



**REQUEST FOR PROPOSALS**

**FOR**

**Multifamily Electrification Direct Install Program  
Consultant**

**RFP Release Date: July 21, 2023**

**RFP Updated: August 31, 2023**

Revisions to pre-existing language in RFP are indicated by ~~strikethrough~~ for deletions or red font underlined for insertions.

**RFP Submittal Deadline: September 15, 2023 at 5:00 PM  
Pacific Time**

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## 2 Silicon Valley Clean Energy Overview

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

SVCE is advancing customer programs for fuel switching to clean, carbon-free electricity in the place of fossil fuels used in transportation, buildings, and infrastructure. Building on an estimated 29% reduction in community-wide greenhouse gas emissions in 2021 (from a 2015 baseline), SVCE is working with its member communities to extend these reductions to 40% by 2025 and 50% by 2030. For more information on SVCE’s programs, please visit: <https://svcleanenergy.org/offers-services/>.

## 3 RFP Overview

With this request for proposals (“RFP”), SVCE seeks information about the experience and qualifications of your organization (“Proposer”) as related to providing ongoing support to SVCE’s decarbonization programs as described in this RFP’s scope of work. Proposers should provide one proposal in response to this RFP and indicate the subject area(s) to which they are responding, as defined in Section 16 High Level Scope of Work below. Proposers are encouraged to apply for all sections of the scope for which they are qualified. SVCE reserves the right to award portions of the work to different Proposers, not award work for certain components, 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
- Provides an opportunity for Proposers to identify any key topics or areas not identified in the RFP that would add substantial value to the 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, in SVCE’s sole discretion. Any such changes will be stated in an addendum to this RFP or otherwise communicated to Proposers.

Date	Event
July 21, 2023	RFP issued
August 22, 2023: 1 – 2 PM	Pre-proposal webinar. Attendance recommended.
August 25, 2023: 5 PM	Deadline for questions, clarifications (see below)
August 31, 2023: 5 PM	Question responses posted online
September 15, 2023: 5 PM	Deadline for Proposers to submit proposals
September 29, 2023: 5 PM	Selected Proposers notified of interview times, if applicable
October 5 and 6, 2023: hold 10 AM – 2 PM both days	Possible interviews with selected Proposers
October 11, 2023	Anticipated date SVCE will notify awardees
October 13 – November 1, 2023	Finalize contract details and timeline
November 2, 2023	Contract finalized (to be sent to SVCE Board of Directors for approval on November 8, 2023)
November 9, 2023	Project launch; work commences

### Notes:

- Pre-Proposal Teleconference: A teleconference (Zoom) will be held on August 22, 2023 from 1 -2 PM Pacific Time. Please register for the webinar at [https://svcleanenergy-org.zoom.us/webinar/register/WN\\_q0eD\\_J7kSuS\\_npSHNcbGOQ](https://svcleanenergy-org.zoom.us/webinar/register/WN_q0eD_J7kSuS_npSHNcbGOQ)
  - The pre-proposal webinar will include an opportunity for prospective proposers to coordinate and team with other contractors and consultants. A list of pre-proposal webinar attendees will be provided to prospective proposers after the webinar.
- 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 5 PM on August 25, 2023. 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. Prompt responses will be requested.

- Proposer Interviews: SVCE may choose to conduct in-person/phone interviews of the selected Proposers on October 5 and 6, 2023, between 10 AM – 2 PM. Proposers are requested to ensure their team is available on both days.

## 5 Proposal Submittal

### How to submit:

- 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 - <Your Organization> - Multifamily Electrification Direct Install Consultant"
- Only single-spaced electronic submittals in PDF format with no smaller than size 11 font will be accepted.
- Pay close attention to the page limit requirements. Submissions over the page limit will be considered non-responsive.

### What to submit:

- I. A narrative document (~~16~~19 pages max)
- II. A slide deck highlighting proposal elements (max. 20 slides, including cover slides)

### What the narrative document should include (~~16~~19 pages max), *submitted in this order only*:

#### 1. Administrative Information (1/2 page)

- Provide administrative information, and include at a minimum: name, mailing address, phone number, and email of designated point of contact.

#### 2. Proposal summary (1 page)

- Discuss the highlights, key features and distinguishing points of the proposal.

#### 3. Proposer description and qualifications (3 pages)

- Provide an overview of your organization. Include overall organizational structure, number of employees, legal structure and ownership. Include information for all Proposers (and sub-contractors, if applicable) that are included in the proposal.
- 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 and role on this project.
- Provide a brief description of your primary business model(s) related to this RFP.
- Provide an overview of your previous experience on at least three similar or related projects. Include descriptions, costs, timeline and reference contact information.
- Describe your specific experience and engagement in California and/or SVCE's service territory as it relates to delivering multifamily energy efficiency or electrification programs.
- Describe your specific experience and engagement in other states or countries that could be applicable in California and/or SVCE's service territory as it relates to delivering multifamily energy efficiency or electrification programs.
- 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 (~~7~~8 pages)

- Broadly describe a proposed solution to providing the services described in the Subject Areas in RFP Section 16. 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 Multifamily Electrification Direct Install Program (hereafter referred to by the working title "Multifamily Program"). Please label and provide responses in the following order:
  - a) How will the Proposer ensure a seamless experience for the property owner or manager, including through intake, site assessment, and experience throughout the installation process?
  - b) The Multifamily Program will coordinate closely with complementary multifamily incentive programs such as, but not limited to: TECH Clean California, Bay Area Regional Energy Network (BayREN), Low Income Weatherization Program, California Energy Smart Homes, and others. How will the Proposer:
    - i. coordinate incentive layering to reduce total project costs to the Multifamily Program?
    - ii. refer projects not suitable for the Multifamily Program to complementary multifamily incentive programs?
  - c) What multifamily building characteristics lend themselves to successful electrification retrofits and why? What is the best way to transition those buildings cost-effectively and efficiently to all-electric? Please provide examples of successful multifamily electrification projects (in SVCE territory or California) in which the Proposer has implemented these solutions.
  - d) What are common challenges with transitioning multifamily properties to all-electric construction? What percentage of buildings in SVCE territory does the Proposer believe will encounter these challenges? What is the best way to transition those buildings cost-effectively and efficiently to all-electric? Please provide examples of successful multifamily electrification projects (in SVCE territory or California) in which the Proposer has implemented these solutions.
  - e) Describe the Proposer's experience with utility coordination (PG&E) in regards to service upgrades, interconnection agreements, and other items related to retrofitting buildings to become all-electric. How has the Proposer successfully worked with the utility to plan for service upgrades and ensure projects are completed in a timely manner?
  - f) What data sources are key to formulating the Electrification Plan (see Section 16, Proposed Scope of Services, Task 1.6) 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 property owners and contractors? Please submit in an appendix an example plan tailored to a real or hypothetical multifamily property owner or manager.
  - g) How will the Proposer ensure coordination across their team (and with their team of subcontractors, if applicable) to:
    - i. provide quality, timely installation through direct install services;
    - ii. ensure compliance with prevailing wage requirements;
    - iii. maintain high customer satisfaction.
  - h) Given the unique characteristics of different multifamily properties, SVCE intends to compensate the Proposer for the installation of direct install measures based on hourly labor rates and material costs. Please describe how this payment structure will work with the Proposer's proposed solution or recommend an alternative payment approach. How does the Proposer intend to:

- i. keep costs low while maintaining high-quality installation?
  - ii. address change orders while not exceeding the program budget?
  - iii. provide equipment and workmanship warranties? Please specify equipment types (water heaters, space heaters, ranges, and dryers) and associated labor and product warranties.
  - iv. address equipment lead times, supply chain issues, and other project delays to coordinate timely installation?
- i) SVCE supports and recognizes the importance of sustained local job opportunities and job creation. "Local" is defined as (in order of preference): 1) Santa Clara County; 2) Nine Bay Area Counties (Alameda, Contra Costa, Marin, Napa, San Mateo, San Francisco, Santa Clara, Solano, Sonoma); 3) Northern California and the Central Valley; and 4) California.
- i. Describe the Proposer's current local workforce as it pertains to the Direct Install services of the Multifamily Program (i.e. equipment installation), including the number of current staff, titles, and location.
  - ii. Describe whether the Proposer's current local workforce can sufficiently deliver the Direct Install services. If not, please describe how the Proposer intends to sufficiently staff the Multifamily Program to deliver the Direct Install services with a local workforce.
  - iii. How does the Proposer intend to provide opportunities for local workforce training and employment? Please include any recruitment and retention efforts to communities with barriers to employment such as low- and moderate-income, low educational attainment, non-English speaking, veterans, and previously incarcerated individuals.

5. Proposed work plan and schedule (±2 pages)

- Complete the Project Deliverables and Schedule table shown in Exhibit B (Table B-1) with dates filled out. The Proposer is expected to propose a reasonable and achievable timeline for the project. Note that the contract award date is expected to be on November 8, 2023 at the SVCE Board of Directors Meeting.

6. Cost proposal (±4 pages)

- Complete the tables shown in Exhibit C for a program with a not to exceed (NTE) amount of ~~\$12.5~~ \$11 million over a 5-year term:
  - Table C-1 – Total Compensation NTE Amounts. SVCE anticipates Years 1 and 2 to predominantly focus on Program Design and Set Up (Tasks 1 & 2) and Marketing and Outreach (Task 3), and Years 3 through to 5 focus on delivering and implementing program services (Tasks 4 – 7). Do not note any third-party incentive funds not directly managed by SVCE in this budget as the Proposer will capture those funds directly.
  - Table C-2 – Estimated program service levels Proposer expects to deliver based on Proposer's Table C-1 Total Compensation.
  - Table C-3 – Direct labor rates and subcontractor rates, if applicable, by position and year.
    - **Please note positions supporting direct install services (Task 5) must meet prevailing wage requirements and related requirements as "public works" under California Labor Code Sections 1720 et seq. and related regulations (for more**



information, see [www.dir.ca.gov/Public-Works/Prevailing-Wage.html](http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html)).

- Table C-4 – Direct costs and reimbursable expenses, if any, and associated mark-up or discount percentages, if any.
  - The cost proposal should also describe the following in a narrative:
    - The pricing structure and all assumptions used to fill out ~~Tables 1–5~~ [Tables C-1 to C-4](#). Please distinguish one-time, flat fees vs. time and material cost structure as appropriate.
    - Costs by subconsultant(s) within each task.
    - Any revenue share or cost reduction elements such as preferred equipment pricing.
    - Indicate any pricing adjustment if another CCA or utility implements a similar solution.
    - Please also address the following question in the narrative: Does the Proposer believe that the program size is large enough to attain preferred equipment pricing on water heaters, space heaters, ranges, and dryers. If yes, what means will the Proposer use to attain preferred pricing? Which distributor or manufacturer will the Proposer work with? What discount and warranties does the bidder expect from bulk procurement? How does the Proposer envision equipment prices changing over the 5-year Program term?
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 to SVCE’s standard contract** sought by the Proposer. Items not excepted here will not be open to later negotiation.
8. Inclusion of non-participating agencies (1/2 page)
- See Section 8 of this RFP
  - Indicate Bidder’s willingness to extend the terms of resulting contracts to other similar entities.
9. Appendix (does not count towards page limit)
- Provide, if available, current audited Financial Statements, credit rating reports from S&P Global Ratings and/or Fitch and/or Moody’s.
  - Provide a current client list.
  - Attach full resumes of key staff.
  - Provide a sample Electrification Plan (see ‘Proposed solution’) tailored to a real or hypothetical multifamily property owner or manager.
  - Provide, if available, current Contractors State License Board (CSLB) license number(s) and name associated with CSLB license number(s) and other certifications or licenses to perform Proposed Scope of Services.
  - Any 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:

- Qualifications and experience of the Proposer providing similar products and services, including the capability and experience of key personnel as well as experience with other public and/or private agencies in similar capacities
- History of successfully performing services for public and/or private agencies and other CCAs
- Financial viability of the Proposer
- Cost to SVCE for the products and services identified in this RFP
- Proposed approach, including a clearly-demonstrated understanding of the intended scope of products and services to be provided
- Ability to meet any required timelines or other requirements
- Existence of and circumstances surrounding any claims or violations of law or governmental regulations against the Proposer, its representatives and/or partners
- Pertinent references
- Acceptance of SVCE's standard contract terms and conditions

SVCE reserves the right to consider factors other than those specified above and to request additional information from any/all Proposers as a part of the selection process.

## 7 Agreement Terms

Awardees will be required to enter into a contract ("Master Services Agreement" or "MSA") 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 "Propriety," will be considered non-responsive and a public record in its entirety.

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

## **10 Ex Parte Communication**

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits ex parte communication (i.e., unsolicited) initiated by the Proposer to an SVCE official or Employee evaluating or considering the proposals prior to the time a decision has been made. Communication between Proposer and SVCE will be initiated by the appropriate SVCE 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 officer or 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 or any of its branches.

The Proposer shall certify that the Proposer, and any of its officers or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive assessment in connection with the proposal and that the Proposer is not financially interested in, or otherwise affiliated in a business way with any other Proposer.

## **13 Addenda**

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

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

## **14 Certifications**

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

- Has read, understands and agrees to the information and requirements set forth in this RFP.
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants SVCE permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Is eligible to submit a proposal because Proposer and any of its officers or employees are 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 judgment of SVCE the most responsive to the SVCE'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

SVCE is now advancing programs for fuel switching to clean, carbon-free electricity in the place of fossil fuels used in transportation, buildings and infrastructure. Building on success in reducing greenhouse gas emissions (GHG) from the electricity supply compared to a 2015 baseline, SVCE has been working with its member communities to extend these reductions to 40% by 2025 and 50% by 2030. For more information on SVCE's overarching program strategy and planned programs, please visit: <https://www.svcleanenergy.org/programs/>.

SVCE's mission is to provide clean, carbon-free electricity at competitive rates, and to work with its member communities to reduce GHG emissions. One key avenue for this is through customer decarbonization programs. SVCE has developed several programs roadmaps/plans and been deploying programs since 2019. A key focus of such programs is to provide incentives and technical assistance for building electrification<sup>1</sup> and transportation electrification<sup>2</sup>.

While incentives and technical assistance may assist early adopters in transitioning to all-electric buildings or vehicles, deeper assistance is needed to reach underserved customers. For many such customers, the economic, logistical, and technological barriers to electrification are significant. Therefore, SVCE envisions a program that provides electrification services at no-cost to low-income or affordable housing properties. Through this RFP, SVCE is seeking support from a third-party consultant(s) to design and administer a multifamily residential program for building and transportation electrification (hereafter referred to by the working title "Multifamily Program").

The core component of the Multifamily Program will be providing direct installation services (defined as the start-to-finish installation of equipment at no cost to the customer) for

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<sup>1</sup> Defined as the replacement of natural gas equipment for space heating, water heating, cooking, and clothes drying with efficient electric alternatives.

<sup>2</sup> Defined as the installation of electric vehicle charging infrastructure.

building and transportation electrification upgrades. This will include project advising and planning, building evaluations, site visits, permitting, equipment installation, building benchmarking, and post-installation monitoring (e.g., bill impacts, equipment operation, etc.). The intent of these direct install services is to remove financial, workforce, and implementation barriers in transitioning selected multifamily properties to all-electric equipment and appliances. SVCE hopes to demonstrate the success of such a program in the Bay Area and identify challenges and potential solutions for future scalability.

A supporting component of the Multifamily Program will be providing Gap Funding Grants to select properties that meet criteria defined by SVCE. Despite the many incentives provided by existing federal, state, and local programs, it can be difficult for multifamily property owners to fully offset the high upfront costs of electrification and ancillary building improvements (e.g., electric infrastructure upgrades, remediation and safety, etc.). The intent of these Grants is to provide flexible, cost-capped incentives that would “fill the gap” after all other third-party incentive sources have been exhausted. SVCE intends to grant up to \$1.5 million in gap funding grants to properties with projects under design.

SVCE also recognizes that electrification upgrades alone do not guarantee bill savings and that utility rate design is integral to encouraging all-electric construction. In 2022, SVCE established an E-ELEC (“Electric Home”) residential rate for customers that own and operate a heat pump space or water heater, an energy storage system, and/or an electric vehicle (for more information, visit <https://svcleanenergy.org/E-ELEC-RATE/> ). By electrifying property owners’ and tenants’ space and/or water heating appliances, they will become eligible to participate in this new rate. Therefore, a supporting component of the Multifamily Program will be educating and enrolling participating property owners and tenants in the E-ELEC rate.

**Proposers are invited to submit a proposal as a team of consultants comprised of a lead program administrator and licensed contractors or installers.** 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 Program Services at the required scale across the SVCE territory. The pre-proposal webinar will include an opportunity for prospective Proposers to coordinate and team with other contractors and consultants. A list of pre-proposal webinar attendees will be provided to prospective Proposers after the workshop.

### **PROGRAM GOALS AND OBJECTIVES**

The intent of the Multifamily Program is to make the transition to all-electric construction as simple and easy as possible for existing deed-restricted affordable multifamily properties. The overarching goals of the Multifamily Program are to: (1) reduce greenhouse gas emissions, and (2) efficiently and cost-effectively scale building and transportation electrification at multifamily properties.

The program objectives in support of the Program goals are:

1. Provide an easily accessible, no-cost installation option for SVCE multifamily customers to fully electrify;
2. Lower energy bills by enrolling at least 60% of property owners and tenants in SVCE’s E-ELEC rate;
3. Provide safer, healthier, thermally comfortable resilient, zero-carbon buildings with improved indoor air quality;

4. Establish a workforce of trusted, experienced installers with high quality equipment capable of whole building electrification without typically needing to upgrade PG&E service lines.

### **PROGRAM TERM AND BUDGET**

The total funding for the Multifamily Program, including Gap Funding Grants, is \$12.5 million. SVCE anticipates to award \$1.5 million in Gap Funding Grants directly to the property owner. Therefore, SVCE is expecting to offer the Multifamily Program at a not-to-exceed (NTE) amount of ~~\$12.5~~**\$11 million** over a 5-year term commencing in November 2023. The NTE amount for the contract is intended for all tasks in the 'Proposed Scope of Services' (see below). Third-party incentive funds not directly managed by SVCE are not reflected in the budget as the Proposer will capture those funds directly.

### **SUBJECT AREAS/PROGRAM SERVICES**

The Multifamily Program will provide the following services to eligible property owners or managers. Specific tasks in support of these services are detailed in the 'Proposed Scope of Services.'

- 1. Technical assistance** to support property owners in pursuing all-electric construction cost-effectively and efficiently. This includes, but is not limited to: project advising and planning; site visits; building and equipment evaluations; space conditioning and hot water load calculations; equipment selection; staff training and tenant education; and complementary incentive program(s) enrollment.
- 2. Direct installation services** for building and transportation electrification projects. This includes, but is not limited to: permitting; equipment installation; evaluation, measurement, and verification (EM&V) support.
- 3. Gap funding grants** including support for gap funding grant recipients to ensure properties meet this program's grant eligibility requirements.
- 4. E-ELEC rate education and enrollment assistance** for property owners and tenants. The Proposer will be expected to provide education and assistance in the customers' preferred language including, but not limited to, English, Spanish, Chinese, or Vietnamese.

### **TARGET AUDIENCE AND PROGRAM ENROLLMENT**

The Multifamily Program will target existing deed-restricted affordable multifamily properties with five or more units. Funding will be prioritized for select properties that meet criteria as defined by SVCE. SVCE and the Proposer will develop a ranking list of properties that meet the criteria for targeted outreach.

The Proposer will be expected to engage targeted property owners on the ranking list and serve as the property owner's "single point-of-contact" for accessing the Multifamily Program and third-party incentive programs such as TECH Clean California, Bay Area Regional Energy Network (BayREN), California Energy Smart Homes, and others. Although SVCE intends to deliver the Multifamily Program at no-cost to the customer, enrolling properties in third-party incentive programs will reduce the overall cost to the Program and ensure the Multifamily Program can reach additional properties.

After engaging targeted property owners, the Proposer will assess whether the property is best suited for Direct Install Services or Gap Funding Grants. SVCE anticipates the program enrollment process to follow the process described in Figure 1. Proposers may provide recommendations or modifications to this enrollment process in their proposal.

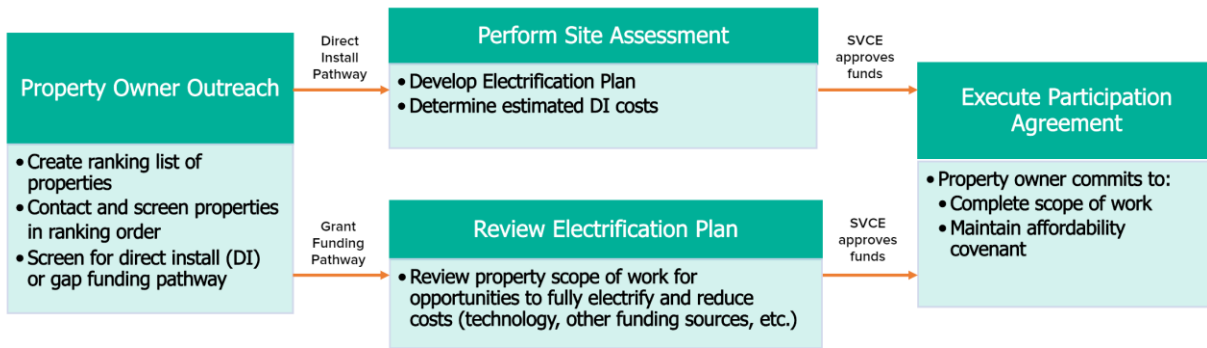


Figure 1 – Multifamily Program Enrollment Process



## **PROPOSED SCOPE OF SERVICES**

### **Task 0: Finalize Contract and Scope**

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

In addition, the Proposer will provide SVCE with documentation of insurance and all legally required certifications such as prevailing wage compliance documentation, including for all subcontractors. If any materials are renewed or subcontractors changed, updated documents must be provided at that time.

*Task 0 Deliverable:* Finalized Contract

### **Task 1: Direct Install Program Design and Set Up**

#### **Task 1.1 Host Program Kick-Off and Ongoing Program Check-In Meetings**

The Proposer will develop an agenda for the Program Kick-off meeting and organize the meeting with SVCE staff to review the program design and delivery, roles, timeline, and priorities. This meeting will also cover logistics, marketing, coordination, establishing workflow systems, invoicing requirements, reports, and any remaining implementation questions.

After the Kick-off meeting, the Proposer will set up check-in meetings on a bi-weekly recurring schedule 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.

*Task 1.1 Deliverable:* Meeting agendas and meeting minutes

#### **Task 1.2 Design Program with Stakeholders**

SVCE envisions incorporating stakeholder feedback into its program design to ensure that customer interests, concerns, and challenges are planned for and addressed to the extent possible. Prior to program launch, SVCE will form a stakeholder focus group and consult the group regarding key needs and considerations for final program design and implementation. The stakeholder focus group may comprise of affordable housing property owners, government agencies, community-based organizations, and other entities as directed by SVCE. The Proposer will provide up to \$15,000 in total compensation to the stakeholder focus group for their participation.

The Proposer will host a minimum of three meetings with the focus group. The meetings will include a presentation and discussion of the draft program design including, but not limited to, program eligibility and prioritization criteria, program services, program processes, and marketing and outreach. The Proposer will collect and collate the focus group's feedback. Based on the focus group's input and recommendations, the Proposer will revise the Program design and timeline, as necessary, for SVCE approval.

*Task 1.2 Deliverable:* Stakeholder focus group meeting agendas, slide decks, and meeting minutes

#### **Task 1.3 Develop Program Implementation Manual**

The Proposer, in consultation with SVCE, will draft a Program Implementation Manual ("Program Manual") for use by SVCE and the Proposer. The Program Manual will describe in greater detail the design, implementation, and policies of the Program. The Program Manual will include, at minimum, the following:

- i. overview of the Program;
- ii. the terms and conditions for eligible properties to participate in the Program;
- iii. the process for enrolling properties in the Program, including targeted outreach, enrollment in direct install services, and enrollment in gap funding grant;
- iv. List of Direct Install Measures (Task 1.5);
- v. List of Cost-capped Incentives (Task 2.1);
- vi. the process for properties to participate in the Program;
- vii. the process for scheduling Program activities;
- viii. the process for performing Program activities;
- ix. the process for installing equipment, including a Quality Assurance and Quality Control Plan that ensures equipment are installed and working properly and customers are satisfied;
- x. the process for resolving customer complaints;
- xi. the process for providing Program reports; and
- xii. the process for completing invoicing.

Proposer will submit a draft Program Implementation Manual to SVCE for review and approval before finalizing. Proposer will provide written revisions and updates to the Program Implementation Manual upon SVCE request.

*Task 1.3 Deliverable: Program Implementation Manual*

#### **Task 1.4 Develop Direct Install Program Participation Agreement**

In coordination with SVCE, the Proposer will draft Direct Install Program Participation Agreement(s) that includes terms and conditions of the Program, and grants the Proposer permission to perform activities necessary to participate in the Program including site visits, building evaluations, equipment installation, and EM&V. The Participation Agreement is intended to be signed or acknowledged by the property owner or manager.

*Task 1.4 Deliverable: Direct Install Program Participation Agreement*

#### **Task 1.5 Develop List of Direct Install Measures**

The Proposer will draft a list of building and transportation upgrade measures that are eligible for direct install services ("Direct Install Measures") through the Program for inclusion in the Program Implementation Manual. The intent of the Direct Install Measures is to support the transition to all-electric construction while also minimizing the need for costly electrical service upgrades. The Proposer may modify or recommend changes to the direct install measures and criteria listed below.

The list of Direct Install Measures will include, at minimum, the following:

- i. Replacement of existing electric or gas-fired heating equipment with heat pumps for space heating and cooling;
- ii. Replacement of existing gas-fired water heating equipment with heat pump water heaters (central or distributed systems);
- iii. Replacement of existing gas-fired range or cooktops with induction or electric resistance range or cooktop;
- iv. Replacement of existing gas clothes dryer with heat pump or electric resistance clothes dryer;

- v. Installation of electric vehicle charging infrastructure (Level 1 or Level 2);
- vi. Energy and water efficiency measures that would decrease overall electric demand to reduce the need for electric service upgrades (e.g., LED lighting, occupancy sensors, low-flow water fixtures, load management or demand flexibility measures, circuit splitters or pausers, etc.);
- vii. Remediation and safety (e.g., lead or asbestos abatement).

Each Direct Install Measure will also include, at minimum, the following criteria:

- i. Description of the measure (e.g., measure name, unit of measure, equipment to be replaced, etc.)
- ii. Minimum qualifications and equipment specifications (e.g., efficiency standards, code requirements, equipment model number, etc.);

*Task 1.5 Deliverable:* List of Direct Install Measures

### **Task 1.6 Develop Electrification Plan Template**

The Proposer will draft an Electrification Plan Template for SVCE review and approval and will revise as directed by SVCE before use. Once finalized and approved by SVCE, the Electrification Plan will be provided by the Proposer to the property owner or manager, and will include information necessary for the property owner or manager to understand the building and transportation electrification opportunities available to them. The Proposer will provide written revisions and updates to the Electrification Plan Template upon SVCE request.

The Electrification Plan will include the following elements regarding equipment and appliances:

- i. An inventory of physical conditions, fuel-type, age and estimated remaining lifespan(s) of existing equipment and appliances;
- ii. Identification of whole building efficiency and optimization opportunities;
- iii. Clear and actionable energy savings and electrification recommendations for the property owner or manager;
- iv. Identification of Direct Install Measures as a potential replacement for current equipment;
- v. Building electrical service and available capacity analysis (either meter-based or electric load calculations as needed) to ensure upgrades can be supported by existing main panels with provided service capacity;
- vi. Evaluation of the condition and capacity of the existing electrical systems (panels, subpanels, wiring, etc.) and recommended upgrades that may be necessary to enable the proposed electric equipment;
- vii. Recommended locations for new electrical equipment, noting any observed space or structural constraints and possible remedies;
- viii. Recommended configuration and locations for new central hot water storage tanks, heat pump water heaters, and distribution equipment, if applicable;
- ix. Inventory of available parking spaces and existing parking site conditions (assigned and shared spaces, ADA access, garage or open lot, etc.);
- x. Recommended configuration and locations of proposed electric vehicle charging ports;
- xi. Description of a scope of work, including planned work and timeline, that will be executed if property opts to participate in the Program;
- xii. Estimated energy, water, and GHG savings from proposed projects;
- xiii. Estimated cost of work to be performed, including applicable third-party incentives and payback periods, for SVCE's review.

*Task 1.6 Deliverable:* Electrification Plan Template

**Task 1.7 Develop Feedback Form Template**

In coordination with SVCE and its EM&V consultant, the Proposer will assist with drafting a Feedback Form that gives the property owner or manager the opportunity to evaluate the Program including program services and processes, technical support, and the overall experience associated with the Program.

*Task 1.7 Deliverable:* Feedback Form Template

**Task 1.8 Develop Program Invoice Template**

The Proposer will develop a Program Invoice Template to meet SVCE’s invoicing requirements and submit to SVCE for review and approval before use.

*Task 1.8 Deliverable:* Program Invoice Template

**Task 1.9 Develop Program Reporting Template**

The Proposer will develop a Program Reporting Template to meet SVCE’s reporting requirements and submit to SVCE for review and approval before use. The Program Reporting template will be delivered annually. Program reports will include program performance metrics as well as a narrative of the program implementation activities, successes and challenges, and next steps.

The Proposer will assist SVCE in finalizing program performance metrics to include in the Program Reports.

*Task 1.9 Deliverable:* Program Reporting Template

**Task 2: Gap Funding Grant Design and Set Up**

**Task 2.1 Develop Cost-Capped Incentives for Gap Funding Grant**

The Proposer will draft a list of cost-capped incentives for projects that are seeking Gap Funding Grants for inclusion in the Program Implementation Manual. The intent of these incentives is to provide flexible funding that support all-electric construction in easy-to-understand categories. The Proposer may modify or recommend changes to the cost-capped incentive categories and criteria listed below.

The incentive categories, at a minimum, will include:

- i. Electrical infrastructure upgrades;
- ii. Remediation and safety

Each incentive category will also include, at minimum, the following criteria:

- i. Description of the category (e.g., name, funding requirements, etc.)
- ii. Cost cap (e.g., maximum allowable total, per unit, or building, etc.)

*Task 2.1 Deliverable:* List of cost-capped incentives

**Task 2.2 Develop Gap Funding Grant Application**

The Proposer will develop an application for projects seeking Gap Funding Grants. The intent of this application is for the Proposer to assess how the property meets criteria for receiving funding while reducing administrative burden to the applicant. SVCE expects that the Proposer will fill out these applications on the property’s behalf for SVCE approval.

The Gap Funding Grant Application will, at a minimum, include:

- i. Applicant information (property address, number of units, etc.);
- ii. Funding requested listed by cost-capped incentive category;
- iii. Proposer's assessment of site opportunities for all-electric construction while reducing costs (e.g., review opportunities for energy efficiency, panel optimization, low-voltage or low-cost technologies, etc.).
- iv. Funding secured for planned upgrades from other sources (e.g., community development grants, etc.)

Task 2.2 Deliverable: Gap Funding Grant Application Template

### **Task 2.3 Develop Gap Funding Grant Program Participation Agreement**

In coordination with SVCE, the Proposer will draft Grant Funding Grant Program Participation Agreement(s) that includes terms and conditions of the Program. The Participation Agreement is intended to be signed or acknowledged by the property owner or manager.

*Task 2.3 Deliverable:* Gap Funding Grant Program Participation Agreement

## **Task 3: Marketing and Outreach**

### **Task 3.1 Develop Property Ranking List**

In collaboration with SVCE, the Proposer will assist in developing a ranking list of eligible, prioritized properties to target for direct install services ("Ranking List"). The intent of this list is to prioritize, while also diversify, the types of properties selected for program services.

SVCE has developed a preliminary list of criteria for prioritized funding. The Proposer will provide input on the criteria and develop a process to rank properties to ensure a diversity of buildings are eligible to participate in the Multifamily Program. The Proposer will use this list to perform targeted outreach to properties as outlined in the Marketing and Communications Plan (Task 3.2).

*Task 3.1 Deliverable:* Ranking list of prioritized properties and final list of criteria used for prioritization

### **Task 3.2 Develop Marketing and Communications Plan**

The Proposer will develop a marketing and communications strategy to engage and enroll properties on the Ranking List in the Program. 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.

SVCE understands that engagement strategies may differ from property to property. The intent of this marketing plan is to provide a high-level approach for communicating the program services to the target audience. The marketing plan should include key messages, marketing activities and tactics, marketing materials, and method of delivery.

The Proposer will draft the Plan and submit to SVCE for review and approval before finalizing.

*Task 3.2 Deliverable:* Marketing and Communications Plan

### **Task 3.3 Develop Case Studies**

In collaboration with SVCE, the Proposer will facilitate interviews, photos, and other activities to produce case studies (2-4 pages each) on participating properties. The case studies are intended for public distribution and will highlight successes, challenges, costs, and best practices with transitioning to all-electric construction.

The Proposer will provide case studies for each participating property within 90 days of completion of upgrades.

*Task 3.3 Deliverable: Case Studies on Participating Properties*

### **Task 3.4 Implement marketing and outreach activities**

The Proposer will market the Program to property owners or managers on the Ranking List as outlined in the Marketing and Communications Plan (Task 3.2). The Proposer will screen the property for eligibility and offer the property either Direct Install Services (Task 5) or Gap Funding Grants (Task 6).

### **Task 4: Provide Technical Assistance to Property Owners**

The Proposer will provide technical assistance to support the property owner or manager throughout the Program. The goal of this task is to be the "single point of contact" for the property on all activities related to the Program. This includes but is not limited to managing communication, program enrollment, project planning and advising, complementary program referral and layering assistance.

### **Task 5: Implement Direct Install Services**

#### **Task 5.1 Provide training to contractors and subcontractors**

The Proposer will deliver training to contractors and subcontractors to ensure equipment is installed properly and program participants are satisfied, as detailed in Quality Assurance and Quality Control Plan of the Program Implementation Manual (Task 1.3). All contractors and subcontractors must hold the appropriate license(s) for any installation and work performed under this Scope of Services. All equipment must be installed in accordance with all applicable federal, state and local laws, building codes, manufacturer's specifications, and permitting requirements.

#### **Task 5.2 Deliver Electrification Plan**

The goal of this task is to perform the necessary activities (e.g., phone/email screenings, in-person site visits, building evaluations, technical or financial analysis, etc.) to deliver a customized Electrification Plan (Task 1.6) to the property owner or manager. The Proposer will implement these activities as detailed in the Program Implementation Manual (Task 1.3).

The Proposer will draft the customized Electrification Plan and submit to SVCE for approval. Once approved, the Proposer will deliver the Electrification Plan to the property owner or manager.

*Task 5.2 Deliverable: Customized Electrification Plan*

#### **Task 5.3 Execute Direct Install Program Participation Agreement**

After delivering the Electrification Plan to the property owner or manager, the Proposer will provide an unsigned version of the Direct Install Program Participation Agreement (Task 1.4)

for the property owner or manager to sign and enroll in direct install services. The Proposer will provide signed copies to SVCE to issue a notice to proceed (NTP).

*Task 5.3 Deliverable:* Signed Direct Install Program Participation Agreements

#### **Task 5.4 Install Direct Install Measures**

Upon receiving SVCE's NTP, the Proposer will perform the necessary activities to install the Direct Install Measures in accordance with applicable federal, state and local laws, building codes, manufacturer's specifications and permitting requirements. The Proposer will implement a Quality Assurance and Quality Control Plan to verify each project has been installed properly and documented accurately as specified in the Program Implementation Manual (Task 1.3).

The Proposer will ensure all manufacturer product warranties held by the Proposer will be transferred to the property owner or manager upon completed installation.

#### **Task 5.5 Provide staff and tenant education on installed equipment**

The Proposer will collaborate with SVCE to develop resources, training, and education to property staff and tenants on operation and maintenance of new equipment. After installing the Direct Install measures, the Proposer will deliver these resources to property staff and tenants. Tenant resources should also be available in multiple languages including English, Spanish, Chinese, and Vietnamese.

*Task 5.5 Deliverable:* Tenant resources

#### **Task 5.6 Apply for and receive third-party incentives**

The goal of this task is to reduce project costs through enrollment in complementary multifamily incentive programs such as, but not limited to: TECH Clean California, Bay Area Regional Energy Network (BayREN), Low Income Weatherization Program, California Energy Smart Homes, and others.

The Proposer will apply for and maximize the total amount of (i.e., stack) third-party incentives on behalf of the property owner and/or contractor. SVCE will pay for total project costs less third-party incentives.

### **Task 6: Implement Gap Funding Grants**

#### **Task 6.1 Assist Properties with Gap Funding Grant Applications**

SVCE intends to grant up to \$1.5 million in gap funding grants to properties with projects under design. After contacting with the property owner or manager, the Proposer will determine whether the property meets the SVCE criteria for Gap Funding Grants. If qualified, the Proposer will:

- i) develop a Gap Funding Grant Application (Task 2.2) on behalf of the property owner or manager.
- ii) review the property's scope of work for opportunities to pursue all-electric construction.
- iii) submit a completed Gap Funding Grant Application to SVCE for approval.

*Task 6.1 Deliverable:* Completed Gap Funding Grant Applications

#### **Task 6.2 Execute Gap Funding Grant Program Participation Agreement**

After receiving SVCE's approval, the Proposer will provide an unsigned version of the Program Participation Agreement (Task 2.3) for the property owner or manager to sign and receive a Gap Funding Grant. The Proposer will provide signed copies to SVCE.

*Task 6.2 Deliverable:* Signed Gap Funding Grant Program Participation Agreement

### **Task 7: Educate and Enroll Properties in E-ELEC Rate**

After participating properties complete their projects, the Proposer will provide education (e.g., workshops, webinars, etc.) and resources to property owners and tenants on SVCE's E-ELEC rate with the goal of enrolling customers in the E-ELEC rate. Tenant resources should also be available in multiple languages including English, Spanish, Chinese, and Vietnamese.

*Task 7 Deliverable:* List of participants for each workshop and webinar

### **Task 8: Provide Ongoing Program Administration**

#### **Task 8.1 Provide Monthly Invoicing**

The Proposer will invoice SVCE monthly for work performed, including all subcontractor invoices as backup documentation in accordance with the Program Invoice Template (Task 1.10). Proposer will indicate if invoices are expected to be delayed or anticipated to deviate from the monthly schedule.

*Task 8.1 Deliverable:* Monthly Invoices

#### **Task 8.2 Manage Prevailing Wage Compliance and Documentation**

The Proposer will be responsible for all prevailing wage compliance, including for all subcontractors. This includes articulating to SVCE what obligations exist, meeting said obligations, and providing all necessary documentation to the DIR or other entities (to include any obligations that the property owner is nominally responsible for). If any materials are renewed or subcontractors changed, updated documents must be provided at that time.

*Task 8.2 Deliverable:* Prevailing Wage Compliance Documentation

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

#### **Task 9.1 Collect Feedback from Program Participants**

After program participant has completed their project, the Proposer will provide the Feedback Form Template (Task 1.7) to the program participant. The Proposer will collect and review responses from the Feedback Form and as necessary, propose modifications to the Program.

The Proposer will address and attempt to resolve all issues discovered through either Feedback Forms or other means of participant contact within five (5) business days of receiving feedback. The Proposer will document all such issues, actions taken to resolve them, and outcomes and report them to SVCE. If Proposer cannot resolve program-related issues to the participant's satisfaction within five (5) business days, Proposer will immediately provide SVCE with a detailed description of each complaint, including the



program participant's name and contact information and any other information requested by SVCE.

*Task 9.1 Deliverable: Completed Feedback Forms*

**Task 9.2 Provide Program Reports**

The Proposer will provide annual reports in accordance with the Program Report Template (Task 1.11). The Proposer will deliver the Annual Program Report within 60 days of the 12-month reporting period. Proposer will indicate if reports are expected to be delayed or anticipated to deviate from the schedule.

*Task 9.2 Deliverable: Annual Program Reports*

**Task 9.3 Assist EM+V Consultant with Program Evaluation**

The goal of this task is to evaluate the performance of the Program. 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 Program as well. The Proposer is expected to provide progress reports and any additional data requested 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.

**Task 9.4 Develop Final Program Report**

The Proposer will develop a Program Final Report, which will include Program achievements, challenges, goals, lessons learned, and costs. The Proposer will deliver the Final Report within 30 calendar days before the end of the Program.

*Task 9.4 Deliverable: Final Program Report*

# Attachment A: Standard Contract

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND**  
**CLICK TO ENTER CONSULTANT'S NAME**  
**FOR**  
**CLICK TO ENTER SERVICES THAT WILL BE PROVIDED**

THIS AGREEMENT ("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:

1. **TERM**

The term of this Agreement shall commence on [Click here to enter beginning of term.](#), and shall terminate on [Click here to enter end of term.](#), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed [Click here to enter amount of compensation in words.](#) dollars ([Click here to enter amount of compensation in numerals.](#).00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area 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.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. 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.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. 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.

8. **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.

9. **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 Attorney, 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. In the event Authority gives Consultant written notice of a “litigation hold”, then as to all data identified in such notice, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

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

E. 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.

Consultant understands and agrees that the installation of equipment as described in "Exhibit A Scope of Services" is subject to the payment of prevailing wage and Consultant and any subcontractors, shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage.

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

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Enter Your Name, Enter Your Title

RECOMMENDED FOR APPROVAL

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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**

Specify the schedule for design, development, and launch of the Multifamily Program

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

<b>Table B-1 – Project Deliverables and Schedule</b>		
<b>Task</b>	<b>Deliverables</b>	<b>Timeline (start to end date, or due date)</b>
Finalize Contract Scope	Fully executed contract	November 8, 2023
<b>Task 1 – Direct Install Program Design and Set Up</b>		
1.1 Host Program Kick-off Meeting and Ongoing Program Check In-Meetings	Program Kick-off Meeting date and agenda	
1.2 Design Program with Stakeholders	Stakeholder Focus Group Meeting dates and agenda	
1.3 Develop Program Implementation Manual	Program Implementation Manual	
1.4 Develop Direct Install Program Participation Agreement	Direct Install Program Participation Agreement	
1.5 Develop List of Direct Install Measures	List of Direct Install Measures	
1.6 Develop Electrification Plan Template	Electrification Plan Template	
1.7 Develop Feedback Form Template	Feedback Form Template	
1.8 Develop Program Invoice Template	Program Invoice Template	
1.9 Develop Program Reporting Template	Program Reporting Template	
<b>Task 2 – Gap Funding Grant Design and Set Up</b>		
2.1 Develop Cost-Capped Incentives for Gap Funding Grant	List of cost-capped incentives	
2.2 Develop Gap Funding Grant Application	Gap Funding Grant Application Template	
<b>Task 3 - Marketing and Outreach</b>		
3.1 Develop Property Ranking List	Ranking list of properties and final criteria used for prioritization	
3.2 Develop Marketing and Communications Plan	Marketing and Communications Plan	
3.3 Develop Case Studies	Case Studies on Participating Properties	
<b>Task 4 – Provide Technical Assistance to Property Owners</b>		
Provide Technical Assistance to Property Owners		
<b>Task 5 – Implement Direct Install Services</b>		
5.1 Provide training to contractors and subcontractors		
5.2 Deliver Electrification Plan	Customized Electrification Plans	
5.3 Execute Direct Install Program Participation Agreement	Signed Direct Install Program Participation Agreements	
5.4 Install Direct Install Measures		
5.5 Provide staff and tenant education on installed equipment	Tenant resources	
5.6 Apply for and receive third-party incentives		
<b>Task 6 – Implement Gap Funding Grants</b>		
6.1 Assist Properties with Gap Funding Grant Applications	Completed Gap Funding Grant Applications	



6.2 Execute Gap Funding Grant Program Participation Agreement	Signed Gap Funding Grant Participation Agreements	
<b>Task 7 – Educate and Enroll Properties in E-ELEC Rate</b>		
Educate and Enroll Properties in E-ELEC Rate	List of participants for each workshop or webinar	
<b>Task 8 – Provide Ongoing Administration</b>		
8.1 Provide Monthly Invoicing	Monthly Invoices	
8.2 Provide Prevailing Wage Compliance Documentation	Prevailing Wage Compliance Documentation	Ongoing
<b>Task 9 – Evaluate Program Performance</b>		
9.1 Collect Feedback from Program Participants	Completed Feedback Forms	
9.2 Provide Program Reports	Annual Program Reports	Within 60 days of 12-month reporting period
9.3 Assist EM+V Consultant with Program Evaluation		Ongoing, as requested
9.4 Develop Final Program Report	Final Program Report	Within 60 days before end of Program term

**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 twelve million five hundred thousand dollars (\$12,500,000) **a total of eleven million five hundred thousand dollars (\$11,000,000)**, 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>Table C-1 – Total Compensation NTE Amounts</b>						
<b>Budget Category</b>	<b>Year 1 NTE (% of Total Year 1 NTE)</b>	<b>Year 2 NTE (% of Total Year 2 NTE)</b>	<b>Year 3 NTE (% of Total Year 3 NTE)</b>	<b>Year 4 NTE (% of Total Year 4 NTE)</b>	<b>Year 5 NTE (% of Total Year 5 NTE)</b>	<b>Total Task(s) NTE (% of \$11 million)</b>
<b>Program Design and Set Up (Tasks 1 &amp; 2)</b>						
<b>Program Admin (Tasks 8 &amp; 9)</b>						
<b>Marketing &amp; Outreach (Task 3)</b>						
<b>Technical Assistance (Task 4)</b>						
<b>Direct Install Services (Task 5)</b>	<i>Please include 15% contingency in your proposed budget</i>					
<b>Gap Funding Grants (Task 6)</b>	<i><del>Please include \$1.5 million in awarded grants in your proposed budget.</del> Please only include administration of \$1.5 million in awarded grants in your proposed budget</i>					
<b>E-ELEC Rate Enrollment (Task 7)</b>						
<b>Annual NTE</b>						<b>\$11 million</b>

<b>Table C-2 – Estimated Program Service Levels</b>		
<b>Task</b>	<b>Total Task NTE (must match Table C-1)</b>	<b>Estimated Program-wide Services (Years 1 – 5)</b>
Technical Assistance (Task 4)		<i>e.g., hours of technical assistance, etc.</i>
Direct Install Services (Task 5)		<i>e.g., number of units fully electrified, etc.</i>
Gap Funding Grants (Task 6)		<i>e.g., hours of gap funding grant support, etc.</i>
E-ELEC Rate Enrollment (Task 7)		<i>e.g., number of workshops/trainings, number of support hours, etc.</i>

**Table C-3 - Hourly Rate Schedule**

<b>Title</b>	<b>Prevailing Wage Position?</b>	<b>Year 1 Hourly rate</b> <small>Please include overhead costs, if any, for prevailing wage positions.</small>	<b>Year 2 Hourly rate</b> <small>Please include overhead costs, if any, for prevailing wage positions.</small>	<b>Year 3 Hourly rate</b> <small>Please include overhead costs, if any, for prevailing wage positions.</small>	<b>Year 4 Hourly rate</b> <small>Please include overhead costs, if any, for prevailing wage positions.</small>	<b>Year 5 Hourly rate</b> <small>Please include overhead costs, if any, for prevailing wage positions.</small>
<i>Example: Prevailing Wage Position</i>	<i>Yes</i>	<i>Prevailing wage rate</i>	<i>Prevailing wage rate + \$1.50/hour overhead</i>	<i>Prevailing wage rate + 3% overhead</i>	<i>Prevailing wage rate + 3% overhead</i>	<i>Prevailing wage rate + 3% overhead</i>
<i>Example: Non-prevailing Wage Position</i>	<i>No</i>	<i>\$100</i>	<i>\$103</i>	<i>\$106</i>	<i>\$109</i>	<i>\$112</i>
Electrician apprentice						
Electrician journeyman						
HVAC apprentice						
HVAC journeyman						
Laborer						
Plumber apprentice						
Plumber journeyman						
Roofer apprentice						
Roofer journeyman						
Title						
Title						
Title						
Title						

**Table C-4 - Materials and Other Direct Costs Schedule**

<b>Title</b>	<b>Description, including markups or discounts if any</b>	<b>Year 1 Cost Range</b>	<b>Year 2 Cost</b>
<i>Example: Building Permits</i>	<i>Building permits cost plus 5% administrative cost</i>	<i>Passthrough</i>	<i>(Please remove)</i>
<i>Example: Unitary heat pump water heater</i>	<i>50 to 80 gallon tank sizes. WiFi-enabled. Prices include 10% discount from bulk purchase and 12-year manufacturer's product warranty.</i>	<i>\$1,500 - \$2,000</i>	<i>(Please remove)</i>

**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.

**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**  
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.

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## 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 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.