened or asserted, nor is such a claim pending, against Artist (or, insofar as Artist is aware, against any entity from which Artist has obtained any rights).

VII. INDEMNIFICATION

- A. To the full extent permitted by law, Artist shall indemnify, hold harmless and defend SVCE, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged acts or omissions of Artist or their volunteers or any other person or entity involved by, for, with or on behalf of Artist in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of SVCE's choice. The Parties understand and agree that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.
- B. Artist, on behalf of their heirs, executors, administrators and assigns, hereby releases, discharges and agrees not to sue SVCE, its agents, officers, servants and employees, for any injury, death or damage to or loss of personal property arising out of, or in connection with Artist's performance of services pursuant to this Agreement, from whatever cause, with the exception of the active negligence or willful misconduct of SVCE.
- C. Artist's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. Artist expressly waives its statutory immunity under such statutes or laws as to SVCE, its officers, agents, employees and volunteers.
- D. SVCE does not, and shall not waive any rights that it may possess against Artist because of the acceptance by SVCE, or the deposit with SVCE, of any insurance policy or certificate. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Artist agrees that Artist's covenant under this Section shall survive the termination of this Agreement.

- E. Artist agrees to pay all required taxes on amounts paid to Artist under this Agreement, and to indemnify and hold SVCE harmless from any and all taxes, assessments, penalties, and interest asserted against SVCE by reason of the independent contractor relationship created by this Agreement. Artist shall fully comply with the workers' compensation laws applicable to Artist and/or Artist's volunteers. Artist further agrees to indemnify and hold SVCE harmless from any failure of Artist to comply with applicable workers' compensation laws. SVCE shall have the right to offset against the amount of any fees due to Artist under this Agreement any amount due to SVCE from Artist as a result of Artist's failure to promptly pay to SVCE any reimbursement or indemnification arising under this Section.

VIII. INSURANCE

- A. The Artist shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from wrongful or negligent acts by the insured Party.
 - 2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by the Artist in performing the work required by this Agreement.
 - 3. Workers' compensation insurance as required by the State of California.
- B. The Artist shall require each of their sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. SVCE's [Staff] may, in writing, amend and/or waive the insurance provisions set forth in paragraph A. of this section. In such case, the Artist shall comply with the insurance provisions required by SVCE's [Staff].
- D. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide.
- E. The Artist agrees that if the Artist does not keep the aforesaid insurance in full force and effect, SVCE may immediately terminate this Agreement.
- F. At all times during the term of this Agreement, the Artist shall maintain on file with SVCE a certificate or certificates of insurance on the form approved by SVCE's [Staff], showing that the aforesaid policies are in effect in the required amounts. The Artist shall, prior to commencement of work under this Agreement, file with SVCE such certificate or certificates. The general liability insurance and vehicle insurance shall contain an endorsement naming SVCE as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to SVCE, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- G. The insurance provided by the Artist shall be primary to any coverage available to SVCE. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

- H. Any deductibles or self-insured retentions must be declared to and approved by SVCE. At the option of SVCE, the Artist shall either reduce or eliminate the deductibles or self-insured retentions with respect to SVCE, or the Artist shall procure bonds guaranteeing payment of losses and expenses.

IX. INDEPENDENT CONTRACTOR

The Parties agree, understand, and acknowledge that the Artist is not an employee of SVCE, but is solely an independent contractor. The Artist expressly acknowledges and agrees that SVCE has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by the Artist shall not be in any way an employee of SVCE. As such, the Artist shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for their own workers compensation and unemployment insurance and that of their employees or subcontractors. Neither SVCE nor any of its agents shall have control over the conduct of the Artist or any of the Artist's employees. The Artist shall not, at any time, or in any manner, represent that they or any of their agents or employees are in any manner agents or employees of SVCE. The Artist shall indemnify and hold harmless SVCE and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of SVCE officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from the Artist's personnel practices.

X. TERMINATION OF CONTRACT

- A. SVCE retains the right and privilege of canceling, suspending, or abandoning the execution of any work in connection with this Agreement.
- B. SVCE shall have the right to terminate this Agreement for any reason, or for no reason, upon seven calendar days' written notice to the Artist. The Artist agrees to cease all work under this Agreement on or before the effective date of such notice.
- C. In the event of termination or cancellation of this Agreement by SVCE, the Artist shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall the Artist be entitled to receive more than the amount that would be paid to the Artist for the full performance of the services required by this Agreement. The Artist shall have no claim against SVCE by reason of such termination, including any claim for compensation.

XI. FAILURE TO OBJECT NOT A WAIVER

No waiver of full performance by any Party shall be construed or operate as a waiver of any subsequent default or any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XII. LIMITATION ON ASSIGNMENT

- A. The personal skill, judgment, and creativity of the Artist are an essential element of this Agreement. Therefore, although the Parties recognize that the Artist may employ qualified personnel or volunteers to work under the Artist's supervision, the Artist shall

not assign, transfer or subcontract the creative and artistic portions of the Artwork to another party without the prior written consent of SVCE.

- B. Any such purported assignment without SVCE's prior written consent shall be null and void, and the Artist shall hold harmless, defend, and indemnify SVCE and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

XIII. APPROVAL

Whenever approval, consent, information, or data is herein required of any or all Parties, the same shall not be unreasonably or arbitrarily delayed or withheld.

XIV. NOTICES

Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to SVCE:

ATTN:

If to the Artist:

XV. AMENDMENTS

No modification or amendment of the terms hereof shall be effective unless written and signed by authorized representatives of the Parties. The Parties expressly reserve the right to modify this Agreement from time to time by mutual written agreement.

XVI. LAW AND VENUE

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Santa Clara County Superior Court.

XVII. ATTORNEYS' FEES

If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the Party may be entitled.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard thereto.

XIX. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the first date above written.

SVCE

ARTIST

[NAME]