



**REQUEST FOR PROPOSALS**

**FOR**

**Electrification Concierge Services Consultant**

**RFP Release Date: April 6, 2023**

**RFP Submittal Deadline: May 8, 2023 at 5PM Pacific Time**

# 1 Contents

2	Silicon Valley Clean Energy Overview.....	3
3	RFP Overview.....	3
4	RFP Tentative Timeline .....	4
5	Proposal Submittal .....	5
6	Review and Selection Process.....	10
7	Agreement Terms .....	11
8	Inclusion of Non-Participating Agencies.....	11
9	California Public Records Act .....	12
10	Ex Parte Communication .....	12
11	Insurance Requirements.....	12
12	Conflict of Interest/Statement of Non-Collusion .....	13
13	Addenda.....	13
14	Certifications .....	13
15	Rights of SVCE.....	14
16	High Level Scope of Work .....	14
	Appendix A.....	28

## 2 Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (“SVCE”), a Community Choice Energy agency (“CCA”), is redefining the local electricity market and providing our residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following thirteen communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and Unincorporated Santa Clara County. 97% of electricity customers in SVCE’s service area receive their electricity from SVCE. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

## 3 RFP Overview

With this request for proposals (“RFP”), SVCE seeks information about the experience and qualifications of your organization (“Proposer”) to provide implementation and ongoing support as described in this RFP’s scope of work. Proposers should provide one proposal in response to this RFP and indicate the Core Elements of the scope to which they are responding. Proposers are encouraged to apply for all Core Elements of the scope for which they are qualified. SVCE reserves the right to award work for different core elements to different Proposers, to not award work for one or more Core Elements, or to award work to no Proposers.

This RFP:

- Describes the scope of services sought by SVCE
- Outlines key dates and the proposed timeline
- Provides an opportunity for Proposers to describe their relevant qualifications and assets, and to explain how they could contribute to the scope of work
- Provides an opportunity for Proposers to identify any key topics or areas not identified in the RFP that would add substantial value to SVCE’s scope of work

## 4 RFP Tentative Timeline

This tentative schedule is provided for the convenience of 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.

Date	Event
April 6, 2023	RFP issued
April 17, 2023 from 11:00am-12:00pm PDT	Pre-proposal webinar (attendance recommended but not required)
April 24, 2023 at 5:00pm PDT	Deadline for questions and clarifications (see below)
April 27, 2023	Questions and responses posted online
May 8, 2023 at 5:00pm PDT	Deadline for Proposers to submit proposals
May 12, 2023	Selected Proposers invited to interview and respond to questions
May 23, 2023 between 9:00am-4:00pm	Interviews with selected Proposers
May 25, 2023	Anticipated date SVCE will notify awardees
May 26 – June 2, 2023	Finalize contract details and timeline
June 14, 2023	Contract finalized (to be sent to SVCE Board of Directors for approval) and work begins
August 28, 2023	Program design completion and launch of services

### Notes:

- Pre-Proposal Teleconference: A webinar will be held on April 17, 2023 at 11:00am PDT. Zoom Meeting Link: <https://svcleanenergy-org.zoom.us/j/82411615705?pwd=MWRjUkJjcVpyVER4ODV3eWNNb05NQOT09> Zoom Meeting ID: 824 1161 5705, Passcode: 890825. One tap mobile: +16692192599,,82411615705#,,,\*,890825# US (San Jose)
- Questions: Proposers may submit questions concerning the RFP to [solicitations@svcleanenergy.org](mailto: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 April 24, 2023 at 5:00pm PDT. SVCE shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by SVCE or its representatives.
- Proposal Review: SVCE may request clarifications of submitted proposals by email or phone. Prompt responses will be requested.
- Proposer Interviews: SVCE anticipates it will conduct in-person/webconference interviews of the selected Proposers on May 23 between 9:00am and 4:00pm.

## 5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to [solicitations@svcleanenergy.org](mailto:solicitations@svcleanenergy.org) with the subject "Proposal - <Organization> - Electrification Concierge Services Consultant".

### **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)
  - Provide an overview of the core elements of your proposed solution. Identify any highlights, key features and distinguishing points of the proposal.
3. Organization description and qualifications (4 pg. max)
  - Provide an overview of your organization. Include overall organizational structure, number of employees, legal structure and ownership. Provide in the appendix, 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 this RFP. Provide a brief bio for key staff that will work on this project and highlight their credentials. Attach full resumes of key staff in the appendix.
  - Provide a brief description of your primary business model(s) related to this RFP.
  - 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.
  - Please describe your specific experience and engagement in California and/or the SVCE territory.
  - Include information for all Proposers (and sub-consultants, if applicable) that are included in the proposal.
  - Provide a general description of Proposer's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the scope of services. If Proposer has defaulted on a contract, provide details of the default and the resolution. If the Proposer has not defaulted on a contract, please state that.
4. Proposed solution (10 pg. max)
  - Broadly describe a proposed solution to addressing the goals, providing the core elements, and achieving the desired customer journey and reach as described in the High Level Scope of Work in Section 16 of this RFP. If improvements can be made, the Proposer may recommend modifications as a part of their proposed solution.
  - Provide answers to these implementation questions to indicate a clear grasp of the intent of the Concierge service:
    - a. How will the Proposer ensure coordination across their team (and with their team of subcontractors, if applicable) to provide a "white glove" service? How will the Proposer provide a consistent point of contact between the Concierge and a given customer to ensure personalized assistance?
    - b. What will the staffing structure be, including the number of staff and skillset, to ensure service quality? How will hotline/web customers be referred to the different core service elements (technical assistance vs electrification plans, for example)? What services and response times can be expected for each element?

- c. Provide a potential customer journey map as a diagram or table. What are the expected choke points and how may these be addressed proactively?
- d. Should the Concierge online landing page be integrated into SVCE's existing website, or should it be a separate website (linked to from SVCE's website)?
- e. If SVCE and PCE territories are combined, should there be separate web pages hotlines for SVCE and PCE? Should there be separate staff running various components of the Concierge?
- f. Will Proposer use their own Customer Relationship Management (CRM) System, or does the Proposer have the capability to integrate with an existing system (SalesForce for PCE, still-to-be-determined for SVCE)?
- g. How will the Concierge integrate with existing third-party program administrators (external to SVCE) in a manner that provides the most convenient and seamless customer experience?
- h. What questions does the Proposer expect from the customers? Please provide a list. Include how Proposer proposes to route the question (hotline vs. technical assistance vs. routed to other program, etc.)
- i. What data sources are key to formulating the electrification plan and how does the Proposer plan on collecting the data? What information has the Proposer found must be included to ensure the plan is actionable for both customers and contractors? Please submit in an appendix an example plan tailored to a real or hypothetical customer.
- j. Describe the Proposer's potential to scale the Concierge service to additional customers. What scale can be achieved and what additional types of resources may be needed to meet that scale?
- k. Describe how the proposed approach could be expanded and customized to offer the Concierge service to other CCA customers.

5. Proposed work plan and schedule (3 pg. max; incl. a filled out table below for the schedule)
- Complete a Project Deliverables and Schedule table with dates filled out (see below). Possible Components proposed in the final (right) column may be modified by the Proposer. The Proposer is expected to propose a reasonable and achievable timeline for the project. Note that the contract award date (June 14, 2023) and the intended program launch date (August 28, 2023) are the bookends within which the timeline should be added.

### Project Deliverables and Schedule

Task #	Title	Timeline	Possible Components (to be edited by Proposer based on proposed approach)
Task 0	Finalize contract and scope	May 2023	<ul style="list-style-type: none"> <li>Resolve any contract exceptions noted in proposal</li> <li>Finalize Scope of Work for inclusion in contract</li> </ul>
Task 1	Project Management	June 2023 onwards	<ul style="list-style-type: none"> <li>Kickoff Meeting</li> <li>Bi-weekly check-in meetings</li> </ul>
Task 2	Develop Implementation Plan	TBD by Proposer	<ul style="list-style-type: none"> <li>Summary of advisory group feedback</li> <li>Final Implementation Plan</li> </ul>
Task 3	Integrate Concierge with Existing Program Administration Structure	TBD by Proposer	<ul style="list-style-type: none"> <li>5-6 meetings with existing program administrators (client team or external)</li> </ul>
Task 4	Develop User Interface and Utilize a Customer Relationship Management System	TBD by Proposer	<ul style="list-style-type: none"> <li>Live demo of the draft user interface (hotline + online) and CRM system</li> <li>Summary of user testing feedback</li> <li>Live demo of final user interface and CRM, with trained personnel</li> </ul>
Task 5	Train Concierge Personnel	TBD by Proposer	<ul style="list-style-type: none"> <li>Training Summary Report</li> </ul>
Task 6	Develop a Marketing and Communications Plan	TBD by Proposer	<ul style="list-style-type: none"> <li>Draft Marketing and Communications Plan</li> <li>Final Marketing and Communications Plan</li> </ul>
Task 7	Launch and Manage Concierge Services	August 28, 2023 onwards	<ul style="list-style-type: none"> <li>UI and CRM deployment on "go live" date</li> <li>Monthly reports summarizing customer interactions by each concierge element (monthly)</li> </ul>
Task 8	Integrate with Future Turnkey Installation Program	Expected Nov – Dec 2023	<ul style="list-style-type: none"> <li>Concierge to Turnkey Program Integration Plan</li> </ul>
Task 9	Evaluate Program Performance	Expected 2024	<ul style="list-style-type: none"> <li>Data reports provided to 3rd party EM+V consultant for program evaluation</li> </ul>
Task 10	Contingency Work	2023-2025	<ul style="list-style-type: none"> <li>Scale service delivery as needed for Concierge or customize current scope to future program offerings currently under development</li> </ul>

## 6. Cost proposal

- Submit a single cost proposal, including backup budgets for all subconsultants.
- **Include all costs** such as set up fees, license fees, etc.; and direct labor rates and estimated hours for named project resources if applicable; and subcontractor rates if applicable. Estimate other direct costs and reimbursable expenses, if any, and associated mark-up percentages, if any.
- **Include a breakdown of costs by Core Element.** Distinguish between one-time, flat fees vs. time and material cost structure as appropriate.
- Include a breakdown of costs by subconsultant within each task.
- Include any revenue share or cost reduction elements.
- Indicate any pricing adjustment if another CCA implements a similar solution. Indicate any additional costs associated with customer engagement.
- Be sure to separate costs associated with optional integration with SVCE systems and data (e.g., if Proposer chooses to use their own CRM vs. SVCE's CRM).
- SVCE seeks to understand from Proposers how many customers can be supported, **at the required level of quality and "white glove" support**, across different elements of the Concierge. Complete the following tables for a program with a 3-year term given the estimates for the first year participation numbers estimated by SVCE (see below). Given the level of uncertainty as to how many customers will contact the Concierge over time, time-and-materials or scaling approaches may be more appropriate than a fixed ongoing cost. Proposer should explain the pricing structure behind the dollars used to fill out the below tables.
- Include a contingency amount of an additional 15% of their cost proposal (see Task 10) to cover currently un-scoped costs (e.g., high volume of interactions, more labor needed to integrate with future turnkey program installation).

Set-up (one-time costs)					
Cost description (labor, etc.)				Cost (\$)	
Item 1					
Item 2					
...					
Contingency (Task 10)					
Total					
Operations (ongoing costs)					
Year	Concierge Admin Costs (\$/Year)	Concierge Core Element Costs (\$/Year)			
		Hotline/Web Interface	Incentives Layering	Technical Assistance	Electrification Plans
1					
2					
3					
Total					

Estimated Customer Interactions by Year				
Year	Hotline/Web Interface	Incentives Layering	Technical Assistance	Electrification Plans
<b>1</b>	1200	350	350	100
<b>2</b>				
<b>3</b>				



7. Confirmation of acceptance of contract terms or explanation of proposed contract modifications – see Section 7 of this RFP (as many pages as necessary)

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

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

- Indicate Proposer's willingness to extend the terms of resulting contracts to other similar entities.

9. Appendix

- Additional information.

## 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:

<b>Evaluation Criteria</b>	<b>Description</b>	<b>Max. Points</b>
<i>Meet Proposal Requirements</i>	<ul style="list-style-type: none"> <li>Proposer completed all required sections of the proposal and adhered to all page limits, included relevant attachments, and utilized provided templates where required</li> <li>Proposal is well written and formatted in a clear and easy to follow manner</li> <li>Proposer accepts SVCE's standard terms and conditions, with any stated exceptions</li> </ul>	5
<i>Proposed Approach</i>	<ul style="list-style-type: none"> <li>Understanding of SVCE's goals</li> <li>Demonstrated understanding of tasks to be performed by the concierge service, as outlined in Scope of Work</li> <li>Proposal demonstrates a well-thought-out and innovative approach towards Concierge services</li> <li>Articulated strategy is responsive and well-structured to support SVCE needs, while remaining flexible to collaboration with SVCE staff and customer advisory groups/user testers</li> <li>Proposal has strong focus on the customer journey and creating a seamless customer experience</li> <li>Proposal meets timeline requirements</li> </ul>	20
<i>Capability to Deliver High-Level Concierge Services (hotline, incentive layering &amp; program referrals)</i>	<ul style="list-style-type: none"> <li>Adequate resources to perform tasks listed in Scope of Work</li> <li>Experience serving customers in SVCE territory or in a similar demographic and geographic area</li> <li>Work plan and schedule demonstrates ability to complete tasks in a timely manner</li> <li>Ability to scale operations and adapt services, if necessary, should uptake exceed participation estimated in contract and to scale to the customer base to support local policy</li> <li>Proposer has robust CRM and experience integrating with CRM systems</li> <li>If applicable, identified key subcontractors and demonstrated ability to work collaboratively</li> </ul>	15
<i>Technical Assistance Service</i>	<ul style="list-style-type: none"> <li>Addresses needs outline in SOW, including power-efficient focus and understanding of SVCE-territory specific factors that impact electrification needs &amp; challenges</li> <li>Evidence that technical assistance communication can be adjusted to customer's comprehension level</li> </ul>	15
<i>Electrification Plan Service</i>	<ul style="list-style-type: none"> <li>Provides tailored plans, addressing panel capacity and considers current energy usage data</li> <li>Sufficiently detailed to be an actionable plan for customers and contractors</li> </ul>	15
<i>Organization and Staff Credentials</i>	<ul style="list-style-type: none"> <li>Demonstrated experience of the Proposer, including the capability and experience of key personnel, at providing residential customer-facing assistance services on programs and incentives, electrification technical assistance, and energy or electrification assessments</li> <li>References substantiate Proposer's relevant experience and ability to perform tasks outlined in Scope of Work</li> <li>Clear identification of staff and subcontractors, if applicable, and their roles on this project to support Concierge services</li> </ul>	10

	<ul style="list-style-type: none"> <li>History of Work with Agencies (SVCE and other similar entities)</li> </ul>	
<i>Diversity, Equity, and Inclusion</i>	<ul style="list-style-type: none"> <li>Proposal includes consideration for how program will have specialized resources for underserved customer segments, including income-qualified and renters</li> </ul>	15
<i>Cost</i>	<ul style="list-style-type: none"> <li>Complete cost proposal using template provided, filling out all relevant information</li> <li>Clear budget proposal, free of errors</li> </ul>	5
<i>TOTAL</i>		100

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 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.

## 8 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 CCAs. While this clause in no way commits these agencies to contract with SVCE's awarded consultant, nor does it guarantee any additional orders will result, it does allow other agencies, at their discretion, to make use of SVCE's competitive process (provided said process satisfies their own procurement guidelines) and enter into a contract directly with the awarded consultant. All contracts entered into by other agencies shall be understood to be transactions between that agency and the awarded consultant; SVCE shall not be responsible or liable in any manner for any such contracts.

## 9 California Public Records Act

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 7920.000 et seq. ("CPRA"). SVCE will not disclose any part of any proposal before it announces a recommendation for an award, on the grounds 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 "Proprietary," will be considered non-responsive and a public record in its entirety.

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

## 10 Ex Parte Communication

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

## 11 Insurance Requirements

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

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

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

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

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

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

## **13 Addenda**

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

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

## **14 Certifications**

The submission of a proposal shall be deemed a representation and certification by the Proposer that it:

- Has read, understands and agrees to the information and requirements set forth in this RFP.
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants SVCE permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency

## 15 Rights of SVCE

SVCE is not obligated to respond to any proposal submitted as part of the RFP. **SVCE at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of SVCE.** SVCE, in its sole discretion, reserves the right to select multiple Proposers or no Proposers at all, and/or reduce, change, or otherwise adjust the scope of work specified in this RFP. SVCE may at any time and for any reason decline to enter into a contract with any Proposer, terminate negotiations with any Proposer, or abandon the RFP. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Proposer's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. SVCE reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Proposers. There is no obligation to buy, to select a Proposer, or enter into a contract. The RFP, if awarded, will be in the judgement of SVCE the most responsive to the agency's needs. Each Proposer's costs related to the submission of a Proposal are entirely the responsibility of the Proposer, and SVCE shall have no responsibility or liability for such costs.

## 16 High Level Scope of Work

### A. Overview

#### Background

Addressing climate change is at the core of SVCE's mission. To that end, SVCE aims to offer customer programs to help residents and businesses reduce and eliminate carbon emissions. A key focus of such programs is to provide incentives and technical assistance for building electrification and transportation electrification.

To this end, SVCE is seeking a qualified consultant to provide a comprehensive, white-glove, customer-facing advisory service to their customers (hereafter referred to by the working title "Concierge"). The prime consultant is expected to convene a team of subconsultants (together referred to as "Proposer"), as needed, to ensure that there is the capacity to address the core elements at the required scale across the SVCE territory. SVCE is expecting to offer the Concierge service for at least 3 years.

The intent of the Concierge service is to help customers access the myriad programs and resources offered by SVCE and other entities as applicable to a given customer. A core component of the Concierge will be ensuring that all customers, and particularly those who are non-technical or those who face barriers in engaging with programs, have a positive customer experience from start to end – advice must be at the appropriate technical level, actionable, clear, and relevant. The Concierge will be responsible for making decarbonization and electrification as simple and easy as possible for the customer.

In addition, Peninsula Clean Energy (PCE), the CCA that serves San Mateo County and the City of Los Banos, will be a participant in SVCE's selection process for this RFP. PCE has similar scale, faces the same issues identified by SVCE, and is considering whether to establish similar services. At PCE's discretion, it may decide to "piggyback" on this selection process to separately contract with the provider selected by SVCE through this process.

Proposers are encouraged to consider how they would operate in both service territories and how the increased scale might help drive costs down. However, each agency will make its own evaluation and may customize the scope of work base on its own specific needs. The references to programs and systems in this RFP refer primarily to SVCE. PCE has many similar, but not identical, offerings.

In particular, the Concierge will need to interface with programs offered by SVCE (Table 3). Relevant existing and future programs for SVCE include:

- Existing: FutureFit Homes, eHub, GridShift, and more
- Future: single-family turnkey solutions, accessible finance offerings, and more

### Target Customer Audience

SVCE recognizes that incentives offered across various programs, alone, are not adequate to assist the varied needs of customers in electrifying homes and buildings. Most customers, even those motivated to electrify, face unanticipated awareness, logistical, technical, and economic barriers that may prevent them from ultimately making electric upgrades. Some customers may engage contractors directly to make upgrades, some may prefer to make the upgrades themselves, while some may not even know where to start to find a contractor or how to engage with one. Some customers may be more cost-sensitive, while others may be more focused on comfort. Some customers may be adept at doing their own research to understand the various incentives available, while others may be overwhelmed by the options and not know how to get the best price or even what resources are available. Table 1 illustrates the main potential customer types that may engage with the Concierge. To address the above-mentioned barriers, SVCE seeks a consultant to create and deploy a Concierge offering to further enhance support to customers looking to electrify their homes.

**Table 1. Potential customer types that will interact with the Concierge**

Sample Customer Type	Description
<b>Self-managed/DIYer</b>	These customers want control over contractors, equipment & process. May have sustainability or technical background and previous home grade experience. Likely includes many early adopters.
<b>Motivated but hesitant</b>	These customers want to electrify & have an idea of what's needed (in terms of equipment, rebates, etc.) but are daunted by project costs, apprehensive about the technology, or overwhelmed by the upgrade process. May also include customers who are complying with recently adopted or upcoming local building electrification policies that prevent future use of fossil gas appliances.
<b>Interested but don't know where to start</b>	These customers are thinking about the switch to electric appliances but don't know where to start.
<b>Low-income/resource-limited</b>	These customers will need higher incentives and access to financing or even direct install programs. They will also benefit from greater language accessibility & bill assistance programs, as well as other equity-focused resources.

In light of recent regulatory decisions that limit the sale of gas appliances in the near future, SVCE hopes to provide robust programmatic support to its customers to proactively rather than reactively shift toward electrification. While the high-touch support of the Concierge will



immediately benefit our customers, SVCE also sees the Concierge as a demonstration program that can be scaled. Learnings from this program may guide SVCE's member agencies in adopting building electrification policies in the coming years. Ultimately, SVCE and the Proposer will need to adapt and scale the Concierge services to support our residents preparing for and complying with local government and air quality district policies.

## **Concierge Goals**

The four overarching goals of the Concierge service will be to:

- A. **Provide seamless support** to connect customers to any of SVCE's current and future program offerings, as well as resources offered by other entities and available to the customer. Service provided to the customer should go beyond just connecting them with another resource and sending them off – the Concierge is responsible for making sure the customer gets what they need and understands what the other resources are telling them.
- B. **Assist a broad range of customers**, from those mildly interested to those who are significantly motivated, in advancing from a preliminary interest in electrification toward fully electrifying their homes.
- C. **Provide enhanced support** to low-income and other underserved customer segments. The enhanced support may involve expertise in income-qualified and equity-focused programs, multi-lingual support services, and electrification options for single-family and multi-family renters.
- D. **Support the end goal of whole-home electrification**. Customers engaging with the Concierge may be embarking on a single-appliance upgrade or undertaking a comprehensive home retrofit. Regardless of their current project, customers should leave the Concierge empowered and encouraged to take on the next step in their whole-home electrification journey.

The Concierge will focus on residents and owners of single-family homes and small multi-family properties (4 units or fewer) with non-central systems. The Concierge must also be prepared to respond to residents in larger multi-family properties if they have questions. It is expected that much of the support will be informing residents that their property manager will need to make the upgrades, but the Concierge should be able to advise and support these residents about other SVCE programs they are eligible for (e.g., GridShift) or bill assistance programs (e.g., CARE or FERA enrollment). The Proposer is expected to demonstrate creativity in achieving these goals while remaining true to the proposed scope. SVCE will evaluate the efficacy and creativity of the Proposer's approach to achieving these goals as part of the proposal review process.

## **Core Elements**

There are five **core elements** of the Concierge program. The Concierge will provide customers with the following offerings. Final organization of these core elements and how referrals will work will be a collaborative effort between the Proposer and SVCE.

### **1. Hotline and Web Interface**

**A central hotline offering phone, online chat, and email support and an online Concierge landing page.** The hotline or web interface should help assess the customer's needs and priorities, including electrification knowledge and project experience, cost sensitivity, and ability or desire to invest time into an upgrade. The customer service representative would recommend via the hotline or web interface resources to the customer, as explored in the other core elements, depending on whether the customer is undertaking a more self-managed upgrade project or desires more turnkey options. The



hotline would provide basic informational support on electrification and SVCE or external (e.g., state, regional) programs. More complex inquiries could be directed to technical assistance (noted in core element 3 below) and program administrators.

*Example: A customer is on SVCE's eHub webpage and has a question about how they can install a heat pump water heater. Customer clicks on chat bubble with some general questions about how it works. Concierge guides them to a link to the SVCE heat pump page and talks to them about their questions until they have a grasp of the technology and what projects look like. Concierge volunteers that there are incentives currently available and gauges interest – does the customer need help finding the incentives, help finding contractors, a full turnkey offer, or some combination? Concierge points them in the right direction and stays connected while they go to the relevant resource(s) to ensure the next steps are clear. Concierge offers for the customer to follow up with further questions.*

## **2. Incentives Layering Assistance**

**Support in navigating the complex incentive landscape** and effectively layering incentives (SVCE, BayREN, TECH, IRA rebates, and tax credits) to achieve the best price. Income-qualified and other eligible customers should be directed to no or low-cost programs. The Concierge would provide clear and concise advice on what the customer is eligible for, how to pursue the incentives, what the total incentive should come to, links/referrals to incentive opportunities, and help understanding information about those other opportunities. Assist the customer in taking necessary steps to apply.

*Example: A customer is eligible for an SVCE HP rebate and sees there are additional HP rebates offered through BayREN and TECH. The Concierge would refer them to the contractor resources and provide instructions on how to identify contractors that are eligible to apply for both BayREN and TECH rebates.*

## **3. Technical Assistance**

**Access to technical experts** who can help customers troubleshoot specific scenarios and detailed questions. SVCE sees a particular need for technical assistance to minimize the need for electrical panel and service upgrades, which may include power efficient strategies of right-sizing equipment, use of outlet splitters, smart panels, weighing different heating & cooling system options, and general guidance on building envelope, solar panels, and battery storage. Technical experts may also help review contractor quotes and explain key differences between contractors' recommended scopes of work. The experts are also expected to have some understanding of the Bay Area building stock and climate zone factors that impact electrification needs and challenges in the SVCE service territory. The central hotline detailed in core element 1 will provide first-level information and guidance on these topics, but more challenging projects and more technical customers/questions will be referred here. It is key for the technical experts to answer advanced questions while speaking at a level understandable to the customer.

*Example: A customer has a 150A panel and is interested in upgrading their existing central furnace and AC to a heat pump. One contractor recommended a panel upgrade to 200A costing \$4,000 while another contractor does not think a panel upgrade is necessary. The customer wants to avoid the \$4,000 panel upgrade, if possible, and has plans to add an EV charger in the future. They want to know how and if they can complete both projects without a panel upgrade. The Concierge Hotline and Web Interface (core element 1) would refer the customer to the technical experts (core element 3) who would gather additional details from the customer in order to make a recommendation. If avoiding a panel upgrade is feasible, the technical experts would provide clear instructions on how to avoid the upgrade, such as the size of HP equipment, outlet splitter, and/or EV circuit wiring to install*

*that will meet their space heating and cooling and EV charging needs. They would also explain costs and benefits of the different approaches.*

#### **4. Electrification Plans**

**Electrification plans** tailored to the customer's home that map out the customer's baseline energy use, energy efficiency opportunities, existing and future electrical panel capacity, steps they can take to fully electrify over time (depending on the customer's preferred time frame), and contractor recommendations and quotes for specific upgrades. The development of these plans could leverage existing resources, including SVCE's DataHive platform and PG&E's HomeIntel service, and may take several hours to develop, including information gathering and customer communications. The preference is for the plans to be developed through remote/virtual assessments, which may include phone or video conversations with customers to gather key details, such as existing equipment location and current panel rating. Home visits may be offered on an as-needed basis for customer accessibility. Plans must be detailed adequately for customers to enable them to take the final steps to make electrification upgrades. A plan tailored to specific conditions within the customer's home and their individual economic situation is often necessary to surpass the final barrier to electrification, but not all customers will need this support. The Proposer should develop or customize an existing template for electrification plans in close collaboration with SVCE.

*Example: A customer has just heard about the SVCE HPWH and HP rebates but doesn't know where to start with electrification. The Concierge Hotline and Web Interface (core element 1) would determine that a full electrification plan would be of benefit and refer the customer to the electrification plan offering (core element 4). The planners would talk to the customer and collect key details about their energy use and house, such as the age and location of their existing water heater and their electrical capacity size. The planner would then develop a tailored plan mapping a step-by-step approach to achieve whole-home electrification, with estimates of project costs, recommended equipment, and contacts for potential contractors. If the customer completes the first recommended project and contacts the Concierge Hotline and Web Interface when they are ready to start the next project, the Concierge Hotline and Web Interface would have record that the customer has already taken advantage of the electrification planner and would direct them to any relevant resources for the next project.*

#### **5. Program Referrals**

**Program referrals to complementary CCA offerings** that are relevant and of interest to the customer. Concierge should understand all major, active programs at SVCE (Table 3), as well as contractor resources and electricity rate options. If a customer seems like a good fit, the Concierge should explain the program and refer them, following along to ensure the customer feels able to take the next step. Customers may also already have engaged with a program, and the Concierge will need to know what that program does and how the customer has engaged. Any questions about the program can either be addressed by the Concierge or by the program administrator (third party or SVCE) – again, the Concierge should ensure that the customer is receiving a clear explanation and has understood it. If a customer has already undertaken an electrification upgrade, they should be informed of electricity rate resources and comparison tools that will help them find the optimal rate.

*Example: A customer with an electric vehicle might be directed to SVCE's GridShift program to help them manage when it charges. The Concierge would help them understand the concept and know how to enroll.*

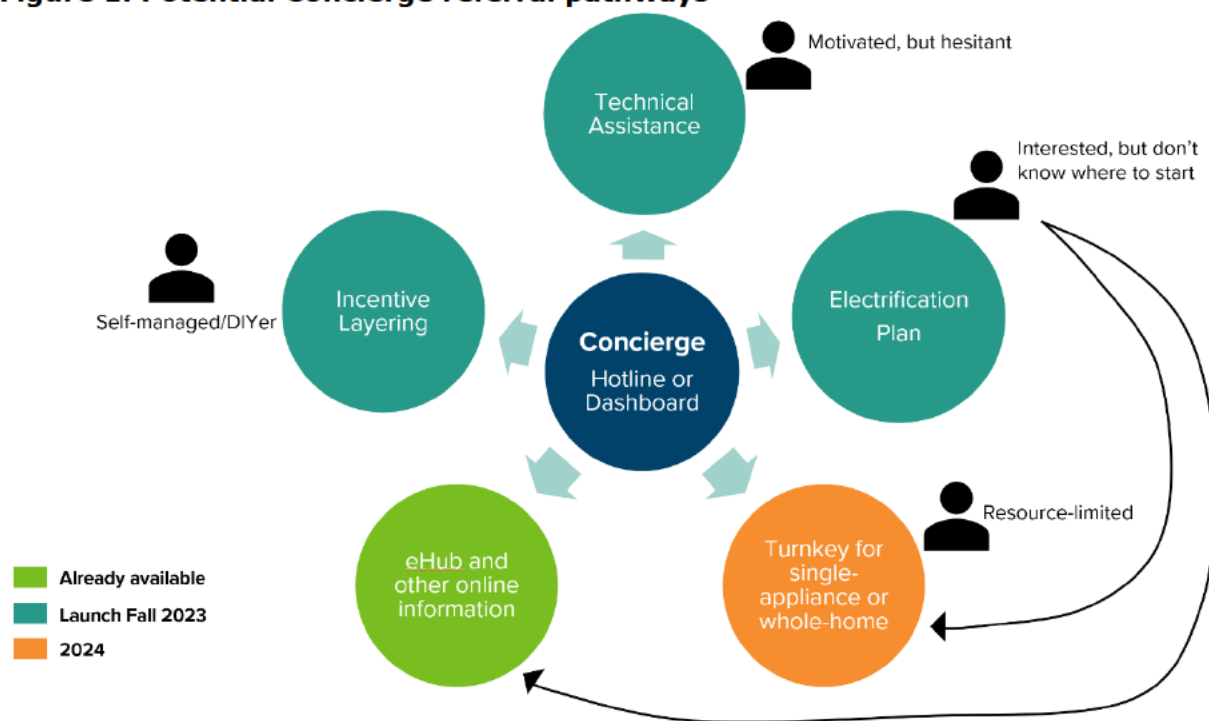
## **Customer Journey and Reach**

SVCE expects customers who approach the Concierge service to be at fairly varied levels of knowledge and varied stages of progress in their journeys to whole home electrification. Figure 1 illustrates some examples of potential Concierge referral pathways that SVCE anticipates. The Concierge will refer different customer types to the different services offerings. For example, a person who is interested in managing their own heat pump water heater upgrade may contact the Concierge looking for assistance on how to get the most rebates available for their project. Someone who is interested in electrification but doesn't know where to start may be best suited for the electrification plan. After engaging with the electrification planner and receiving a comprehensive plan, the customer may return to the Concierge to discuss next steps. Depending on the customer's needs, the Concierge may refer the customer, indicated by the black arrows, to an eHub Assistant platform or a turnkey offering. Ultimately, the Concierge staff will be responsible for determining which is the best resource that addresses the customer's needs.

To integrate across the Core Elements listed above, SVCE envisions the Concierge as a "white glove" service that will act as the front-line, consistent engagement point for customers interested in electrification. High-quality customer experiences and easy interactions are critical for the Concierge to succeed. One approach might be to keep customer interactions limited, to the extent possible, to a single assigned customer service representative. Given the technical and cost barriers that already exist to electrify existing homes, it is essential that the Concierge service should not add further barriers by creating complex and long customer interactions. Therefore, the Concierge could follow a case management-type of format where the customer service representative whom the customer interacts with initially via phone or email remains constant to the extent possible. Another approach might be to mimic this concept but with comprehensive and effective use of relationship management software across the Concierge team – but the customer experience should be equivalent to that provided by a case management-type of approach. Proposers should explain how their proposed approach will achieve the desired level of customer support.

When interactions with other Core Elements, such as technical assistance or electrification plans, is needed, the assigned customer service representative would serve as a liaison and connect internally with the Core Elements of the Concierge, obtain the needed information, and bring it back to the customer for consideration. In some cases, SVCE understands that redirection of the customer to internal Concierge elements is inevitable and may, in fact, deliver a smoother customer journey. The Proposer is expected to clearly identify customer journeys and prospective response pathways to ensure the Concierge can keep the customer engaged and simplify their electrification journey.

**Figure 1. Potential Concierge referral pathways**



The Concierge service will be available at no charge to all SVCE residential customers. Table 2 shows estimates of expected customer interactions in Year 1 roughly guided by current program participation rates. Given that forward projections are highly uncertain, the Proposer is expected to propose the expected number of customers interactions in Years 2 and 3.

**Table 2. Expected Number of Unique Interactions by Year and Core Element**

Year	Hotline/Web Interface	Incentives Layering	Technical Assistance	Electrification Plans
1	1200	350	350	100
2				
3				

For reference, SVCE has approximately 230,000 residential accounts, 30,000 of which are CARE/FERA customers. Of the 230,000 residential accounts, 149,000 are single-family residences, and the remaining are associated with multi-family units and buildings. The SVCE eHub, which is the most popular channel for customer engagement, has garnered over 200,000 unique users since its launch in 2020. SVCE typically leverages the email channel to market offerings directly to customers. Over the past several years, SVCE operated a heat pump water heater rebate program that issued approximately 100 rebates per year. With the expanded rebate offerings under the FutureFit Homes program, SVCE expects to issue on the order of 150-200 rebates in the program's first year. SVCE is also planning additional programs and increased out-of-home marketing to promote awareness of electrification, which should drive additional volume.

SVCE is expecting to learn best practices and adapt the Concierge services in the first few years to identify the best pathway to scale the Concierge offering. The Concierge will be a key resource for our customers that will be preparing to comply with building electrification policies, such as gas appliance sales bans, that will eventually apply to our entire service territory.

## **B. Project Tasks**

### **Task 0: Finalize contract and scope**

The Proposer will meet with SVCE to refine the Scope of Work for inclusion in the contract.

### **Task 1: Project Management**

The Proposer will set up a kick-off meeting (Deliverable 1A) with SVCE to facilitate introductions, establish next steps for deployment, finalize timeline, and set up check-in meetings on a bi-weekly recurring schedule (Deliverable 1B) for the duration of the period of performance, unless more frequent meetings are necessary as determined by SVCE.

For check-in meetings, Proposer will work with the SVCE project manager(s) to determine the agenda at minimum one day prior to the meeting. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting.

The Proposer will invoice SVCE monthly for work performed, including all subcontractor invoices as backup documentation. Proposer will indicate if invoices are expected to be delayed or anticipated to deviate from the monthly schedule.

### **Task 2: Develop Implementation Plan**

The Proposer, in consultation with SVCE, will create an effective Implementation Plan for launching and managing the Concierge service for SVCE customers.

Given the diversity of electrification knowledge and needs among customers, SVCE envisions a “white glove” service that would provide personalized assistance to each customer to navigate the various elements offered within the Concierge service. This will enable customers in choosing the pathway that works best for them.

The Implementation Plan will address in more detail the key implementation questions listed earlier in this scope. The Proposer should coalesce the proposed solutions, add detail as necessary, respond to feedback, and create and submit the Draft Implementation Plan (Deliverable 2A) to SVCE. SVCE will provide comments, meet with the Proposer to discuss and resolve any challenges, and recommend changes.

An advisory board with SVCE community members will also be formed and consulted during this Task. SVCE will identify the participating community members and the Proposer will coordinate the collection of their feedback. Their feedback may be gathered through surveys or meetings and will be considered during Implementation Plan revisions. There may be multiple touch points with the advisory group prior to and after the program launch.

The Proposer will create a summary (via a PPT slide deck) of the advisory group feedback (Deliverable 2A) and prepare and submit a Final Implementation Plan (Deliverable 2B).

### **Task 3: Integrate Concierge with Existing Program Administration Structure**

The goal of this task is to integrate the Concierge with existing SVCE program offerings, such that customers should experience the fewest possible transfers and redirection between elements of the Concierge service and existing program administrators.

SVCE administers programs using in-house staffing as well as third-party program administrators. Table 3 shows a list of SVCE programs that the Concierge service would connect to.

**Table 3. List of SVCE programs interacting with the Concierge service**

Program or Service	Description	Link
FutureFit Homes Rebates	[Existing] Launched in 2022, FutureFit Homes program provides incentives to residents in single-family and small multi-family homes to upgrade their water heaters and heating, ventilation, and air conditioning (HVAC) systems to all-electric technologies. The program also provides incentives for enhancing the infrastructure needed to support this transition to additional electrical appliances (e.g., electrical panels, circuit wiring).	<a href="https://svcleanenergy.org/home-rebates/">https://svcleanenergy.org/home-rebates/</a>
eHub, including Appliances Assistant and Solar+Storage Assistant	[Existing] Online educational resources, assistants and marketplaces that help customers browse, purchase, and even install a wide range of electric appliances, from electric yard care and portable induction cooktops to water heaters and home battery storage	<a href="https://svcleanenergy.org/ehub/">https://svcleanenergy.org/ehub/</a>
GridShift	[Existing] EV charging app that optimizes charging for bill savings, grid emission reductions, and grid-stress events	<a href="https://svcleanenergy.org/gridshift-ev/">https://svcleanenergy.org/gridshift-ev/</a>
Contractor Resources	[Existing] Resources for customers including contractor finder tools and project cost lists	<a href="https://svcleanenergy.org/find-contractor/">https://svcleanenergy.org/find-contractor/</a>
Tariffed On-Bill Financing and/or Other Financing Offerings	[Future] Forthcoming accessible finance offering that may include tariffed on-bill financing. SVCE is currently supporting a CPUC proposal to deploy a tariffed on-bill financing pilot in the 2024-2025 timeframe.	N/A
Turnkey single-appliance and whole-home electrification programs	[Future] Forthcoming SVCE solicitation for a single-family turnkey solution for both single-appliance (e.g. water heater) and whole-home electrification. For income-qualified customers, this offering will be free to low-cost.	N/A
<i>Additional programs expected. Final list of programs will be identified during contracting. Costs for additional Concierge staff training if more programs are added during the 3-year term of the Concierge will be estimated during contracting.</i>		

The Proposer is expected to work with SVCE and all of its program administrators to ensure that the Concierge service (1) understands these programs generally and (2) connects customers to these programs in a seamless manner. SVCE will provide a list of program administrators to the Proposer. The Proposer will hold 5-6 meetings (Deliverable 3) to coordinate with the in-house and third-party program administrators and determine an integration strategy. The integration strategy should be reflected in Deliverable 2A under Task 2.

#### **Task 4: Develop User Interface and Utilize a Customer Relationship Management System**

The goal of this task is to set up a public-facing easy-to-navigate user interface (phone hotline and website).

The Proposer will set up a phone hotline and staff a call center to support the primary user interface. The phone hotline must be integrated (and not duplicative) with current phone hotlines operational at SVCE.

The Proposer will create a web interface for customers who prefer online engagement. The web interface may involve setting up a separate website, which SVCE's website will link to, or embedding a custom webpage on SVCE's website. The web interface will provide basic information on the core elements of the Concierge service, hotline phone and/or email contacts, link to existing programs, and provide additional resources as appropriate.

Once the hotline and web interface are set up, the Proposer will conduct user testing with an appropriately-sized (10-20) group of beta testers (which may include some SVCE staff and SVCE customer participants of our building electrification rebate program). The Proposer will conduct a live demo of the CRM and user interface (Deliverable 4A) with SVCE and collect feedback. The Proposer will also present (via a PPT presentation) a summary of user testing results (Deliverable 4B). The Proposer will incorporate SVCE's feedback and feedback from user testing on the CRM and user interface and deliver a live demo of the final CRM and user interface (Deliverable 4C) prior to program launch.

The goal of this task is also for the Concierge to utilize a CRM to manage customer interactions and improve customer experience. The Proposer may propose the use of their own existing CRM system, which call center staff is already familiar with. This is SVCE's preferred approach. Or, if a CRM system is not currently used by the Proposer, the Proposer is expected to guide SVCE in selecting an appropriate CRM system.

SVCE is in the process of selecting and developing a programs portfolio management data system ("data system") to manage program applications, data, and analytics. If needed, SVCE can select a data system that offers a CRM component, which can be utilized by the Concierge staff to record customer interactions for continuity and improved customer experience during repeat interactions. Once SVCE has selected, developed and launched the internal data system with the CRM component, the Proposer will utilize the CRM system to manage and record each customer's journey through the Concierge service (all five core elements). The CRM will also ensure that the SVCE team can begin to collect data on Concierge interactions and correlate those with uptake of incentives, technical assistance, and final completion of electrification projects.

The CRM used by the Concierge (whether Proposer's CRM or SVCE's selected CRM) will also need to integrate with other resources or CRMs already in use at SVCE – data on customer engagement should flow from the Concierge CRM to other CRMs, and data on program participation will need to flow, in some form, to the Concierge CRM to allow the Concierge to see when a customer is actively engaged in any programs.

The Proposer is expected to propose in their proposal response to this RFP how they will integrate with a CRM feature in a data system that SVCE eventually selects. (If acceptable to SVCE, the SVCE team will acquire the software needed once input on desired features is received from the Proposer.)

### **Task 5: Train Concierge Personnel**

The goal of this task is to ensure the Proposer's team staff has adequate knowledge to provide the desired "white glove" service to customers. This can be achieved by training Proposer's team staff to effectively support the hotline and web interface. The Concierge will be designed to direct customers to both existing programs as well as to the five core elements within the Concierge. The Concierge is responsible for ongoing training in order to be fluent with SVCE's programs portfolio, including each program's offering, eligibility requirements, and target audience, but SVCE will support by providing information on their programs.

The Proposer will train call center staff to be able to respond to customer inquiries and provide the correct guidance. Training should be done how the Proposer believes will be most effective but may include in-person or web-based training modules, written training materials, and a troubleshooting forum (e.g., internal chat feature for the call center staff) for knowledge sharing. The Proposer is also expected to have a plan for training new staff when attrition occurs to ensure Concierge service is not disrupted or slowed down, and for when SVCE rolls out a new, relevant program.

Trained call center staff are expected to have an in-depth knowledge of eligibility criteria, layering options, basic verification requirements, and availability of the following programs at minimum:

- SVCE's residential decarbonization programs (Table 3);
- local programs within SVCE service territories (e.g., Los Altos Hills electrification plan consultations);
- regional programs (e.g., BayREN);
- statewide programs (e.g., TECH, SGIP);
- Inflation Reduction Act (IRA) incentives and tax credits; and
- Low-income or equity-focused programs (e.g. ESA, LIHEAP).

The Proposer will complete and submit a Training Summary Report (Deliverable 5) that includes the number of trainings delivered, number of staff trained, training content topics covered, example training materials, and a description of a plan for ongoing trainings.

### **Task 6: Develop and Implement a Marketing and Communications Plan**

The goal of this task is to develop a marketing and communications strategy to support the launch of the Concierge service. SVCE has in-house marketing and communications professionals. The Proposer is expected to work closely with the SVCE staff to ensure alignment with existing marketing and communications practices, including but not limited to branding guidelines and writing styles.

The Proposer develop a Marketing and Communications Plan that covers:

- Key messages
- Marketing tactics that will be employed (including collateral needed, intended audience, defined KPIs, and metrics tracking)
- Roles and responsibilities for preparation, review, and final distribution of marketing content
- Clear timelines identified for each marketing tactic for preparing, reviewing/revising, and finally distributing marketing content (Note: Timeline should cover the period leading up to launch as well as post launch. The bulk of the marketing deployment is expected to happen post program launch).
- Example designs



- Suggested marketing goals and metrics based on the program performance metrics listed in Task 7
- Additional considerations for multi-lingual marketing plans with recommended tactics

The Proposer is expected to prepare text, graphic, and video content for: the web interface; printed collateral (e.g., brochures, flyers); and media channels (radio or TV ads, online ads). All content will be provided to SVCE for review and drafts are subject to at least 2 iterative rounds of feedback from SVCE before being called final. The publishing and deployment of marketing materials will largely be the responsibility of SVCE as we have access to our own marketing and media channels but may vary by tactic depending on Proposer's resources or media partners and will be decided in conjunction with SVCE's marketing team.

The Proposer will submit a Draft Marketing and Communications Plan (Deliverable 6A). SVCE will review and provide comments. The Proposer will then submit a Final Marketing and Communication Plan (Deliverable 6B).

The Proposer will begin implementing the Marketing and Communications Plan in partnership with SVCE and in keeping with the agreed-upon timeline in the Plan. Tactics in the marketing plan are subject to ongoing evaluation to measure success and are expected to evolve based on lessons learned.

### **Task 7: Launch and Manage Concierge Service**

The goal of this task is to launch the Concierge service by a "go live" date of Monday, August 28, 2023. The Proposer will prepare all previous materials, trainings, and tools and have systems in place by Thursday, August 25, 2023, allowing a day for contingencies (Friday, August 26, 2023), before the program launches.

Once launched, the Proposer will continue to manage the Concierge service. The Proposer is expected to closely monitor the successes and challenges of the Concierge, particularly in the first few months, and raise any issues with SVCE. Ongoing improvements to the features and processes are expected throughout the life of the Concierge programs but particularly at the outset. Recurring meeting frequency may reduce at the discretion of SVCE after program launch.

The Proposer will prepare and submit monthly reports that track metrics of program performance, including but not limited to:

- number of customer interactions (via hotline or web interface) & average duration of interaction (if possible)
- number of repeat customer interactions (customers returning a 2<sup>nd</sup> time or more)
- number of referrals to SVCE programs
- number of referrals to external programs tracked by program name (e.g., BayREN)
- log of questions and answers provided
- number of referrals to technical assistance
- number of referrals to electrification plans
- turnaround times for responses to customer requests across customer type and channel
- number of electrification plans developed
- number of customers who opt out of SVCE service after engaging with Concierge
- customer satisfaction ratings & additional customer feedback on Concierge experience
- other metrics as proposed by Proposer and SVCE

### **Task 8: Integrate with Future Installation Programs**

The goal of this task is to ensure that the Concierge is set up to connect to future (currently not designed) program elements. This includes the programs listed earlier in the scope.

The Proposer will work with the selected program operators for future programs, such as the turnkey program and the tariffed on-bill finance program (see Table 3), to ensure that the Proposer's team staff develops familiarity with these programs, similar to the knowledge of current SVCE programs, such that a customer can be directed to one of these programs based on eligibility. Once again, a seamless customer journey is key, and integration with these future program offerings will require planning and coordination prior to these programs launching. The Proposer should include an approximate cost for this integration.

### **Task 9: Evaluate Program Performance**

The goal of this task is to evaluate the performance of the Concierge service. SVCE currently uses a third-party consultant to provide evaluation, monitoring, and verification services for SVCE programs and expects that this consultant will provide EM+V service for the Concierge service as well.

The Proposer is expected to provide monthly progress reports and any additional data requested (Deliverable 9A) by the EM+V consultant within two weeks of request. The EM+V consultant will analyze this data and correlate it, to the extent possible, with program uptake data from across other SVCE programs, to assess broader programmatic impact.

Program evaluation will also be critical to understanding how the Concierge service can be scaled to support growing audience of customers that will be preparing for and complying with local building electrification policies.

### **Task 10: Contingency Work**

The Concierge service is intended to provide one-on-one customer support for residential electrification. As such, it is possible that estimated customer engagement, provided in Table 2, may be exceeded. The Proposer is expected to scale the Concierge services if directed by SVCE to meet customer needs and is asked to reserve a contingency fund for this purpose.

Further, depending on the complexity of planned future programs referenced in Task 8, additional efforts may be needed to fund the integration between the Concierge and future programs. The contingency funds should be designed to cover this work as well.

## Project Work Plan and Schedule

Task #	Title	Timeline	Possible Components (to be edited by Proposer based on proposed approach)
Task 0	Finalize contract and scope	May 2023	<ul style="list-style-type: none"> <li>Resolve any contract exceptions noted in proposal</li> <li>Finalize Scope of Work for inclusion in contract (by June 2, 2023)</li> </ul>
Task 1	Project Management	June 2023 onwards	<ul style="list-style-type: none"> <li>Kickoff Meeting (on June 15, 2023)</li> <li>Bi-weekly check-in meetings</li> </ul>
Task 2	Develop Implementation Plan	TBD by Proposer	<ul style="list-style-type: none"> <li>Summary of advisory group feedback</li> <li>Final Implementation Plan</li> </ul>
Task 3	Integrate Concierge with Existing Program Administration Structure	TBD by Proposer	<ul style="list-style-type: none"> <li>5-6 meetings with existing program administrators (client team or external)</li> </ul>
Task 4	Develop User Interface and Utilize a Customer Relationship Management System	TBD by Proposer	<ul style="list-style-type: none"> <li>Live demo of the draft user interface (hotline + online) and CRM system</li> <li>Summary of user testing feedback</li> <li>Live demo of final user interface and CRM, with trained personnel</li> </ul>
Task 5	Train Concierge Personnel	TBD by Proposer	<ul style="list-style-type: none"> <li>Training Summary Report</li> </ul>
Task 6	Develop a Marketing and Communications Plan	TBD by Proposer	<ul style="list-style-type: none"> <li>Draft Marketing and Communications Plan</li> <li>Final Marketing and Communications Plan</li> </ul>
Task 7	Launch and Manage Concierge Services	August 28, 2023 onwards	<ul style="list-style-type: none"> <li>UI and CRM deployment on "go live" date</li> <li>Monthly reports summarizing customer interactions by each concierge element (monthly)</li> </ul>
Task 8	Integrate with Future Turnkey Installation Program	Expected Nov – Dec 2023	<ul style="list-style-type: none"> <li>Concierge to Turnkey Program Integration Plan (December 15, 2023)</li> </ul>
Task 9	Evaluate Program Performance	Expected 2024	<ul style="list-style-type: none"> <li>Data reports provided to 3rd party EM+V consultant for program evaluation (TBD)</li> </ul>
Task 10	Contingency Work	2023-2025	<ul style="list-style-type: none"> <li>Scale service delivery as needed for Concierge or customize current scope to future program offerings currently under development</li> </ul>

## Appendix A

**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 this [Click here to enter DAY](#). day of [ENTER MONTH.](#), [ENTER YEAR.](#), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and [Click here to enter Consultant's name.](#), a [Click here to enter entity type \(California corporation, partnership, etc.\).](#) whose address is [Click here to enter address.](#) (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" 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 [Click here to enter beginning of term.](#), and shall terminate on [Click here to enter end of term.](#), unless terminated earlier as set forth herein.

### 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:

TO AUTHORITY:

333 W. El Camino Real  
Suite 330  
Sunnyvale CA 94087  
Attention: Chief Executive Officer

TO CONSULTANT:

[Click here to enter consultant name.](#)

[Click here to enter company name.](#)

[Click here to enter street number and street name.](#)

[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be 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

RECOMMENDED FOR APPROVAL

---

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME

Enter Consultant's Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SILICON VALLEY CLEAN ENERGY  
AUTHORITY

A Joint Powers Authority

By: \_\_\_\_\_

Name: Girish Balachandran

Title: Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

**Exhibit A**  
**Scope of Services**

[Click here to enter text.](#)



**Exhibit B**  
**Schedule of Performance**

Click here to enter text.

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

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.

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

**Rates**

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

**Invoices**

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked,

task(s) for which work was performed). 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 SAS-70 (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of an SAS-70 Type II 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.

