REQUEST FOR PROPOSALS

FOR

ETRM, PORTFOLIO ANALYTICS MODELING, RESOURCE PLANNING MODELING AND FUNDAMENTALS CONSULTING

RFP Release Date: Sept 02, 2026

RFP Submittal Deadline: Sept 30, 2026 at 5:00 PM Pacific Time

1 Contents

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 information about the experience and qualifications of your organization (Proposer) for implementation and ongoing support 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.

Step	Start Date	End Date	Notes
RFP issued	9/2/2026	9/2/2026	Tentative issue date. If issuance is delayed, subsequent dates should be shifted using the same business-day logic.
Asynchronous Q&A period	9/2/2026	9/8/2026	Bidders may submit questions asynchronously. SVCE may respond in writing.
Survey and written proposal response period	9/9/2026	9/30/2026	Bidders submit **both** the **completed survey** and the **long-form proposa**l by the response deadline.
Proposal clarification period	9/30/2026	10/14/2026	SVCE may request clarifications, supplemental information, revised pricing detail, or additional technical information.
Shortlist and demo invitations	10/14/2026	10/21/2026	SVCE identifies shortlisted Bidders and schedules interviews, demonstrations, proof-of-concept sessions, or work-product reviews.
Interview and demonstration window	10/21/2026	10/28/2026	Shortlisted Bidders participate in interviews or demonstrations. Sessions are expected to last approximately 1 to 2 hours depending on response scope.
Internal selection	10/28/2026	11/18/2026	SVCE evaluates proposals, survey responses, demonstrations, references, pricing, implementation risk, and overall fit.
Contracting	11/18/2026	12/16/2026	Target period for contract negotiation, scope finalization, pricing confirmation, and related diligence.
Board approval	12/16/2026	1/13/2027	Target period for any required internal approvals and Board approval before final award.

Notes:

- Questions: Proposers may submit questions concerning the RFP 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 https://www.svcleanenergy.org/solicitations/. Questions must be emailed and received by SVCE no later than September 8, 2026. 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 between September 19, 2026 and October 14, 2026. Prompt responses will be requested.
- Proposer Interviews: SVCE may choose to conduct in-person/phone interviews of the top Proposers from October 21 to October 28, 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> - ETRM, PORTFOLIO ANALYTICS MODELING, RESOURCE PLANNING MODELING AND FUNDAMENTALS CONSULTING".

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, if available, current audited Financial Statements, credit rating reports from S&P Global Ratings and/or Fitch and/or Moody's. Provide a current client list.
    - Describe resources and organizational structure with respect to the ETRM, PORTFOLIO ANALYTICS MODELING, RESOURCE PLANNING MODELING AND FUNDAMENTALS CONSULTING. Provide a brief bio for key staff that will work on this project and highlight their credentials. Attach full resumes of key staff.
    - Provide a description of primary business model(s).
    - 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 Proposers (and Sub-Proposers, if applicable) that are included in the proposal.
4. Proposed solution and schedule (40 pg. Max/scope)
5. Cost proposal (2 pg. max)
    - Provide a complete cost breakdown by **RFP Section, subscope, and deliverable**.
    - Itemize all one-time and recurring fees, including setup, implementation, licensing, subscriptions, training, support, and third-party costs.
    - For consulting services, identify named project resources, labor rates, estimated hours, and any subcontractor rates.
    - Identify other direct or reimbursable expenses and any applicable markups.
    - Describe any revenue-sharing, cost-reduction, or volume-discount arrangements.
    - State any pricing adjustments available if another Community Choice Aggregator implements a similar solution.
    - Separately identify costs for customer engagement and all optional SVCE system or data integrations, including SVCE's internal Google Cloud Platform Repository for Analytics, Data and Reporting (RADaR) integration.

6. Proposers **MUST** also complete and submit the survey provided by SVCE by the proposal deadline. SVCE will use the survey responses, together with the written proposals, to compare qualifications and capabilities consistently and identify Proposers for the shortlist and subsequent demonstrations or interviews.

- Scope 3: ENERGY TRADING AND RISK MANAGMENT (ETRM)
- Scope 4: ANALYTICS
- Scope 5: RESOUCE PLANNING AND MODELING
- Scope 6: CRR AUCTION BIDDING CONSULTING
- Scope 7: MARKET FORWARD CURVES AND FUNDAMENTAL PRICE FORECASTS

7. For any software solutions, proposers should include its product roadmap. The roadmap should include clear features and improvement targeted for release within the next three years.

8. 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 excepted will **not** be open to later negotiation.

9. Inclusion of non-participating agencies (see Section 8 of this RFP)

- Indicate Proposer'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 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, especially with regard to implementation go-live date 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 bid 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 and B.

9 Inclusion of Non-Participating Agencies

SVCE is asking all responding Proposers 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.

10 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."

11 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 bid 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.

12 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.

13 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 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 bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same land or improvements.

14 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.

15 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

16 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, demonstrated ability to deliver, 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.

17 High Level Scope of Work

Scope 1: RFP OVERVIEW

With this request for proposals (RFP), SVCE seeks information about the experience and qualifications of responding organizations (Bidders) regarding system implementation, technical consulting, and ongoing support as described in this RFP's scope of work. Bidders should provide one proposal in response to this RFP and indicate the Scope(s) or Subscope(s) to which they are responding and, for each Scope, whether they are responding to the Software (SaaS) subscope, the Consulting Services subscope, or both. SVCE will not cover any costs associated with a Bidder's response to this RFP. Bidders are encouraged to respond to all Scopes and subscopes for which they are qualified. Responses will be graded on their effectiveness rather than the number of Scopes and subscopes addresses.

SVCE reserves the right to award work for different Scopes to different Bidders, to award the SaaS and Consulting Services subscopes of a single Scope to different Bidders, to not award work for one or more Scopes or subscopes, or to award work to no Bidders.

This RFP:

- Describes the scope of services sought by SVCE
- Outlines key dates and the proposed timeline
- Provides an opportunity for Bidders to describe their relevant qualifications and assets, and to explain how they could contribute
- Provides an opportunity for Bidders to identify any additional areas not identified in the RFP that would add substantial value to SVCE's Energy Trading and Risk Management (ETRM), Analytics, Integrated Resource Planning, and Congestion Revenue Rights scope of work

The scope of work is organized into five Scopes found in the sections listed below. Bidders may bid on any subset of these Scopes and should clearly indicate which Scope(s) their proposal addresses:

- Scope 3. Energy Trading and Risk Management (ETRM)
- Scope 4. Analytics
- Scope 5. Resource Planning and Modeling
- Scope 6. CRR Auction Bidding Consulting Services

- Scope 7. Market Forward Curves and Fundamental Price Forecasts

Software (SaaS) and Consulting Services Subscopes: Scopes 3-5 and 7 contain a Software (SaaS) subscope and a Consulting Services subscope. Scope 6 is a consulting-only scope for CRR auction bidding and related advisory services. Bidders may respond to the SaaS subscope only, the Consulting Services subscope only, or both, for any applicable Scope, in any combination across Scopes. A Bidder proposing Consulting Services only is not required to propose software and may propose services to be delivered against a platform awarded to another Bidder under this RFP. SVCE will evaluate SaaS and Consulting Services responses on their own merits within each Scope.

SVCE's internal Google Cloud Platform Repository for Analytics, Data and Reporting (RADaR) Integration Cost & Timeline: SVCE maintains an external data system known as RADaR, a Google Cloud Platform (GCP/BigQuery) data repository that serves as the organization's central store for analytics and reporting. Every software system proposed under this RFP will need to connect to it. <u>For each Scope to which a Bidder responds with a Software (SaaS) offering, the Bidder's cost proposal must therefore enumerate, as separate line items, the cost and the timeline required to establish connectivity with RADaR via REST API or another secure automated cloud data transfer protocol (for example, service-account-authenticated Google Cloud Storage transfer, or managed SFTP over TLS).</u> This disclosure should identify the proposed transfer method, the authentication approach, the sync frequency achievable, the one-time integration cost, any ongoing integration cost, and the elapsed time from contract execution to production data flow. Proposals that do not itemize RADaR integration cost and timeline will be considered incomplete. See Appendix D for the required data export fields.

Scope 2: BACKGROUND

Silicon Valley Clean Energy (SVCE) is a Community Choice Aggregator (CCA) providing electricity to retail customers across 13 communities in Santa Clara County, serving approximately 275,000 customer accounts.

SVCE's business activities include bilateral purchases and sales of electricity under short-, medium-, and long-term contracts; scheduling of load and generation into California Independent System Operator (CAISO) markets; retail marketing of electricity to consumers within its service territory; compliance with voluntary objectives and regulatory requirements related to carbon-free energy and the Renewable Portfolio Standard (RPS); participation in the CAISO Congestion Revenue Rights (CRR) market; managing the balance of load and generation over short, medium, and long-term horizons; long-term integrated resource planning; and compliance with California Public Utilities Commission (CPUC) Resource Adequacy (RA) requirements.

SVCE's current technology ecosystem consists of three primary systems. Its Energy Trading and Risk Management (ETRM) serves as its risk controlled deal capture and settlement system supporting the ETRM scope (Scope 3). Its Portfolio Analytics Model is a portfolio simulation and risk management system supporting the Analytics and Resource Planning scopes (Scopes 4-5). RADaR (Repository for Analytics, Data, and Reporting) is SVCE's cloud data warehouse built on Google Cloud Platform (GCP), BigQuery and PowerBI implemented. RADaR is not part of this RFP's scope, but it is referenced throughout as an integration point, and every software offering proposed under this RFP will connect to it (see Scope 1, RADaR Integration Cost & Timeline).

The ETRM system serves as the source of truth for all contract and deal data, including energy hedge, purchase power agreement, environmental attribute, congestion revenue rights positions. Data flows via REST API on an hourly sync cycle from the ETRM system to RADaR, which serves as the centralized reporting and analytics layer. RADaR in turn feeds the analytics platform for portfolio risk analytics and integrated resource planning. Reporting is shifting to PowerBI dashboards sourced from RADaR, so native reporting within either system is not a *primary* requirement but is still sought by SVCE.

SVCE's portfolio currently includes fewer than 50 power purchase agreements (PPAs) and thousands of other trades. The ETRM system will support up to 60 users across front office, middle office, and back office roles; the analytics platform will support an unlimited number of SVCE users.

The systems described in this RFP should be right-sized for SVCE's current operational scale but configurable to adapt to future growth. Bidders should demonstrate expertise in CCA operations and California wholesale power markets, including familiarity with CAISO market structures, CPUC compliance requirements, and the specific needs of load-serving entities in the state. SVCE expects its business processes, controls, products, workflows, and data requirements to evolve throughout the contract term. Proposed solutions and services must be capable of timely reconfiguration or development to fully accommodate those changes without disrupting operations.

Scope 3: ENERGY TRADING AND RISK MANAGEMENT (ETRM)

SVCE is seeking proposals from qualified vendors and consultants ("Bidder") to provide energy trading and risk management (ETRM) software (SaaS) and/or consulting services for Silicon Valley Clean Energy (SVCE) for between a 1 to 5 year term. Bidders may respond to the Software (SaaS) subscope (Items 1-9), the Consulting Services subscope (Item 10), or both. The proposing Bidders should have relevant expertise in CCA operations and California power markets, and an approach that demonstrates their ability to provide the required services. Within the Software (SaaS) items below, requirements marked with an asterisk (*) are desired rather than required. Throughout the contract term, the Bidder shall work with SVCE to accommodate evolving business processes through configuration and, when configuration is insufficient, development, testing, documentation, and controlled deployment.

1. ETRM Software (SaaS)
    a. **Product Coverage:** The system will support more than 40 product types covering all standard CCA California transactions (see Appendix E), including energy, PPAs of varying structure, resource adequacy, RECs, carbon instruments, Congestion Revenue Rights (CRR), and other wholesale products.
    b. **Out-of-Box CCA Configuration:** Standard California CCA deal types should be supported out of the box, without custom development or vendor intervention for routine setup.
    c. **New Product Types:** The system will natively support the newer product types entering SVCE's portfolio, including BESS (battery energy storage systems), Slice-of-Day RA, 24/7 CFE (carbon-free energy), long-duration storage, carbon allowances and offsets, capacity contracts, and shaped products. Selected vendor must demonstrate its ability to keep up with an ever evolving California power market.

d. **Deal Workflow:** The system will provide a full front, middle, and back office deal workflow with role-based access control (RBAC), deal status tracking, configurable approval processes, and configurable email alerts for deal status changes, edits, approvals, threshold breaches, and other defined events.
e. **Granular Data Support:** Generation, load, and settlement data will be supported as 8760 hourly profiles and at sub-hourly intervals (5, 10, 15, and 30 minutes).
f. **Self-Service Configuration:** System setup should be table-driven and user-configurable. Users will be able to add or modify products, attributes, fields, deal templates, workflows, thresholds, settlement bill determinants, and other business rules without vendor intervention, custom development, or additional cost where feasible. The solution shall support future CAISO market changes and SVCE business-process changes through configuration and, when configuration is insufficient, through documented development and release processes.
g. **Trade Templates:** Users will be able to create and manage trade templates for efficient entry of recurring deal types.
h. **Deal Contingencies:** The system will capture deal contingencies, basis differentials, exchange deals, multiple deal components, and broker fees.
i. **Portfolio Reconstruction:** The system will be able to recreate portfolio status, with the relevant deal statuses, as of any historical date.
j. **Risk Display:** The risk metrics (MTM, GM@R, PFE) produced under Scope 4 should be viewable within the ETRM interface. *

2. Contract & PPA Management
    a. **Contract Lifecycle:** The system will manage the full contract lifecycle from negotiation through retirement, supporting contracts that range from a few months to several decades in duration.
    b. **Document Attachments:** Contracts will support multiple document attachments on the same transaction entry item.
    c. **Profile Attachments:** Users will be able to attach multiple 8760 generation profiles directly to contracts.
    d. **Contract Organization:** The system will support parent-child relationships between contracts, a unique Contract ID field, and searchable contract attributes such as 8760s.
    e. **PPA Performance Metrics:** The system will track all PPA performance metrics, including guaranteed energy production (GEP), curtailment, degradation curves, BESS-specific metrics (state of charge, round-trip efficiency, cycle counts), and expected versus actual energy production.
    f. **Milestone Tracking:** Contract milestones will be tracked both individually and at the portfolio level, with automated alerts for upcoming milestones.
    g. **Counterparty Relationship Management:** The system will track counterparty company and contact information and master agreement terms, and will enable transactions with alternative suppliers.
    h. **Storage Contract Support:** Standalone and generation-paired BESS contracts, tolling agreements, and capacity contracts will be supported natively.

   i. **Novel Deal Types:** The system should be able to accommodate new and creative deal types through in software configuration without vendor intervention.
   j. **Document Management Integration:** Integration with external document management systems is desired.*

3. Settlements
   a. **CAISO Shadow Settlements:** The system will automatically retrieve and store CAISO invoices, statements, and bill determinants from the MRI-S system in XML and PDF formats, and will calculate shadow settlements for the Day-Ahead Market, including DAME, the Real-Time Market, and EDAM. The solution shall accommodate future CAISO market implementation changes affecting products, settlement bill determinants, market simulation, and settlement calculations. MRI-S files should be archived in their source format for ad-hoc reprocessing, and CAISO data should be stored in a queryable database structure. Vendors MUST demonstrate proactive CAISO market rule tracking and preemptively use CAISO's 6-month 'market simulation' testing window to deliver product readiness upon market rule go live.
   b. **PPA Settlements:** PPA settlements will be calculated at 5-60 minute intervals based on the settlement data, with automated ingestion of meter data from CAISO sources. The upload process for non-CAISO meter data from suppliers currently requires excessive manual formatting by SVCE staff, and the new system will need to streamline it. Contracted versus delivered quantities will be tracked at the lowest available granularity.
   c. **Trade Settlements:** The system will settle ISTs, standard bilateral trades, index-based transactions, and will produce structured data exports compatible with the bill.com accounting system and internal billing workflows. Intra-month shadow settlement capability should also be supported.
   d. **Counterparty Settlements:** Reconciliation will be automated, with an exception-based workflow that surfaces out-of-balance transactions based on configurable tolerances. The system will support netting agreements across multiple products and delivery periods, multi-product settlement statements, invoice matching against consumption records at summary or line-item detail, and prior-period adjustment handling with controlled re-processing.
   e. **Load Reconciliation:** The system will capture actual customer usage load data at 5-minute intervals, apply the appropriate loss factors, convert monthly consumption to hourly via load profiles, and compare metered consumption with scheduled volumes for imbalance market reconciliation.
   f. **Accounting System Integration:** The system should interface with bill.com or an equivalent AP/AR system for automated payment processing. *

4. Counterparty Credit Monitoring
   a. **MTM Exposure:** Mark-to-market exposure will be tracked in real time by counterparty and aggregated across all transaction types.
   b. **Credit Ratings Integration:** The system will integrate with Moody's and S&P Global Ratings and, preferably, support Fitch Ratings for future expansion,

together with applicable market data sources for current credit assessments. The solution shall retain valid ratings when another agency rating is unavailable and support configurable rating mappings and agency additions.

c. **Credit Limits:** Credit limits and exposure thresholds will be configurable by counterparty and shall support: (1) contractual internal rating thresholds governing SVCE limits on a counterparty; (2) contractual external rating thresholds governing the counterparty limits on SVCE; and (3) internal, non-contractual SVCE policy or guideline limits on a counterparty. The solution shall determine the applicable contractual, guideline, and overall thresholds using the most restrictive applicable value, without treating missing or nonapplicable values as zero.
d. **Counterparty Hierarchy and Legal-Entity Resolution:** The solution shall support child counterparties with one or multiple parents, apply the worst available credit rating and most restrictive applicable threshold across the hierarchy, retain valid agency ratings when another rating is missing, and apply configurable Not Rated thresholds when no ratings exist. For legal-name changes, the solution shall consolidate trades under the designated successor legal entity and use that entity's ratings, while retaining the child counterparty's collateral where applicable.
e. **Threshold and Credit-Limit Determination:** The solution shall calculate contractual, guideline, and overall thresholds using the minimum applicable value across agency ratings, fixed thresholds, parent guarantees enabled for credit calculations, and configured guideline thresholds. Unlimited-threshold counterparties shall bypass contractual threshold limits, use the applicable guideline or Not Rated threshold for credit calculations, and be clearly identified as unlimited. Missing or nonapplicable values shall not incorrectly reduce a limit to zero.
f. **Credit Spread:** The solution should optionally support a manually maintained floating-point credit-spread value in a configurable table to supplement agency ratings in credit assessment and reporting. *
g. **Exposure Classification and Calculation:** The solution shall calculate total exposure from collateral, accounts receivable and payable, and position mark-to-market, including only finalized trades and excluding completed payments. It shall classify trade profiles relative to the valuation date, include uninvoiced and unpaid invoiced profiles, apply the required counterparty-perspective sign convention for receivables and payables, and distinguish current exposure from forward exposure without double counting.
h. **Time-Effective Valuation, and Controls:** The solution shall support separate active mark-to-market and simulation scenarios by valuation curve and trade type; use the active scenario's valuation date; and generate configurable escalation statuses based on mark-to-market utilization bands, and guideline limits. Where setup dates are informational rather than operative, the solution shall use the active indicator and clearly distinguish required data-entry fields from fields that drive calculations.

i. **Automated Alerts:** Designated staff will be notified automatically by configurable email alerts of threshold breaches, rating changes, credit events, escalation-status changes, and other defined conditions.
j. **Margin Management:** The system will track and maintain daily and monthly settlement margin requirements with brokers and exchanges.
k. **FERC Compliance:** The system will support FERC credit information sharing rules for counterparty credit risk management. The system will support the CRR/FTR-specific mark-to-auction collateral methodology specified below.
l. **Credit Reporting:** Standard credit exposure reports will be available, with the ability to aggregate by counterparty, product type, and time horizon.

5. CRR Deal Capture, Settlements, and Risk Management
    a. **Product Types:** The system will natively support CRR Obligations acquired through auction or allocation, CRR Options acquired through auction*, and bilateral CRR transactions. System should be capable of documenting CRR transactions with requisite detail through bulk upload (note 'g' below).
    b. **Auction Award Capture:** The system will automate or streamline ingestion of annual and monthly CAISO CRR auction awards, including source and sink, time-of-use period, term, awarded quantity, clearing price, auction identifier, and associated transaction costs.
    c. **Bilateral Transaction Capture:** The system will capture subsequent bilateral CRR purchases and sales with the same approval, audit, status, and historical reconstruction controls required for other ETRM transactions.
    d. **Portfolio Tracking:** CRR positions will be tracked alongside other deal types in the ETRM system, and users will be able to recreate the CRR portfolio, including relevant transaction and position status, as of any historical date.
    e. **Congestion Credit Settlement:** The system will calculate and settle CRR auction charges and day-ahead congestion credits using applicable CAISO source data and settlement intervals.
    f. **Revenue Reconciliation:** CRR settlement revenue, auction charges, and position quantities will be reconciled against CAISO-published settlement data and auction clearing prices through an exception-based workflow with configurable tolerances.
    g. **CAISO Data Integration:** CRR auction and settlement data will be retrieved automatically from applicable CAISO systems, including MRI-S where available, archived in source format, and stored in a queryable structure for reprocessing and audit.
    h. **Credit Exposure:** CRR-related collateral, margin, and exposure will be reflected in the counterparty and credit-monitoring capabilities of this Scope without double counting exposure already represented elsewhere.
    i. **RADaR Export:** CRR transaction, award, position, settlement, and exposure data will be exported to RADaR under the integration, cost, timeline, authentication, and synchronization requirements of Scope 1 and Appendix D.

6. System Integration

a. **Data Export Scope:** The system will export the following data categories to RADaR (see Appendix D for the detailed field specifications):
   i. Deal/transaction data (deal details, terms, status, pricing)
   ii. Generation profile data (8760 profiles, actual vs. forecast)
   iii. Counterparty data (company info, credit status, exposure)
   iv. Location and CAISO data (nodes, hubs, scheduling points)
   v. Settlement data (CAISO shadow, PPA, trade settlements)
   vi. Credit exposure data (PFE, MTM, limits, margin)
b. **External Data Feeds:** The system will automatically ingest data from:
   i. CAISO MRI-S (invoices, statements, bill determinants)
   ii. PPA meter data (CAISO and non-CAISO sources)
   iii. Credit rating agencies and market data providers
   iv. RADaR (Load Forecasts, Generation Forecasts, Market Forward Curves, Counterparty Data, Regulatory Planning Targets and Historic Actuals)
c. **Ad-Hoc Export:** Data will be exportable in common formats (CSV, JSON, Excel) for ad-hoc analysis using Python, R, or other analytical tools.
d. **Integration Adaptability:** Interfaces, mappings, data fields, validation rules, and synchronization processes shall be configurable and extensible to accommodate changes in SVCE business processes and connected systems during the contract term. When configuration is insufficient, the vendor shall provide documented development, testing, deployment, and support needed to maintain complete and reliable integration.

7. Regulatory Compliance & Reporting
   a. **Slice-of-Day RA:** The system will support the CPUC Slice-of-Day Resource Adequacy framework (effective 2025 per CPUC Decision 24-06-004), tracking 24 hourly capacity slices per month, supporting monthly RA showing filings and CAISO supply plan submissions, and applying the current planning reserve margin (18% for 2026).
   b. **RPS Compliance:** The system will track renewable portfolio standard compliance across the PCC1, PCC2, and PCC3 categories, support multi-year compliance period tracking, and generate quarterly internal RPS progress reports, biannual RPS Plan reports and PCIA RPS data requests, and annual RPS compliance filings.
   c. **Regulatory Update Responsibility:** The vendor will be responsible for supporting existing, new, or modified compliance requirements and filings from regulatory bodies that regulate California Load Serving Entities, including CPUC, CEC, CARB, FERC, and CAISO requirements. CAISO market changes and regulatory updates shall be implemented as part of the base contract cost rather than as change orders, with configuration used where feasible and documented development and release processes used where required.

8. Technical Requirements
   a. **Cloud-Hosted SaaS:** The system will be cloud-hosted software-as-a-service, with no on-premises database management by SVCE. Given SVCE's existing RADaR infrastructure on GCP, hosting on GCP or Azure (Microsoft) is preferred.

b. **REST API:** The system will provide a modern RESTful API with an OpenAPI/Swagger specification, versioned endpoints, comprehensive documentation, and standard authentication (OAuth 2.0).
c. **Availability & Performance:** The system will be available on a 24-hour, web-based basis, with sub-second response times for the majority of user transactions. Background processing should not interrupt user access, and hot standby capability is expected.
d. **Environment Strategy:** The solution shall support three parallel environments: CAISO DEV for CAISO market simulation and market-enhancement validation, SVCE DEV for configuration, integration, regression, and user acceptance testing, and PROD for production operations. The vendor shall provide controlled promotion, versioning, release documentation, and rollback procedures across environments, including support for enhancements to products, settlement bill determinants, and future market implementations.
e. **Scalability:** The system will support multi-site usage and up to 100 concurrent users.
f. **Data Granularity:** All time-series data will be stored at 5-minute intervals, in UTC, with display conversion to Pacific Prevailing Time (PPT).
g. **Disaster Recovery:** The system will provide a Recovery Point Objective (RPO) of zero (no data loss) and a Recovery Time Objective (RTO) of one business day.
h. **Role-Based Access Control:** The system will support six defined roles:
    i. Front Office - Trader
    ii. Front Office - Non-Trader
    iii. Middle Office
    iv. Back Office
    v. Back Office Manager
    vi. System Administrator
i. **Audit Trail:** A complete audit trail will capture the user ID, timestamp, the user's group membership and assigned roles at the time of each record or change, and old/new values for all transactions. Historical data and reporting will be available as of past dates, with a minimum of seven-year data retention.
j. **API Standards:** The API will follow a RESTful architecture with versioned endpoints, rate limiting, error handling, and comprehensive documentation.
k. **RADaR Integration Cost & Timeline:** Bidders will enumerate, as separate line items in their cost proposal, the cost and timeline to establish the RADaR connectivity described in Items 5.a-5.b via REST API or another secure automated cloud data transfer protocol, per the disclosure requirements in Scope
l. **SSO Integration:** Integration with SVCE's identity provider for single sign-on is desired. *

9. Implementation & Support Services
    a. **Go-Live Timeline:** SVCE anticipates a 6-month implementation with phased delivery:
        i. Phase 1 (Months 1-2) will deliver deal entry, contract management, and core deal capture functionality

    ii. Phase 2 (Months 3-4) will deliver counterparty credit monitoring, credit limits, and PFE calculations
    iii. Phase 3 (Months 5-6) will deliver settlements (CAISO, PPA, trade, counterparty) and load reconciliation

b. **Go-Live, Cutover, and Parallel Operation:** The existing system and the newly implemented system run concurrently so that deal, settlement, credit, and CRR outputs can be reconciled, and any errors identified and corrected. Implementation timelines must be planned accordingly:
    i. **Go Live to Accommodate overlap: August 1, 2027**
    ii. **Targeted parallel-operation window:** two (2) months of concurrent incumbent and new-system operation for error checking prior to retirement of the incumbent ETRM system.
    iii. **Required production go-live:** no later than two (2) months before the incumbent ETRM contract end date, so the full parallel-run window is preserved.
    iv. **Implementation planning:** Bidders will schedule the six-month phased implementation described above by working backward from the required go-live date, and will state the latest contract-execution date that still allows the full implementation plus the two-month parallel run to be completed before the incumbent contract ends.

c. **User Acceptance Testing:** Each phase will include user acceptance testing. User acceptance testing shall also be performed for CAISO market enhancements and changes accompanying SVCE business-process enhancements, with agreed acceptance criteria, traceability to requirements, regression testing, and documented approval before production deployment. Testing will cover:
    i. Functional testing of deal capture workflows
    ii. API and integration test scenarios with RADaR
    iii. Settlement accuracy validation against historical data
    iv. Back-testing of results against the incumbent system

d. **Data Migration:** The implementation will include a complete data migration from the incumbent system (ETRM), including historical deals, contracts, counterparty data, and settlement records.

e. **Training:** Training will be included in the base contract cost, with initial training for all user roles during implementation and new staff onboarding training on an ongoing basis throughout the contract term.

f. **Support Model:** Ongoing support will align with SVCE's existing vendor support structure (see Scope 4, Item 7 for the Analytics support model and SLA expectations).

g. **Business-Process Evolution:** During the contract term, the vendor shall support SVCE in refining and enhancing its operating processes and shall reconfigure or develop the solution as needed to fully support approved changes. This support shall include requirements review, impact assessment, configuration or development, testing, documentation, training, release management, and post-deployment support.

h. **Regulatory Updates:** The vendor will support existing, new, or modified compliance requirements and filings from regulatory bodies that regulate California Load Serving Entities, including CPUC, CEC, CARB, FERC, and CAISO. CAISO market changes and regulatory updates will be implemented as part of the base contract cost rather than billed as change orders or separate engagements, using configuration where feasible and documented development and release processes where required.
i. **CCA Expertise:** The vendor should be able to demonstrate:
    i. Direct experience with California Community Choice Aggregator operations
    ii. Knowledge of California wholesale power markets, CAISO operations, and the regulatory framework
    iii. Understanding of CCA-specific product types, compliance requirements, and operational workflows
j. **Demo/POC Requirement:** Bidders should be prepared to provide a live demonstration or proof-of-concept as part of the evaluation process, including a demonstration of API integration capabilities.

10. Consulting Services

Bidders may propose Consulting Services under this Scope with or without proposing the Software (SaaS) subscope above, including services delivered against a third-party platform awarded under this RFP.

a. **ETRM & Settlements Advisory:** Consulting support for settlement configuration, shadow settlement analysis, CAISO settlement dispute support, and back-office process design, on a periodic or ad hoc basis.
b. **Regulatory Compliance Consulting:** Advisory support for Slice-of-Day RA showings, RPS compliance, SB 1158 emissions reporting, Cap-and-Invest, and the other compliance workflows described in Item 6, on a periodic or ad hoc basis.
c. **Subject Matter Expertise:** Consulting to advise on deal lifecycle controls, credit policy, and front/middle/back office best practices for CCAs in California markets, on a periodic or ad hoc basis.
d. **Bench Strength / Staff Augmentation:** Expertise and bench strength supporting deal entry, confirmations, and settlement processing during staff transitions or peak workload periods, on a periodic or ad hoc basis.*

Process Enhancement Support: Consulting support to assess evolving SVCE business processes and recommend, configure, document, test, and implement system or workflow changes needed to support those processes during the contract term, on a periodic or ad hoc basis.

Scope 4: ANALYTICS

SVCE is seeking proposals from qualified consultants or firms ("Consultant") to provide analytics software (SaaS) and/or portfolio and risk management technical consulting services for Silicon Valley Clean Energy (SVCE) for up to a three-year term. Consultants may respond to the Software (SaaS) subscope (Items 1-6 and 8), the Consulting Services subscope (Item 7), or both. The proposing Consultants should have relevant expertise, experience, and an approach that demonstrates their ability to provide the required services. Within the Software (SaaS) items below, requirements marked with an asterisk (*) are desired rather than required.

1. Portfolio/Risk Management Software (SaaS)
    a. **Whole Power Portfolio:** The software will support SVCE's whole power portfolio of energy hedges, including wind, solar, BESS, thermal assets, and interim standard offers (ISTs).
    b. **Modern User Interface:** The software will include a graphical user interface (GUI) that provides access to an unlimited number of SVCE users.
    c. **Model Documentation:** Documentation will be integrated into the GUI for user reference, covering both user help and training materials and the technical model methodology.
    d. **Granular Data Access:** Users will have access to the raw input data and the computed financial figures corresponding to each load, asset, and hedge.
    e. **API Integration:** The software will provide application programming interface (API) capabilities facilitating integration with external systems, including the ETRM system (Scope 3) and SVCE's RADaR data warehouse.
2. Net Revenue Modeling
    a. **Simulation Capabilities:** The model will provide both deterministic and stochastic frameworks.
    b. **Time Horizon:** The modeling horizon will extend to at least the year 2050 (25+ years).
    c. **Power Supply Cost:** The model will compute the power supply cost incurred from SVCE meeting its load obligations and regulatory requirements, inclusive of the Congestion Revenue Rights (CRR) positions captured under Scope 3.
    d. **Customer Revenue:** Revenue amounts will be computed from provided revenue rates by segmented load groups.
3. Stochastic Simulation Engine (that varies resource generation, load, and energy prices)
    a. **Adequate Simulations:** Stochastic studies will run sufficient iterations to pass convergence testing for mean and tail stability up to 5 full calendar years forward (current +5 years) for weekly and daily risk management studies.
    b. **Simulation Robustness:** The model will identify and apply proper correlations and structural relationships within the simulations, rather than merely introducing randomness through arbitrary inputs.
    c. **Runtimes:** A full simulation will complete within 36 hours, with the ability to refresh for forward price changes on a weekly basis and to revalue portfolio elements (assets, trades, load) within 8 hours on a daily basis. Studies should be able to output a minimum of 62 output variables (see the required variable list attached in Appendix F), the p5/mean/p95 of those variables, and every iteration at the monthly and annual granularity. These runtimes apply at the number of simulations that passes convergence testing.
    d. **Model Simulation Granularity:** The engine will model hub forward prices and nodal forecasted prices at discrete hourly and sub-hourly granularity (not typical day), inclusive of fundamental price shape evolution, spot DA and RT volatility, and forward volatility and intra/inter commodity correlation. This same engine will be used to support the Integrated Resource Planning analysis described in Scope 3.
    e. **Integrated Market Data:** The software will include the data needed to support price modeling, including historical hub and node spot prices as well as historical

and current forward prices, and will be able to produce or configure forecast fundamentals representative of changing CAISO market dynamics.

   f. **Valuation Optimization:** The software will optimize with perfect and imperfect foresight for renewable energy resources, conventional generation assets, standalone BESS, and generation-paired BESS.

4. Weekly and Daily Prompt Month Forward Portfolio/Risk Reporting, to include at a minimum:
   a. **Risk Metrics:** Risk metrics including mark to market (MTM), gross margin at risk (GMaR), and profit and loss (P&L)
   b. **Counterparty Credit Risk:** Aggregation of mark to market (MTM) and potential future exposure (PFE) by SVCE counterparty for ISTs and other wholesale power transactions, including the CRR positions captured in the ETRM system under Scope 3
   c. **PPA Valuation:** Aggregation of mark to market (MTM), inclusive of power, attributes, and resource adequacy, for all PPA and owned assets by project
   d. **Price Reporting:** Reporting of market prices, market price movement, and forward price uncertainty
   e. **Position Reporting:** Volumetric positions and hedge ratios for:
      i. Energy
      ii. Resource Adequacy with California PUC slice-of-day optimization
      iii. Attributes: RPS & GHG Free
      iv. Congestion Revenue Rights (CRR) positions (see Scope 3 for associated system requirements and Scope 6 for auction bidding advisory services)
   f. **Budget Reporting:** Gross Margin (revenue less cost of goods sold) for budget using both a market settlement approach (all load purchased, all resources collecting revenue) and a traditional utility approach (customer revenues, less contracted costs, less the cost of net open positions)
   g. **Variance Reporting:** Comparison of current model run study results to prior studies, with variance analysis and variance attribution (e.g., budget, beginning of month, or last week versus current) for the prompt month forward
   h. **Archival Capabilities:** The ability to save and archive portfolio risk reports for reliable back-up by SVCE (defining storage limitations, study size vs. space)
5. Implementation & Support
   a. **Implementation Timeline:** The implementation timeline is to be proposed by the Consultant; SVCE anticipates a phased go-live coordinated with the ETRM implementation timeline described in Scope 3, Item 8.
   b. **Go-Live, Incumbent Cutover, and Parallel Operation:** The incumbent system and the newly implemented analytics platform run concurrently so that risk metrics, valuations, and study outputs can be back-tested against the incumbent and any errors identified and corrected. Implementation timelines must be planned accordingly:
      i. **Go-Live Date no later than:** February 2028
      ii. **Targeted parallel-operation window:** two (2) months of concurrent incumbent and new-system operation for error checking prior to retirement of the incumbent analytics platform.
      iii. **Required production go-live:** no later than two (2) months before the incumbent analytics contract end date, so the full parallel-run window is preserved.
      iv. **Implementation planning:** Consultants will schedule the phased implementation proposed under this Item, coordinated with the ETRM timeline in Scope 3, Item 8, by working backward from the required go-live date, and will state the latest contract-execution date that still allows

implementation plus the two-month parallel run to be completed before the incumbent contract ends.

c. **Requirements of SVCE Staff:** The proposal should identify the stages of activity and activity responsibility, with the required hours per week of SVCE staff and their contribution by type of activity.
d. **Technical Requirements of SVCE:** The proposal should identify any technical or other requirements of SVCE for implementation and ongoing operation.
e. **User Acceptance Testing:** Acceptance will include back-testing of results and distributions, and validations for weather, load, price, and renewable modeling.
f. **RADaR Integration Cost & Timeline:** Consultants proposing software under this Scope will enumerate, as separate line items in their cost proposal, the cost and timeline to connect the analytics platform to SVCE's RADaR data warehouse (GCP/BigQuery) via API or another secure automated cloud data transfer protocol, per the disclosure requirements in Scope 1.

6. Technical Requirements
   a. **Cloud-Hosted SaaS:** The system will be cloud-hosted software-as-a-service, with no on-premises database management by SVCE. Given SVCE's existing RADaR infrastructure on GCP, hosting on GCP or Azure (Microsoft) is preferred.
   b. **Data Hosting:** In an ideal case, the system will store data and tables from SVCE's RADaR BigQuery or Google Cloud Storage environment and operate as a superficial layer. *
   c. **REST API:** The system will provide a modern RESTful API with an OpenAPI/Swagger specification, versioned endpoints, comprehensive documentation, and standard authentication (OAuth 2.0).
   d. **Availability & Performance:** The system will be available on a 24-hour, web-based basis, with sub-second response times for the majority of user transactions. Background processing should not interrupt user access, and hot standby capability is expected.
   e. **Scalability:** The system will support multi-site usage and up to 100 concurrent users.
   f. **Disaster Recovery:** The system will provide a Recovery Point Objective (RPO) of zero (no data loss) and a Recovery Time Objective (RTO) of one business day.
   g. **API Standards:** The API will follow a RESTful architecture with versioned endpoints, rate limiting, error handling, and comprehensive documentation.
   h. **RADaR Integration Cost & Timeline:** Bidders will enumerate, as separate line items in their cost proposal, the cost and timeline to establish the RADaR connectivity described in Items 5.a-5.b via REST API or another secure automated cloud data transfer protocol, per the disclosure requirements in Scope
7. Consulting Services (optional but desired)

   Consultants may propose Consulting Services under this Scope with or without proposing the Software (SaaS) subscope above, including services delivered against a third-party platform awarded under this RFP.

   a. **Portfolio Risk Management Consulting:** Expertise and bench strength through consulting support for the fulfillment of SVCE Risk Management activities, on a periodic or ad hoc basis.
   b. **RFO Services:** Valuation, comparative scoring, and/or SME consulting, one each per calendar year.
   c. **Subject Matter Expertise:** Consulting to advise on modeling and risk management best practices, on a periodic or ad hoc basis.
8. Additional Software Functionality (optional but desired)

a. **Performance Tracking:** Tracking of the current operation month and year. The concept is software consuming settlement data for load, assets, and trades, representing realized dual settlement, balance-of-month forecast, and balance-of-year forecast, so that a full 365-day view of the current month is available at any one day in time as one moves through the year. Tracking will cover:
   i. Budget
   ii. MTD/YTD DA/RT volume and price actuals (brought in via APIs with SVCE's Scheduling Coordinator)
   iii. MTG/YTG forecast (note: the current month uses balance-of-month pricing; prompt month and beyond use forward pricing)
   iv. The ability to compare Budget, Beginning of Month, and current YTD/MTD + YTG/MTG

Scope 5: RESOURCE PLANNING AND MODELING

SVCE is seeking proposals from qualified firms to provide a transparent, repeatable resource-planning capability that supports both internal capacity planning and compliance with California Public Utilities Commission (CPUC) Integrated Resource Planning requirements. The selected solution should enable SVCE staff to maintain a current view of portfolio needs, evaluate procurement alternatives, develop governing-body and management recommendations, and produce auditable analyses and workpapers for CPUC filings. Bidders may respond to the Software (SaaS) subscope, the Consulting Services subscope, or both. This work is closely coupled with the Analytics scope in Scope 4, and Bidders should identify all data, modeling, licensing, and service dependencies across the two Scopes.

1. Internal Capacity and Resource Planning
   a. **Planning Horizon and Cadence:** Support annual planning and interim updates across near-term, mid-term, and long-term horizons, with configurable study years and time resolution. The capability shall support routine portfolio refreshes as load, contract, market, technology, and regulatory assumptions change.
   b. **Load and Obligation Forecasts:** Incorporate SVCE load forecasts and uncertainty, including hourly and sub-hourly shapes as available, customer programs, transportation and building electrification, distributed energy resources, demand response, customer migration, and other material drivers. The solution shall distinguish baseline forecasts from planning sensitivities and preserve forecast versions.
   c. **Portfolio Inventory and Position:** Maintain a time-differentiated inventory of existing and prospective resources, contracts, attributes, and obligations, including energy, Renewable Portfolio Standard products, greenhouse-gas-free attributes, system/local/flexible and Slice-of-Day Resource Adequacy, storage operating characteristics, contract expirations, deliverability, development status, and applicable transmission or interconnection constraints.
   d. **Gap and Need Assessment:** Quantify energy, capacity, Resource Adequacy, renewable, clean-energy, emissions, and other policy or risk gaps by relevant period. Results shall identify the timing, magnitude, duration, location, and principal drivers of each need and allow SVCE to distinguish physical needs from compliance or risk-management needs.
   e. **Procurement and Portfolio Alternatives:** Evaluate candidate resources and procurement structures, including renewable generation, standalone and paired

storage, long-duration storage, firm clean resources, demand-side resources, short- and long-term market purchases, and contract extensions. The analysis shall compare cost, reliability, deliverability, emissions, development risk, concentration risk, and optionality.

   f. **Capacity Expansion Modeling:** Provide a configurable capacity-expansion environment that allows SVCE staff to create and modify scenarios, assumptions, constraints, candidate-resource characteristics, and objective functions and to rerun studies without vendor intervention. The model shall support least-cost and risk-informed portfolio development while honoring user-defined policy, reliability, procurement, operational, and contracting constraints.
   g. **Production Cost and Dispatch Representation:** Represent hourly chronology, renewable profiles, storage charging and discharging, outages, curtailment, market transactions, and other operational constraints at a level sufficient to test the feasibility and cost of candidate portfolios. Bidders shall clearly identify any linkage to, or dependency on, the Scope 4 analytics platform.
   h. **Scenario and Sensitivity Analysis:** Support user-defined scenarios and sensitivities addressing load growth, electrification, customer migration, commodity prices, technology costs, resource availability, project delay or failure, contract expiration, hydrology, extreme weather, transmission availability, policy requirements, market-rule changes, and other material uncertainties. The solution shall support side-by-side comparison and attribution of key result drivers.
   i. **Reliability Assessment:** Evaluate portfolio reliability using probabilistic and deterministic metrics appropriate to the study purpose, including CPUC Slice-of-Day requirements, and effective-load-carrying-capability-based accreditation where applicable. The analysis shall identify critical periods, binding constraints, and the contribution of individual resources and portfolios under normal and stressed conditions.
   j. **Financial and Rate Impact Analysis:** Produce annual and net-present-value cost results, portfolio cost distributions where stochastic analysis is used, and rate or customer-bill impact inputs at a level suitable for SVCE decision-making. Cost results shall clearly separate fixed, variable, market, transmission, capacity, attribute, integration, and other material cost components.
   k. **Decision Support Outputs:** Provide concise planning outputs suitable for staff, executive, committee, and governing-board review, including portfolio comparisons, procurement timing and quantity recommendations, key assumptions, risk tradeoffs, and an explanation of changes from the prior planning cycle.

2. CPUC Integrated Resource Planning Support
   a. **Filing-Ready Portfolio Development:** Under SVCE's direction, support development and evaluation of conforming and alternative portfolios consistent with the requirements, templates, adopted inputs, and schedules established in the applicable CPUC IRP ruling, decision, administrative law judge ruling, or staff guidance.
   b. **Study Design and Reconciliation:** Translate CPUC requirements into a documented study plan; map SVCE assumptions and portfolio data to required

inputs; identify differences between CPUC-adopted assumptions and SVCE planning assumptions; and provide reconciliation tables sufficient to explain those differences.
   c. **Required Modeling and Analysis:** Support scenario development, portfolio optimization, emissions accounting, reliability and Resource Adequacy analysis, procurement-need assessment, and other analyses required for an individual load-serving-entity IRP. The approach shall be configurable as CPUC requirements, reliability frameworks, and filing templates evolve.
   d. **Data Requests and Post-Filing Support:** Provide optional support for CPUC data requests, corrections, supplemental submissions, and explanation of methods and results after filing, using the same controlled model version and source data used for the submission.
3. Model Governance, Transparency, and Data
   a. **Transparent Inputs and Methods:** Disclose all material assumptions, data sources, transformations, methodologies, constraints, and post-processing steps. Proprietary datasets may be proposed, but the Bidder shall identify their source, vintage, coverage, update frequency, licensing restrictions, and material limitations and shall provide enough documentation for SVCE to understand and independently evaluate their effect on results.
   b. **No Unexplained Black-Box Results:** SVCE shall be able to trace each material output to source data, model assumptions, equations or algorithms, constraints, and processing steps. If proprietary algorithms limit disclosure, the Bidder shall describe the limitation and provide validation, benchmarking, diagnostic outputs, and sensitivity capabilities sufficient for SVCE to assess reasonableness.
   c. **SVCE Control and Portability:** SVCE shall retain access to its input data, assumptions, scenario definitions, model configurations, outputs, and workpapers throughout the contract and upon termination. Bidders shall describe export formats, licensing constraints, transition assistance, and any functions that require vendor execution rather than SVCE staff execution.
   d. **Version Control and Reproducibility:** Preserve dated versions of source data, assumptions, model configurations, software versions, scenarios, and outputs. Authorized users shall be able to reproduce a prior approved run and compare it with a subsequent run, including a clear change log.
   e. **Quality Assurance:** Include automated and documented checks for data completeness, units, temporal alignment, portfolio balance, constraint violations, anomalous outputs, and consistency among narratives, tables, workpapers, and electronic filing templates. Bidders shall describe model validation, benchmarking, peer review, and issue-resolution practices.
   f. **Documentation and Knowledge Transfer:** Provide data dictionaries, model methodology documentation, user guides, process maps, training, and hands-on knowledge transfer sufficient for SVCE staff to operate, review, and explain the planning process and results.
   g. **RADaR Integration Cost and Timeline:** Bidders proposing software under this Scope shall enumerate, as separate line items, the cost and timeline to connect to SVCE's RADaR data warehouse (GCP/BigQuery) via API or another secure automated cloud data transfer protocol, consistent with Scope 1. The integration

shall support automated import of approved source data and export of scenario assumptions, model status, summary outputs, detailed results, run metadata, and quality-control results in documented, machine-readable formats.

4. Implementation, Operations, and Consulting Services
    a. **Implementation Plan:** Provide a work plan covering discovery, data mapping, initial model build, configuration, integration, validation, training, user acceptance testing, production deployment, and transition to steady-state operations. The plan shall identify SVCE resource needs, dependencies on Scope 4, critical-path decisions, and the latest contract-execution date necessary to meet the proposed production date.
    b. **Parallel Operation and Acceptance:** Propose a risk-based parallel-operation period during which incumbent and new planning capabilities can be compared using common inputs and scenarios. Bidders shall define acceptance criteria, discrepancy thresholds, issue-resolution procedures, and the evidence required to retire the incumbent capability. SVCE anticipates approximately two months of parallel operation, subject to the final implementation schedule and regulatory calendar.
    c. **Regulatory Schedule Flexibility:** The implementation schedule shall not assume a fixed IRP filing year. Bidders shall plan around the schedule established by the CPUC and shall describe how implementation, testing, and filing support would be accelerated or re-sequenced if the regulatory calendar changes.
    d. **Software Subscope:** Describe licensing, hosting, security, environments, user roles, support levels, release management, performance, scenario run times, data limits, and any additional tools or third-party licenses required to satisfy this Scope. The software shall support an unlimited number of SVCE viewers and clearly state any limits on modelers or concurrent users.
    e. **Consulting Services Subscope:** Bidders may propose consulting services with or without software, including services delivered against a third-party platform awarded under this RFP. Services may include initial model development, periodic planning updates, CPUC filing-cycle support, ad hoc studies, methodology advice, model operation, independent review, training, and surge support. Pricing shall distinguish recurring services, filing-cycle services, and optional hourly support.
    f. **Coordination with Analytics:** Long-term forecasts and portfolio-risk inputs developed under Scope 4 shall be usable in this Scope without manual re-entry. The Bidder shall identify the authoritative source for each shared input, resolve differences in time granularity and scenario definitions, and maintain consistent assumptions across planning and risk analyses.
5. Bidder Qualifications and Proposal Requirements
    a. **California CCA Experience:** Demonstrate recent experience delivering resource planning, capacity expansion, reliability analysis, and CPUC IRP support for California community choice aggregators or other load-serving entities. Identify the proposed team members who performed the work and their roles.
    b. **California Market and Policy Expertise:** Demonstrate knowledge of CAISO market structures, CPUC IRP and Resource Adequacy requirements, Renewable Portfolio Standard compliance, California clean-energy policy, greenhouse-gas accounting, and the planning needs of community choice aggregators.

c. **Model and Data Experience:** Describe the proposed modeling tools, major datasets, validation history, typical run times, known limitations, and examples of how clients can modify assumptions, run scenarios, diagnose results, and reproduce prior studies.
d. **Work Sample and Demonstration:** Provide a representative, non-confidential work sample showing assumptions, scenario design, capacity-expansion results, reliability outputs, cost and emissions results, quality-control checks, and executive-level decision support. Shortlisted Bidders may be asked to demonstrate a scenario change, model rerun, results comparison, and traceability from an output to its underlying inputs.
e. **Pricing and Deliverables:** Provide separate pricing for software, implementation, integration, data licenses, training, recurring support, internal planning updates, CPUC filing-cycle support, optional studies, and transition services. Clearly identify included deliverables, assumptions, exclusions, usage limits, and pass-through costs.

Scope 6: CRR AUCTION BIDDING CONSULTING SERVICES

SVCE is seeking proposals from qualified consultants or firms ("Consultant") to provide CAISO Congestion Revenue Rights (CRR) monthly, quarterly, and annual auction bidding consulting services for up to a three-year term. This Scope is consulting-only and may, at SVCE's option, be expanded to include advisory support for the CAISO CRR allocation process. CRR software, deal capture, settlement, valuation, credit, and data-integration requirements are included in Scope 3. The purpose of this engagement is to support disciplined procurement of congestion hedges for SVCE's identified load and supply exposures. The selected Consultant will emphasize non-speculative, exposure-linked bidding strategies designed to reduce congestion cost uncertainty rather than pursue stand-alone trading profit.

1. Engagement Objectives and Governing Principles
    a. **Hedging Purpose:** Recommendations will be designed to mitigate identifiable congestion exposure arising from SVCE load, generation, power purchase agreements, scheduling locations, and expected delivery patterns.
    b. **Non-Speculative Mandate:** The Consultant will not recommend CRR positions whose primary rationale is directional market speculation, merchant trading return, or an expected congestion exposure that cannot be tied to direct or indirect documented SVCE portfolio fundamentals.
    c. **Exposure Proportionality:** Recommended path, time-of-use, term, and quantity will be reasonably proportional to the underlying exposure. The Consultant will identify and justify any basis risk, over-hedge risk, under-hedge risk, or mismatch between the proposed CRR and the exposure it is intended to mitigate.
    d. **Independence and Conflicts:** The Consultant will disclose actual or potential conflicts of interest, including proprietary CRR trading, representation of other

auction participants, compensation linked to auction outcomes, or access to non-public client information that could impair independence.

e. **Decision Rights:** SVCE will retain sole authority to approve bid strategy, bid limits, submitted bids, position changes, and risk exceptions. The Consultant will provide recommendations and supporting analysis but will not exercise discretionary trading authority unless separately authorized in writing.
f. **Monthly, Quarterly, and Annual Auction Support**
g. **Auction Calendar and Workplan:** For each monthly, quarterly, and annual CAISO CRR auction cycle, the Consultant will maintain a decision calendar covering data delivery, exposure refresh, model runs, review meetings, recommendation delivery, SVCE approvals, bid-file preparation, submission support, and post-award review.
h. **Exposure Assessment:** Before recommending bids, the Consultant will quantify relevant historical and forecast congestion exposure by source, sink, path, time-of-use period, season, and term using SVCE-provided portfolio information and clearly identified market data.
i. **Candidate Path Screening:** The Consultant will develop a traceable candidate set linked to SVCE exposures and screen out paths that are immaterial, operationally infeasible, insufficiently supported by data, or primarily speculative.
j. **Valuation and Bid Curves:** For each recommended path, the Consultant will provide expected value, uncertainty range, proposed quantity, bid price or bid curve, auction budget impact, and rationale. Assumptions, data vintages, model limitations, and material sensitivities will be documented.
k. **Portfolio Construction:** Recommendations will consider diversification, concentration by node and path, correlated exposures, counterflow effects, source-sink mapping, tenor, time-of-use alignment, expected auction liquidity, and interactions with existing CRR holdings.
l. **Bid Constraints:** The Consultant will translate SVCE-approved risk boundaries into documented controls, including budget limits, quantity caps, path concentration limits, minimum exposure linkage, collateral constraints, and escalation thresholds for exceptions.
m. **Bid File and Submission Support:** The Consultant will prepare or validate CAISO-compatible bid files, perform completeness and control checks, maintain version history, and support SVCE through final review and submission. Any recommendation changed after approval will be clearly identified and re-approved.

2. Scenario, Uncertainty, and Downside Analysis
   a. **Scenario Design:** Analysis will evaluate outcomes under multiple congestion conditions relevant to SVCE, including changes in transmission availability, resource dispatch, load patterns, hydro conditions, renewable output, outages, topology, and portfolio composition when supported by available data. The analysis will also account for expected CRR revenue offsets associated with congestion rent underfunding and identify the assumptions used to estimate those offsets.
   b. **Downside Evaluation:** The Consultant will quantify adverse auction and settlement outcomes, including negative congestion revenue, auction

overpayment, collateral pressure, path reversal, basis mismatch, and stranded hedges following portfolio or transmission changes.

   c. **Stress and Sensitivity Testing:** Recommendations will include sensitivities to material forecast inputs and assumptions. The Consultant will identify which assumptions have the greatest effect on valuation and bid selection.
   d. **No Profit-Only Case:** A favorable expected auction return, without a documented relationship to SVCE congestion exposure or an approved risk-management purpose, will not qualify a position for recommendation.

3. Recommendation Package and Approval Controls
   a. **Pre-Auction Recommendation Memorandum:** Before each auction, the Consultant will deliver an executive summary, exposure map, recommended and alternative bids, valuation ranges, proposed controls, key assumptions, downside cases, expected CRR revenue offsets associated with congestion rent underfunding and their effect on bid quantities, bid prices, and portfolio selection, collateral implications, and items requiring SVCE decision.
   b. **Bid-Level Traceability:** Each recommended bid will include a unique identifier linking the underlying exposure, analytical support, approval status, submitted bid, auction award, and subsequent performance review.
   c. **Exception Register:** Any proposed deviation from approved non-speculative guidelines or risk limits will be documented with rationale, quantified impact, named approver, approval date, and expiration or remediation condition.
   d. **Reproducibility:** The Consultant will provide sufficient workpapers, input inventories, model descriptions, calculations, and version records for SVCE or an independent reviewer to reproduce material conclusions.
4. Post-Auction Review and Ongoing Monitoring
   a. **Award Reconciliation:** Following each auction, the Consultant will reconcile submitted bids to CAISO awards and auction charges, identify rejected or partially awarded bids, and explain material differences between recommended and awarded portfolios.
   b. **Hedge Effectiveness Review:** The Consultant will evaluate whether awarded CRRs offset the documented congestion exposure, distinguishing realized hedge performance from stand-alone CRR revenue and avoiding conclusions based solely on trading profit or loss.
   c. **Attribution:** Post-auction reporting will attribute results, where supportable, to exposure forecast error, congestion forecast error, auction price variance, quantity mismatch, path or basis mismatch, outages, topology changes, and other material drivers.
   d. **Auction Benchmarking:** Post-auction reporting will summarize overall CAISO CRR auction activity and benchmark clearing prices, participation, awards, and other relevant market outcomes, with specific analysis of paths and source-sink combinations relevant to SVCE.
   e. **Corrective Actions:** Lessons from each auction and settlement period will be translated into specific updates to exposure mapping, data quality controls, path screening, valuation assumptions, bid limits, or approval procedures.
5. Coordination, Data, and Deliverables

a. **ETRM and RADaR Coordination:** The Consultant will use CRR position, award, settlement, and exposure data from the Scope 3 ETRM and RADaR environment where available and will define any supplemental data needed for auction analysis. The Consultant will not be required to provide a separate CRR software platform under this Scope.
b. **Analytics Coordination:** Inputs and outputs will be structured so CRR positions and hedge outcomes can be incorporated into the Scope 4 portfolio risk analysis without inconsistent assumptions or double counting.
c. **Documentation and Data Transfer:** Deliverables will be provided in human-readable and machine-readable formats suitable for SVCE review, retention, audit, and ingestion to RADaR. The Consultant will identify any licensing or use restrictions before relying on third-party data.
d. **Records Retention:** The Consultant will retain bid recommendations, approvals, bid files, model versions, source data references, workpapers, and post-auction reviews for the period specified by SVCE and will support reasonable audit or regulatory information requests.

6. Subject Matter Expertise and Training
   e. **Market Rule Advisory:** The Consultant will monitor CAISO CRR policy initiatives and market changes and advise SVCE on the expected impact of proposed and adopted changes on SVCE's congestion hedging activities, including bidding strategy, hedge design, credit, collateral, settlements, and governance controls.
   f. **Staff Training:** The Consultant will provide practical training on CRR fundamentals, exposure mapping, valuation, bid review, non-speculative controls, auction operations, award interpretation, and hedge-effectiveness assessment.
   g. **Ad Hoc Support:** The Consultant will provide periodic or ad hoc support for CAISO questions, settlement or auction issue analysis, internal review, and development of CRR governance procedures.

11. Consultant Qualifications and Proposal Response
    a. **Relevant Experience:** The proposal will describe experience supporting CAISO CRR monthly, quarterly, and annual auctions for load-serving entities, preferably including California Community Choice Aggregators, and will identify the roles performed by proposed staff.
    b. **Methodology:** The proposal will explain the exposure-mapping, congestion forecasting, valuation, portfolio construction, scenario testing, bid optimization, and review methodology, including how the approach prevents speculative recommendations.
    c. **Sample Work Products:** The proposal will include representative, appropriately redacted examples of a pre-auction recommendation package, bid-level approval record, post-auction review, and hedge-effectiveness analysis.
    d. **Staffing and Controls:** The proposal will identify key personnel, quality-control reviewers, availability during auction windows, business-continuity coverage, data-security practices, and conflict-of-interest controls.
    e. **Pricing:** Pricing will separately identify recurring annual-auction support, recurring quarterly-auction support, recurring monthly-auction support,

implementation or onboarding, training, ad hoc hourly rates, travel if any, and any third-party data or model costs.

f. **Performance Measures:** The Consultant will propose service measures focused on timeliness, analytical accuracy, control compliance, bid-file quality, documentation completeness, and effectiveness in reducing documented congestion exposure. Stand-alone speculative profit will not be used as a performance objective.

Scope 7: MARKET FORWARD CURVES AND FUNDAMENTAL PRICE FORECASTS

SVCE relies on forward curves and price forecasts to value its portfolio, mark positions to market, and inform long-term planning. This Scope may be bid on a standalone basis by a curve provider offering no other software under this RFP. Bidders may respond to the curve subscription (Items 1-5, the Software (SaaS) subscope of this Scope), the Consulting Services subscope (Item 6), or both. Requirements marked with an asterisk (*) are desired rather than required.

1. Base Case Curves
    a. **Commodity Coverage:** Base case forward curves will cover power, natural gas, RECs (RPS/PCC1), Resource Adequacy including consideration of ELCCs, Slice-of-Day, System, Local, Flex, MTR, carbon allowances, and GHG attributes such as 24/7 carbon-free energy for the CAISO and WECC. The Bidder will identify which are priced separately.
    b. **Horizon and Granularity:** The Bidder will state the tenor and the time granularity of each curve.
    c. **Nodal Prices:** The Bidder will state whether nodal prices are available at the CAISO nodes where SVCE's resources are located, how many are included in the base subscription, and whether they are forecast forward or derived from historical basis.
2. Stress Cases and Scenarios
    a. **Availability:** The Bidder will state whether stress cases are included or priced separately.
    b. **Scenario Drivers:** Scenarios should span the drivers that move SVCE's portfolio, including load growth, weather and hydro conditions, gas prices, resource build-out, and California policy change.
    c. **Custom Scenarios:** The ability to request custom scenarios and adjust assumptions is desired.
3. Delivery
    a. **Files and Reports:** Curves will be delivered in Excel or another machine-readable format, with both assumptions and outputs, and each release will be accompanied by a written report explaining the methodology, the assumptions, and the drivers of change. A staff presentation and an interactive platform are desired*.
    b. **Release Frequency:** The Bidder will state the release frequency and whether off-cycle updates follow material market or policy change.
    c. **RADaR Delivery:** Curves will be delivered via an automated transfer protocol into our RADaR system via API connection or other automated delivery method.

d. **Delivery Timeline:** A Bidder offering automated delivery of curves into RADaR will itemize the cost and timeline per Scope 1.
e. **Useability:** SVCE will require express written consent for curve and forecast data to be used in third-party analytic models, and the vendor recognizes resulting analysis may be presented in public forum.
   i. **Implementation planning:** Bidders will schedule curve-feed setup and RADaR delivery (per the Scope 1 and Item 3 disclosures) by working backward from the required go-live date, and will state the latest contract-execution date that still allows setup plus the two-month parallel delivery to complete before the incumbent contract ends.

4. Methodology
   a. **Model Type:** The Bidder will describe the model behind the curves, whether fundamentals-based production cost, structural, statistical, or hybrid, and whether it solves for long-run resource equilibrium.
   b. **IRP Support:** The Bidder will state whether the curves support the Scope 3 IRP filings and whether it performs that modeling itself.
5. Cost Proposal
   a. The cost proposal will separately identify the base subscription cost, the number of nodes included and the cost of additional nodes, any fixed cost for nodal pricing, and the cost of stress cases and scenarios.
6. Consulting Services

Bidders may propose Consulting Services with or without the curve subscription above, drawn from an hour bank: review of curve methodology and its fit to SVCE's portfolio, and support designing and interpreting custom scenarios.

APPENDIX A: SAAS Agreement

MASTER AGREEMENT

SOFTWARE AS A SERVICE

This agreement ("Agreement") is made and effective on the date of last signature below ("Effective Date"), by and between Silicon Valley Clean Energy, an independent public agency ("SVCE") and [SERVICE PROVIDER NAME], a [Service Provider's legal status] ("Service Provider").

RECITALS

WHEREAS, SVCE requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs;

WHEREAS, SVCE requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to SVCE to perform such Services on behalf of SVCE;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, SVCE has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of SVCE's data are critical to the operation of SVCE's business; and,

WHEREAS, Service Provider has agreed to provide the Services to SVCE, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term (the "Initial Term") shall commence on the Effective Date and continue for ***[years]***. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for up to ___(__), successive one (1) year terms (each, a "Renewal Term") upon mutual written agreement of the parties.

2. Not to Exceed Amount. SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed _____________ ($_________________).

3. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to SVCE certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.

3.1 Authorized Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any SVCE employee, contractor, or agent, or any other individual or entity authorized by SVCE, (each, an "Authorized User") to access and use the Services. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.

3.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to SVCE by Service Provider.

3.3 Changes in Number of Authorized Users. SVCE is entitled to increase or decrease the initial number of Authorized Users ("Minimum Commitment"), on an as-requested basis; provided, however, that SVCE shall maintain the Minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment. Should SVCE elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users specified in Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from SVCE's written request.

3.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of SVCE. Cloud based storage shall not be utilized without the SVCE's prior, written consent. Any and all permitted cloud storage shall be in compliance with ISO/IEC 27001 - 27017, as applicable, or successor standards thereto. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to SVCE annually and within thirty (30) days of the effective date of this Agreement.

3.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without SVCE's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

3.5 Storage. The Services shall include the applicable allocation of base data storage as described in Exhibit A, if any. Service Provider shall immediately notify SVCE when SVCE has reached eighty percent (80%) of SVCE's then-current data storage maximum. Within five (5) calendar days of SVCE's request, Service Provider shall make additional data storage available to SVCE at the rates described in Exhibit A.

3.6 Development and Test Environments. In addition to production use of the Services, SVCE is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with SVCE's requests in managing the non-production environments such as refreshing SVCE Data upon request.

3.7 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. SVCE shall have the right to make any number of additional copies of the Documentation at no additional charge.

3.8 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, SVCE, at SVCE's sole election and in SVCE's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, SVCE shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to SVCE without any increase in the Services Fees.

3.9 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.

3.10 Modification of the Services. SVCE's Director of Information Technology shall be authorized to waive, in writing, any of the Service Provider's obligations with respect to the Services, where deemed to be in SVCE's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.

3.11 Compliance with All Laws. Service Provider shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Service Provider shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, *et seq*. SVCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Service Provider to comply with this paragraph.

4. Service Levels.

4.1 Service Levels; Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto. Time is of the essence in the performance of the Services.

4.2 Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15^{th}) calendar day of the subsequent month following the reporting month, Service Provider shall provide reports to SVCE describing the performance of the Services and of Service Provider as compared to the Service Level Standards; provided, however, that a SVCE Satisfaction Service Level Survey shall be conducted by Service Provider each year on the anniversary of the Effective Date and the results shall be reported to SVCE by Service Provider no later than the fifteenth (15^{th}) calendar day of the subsequent month following such anniversary date. The reports shall be in a form agreed-to by SVCE, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to SVCE. Service Provider and SVCE will meet as often as shall be reasonably requested by SVCE, but no less than monthly, to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to provide a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make SVCE's historical Service Level reports available to SVCE upon request.

4.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to SVCE any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall SVCE be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

4.3.1 Termination for Material and Repeated Failures. SVCE shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any prepaid fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the SVCE's ability, as solely determined by SVCE, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

4.4 Audit of Service Levels. No more than quarterly, SVCE or SVCE's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to SVCE but not paid, Service Provider shall immediately owe to SVCE the applicable Performance Credit.

5. Support; Maintenance; Additional Services.

5.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.

5.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

5.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to SVCE of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to SVCE and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

5.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, for non-emergency maintenance, SVCE shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that SVCE rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if SVCE has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by SVCE and Service Provider shall be entitled to introduce the maintenance changes into production.

5.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.

5.4 Training Services. Service Provider shall provide the Training Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.

6. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of SVCE's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from SVCE its certification of compliance with the permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of Authorized Users, SVCE, at SVCE's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7. Change Control Procedure. SVCE may, upon written notice, request changes to the scope of the Services under Exhibit A. If SVCE requests an increase in the scope, SVCE shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify SVCE whether or not the change has an associated cost impact. If SVCE approves, SVCE shall issue a change order, which will be executed by the Service Provider. SVCE shall have the right to decrease the scope, and the associated fees will be reduced accordingly.

8. Termination; Renewals.

8.1 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, SVCE may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the Service Provider.

8.2 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

8.3 Payments upon Termination. Upon the termination of this Agreement, SVCE shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to SVCE all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.

8.4 Return of SVCE Data. Upon the termination of this Agreement, Service Provider shall, within one (1) business day following the termination of this Agreement, provide SVCE, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the SVCE Data in the format specified by SVCE. Further, Service Provider shall certify to SVCE the destruction of any SVCE Data within the possession or control of Service Provider, in accordance with Section 13.5, but such destruction shall occur only after the SVCE Data has been returned to SVCE. This Section shall survive the termination of this Agreement.

8.5 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than three percent (3%) on an annualized per-user basis.

9. Transition Services. Service Provider will provide to SVCE and/or to the service provider selected by SVCE ("Successor Service Provider") assistance reasonably requested by SVCE to effect the orderly transition of

the Services, in whole or in part, to SVCE or to Successor Service Provider ("Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to SVCE or Successor Service Provider; (b) if required, transferring the SVCE Data to Successor Service Provider; (c) using commercially reasonable efforts to assist SVCE in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to SVCE, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

10. Fees; Billing. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by SVCE of an invoice from Service Provider.

10.1 Billing Procedures. Service Provider shall bill to SVCE the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) SVCE's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in hardcopy format to [SVCE Accounts Payable Address].

10.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that SVCE is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

10.3 Credits. Any amounts due to SVCE, such as a Performance Credit, from Service Provider may be applied by SVCE, at the sole election of SVCE, against any current or future fees due to Service Provider. Any such amounts that are not so applied by SVCE shall be paid to SVCE by Service Provider within thirty (30) calendar days following SVCE's request. This Section shall survive the termination of this Agreement.

10.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the SVCE.

10.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, SVCE in a format that will permit audit by SVCE for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement. For the term of this Agreement, upon SVCE's written request, Service Provider shall provide SVCE with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles).

10.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to SVCE by Service Provider, SVCE is entitled to disclose to a third-party this Agreement, and any other data pertaining to fees paid or payable by SVCE to Service Provider.

10.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) SVCE is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

11. Representations and Warranties.

11.1 Mutual. SVCE and Service Provider represent and warrant that:

11.1.1 it is a public entity or business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

11.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

11.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

11.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

11.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.2 By Service Provider. Service Provider represents and warrants that:

11.2.1 it is in the business of providing the Services;

11.2.2 the Services are fit for the ordinary purposes for which they will be used;

11.2.3 it is possessed of superior knowledge with respect to the Services;

11.2.4 it acknowledges that SVCE is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to SVCE;

11.2.5 it knows the particular purpose for which the Services are required by SVCE;

11.2.6 it is the lawful licensee or owner of the Services (excluding any SVCE Data therein) and has all the necessary rights in the Services to grant the use of the Services to SVCE;

11.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

11.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;

11.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;

11.2.10 it will use its best efforts to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into SVCE's computing and network environment by the Services, and that, where it transfers a Virus to SVCE through the Services, it shall reimburse SVCE the actual cost incurred by SVCE to remove or recover from the Virus, including the costs of persons employed by SVCE to perform such services;

11.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of SVCE Data will result from such items if present in the Services;

11.2.12 in the case of SVCE's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of SVCE Data; and,

11.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

12. SVCE Data.

12.1 Ownership. SVCE's data ("SVCE Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) SVCE's and/or SVCE employees' data collected, accessed, used, processed, stored, or generated as the result of the SVCE's use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where subject to a third party's intellectual property rights, all SVCE Data is and shall remain the sole and exclusive property of SVCE and all right, title, and interest in the same belongs to SVCE. This Section shall survive the termination of this Agreement.

12.2 Service Provider Use of SVCE Data. Service Provider is provided a limited license to access SVCE Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display SVCE Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain SVCE Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose SVCE Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to SVCE Data only to those employees of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available SVCE Data for Service Provider's own purposes or for the benefit of anyone other than SVCE without SVCE's prior written consent. This Section shall survive the termination of this Agreement.

12.3 Access to, and Extraction of SVCE Data. SVCE shall have full and complete access to, and ability to download, its SVCE Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of SVCE's request, provide SVCE, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the SVCE Data in the format specified by SVCE. In the event SVCE gives Service Provider written notice of a "litigation hold" or request under the California Public Records Act

(Gov. Code § 7920.000 *et seq*., "Public Records Act")., then as to all data identified in such notice or request, Service Provider shall, at no additional cost to SVCE, isolate and preserve all such data pending receipt of further direction from the SVCE.

12.4 Backup and Recovery of SVCE Data. As a part of the Services, Service Provider is responsible for maintaining a backup of SVCE Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of SVCE Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of SVCE Data in an off-site (but within the continental United States) "hardened" facility no less than daily, maintaining the security of SVCE Data, the security requirements of which are further described herein. Any backups of SVCE Data shall not be considered in calculating storage used by SVCE.

12.5 Loss or Unauthorized Access to Data. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of SVCE Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of SVCE Data, Service Provider shall, as applicable: (a) notify SVCE as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with SVCE in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by SVCE; (c) in the case of PII, at SVCE's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse SVCE for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Service Provider's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless SVCE for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from SVCE in connection with the occurrence; (g) be responsible for recreating lost SVCE Data in the manner and on the schedule set by SVCE without charge to SVCE; (h) provide to SVCE a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence and (i) upon conclusion of the occurrence, or at SVCE's request, provide to SVCE a comprehensive summary of the occurrence, including reason for occurrence, details of occurrence, how occurrence was addressed and any other information required by SVCE, which shall be executed by Service Provider and may be relied upon by SVCE as a true and accurate account of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

13. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

13.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. Except for electric and gas usage information provided to Service Provider pursuant to this Agreement, the term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, SVCE Data shall be deemed to be Confidential Information.

13.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

13.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. It is understood that SVCE is subject to the Public Records Act . If a request under the California Public Records Act is made to view Service Provider's Confidential Information, SVCE shall notify Service Provider of the request and the date that such records will be released to the requester unless Service Provider obtains a court order enjoining that disclosure. If Service Provider fails to obtain a court order enjoining that disclosure, SVCE will release the requested information on the date specified.

13.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of SVCE, at the sole election of SVCE, the immediate termination, without liability to SVCE, of this Agreement.

13.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or an Exhibit A, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return SVCE Data to SVCE following the timeframe and procedure described further in this Agreement. Should Service Provider or SVCE determine that the return of any SVCE Data or non-SVCE Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or other standard acceptable to the SVCE, and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

14. Data Privacy and Information Security.

14.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to SVCE of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the SVCE Data; (b) protect against any anticipated threats or hazards to the security or integrity of the SVCE Data; (c) protect against unauthorized disclosure, access to, or use of the SVCE Data; (d) ensure the proper disposal of SVCE Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect SVCE Data be less stringent than the safeguards used by Service Provider for its own data.

If the Services include handling credit card information, then the Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the SVCE, and for any impact on the security of SVCE's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the Services.

14.2 Audit by Service Provider. No less than annually, Service Provider shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to SVCE. The required audit shall be a SOC Type II (or successor standard) compliant audit, and Service Provider shall provide the audit findings in the form of a SOC Type II (or successor standard) report.

14.3 Right of Audit by SVCE. Without limiting any other audit rights of SVCE, SVCE shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice, SVCE, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's data privacy and information security program. In lieu of an on-site audit, upon request by SVCE, Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by SVCE regarding Service Provider's data privacy and information security program.

14.4 Audit Findings. Service Provider shall implement any required safeguards as identified by SVCE or by any audit of Service Provider's data privacy and information security program.

14.5 Pattern of Violations. It shall be considered a material breach of this Agreement if Service Provider engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Service Provider understands that if SVCE finds that Service Provider is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement SVCE shall promptly cease all disclosures of Confidential Information to Service Provider. Service Provider further understands that if SVCE receives a customer complaint about Service Provider's misuse of data or other violation of the Disclosure Provisions, SVCE shall promptly cease disclosing that customer's information to Service Provider and shall notify the California Public Utilities Commission ("CPUC")of the complaint.

14.6 CPUC Compliance. Service Provider shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.

14.7 Injunction, Specific Performance or Such Other Relief. Service Provider acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SVCE and/or SVCE Customers, the amount of which may be difficult to assess. Accordingly, Service Provider hereby confirms that the SVCE shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Service Provider or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SVCE, in law or equity.

14.8 SVCE's Right to Termination for Deficiencies. SVCE reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if SVCE reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.

15. Proprietary Rights.

15.1 Pre-existing Materials. SVCE acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

15.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

15.3 The provisions of this Section shall survive the termination of this Agreement.

16. Indemnification; Limitation of Liability; Insurance.

16.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless SVCE and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any destruction, or unauthorized access, use, or theft of SVCE Data (collectively, "cyber theft") or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the sole negligence or willful misconduct of an Indemnitee.

16.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that SVCE is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for SVCE the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by SVCE; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to SVCE any prepaid fees and the full cost associated with any Transition Services.

16.3 Indemnification Procedures. Promptly after receipt by SVCE of a threat, notice, or filing of any Claim against an Indemnitee, SVCE shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and SVCE shall not independently defend or respond to a Claim; provided, however, that: (a) SVCE may defend or respond to a Claim, at Service Provider's expense, if SVCE's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) SVCE shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, SVCE shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse SVCE for all reasonable out-of-pocket costs incurred by SVCE (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

16.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.

16.5 Insurance. Unless otherwise approved in writing by SVCE's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); cyber liability ($5,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of SVCE Data; (ii) data breach including theft, destruction, and/or unauthorized use of SVCE Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of SVCE Data; and professional liability ($1,000,000 per occurrence, $1,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the SVCE's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, cyber, and excess liability policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without right of contribution from any Indemnitee, and Service Provider waives all rights of subrogation with respect to said policies. Such policies shall require that SVCE be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. SVCE shall have the right to request an adjustment of the limits of liability for commercial general, cyber, and excess liability, and/or professional liability insurance as Service Provider's exposure to SVCE increases. Service Provider shall provide SVCE with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide SVCE with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

17. General.

17.1 Relationship between SVCE and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for SVCE or in any way to bind or to commit SVCE to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of SVCE. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of SVCE. In recognition of Service Provider's status as an independent contractor, SVCE shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. SVCE shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of SVCE.

17.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Santa Clara, State of California, in all questions and controversies arising out of this Agreement.

17.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

17.4 Compliance with Laws; SVCE Policies and Procedures. Service Provider agrees to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with SVCE policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

17.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any SVCE supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to SVCE, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

17.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of

SVCE Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for SVCE to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to SVCE upon SVCE's request. The Business Continuity Plan shall include: (a) Services and SVCE Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to SVCE upon SVCE's request.

17.7 Advertising and Publicity. Service Provider shall not refer to SVCE directly or indirectly in any advertisement, news release, or publication, or use any SVCE logo, seal or mark, without prior written approval from SVCE.

17.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

17.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

17.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of SVCE. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. SVCE, at SVCE's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of SVCE's business.

17.11 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

17.12 Counterparts; Facsimile/PDF/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

17.13 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between SVCE and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

17.14 Cumulative Remedies. All rights and remedies of SVCE herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

17.15 No Recourse against Constituent Members of Authority. SVCE is organized as a Joint Powers SVCE 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. SVCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Service Provider shall have no rights and shall not make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.

17.16 Non-Discrimination. In the performance of this Agreement, Service Provider, and any subcontractor of Service Provider shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Service Provider shall have responsibility for compliance with this Section.

17.17 Conflict Of Interest. Service Provider warrants that it, its officers, employees, associates and subcontractors, presently have 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, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Service Provider and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Service Provider's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Service Provider may perform similar services for other clients, but Service Provider and its officers, employees, associates and subcontractors shall not, without the SVCE Representative's prior written approval, perform work for another person or entity for whom Service Provider is not currently performing work that would require Service Provider or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Service Provider shall incorporate a clause substantially similar to this Section into any subcontract that Service Provider executes in connection with the performance of this Agreement. Service Provider understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Service Provider to make certain governmental decisions or serve in a staff SVCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

17.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.19 Final Payment Acceptance Constitutes Release. The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of SVCE from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of SVCE's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by SVCE shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by SVCE for any defect or error in the work prepared by Service Provider, its employees, subcontractors and agents.

17.20 SVCE's Rights to Employ Other Consultants. SVCE reserves the right to employ other consultants in connection with the subject matter of the Services.

17.21 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.

17.22 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.

17.23 Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Service Provider's proposal, the provisions of this Agreement shall control.

17.24 Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

Executed on the dates set forth below by the undersigned authorized representative of SVCE and Service Provider to be effective as of the Effective Date.

RECOMMENDED FOR APPROVAL

____
Enter Your Name, Enter Your Title

APPROVED AS TO FORM

____

SILICON VALLEY CLEAN ENERGY (SVCE)
By:
Name:
Title:
Date:

Address for Notice:

[SERVICE PROVIDER NAME] (SERVICE PROVIDER)
By:
Name:
Title:
Date:

Address for Notice:

EXHIBIT A

STATEMENT OF SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENT

This Exhibit A - Statement of Services and Service Level Agreement shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **SILICON VALLEY CLEAN ENERGY** ("SVCE") and **[SERVICE PROVIDER NAME]** ("Service Provider") dated [Effective Date], ("Agreement"). In the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description. [Enter a detailed description of the Services that will be provided. As appropriate, documents describing the Services can be "attached hereto and incorporated herein."]

Start Date and End Date. These dates represent the Initial Term of this Agreement. [Indicate the Start Date and End Date of the Services. If the Services are not required until after Customization / Integration Services, Training Services, etc. are completed, be sure to indicate that the Start Date for the Services may be later than the Start Date for, for example, the Customization / Integration Services.]

Authorized Users and Services Fees. [Indicate the initial number of Authorized Users and rates. Additionally, describe "tiers" or numbers and corresponding rates to purchase additional Authorized Users. Be clear as to the type of pricing model; for example, scalable pricing, module pricing, per seat pricing, usage-based pricing. This Agreement assumes a scalable and elastic per-user pricing model. Also include the billing frequency, such as monthly, quarterly, or annually.]

Storage Threshold(s). [Describe the initial data storage provided by the Service Provider and any additional "tiers" of storage.]

Storage Fees. [Describe Storage Fees, if any, for the initial data storage provided by the Service Provider as well as for any additional "tiers" of storage.]

Technical Support Description. [Modify this section as necessary. The Following Technical Description is a template for starting and can be modified or removed depending on the vendor agreement.

Service Provider will provide to SVCE telephone and email support ("Technical Support") twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Service Provider.

a) Request for Technical Support. Authorized Users will make Technical Support requests by calling or emailing Service Provider's Technical Support staff or by submitting a request via Service Provider's customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.

b) Problem Severity Levels 1 and 2 Response and Resolution**.** For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Service Provider will: (a) immediately escalate the request to Service Provider's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every [Time Duration], provide increasing levels of technical expertise and Service Provider management involvement in finding a solution to the request until it has been resolved.

c) Problem Severity Levels 3 and 4 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Service Provider will work continuously to resolve the request; or, (b) requestor and Service Provider will mutually agree upon a schedule within which to resolve the request.

<u>Technical Support Problem Severity Levels</u>

a) <u>Problem Severity Level 1</u>.

   1) <u>Description</u>. This Problem Severity Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all of part of SVCE Data; or, (c) loss or corruption of all or part of SVCE Data.

   2) <u>Request Response Time</u>. 30 minutes.

   3) <u>Request Resolution Time</u>. 2 hours.

b) <u>Problem Severity Level 2</u>.

   1) <u>Description</u>. This Problem Severity Level is associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.

   2) <u>Request Response Time</u>. 1 hour.

   3) <u>Request Resolution Time</u>. 4 hours.

c) <u>Problem Severity Level 3</u>.

   1) <u>Description</u>. This Problem Severity Level is associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.

   2) <u>Request Response Time</u>. 8 hours.

   3) <u>Request Resolution Time</u>. 24 hours.

d) <u>Problem Severity Level 4</u>.

   1) <u>Description</u>. This Problem Severity Level is associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.

   2) <u>Request Response Time</u>. 8 hours.

   3) <u>Request Resolution Time</u>. 48 hours.

<u>Customization / Integration Services</u>. [Describe all Customization / Integration Services, if any, to be provided by the Service Provider to enable production use of the Services.]

<u>Training Services</u>. [Describe all Training Services, if any, to be provided by the Service Provider. Include any type of training or method of delivery, including documentation or other materials, web- or computer-based, instructor-led, train-the-trainer, etc.]

<u>Service Levels</u>.

a) Availability Service Level.

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

(b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: [Day(s) and Time(s)].

(c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.

3) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

4) Performance Credit.

(a) Where Percentage Uptime is greater than 99.98%, no Performance Credit will be due to SVCE.

(b) Where Percentage Uptime is equal to or less than 99.98%, SVCE shall be due a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

5) Example Calculation.

(a) Assuming reporting month is February 2012 (41,760 minutes).

(b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).

(c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).

(d) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: (40,000 / 40,800) *100 = 98.04%.

(e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.

(f) The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 10% of the Services Fees as a Performance Credit.

b) Services Response Time Service Level.

1) Definition(s).

(a) "Response Time" shall mean the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the

Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

(b) "Total Transactions" shall mean the total of Transactions occurring in the reporting month.

(c) "Transaction" or "Transactions" shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

2) Service Level Standard. Transactions will have a Response Time of 1 second or less 100% of the time each reporting month during the periods for which the Services are available.

3) Calculation. ((Total Transactions – Total Transactions failing Standard) / Total Transactions) * 100 = Percentage Response Time (as calculated by rounding to the second decimal point).

4) Performance Credit.

(a) Where Percentage Response Time is greater than 95.00%, no Performance Credit will be due to SVCE.

(b) Where Percentage Response Time is equal to or less than 95.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

5) Example Calculation.

(a) Total Transactions during the reporting month equal 42,078.

(b) Total Transactions failing the Standard of 100% equal 2,163.

(c) Percentage Response Time is calculated as follows: ((42,078 – 2,163) / 42,078) * 100 = 94.86%

(d) The threshold of 95.01% less the Percentage Response Time of 94.86% = .15%. The difference is less than a 1% reduction; therefore, SVCE is not due a Performance Credit.

c) Technical Support Problem Response Service Level.

1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. Problems shall be confirmed as received by Service Provider 100% of the time each reporting month, in accordance with the Request Response Time associated with the Problem Severity Level.

3) Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Response is greater than 99.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 99.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Response is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of .5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

5) Example Calculation (Using Problem Severity Level 1 – 2).

(a) Total Problems during the reporting month equal 68.

(b) Total Problems failing the Standard of 100% equal 3.

(c) Percentage Problem Response is calculated as follows: ((68 – 3) / 68) * 100 = 95.59%

(d) The threshold of 99.01% less the Percentage Problem Response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, SVCE is due 3% of the Services Fees as a Performance Credit.

d) Technical Support Problem Resolution Service Level.

1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. Problems shall be resolved by Service Provider 100% of the time each reporting month, in accordance with the Request Resolution Time associated with the Problem Severity Level.

3) Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Resolution (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Resolution is greater than 99.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 99.00%, SVCE shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Resolution is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

5) Example Calculation (Using Problem Severity Level 3 – 4).

(a) Total Problems during the reporting month equal 17.

(b) Total Problems failing the Standard of 100% equal 2.

(c) Percentage Problem Resolution is calculated as follows: ((17 – 2) / 17) * 100 = 88.24%

(d) The threshold of 90.01% less the Percentage Problem Resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 1% of the Services Fees as a Performance Credit.

APPENDIX B: Standard Consulting Agreement

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 ("Agreement"), is entered into 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.). (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

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:

TERM

The term of this Agreement shall commence on the Effective Date, which shall be the date that this agreement is fully executed, and shall terminate on ENTER DATE, unless terminated earlier as set forth herein

.

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.

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.

TIME IS OF THE ESSENCE

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

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 under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

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. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

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. Consultant 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.

NON-DISCRIMINATION

In the performance of this Agreement, Consultant, and any subconsultant under the Consultant, shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

HOLD HARMLESS AND INDEMNIFICATION

A. General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. Intellectual Property Indemnification. Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. 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.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the

Liability.

D. Consultant's indemnifications and obligations under this section shall survive the expiration 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, its officers, employees, associates and subcontractors, presently have 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, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant 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.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

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 ("Authority Representative") 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. (Consultant Representative") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq*.). If a request under the California Public Records Act is made to view any documents Consultant provided to Authority, Authority shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

D. In the event Authority gives Consultant written notice of a "litigation hold" or request under the Public Records Act, then as to all data identified in such notice or request, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

E. Consultant agrees to comply with the confidentiality and data protection provisions set forth in Exhibit "E," attached hereto and incorporated herein by this reference.

F. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

NOTICES TO AUTHORITY:
298 S. Sunnyvale Ave.
Sunnyvale CA 94086
Attention: Chief Executive Officer

INVOICES TO AUTHORITY:
invoices@svcleanenergy.org

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 determined by the Authority but 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 Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative 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.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, 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. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq*. Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

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.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

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: Monica Padilla
Title: Chief Executive Officer
Date: __________________________

APPROVED AS TO FORM:

____
Counsel for Authority

ATTEST:

____
Authority Clerk

Exhibit A
Scope of Services

Click here to enter text.

Exhibit B
Schedule of Performance

Click here to enter text.

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

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

Exhibit C
Compensation

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

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

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

Rates

Personnel	**Title**	**Hourly**

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). Authority shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. Authority does not pay interest on past due amounts.

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 Representative prior to commencement of any additional services. Consultant shall submit, at the Authority Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

[Review insurance coverage and amounts to confirm they are appropriate for each scope of service]

Exhibit D
Insurance Requirements and Proof of Insurance

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) **Privacy and Cybersecurity Liability** ***[May be reduced or eliminated based on scope of services]***
Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least $5,000,000 US per occurrence.

Exhibit E

Confidentiality and Data Security Requirements

Subject to the terms and conditions of the Agreement, current proprietary and confidential information of Authority regarding customers of Authority ("Authority Customers") and/or other confidential information (collectively "Confidential Information") may be disclosed to Consultant from time to time in connection herewith solely for the purposes set forth in the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:

1. The Confidential Information disclosed to Consultant in connection herewith may include, without limitation, the following information about Authority Customers: (a) names; (b) addresses; (c) telephone numbers and email addresses; (d) service agreement numbers and account numbers; (e) meter and other identification numbers; (f) Authority-designated account numbers; (g) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption, HP load, and other data detailing electricity or gas needs and patterns of usage); (h) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (i) payment / deposit status; (j) number of units; and (k) other similar information specific to Authority Customers individually or in the aggregate. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by Authority, regardless of the form of media in which it is prepared, recorded or retained.

2. Except for electric and gas usage information provided to Consultant pursuant to this Agreement, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.

3. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth in the Agreement.

4. Consultant shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in the Agreement. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of Consultant who have a "need to know" such Confidential Information in the course of their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any

Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. Consultant shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not Consultant's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with Authority. Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing, maintaining, and providing a written description to Authority of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the Authority's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Data be less stringent than the safeguards used by Consultant for its own data. If the services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the Authority, and for any impact on the security of Authority's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the services. No less than annually, Consultant shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Authority. The required audit shall be a SOC II Type II (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of a SOC II Type II (or successor standard) report.

5. Notwithstanding the above, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies Authority immediately upon receipt thereof to allow Authority to seek protective treatment for such Confidential Information.

6. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of the Authority's Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of the Data, Consultant shall, as applicable: (a) notify Authority as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Authority in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Authority; (c) in the case of Confidential Information, at Authority's sole

election, (i) notify the affected individuals who comprise the Confidential Information as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of becoming aware of the occurrence; or, (ii) reimburse Authority for any costs in notifying the affected individuals; (d) in the case of Confidential Information, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Confidential Information for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Consultant's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Authority for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Authority in connection with the occurrence; (g) be responsible for recreating lost Data in the manner and on the schedule set by Authority without charge to Authority; (h) provide to Authority a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence and (i) upon conclusion of the occurrence, or at Authority's request, provide to Authority a comprehensive summary of the occurrence, including reason for occurrence, details of occurrence, how occurrence was addressed and any other information required by Authority, which shall be executed by Consultant and may be relied upon by Authority as a true and accurate account of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Consultant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Consultant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Consultant. This Section shall survive the termination of this Agreement.

7. It shall be considered a material breach of this Agreement if Consultant engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Consultant understands that if Authority finds that Consultant is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement Authority shall promptly cease all disclosures of Confidential Information to Consultant. Consultant further understands that if Authority receives a customer complaint about Consultant's misuse of data or other violation of the Disclosure Provisions, Authority shall promptly cease disclosing that customer's information to Consultant and shall notify the California Public Utilities Commission of the complaint.

8. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or

prevent any actions by Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the Consultant's compliance with the terms of this Agreement.

9. Consultant shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.

10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of Authority's written request, and at Authority's option, Consultant will either return to Authority all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Authority with written certification that all such tangible Confidential Information of Authority has been destroyed.

11. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.

12. In addition to all other remedies, Consultant shall indemnify and hold harmless Authority, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Consultant and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

13. When Consultant fully performs the purposes set forth in the Agreement, or if at any time Consultant ceases performance or Authority requires Consultant cease performance of the purposes set forth in the Agreement, Consultant shall promptly return or destroy (with written notice to Authority itemizing the materials destroyed) all Confidential Information then in its possession at the direction of Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

APPENDIX C: CCA PRODUCT TYPES

The following product types represent the standard instruments transacted by California Community Choice Aggregators. Bidders should indicate which product types their system supports natively, which require configuration, and which are not supported. Congestion Revenue Rights (CRR) product types are addressed in Scope 3/8 and are not repeated here.

Energy Products:

- Day-Ahead Energy (NP-15 Hub)
- Real-Time Energy (NP-15 Hub)
- Bilateral Fixed-Price Energy (On-Peak)
- Bilateral Fixed-Price Energy (Off-Peak)
- Bilateral Index Energy
- Bilateral Heat Rate Energy
- Shaped Energy Products
- Tolling Agreements
- Inter-Scheduling Coordinator Trades (ISTs)
- Exchange-Traded Energy Futures
- Exchange-Traded Energy Options*
- Energy Swaps*

PPA Products:

- Solar PPA (As-Generated)
- Wind PPA (As-Generated)
- Solar + Storage PPA (Paired)
- Geothermal PPA
- Small Hydro PPA
- Biomass/Biogas PPA
- Long-Duration Storage PPA

Resource Adequacy:

- System RA (Monthly)
- Local RA (Monthly)
- Flex RA (Monthly)
- Slice-of-Day RA (24 Hourly Slices)
- Multi-Year RA Forward
- RA with Energy (Bundled)

Battery Energy Storage (BESS):

- Standalone BESS Contract
- Tolling Agreement (BESS)
- BESS Capacity Contract

RECs & Clean Energy Attributes:

- PCC1 RECs (Bundled California RPS)

- PCC2 RECs (Firmed-and-Shaped)
- PCC3 RECs (Unbundled)
- 24/7 Carbon-Free Energy (CFE) Tracking
- GHG-Free Energy Certificates

Carbon Instruments:

- California Carbon Allowances (CCAs)
- Carbon Offset Credits (ARB-approved)
- Cap-and-Invest Allowance Vintage Tracking

APPENDIX D: REQUIRED DATA EXPORTS (RADAR INTEGRATION FIELDS)

The following field lists define the minimum required data elements for automated export to SVCE's RADaR data warehouse (GCP/BigQuery). All exports will be available via REST API in JSON format with hourly synchronization capability. The fields apply to the Scope 3 ETRM software scope; CRR transactions, awards, positions, settlements, valuations, collateral, and exposure are exported through the same integration, with additional fields as needed to preserve bid-level and path-level traceability.

As a reminder, per Scope 1, every Bidder proposing software under any Scope will enumerate, as separate line items in its cost proposal, the cost and timeline to establish this RADaR connectivity via REST API or another secure automated cloud data transfer protocol, including the transfer method, authentication approach, achievable sync frequency, one-time and ongoing integration costs, and the elapsed time from contract execution to production data flow.

Deal/Transaction Data:

- Deal ID
- Deal Type
- Product Type
- Buy/Sell Indicator
- Counterparty ID
- Contract ID
- Deal Status
- Trade Date
- Effective Date
- Termination Date
- Delivery Start
- Delivery End
- Volume (MW)
- Volume (MWh)
- Price
- Price Type (Fixed/Index/Formula)
- Pricing Node/Hub
- Broker (if applicable)

- Trader ID
- Approval Status
- Last Modified Date
- Last Modified By

Generation Profile Data:
- Deal ID
- Profile Type (Contracted/Forecast/Actual)
- Interval Start (UTC)
- Interval End (UTC)
- Interval Duration (minutes)
- Generation Volume (MWh)
- Curtailment Volume (MWh)
- Availability Factor (%)
- Capacity Factor (%)

Counterparty Data:
- Counterparty ID
- Legal Name
- Short Name
- Credit Rating (Moody's)
- Credit Rating (S&P)
- Credit Rating (Fitch)
- Credit Limit
- Current Exposure (MTM)
- PFE
- Available Credit
- Master Agreement Type
- Master Agreement Date
- Parent Company
- Contact Name
- Contact Email

Location & CAISO Data:
- Resource ID
- CAISO Resource Name
- Pricing Node
- Scheduling Point
- Loss Factor
- TAC Area
- Local Area
- Sub-LAP
- Interconnection Point

- Meter ID

Settlement Data:
- Settlement ID
- Settlement Type (CAISO/PPA/Trade/Counterparty/CRR)
- Deal ID
- Settlement Period Start
- Settlement Period End
- Billed Volume (MWh)
- Billed Amount ($)
- Expected Volume (MWh)
- Expected Amount ($)
- Variance Volume
- Variance Amount
- Settlement Status
- Invoice Number
- Payment Due Date

Credit Exposure Data:
- Counterparty ID
- Calculation Date
- MTM Exposure ($)
- PFE ($)
- Total Exposure ($)
- Credit Limit ($)
- Available Credit ($)
- Margin Posted ($)
- Margin Required ($)
- Credit Rating
- Rating Date

APPENDIX E: COMPLIANCE REPORTING CALENDAR

The following calendar summarizes the regulatory compliance reporting obligations that this RFP's scope will need to support. Bidders should provide configurable alerts, automated data extraction, and report generation capabilities for each obligation relevant to their proposed Scopes(s).

Monthly:
- Resource Adequacy showings (System, Local, Flex, Slice-of-Day) [Scope 3]
    - Due 45 days before delivery month
- CAISO supply plan submissions [Scope 3]

    - Monthly
- CRR monthly auction awards [Scope 6]
    - Per CAISO auction schedule

Quarterly:
- RPS compliance progress reporting [Scope 3]
    - Quarterly internal tracking
- CPUC financial monitoring report (per Decision 24-04-009) [Scope 3]
    - Quarterly
- Carbon allowance position and compliance tracking [Scope 3]
    - Quarterly internal review

Biannual:
- RPS Plan reports (draft and final) [Scope 3]
    - CPUC
- PCIA RPS data request [Scope 3]
    - CPUC (by August 1)

Annual:
- RPS annual compliance filing [Scope 3]
    - CPUC
- Power Source Disclosure report [Scope 3]
    - CEC (by June 1)
- CARB emissions reporting and allowance surrender [Scope 3]
    - Annual
- CPUC annual financial report [Scope 3]
    - CPUC
- FERC Electric Quarterly Report (EQR) [Scope 3]
    - Semi-annual (filed quarterly, reportable semi-annually)
- CRR annual auction awards [Scope 6]
    - Per CAISO auction schedule

Biennial:
- Integrated Resource Plan (IRP) [Scope 5]
    - Per the schedule established in the applicable CPUC IRP ruling or decision

Ad-Hoc:
- Advice letters to CPUC [Scope 3]
    - As needed
- CAISO settlement disputes [Scope 3, Scope 6]
    - As needed
- Credit breach notifications [Scope 3, Scope 6]

As triggered

APPENDIX F: Daily/Weekly Portfolio Risk Management Report Required Variables

- Gross Hedge Revenue ($)
- Basis Cost for Retail Volume ($)
- Battery Charging (MWh)
- Battery Charging Cost ($)
- Total Battery Cost ($)
- Battery Discharging (MWh)
- Battery Fixed Costs ($/kW-Month)
- Battery Losses (MWh)
- Battery Net Charging & Discharging (MWh)
- Battery Discharging Revenue ($)
- Battery State of Charge (MWh)
- PCIA Revenue Reduction ($)
- Capacity Factor (%)
- Total Load Cost Obligation ($)
- Cost of Supply ($)
- Retail Customer Load (Meter), (MWh)
- Export Flow (MWh)
- Total Market Cost to Supply Load for Energy ($)
- Forward Price ($/unit)
- Fuel Cost ($)
- Gas Fuel Cost ($)
- Delivered Gas Cost ($)
- Natural Gas Price ($/MMBtu)
- Thermal Generation Costs ($)
- Thermal Generation Fixed Costs ($)
- Loss Adjusted Load (MWh)
- GHG Free Cost Reporting for Load ($)
- GHG Free Credit (MWh)
- GHG Value ($)
- Gross Revenue, ($)
- Gross Hedge Costs ($)
- Runtime (Hours)
- ISO Charges for Load ($)
- Main Market Price ($/Unit)
- Market Price ($/Unit)
- Net Gas Position (MMBtu)
- Net obligation in MWH for GHG (MWh)
- Net Position (MWh)
- Net Position using customer load manager (MWh)
- Net Revenue ($)

- PFE MTM Value ($)
- PFE MTM Max ($)
- Position Quantity
- RA Cost Reporting for Load
- RA Volume
- RA Value
- RPS Cost Reporting for Load
- RPS Type 1
- RPS Type 1 Value
- Total Cost of Supply
- Total Cost of Supply CLM
- Total Cost
- Total Fuel Cost
- Total Hours in period
- Retail Losses and Wholesale Losses
- Load Losses
- VOM Costs
- Wind Cost
- Generation - Wind
- Gross Wind Revenue
- Wind VOM Costs
- Wind VOM Cost PMW