



REQUEST FOR PROPOSALS

Telematics-Based Electric Vehicle (EV) Managed Charging Pilot

TO: All Prospective Proposers

SUBJECT: Request for Proposals: Telematics-Based Electric Vehicle Managed Charging Pilot

DATE ISSUED: August 11, 2023

RESPONSES DUE: September 22, 2023

I. RFP SUMMARY / PURPOSE

A. About SCV & Background of RFP

The Sonoma Clean Power Authority (“SCP”) is a public, locally run “community choice aggregation” electricity provider providing electric power generation service for 87% of residents and businesses across Sonoma and Mendocino Counties (except Healdsburg and Ukiah). SCP is proud to serve our communities by delivering on our mission of turning the tide on the climate crisis, through bold ideas and practical programs. This includes aiding with the transition to renewably powered cars and trucks. For more information about SCP go to: www.sonomacleanpower.org.

Electrical Vehicle (“EV”) adoption and load are forecasted to grow significantly over the next five years. This new load will make night-time off-peak charging a key constraint for both renewables and the ability to add additional EVs in our territory.

SCP seeks the capability to reduce systemwide night-time EV charging peaks and shift EVs to daytime charging while accounting for vehicle state of charge. The goals for this capability are as follows:

- Reduce the midnight to 6am charging max demand (measured in 15-min intervals) by over 70% for pilot participants (compared to current demand response charging participants).
- Shift over 10% of charging load to daytime charging (10am-3pm) for pilot participants (compared to current demand response charging participants).

- Establish an effective set of scalable customer incentives.
- Determine the potential value of a larger telematics-based managed EV charging program to SCP and its customers.

SCP issues this request for proposal (“RFP”) to solicit proposals (“Proposal(s)”) from interested corporations, joint ventures, partnerships, and individuals (“Proposer(s)”) to (i) provide a telematics-based managed EV charging platform (“Telematics System”); and (ii) assist SCP by managing a pilot program that will optimize electric vehicle (“EV”) charging efficiency by connecting directly with an EV with a telematic-based charging management system to track and collect EV charging data.

B. Purpose & Objectives of RFP

The objectives of the work for this RFP are as follows:

- Achieve the enrollment goal of 250 to 500 participants with outreach to existing EV owners (including Tesla owners) and targeting SCP customers not already participating in the existing demand response charging program.
 - Test incentive levels and delivery methods to improve enrollment and ongoing participation levels.
- Measure for the midnight to 6 a.m. charging max demand and shift to daytime charging (10 a.m.-3 p.m.), and adapt strategies as needed to improve responses by participating vehicles, including:
 - Test shift to dynamic charger management (compared to event-based).
 - Test messaging to keep vehicles plugged in as a precursor to V2X messaging.

The selected Proposer will support the SCP team in recruiting participants, targeting SCP customers not already participating in SCP’s existing demand response program using EV smart chargers. SCP intends to encourage participation by providing enrollment and participation incentives. Currently, SCP anticipates that the selected Proposer will measure the responses to the Telematics System over a full year.

SCP is interested in discovering all Proposer’s capabilities related to Telematics System managed EV charging and associated pricing. SCP intends to proceed to more specific negotiations on contract development with one or more qualified Proposers.

C. General Overview of Services

In partnership with SCP, the selected Proposer will be required to perform the services identified in this RFP, including the scope of work attached hereto as **Attachment A** and the form Agreement for Professional Services attached hereto as **Attachment B** (“Form Agreement”) (collectively, “Services”), which, generally, will require the following:

- Implementing a Telematics System for residential customers (shifting daily energy demand to times with higher renewable energy availability, lower

demand on the electricity grid, lower wholesale energy costs, and lower customer retail rate);

- Assisting SCP in customer recruitment;
- Tracking and collecting data from the Telematics System; and
- Providing SCP with user-friendly administrative controls and data reporting features (enabling SCP to analyze customer charging data and evaluate the managed charging system’s performance).

The selected Proposer may also play a significant role in marketing and developing materials for launch in coordination with SCP’s marketing department.

II. RFP TIMELINE

SCP intends to comply with the following schedule of events during the selection process (“Schedule of Events”):

EVENT	DEADLINE
RFP Published	August 11, 2023
Deadline for written questions to be submitted	August 22, 2023
Responses to questions to be posted on SCP website	August 25, 2023
Proposal packages due	September 22, 2023, by 5:00 PM
RFP Submission review complete	September 29, 2023
Target Date for Interviews	October 2-6, 2023

SCP may, in its sole and absolute discretion, revise this Schedule of Events by issuing an addendum.

III. RFP ATTACHMENTS

The following are attached to this RFP:

ATTACHMENT	DESCRIPTION
Attachment A	Scope of Work
Attachment B	Form of Professional Services Agreement

IV. QUALIFICATIONS AND REQUIREMENTS

In order to be eligible for selection, a qualified Proposer **MUST** demonstrate the following minimum qualifications and experience:

- The Proposer must demonstrate experience in administering a Telematics System managed charging platform that is easy to understand and operate in a similar regulatory environment while maintaining vehicle communications and security standards; Proposers must provide no more than three references for similar projects.
- The Proposer must demonstrate its ability to connect with customer vehicles through telematics (no hardware needed) to read vehicle data and start and stop vehicle charging based on parameters set by SCP and customer inputs for both Level 1 (120V) and Level 2 (208V - 240V) charging.
- The Proposer must be able to demonstrate successful charge management with a broad array of vehicle makes and models via telematics platform. Preference will be given to Proposers with proven abilities to manage the most vehicle types.
- The Proposer must demonstrate their ability to establish ongoing data transfer mechanisms (e.g., API data stream or daily transfer into cloud storage or SFTP, etc.) to provide SCP with all customer data obtained during the pilot and allow SCP to evaluate customer charging data and performance of the managed charging system.
- The Proposer must be able to support eligible participants across the entire SCP Service Territory (substantially all of Sonoma and Mendocino Counties). Please identify any challenges for vehicle connectivity in rural and hilly areas.

V. REVIEW PROCESS

A. Proposals will be evaluated based on:

- a. Thoroughness and quality of response;
- b. Qualifications and experience of the firm and staff;
- c. Demonstration of previous work experience aligned with this solicitation;
- d. Satisfaction of the Scope of Services, as described in this RFP;
- e. Additional objectives provided, as described in this RFP;
- f. Staffing plan;
- g. Pricing;
- h. Quality of references;
- i. Stated exceptions to SCP's contract template or insurance requirements;
and
- j. Any other factors SCP deems relevant pertaining to a Proposer's qualifications and experience to perform the Services.

- B. SCP will select a Proposer(s) to enter into negotiations to perform the Services if SCP determines, in its sole discretion, that it will best meet SCP's needs.
- C. Depending on the responses to this RFP, SCP may decide to interview and/or contract with more than one organization or individual. SCP staff will evaluate the responses to this RFP, and may, in its sole and absolute discretion, interview selected firms and individuals. If a Proposer is selected for an interview, SCP will contact a Proposer(s) to schedule a date and time.
- D. Issuance of this RFP is not a guarantee that SCP will select or enter into a contract with any Proposer. SCP reserves the right, at its sole discretion, to waive irregularities in Proposals, to request modifications of any Proposal during negotiations, to accept or reject any or all Proposals received, and to cancel all or part of this RFP at any time prior to awards. Proposers are not entitled to any reimbursement for costs associated with submitting a Proposal.
- E. SCP reserves the right to contact a Proposer at any time for clarifications about any part of the Proposer's Proposal. Proposal review questions and communications will focus on clarifying the information set forth by the Proposer in the proposals and will not be an opportunity for the Proposer to revise terms.

VI. NEGOTIATIONS AND FINALIZATIONS

Once the Proposer(s) has been selected to perform the Services, contract negotiations will be conducted. These negotiations will relate to the detailed scope of work, specific program delivery features, program budgets, schedules, and payment terms. The contractual terms will include the general terms and conditions provided in the Form Contract. SCP reserves the right to simultaneously conduct negotiations with both the prospective vendor/contractor and an alternate Proposer. SCP also reserves the right to terminate negotiations with any or all Proposer(s) in the event that SCP and the Proposer(s) are unable to agree on contract terms and conditions within a reasonable period of time to be determined in SCP's sole and absolute discretion.

VII. QUESTIONS REGARDING THE RFP, COMMUNICATION AND ADDENDA

For questions regarding this RFP, please contact:

programs@sonomacleanpower.org with the subject line clearly marked *"Telematics-Based EV Managed Charging Pilot - RFP Questions."* Questions must be received no later than the deadline set forth in the Schedule of Events.

SCP will post and share responses to all questions by the deadline established in this RFP publicly by posting responses on SCP's website by the date indicated in the Schedule of Events.

No other contact with SCP employees or its contractors related to this RFP shall be made throughout this entire process. Any unauthorized contact may result in immediate disqualification.

In the event it becomes necessary to revise any part of this RFP, SCP will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this RFP. Proposers must acknowledge receipt of all addenda in their Proposals.

VIII. RFP SUBMITTAL PROCESS

1. **Proposal Deadline.** The deadline for submittal of a Proposal is 5:00 p.m. on the date indicated in the Schedule of Events (“Proposal Deadline”). No proposals will be accepted after that time.
2. **Place and Form of Proposal.** One copy of the Proposal should be emailed to programs@sonomacleanpower.org with the subject line clearly marked “Telematics-Based EV Managed Charging Pilot- RFP Submittal”. Upon submittal, you will receive confirmation of receipt.
3. **Proposer’s Responsibility for Timely Proposal.** Proposals must be submitted by the Proposal Deadline. Untimely Proposals shall be deemed nonresponsive. Proposers are solely responsible for ensuring that SCP received their Proposals. SCP shall not be responsible for any electronic submission failure or any corrupt electronic file. If Proposers do not receive a confirmation email, Proposers should contact programs@sonomacleanpower.org to ensure that SCP received a Proposal.
4. **Effect of Proposal Submission.** Submission of a Proposal shall be deemed a representation that the Proposer:
 - a. Has carefully read and fully understands the information provided by SCP as part of this RFP, including all attachments;
 - b. Represents that all information submitted is true and correct;
 - c. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary; and
 - d. Represents and warrants that the Proposer has no objections to any of the contents of the Form Agreement, except as expressly detailed in the Proposal.
5. **Withdrawal & Modification.** Proposals may be withdrawn at any time prior to the Proposal Deadline, upon written notification to SCP. No requests for modification or withdrawal of a Proposal shall be considered after the Proposal Deadline.

6. **Joint Proposals.** Proposers are encouraged to submit a joint proposal with other firms or individuals, as needed. If the proposal includes services from multiple companies, please identify the proposal lead and how they will manage any and all subcontractors, partners, and consultants.

IX. RFP SUBMITTAL REQUIREMENTS

Proposals shall be fully responsive to all requirements of this RFP.

1. **Cover Letter (1 page maximum).** Must contain reference to this solicitation, the legal business name, address, and contact information of the Proposer, and the signature of an individual with the authority to bind the organization or firm.
2. **Approach to the Services.** Describe Proposer's approach and explanation for how it plans to meet the objectives outlined in this RFP and the Services including, but without limitation, addressing the following:
 - a. Provide examples of the customer interface, user experience, how customers are onboarded in the platform, and the ongoing customer experience.
 - b. Provide examples of challenges that come with Telematics System managed charging (such as connectivity) and how Proposer will address these challenges.
3. **Minimum Qualifications.** Describe how Proposer meets qualifications included in the "Qualifications and Requirements" of this RFP.
4. **Relevant Proposer Project Experience**
 - a. A list of all projects based in California in which the Proposer has provided support for telematics-based managed EV charging during the last five years, if applicable. Provide the following, at minimum, for each:
 - i. Name of project owner;
 - ii. Contact information for owner's representative (phone number & email address)
 - iii. Description of project and services; and
 - iv. All claims and litigation arising from the project, if any. Provide information related to the issues, status, names of parties, and the outcome, including, if settled, the alleged damages and settlement value.
 - b. A list of all vehicle makes and models (and model years and/or trim levels, if applicable) with which Proposer has successfully demonstrated telematic-based charge management capabilities. For each vehicle make and model, please list all relevant requirements for vehicle participation (e.g., active OnStar or Nissan Connect subscription, etc.).
 - c. A list of all relevant relationships with automakers, including whether the Proposer is working collaboratively with the automaker, along with a description of any approval that may be needed to start the project.

- d. For any instances where the Proposer is not working directly with the automaker, explain how the Proposer intends to keep the data stream running consistently, along with any risks to this approach.
- e. How the Proposer intends to scale the platform to include an increasing percent of on-road passenger vehicles.
 - i. Explain any obstacles to scaling the platform and the approach to overcoming these challenges.
 - ii. Include a non-confidential list of vehicle makes and models that the Proposer expects to be able to manage charging within the next year and an integration timeline.

5. Pricing

- a. Proposer should describe the compensation structure that Proposer may seek from SCP for services, inclusive of platform access, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses. Proposer shall include hourly rates for personnel that will be assigned to deliver the scope.
 - b. Include the price to provide the services outlined in this RFP, including both upfront startup and development costs and ongoing subscription costs. Ongoing, annual subscription costs should be referenced on a tiered basis, as indicated below:
 - i. 0- 500 vehicles
 - ii. 501 - 999 vehicles
 - iii. 1,000 - 1,999 vehicles
 - iv. 2,000 - 4,999 vehicles
 - v. 5,000 - 9,999 vehicles
 - vi. 10,000+ vehicles
 - c. Pricing should not include travel costs (to be billed separately as a direct cost with no markup).
- 6. Statement of Interest.** Why the Proposer wants to partner with SCP and what improvements can be made to SCP's approach for launching a pilot to optimize EV charging efficiency using telematics-based managed charging.
- 7. Organization chart and Capacity.** Describe Proposer's capacity to perform the Services by addressing the following:
- a. Identify physical locations of your company that would be responsible for implementing a telematics-based managed EV charging system.
 - b. Size of your company.
 - c. Number of full-time employees.
 - d. Identify your company's standard hours of operation.
 - e. Hours of customer service.
- 8. Information Regarding Key Personnel.** Provide the following for all key team members that will perform the Services:
- a. Primary point of contact, subcontractors and/or teaming partners, and roles and responsibilities as they relate to SCP's scope of work.
 - b. Proposer must provide qualifications for all team members identified above, including resumes.

- c. SCP expects that the key personnel listed above will perform the Services, if selected.

References. Provide a company name, contact name, phone number, and email address for at least three, but no more than five, customers as references that can be contacted about the services you provided for them. These references may be the same as those listed in the “Relevant Proposer Project Experience” section above. If they are different, provide the information provided for projects in the “Relevant Proposer Project Experience” section above.

9. **Objections to Form Agreement.** Any objections or revisions by Proposer to SCP’s Form Agreement. Objections or changes to the Form of Agreement not set forth in the Proposal are deemed waived by the Proposer. SCP may accept or reject revisions or objections in its sole and absolute discretion.

X. GENERAL TERMS AND CONDITIONS

1. **California Public Records Act.** All Proposals submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Proposer desires to claim portions of its proposal exempt from disclosure, the Proposer must clearly identify those portions with the word “confidential” printed on the lower right-hand corner of the page. SCP will consider a Proposer’s request for exemption from disclosure based on applicable law. Assertions by a Proposer that the entire Proposal or large portions are exempt from disclosure will not be considered. All Proposals shall become the property of SCP and will be retained or disposed of accordingly. By submitting a Proposal, Prosper agrees that, in the event that a Proposer asserts that its Proposal or portion thereof is exempt from disclosure, Proposer shall at SCP’s option indemnify, defend with counsel appointed by SCP, and hold harmless SCP and SCP’s elected officials, officers, employees, agents, and volunteers from any claim, cause of action, litigation, or other proceeding that arises out of, relates to, or is incident to any such person refusing to produce for disclosure such Proposal or portion thereof.
2. **Compliance With Laws / Non-Discrimination.** The selected Prosper(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (“ADA”). Proposers shall be responsible for establishing and implementing an ADA program within the Proposer(s) workplace. Proposers shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, sexual orientation, or military and veteran status. The selected Proposer shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.

3. **Interview Attendance.** SCP is not responsible for any costs the Proposer may incur in the preparation of the Proposal, interview, or selection process.
4. **Required Information Prior to Contract Execution.** Prior to contract execution, proof of all insurances at the levels specified in the Form Agreement will be required.
5. **Supplemental Information.** During the evaluation process SCP may request from any Proposer additional information which SCP deems necessary.

XI. RIGHTS OF SONOMA CLEAN POWER

1. This RFP does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a Proposal or in anticipation of a contract.
2. SCP reserves the right to:
 - a. Issue subsequent solicitations;
 - b. Postpone any of the time periods set forth in this RFP, for its own convenience;
 - c. Remedy technical errors in the RFP;
 - d. Negotiate with any, all, multiple or none of the Proposers that respond;
 - e. Waive informalities and irregularities in the RFP; and
 - f. Take any other action not otherwise prohibited by law.
3. SCP reserves the right not to contract with any Proposer.
4. Evaluation of a Proposal does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any Proposer in connection with this RFP and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of SCP. SCP shall not be responsible for any costs incurred by a Proposer to prepare, submit, negotiate, contract, or otherwise participate in this RFP process.
5. SCP intends to own and collect Low Carbon Fuel Standard credits earned through participating vehicles that charge at SCP customer locations through this project.

XII. CONFLICTS OF INTEREST

SCP is subject to the Political Reform Act (Government Code Section 87100, et seq), Government Code Section 1090, Government Code

Section 84308, related regulations, and other requirements governing conflicts, campaign contributions, and gifts (“COI Laws”).

Proposers are required to review all applicable COI Laws and by submitting a Proposal in response to this RFP, Proposer also acknowledges that it has reviewed all applicable COI Laws and applicable SCP policies, as they may be amended from time to time.

This RFP process will be conducted in compliance with all COI Laws. SCP employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with Proposer.

Proposers must disclose to SCP of any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the services to be provided pursuant to this RFP. Failure to do so may result in disqualification and any remedies set forth in the COI Laws.

ATTACHMENT A SCOPE OF SERVICES

The scope of work includes all aspects of implementing a telematics-based managed EV charging system for residential customers as outlined in the following tasks:

Task 1: Project management

- Proposer shall submit monthly progress reports and invoices to SCP's Project Manager and schedule check-ins as needed.

Task 2: Configure and deploy managed charging platform using telematics

- Proposer shall configure the managed charging platform based on SCP's project goals and other requirements identified by the project team.
- Proposer shall work with SCP to collect and make data available from the vehicle and/or user using industry best practices. Desired data to be collected includes:
 - Customer name, electricity account number, address, and email address
 - Customer enrollment and unenrollment/termination dates
 - Unique customer identifier
 - Vehicle make/model, model year, and vehicle identification number
 - Number of charging sessions with customer-driven overrides
 - Charging session location (geo-fenced for accepted locations)
 - Plug-in and unplug times, total plug-in duration, and total charge duration
 - Average battery state of charge at the beginning and end of sessions
 - Total energy dispensed per session and on a 15-minute or half-hourly basis
 - Charging rate used per session (average kW per session)
 - Customer's intended time of departure ("ready-by time")
 - Home charging setup (L1, L2, etc.), inferred through average charging speeds
 - Baseline to demonstrate energy peak reduction attributable to the managed charging system based on historical data or average EV customer charging profile
 - Unsuccessful start or stop charge commands and other relevant performance metrics
- Proposer shall deploy managed charging platform, customer interface and communications, and program reporting dashboards.
 - Platform should be capable of communicating utility messages through a mobile app or other customer interface.

Task 3: Enroll and support customers

- Proposer shall provide customer support during onboarding and throughout the pilot period, including:
 - Troubleshooting any issues or questions that customers may have while enrolling or participating in the managed charging platform;
 - Providing timely technical support;
 - Providing in-app and external outreach materials; and
 - Providing instructional user guides for customers.

Task 4: Support SCP during pilot implementation

- Proposer shall support SCP during the estimated 12-month pilot period, performing design iterations, feature updates, and software fixes, as needed.
- Make adjustments and improvements as needed in coordination with SCP.
- Assist in data evaluation and analysis, as necessary, to support SCP's load-shifting and experimental objectives.
 - Collaborate with SCP to design and conduct pre- and post-pilot participant surveys.

Task 5: Provide final report and continuation options

- Provide final report on the managed charging system performance during the pilot period, technical challenges and proposed solutions, scaling potential noting any technical challenges to expansion, and other lessons learned for consideration in future program design of an EV managed charging program.

Task 6: EV detection (optional)

- Proposer may offer to work with SCP to identify and analyze the activity of all EVs charging at SCP accounts using advanced metering infrastructure data and DMV registration data obtained by SCP.

Task 7: Configure managed charging platform to include smart chargers (optional)

- Proposer may offer to configure the managed charging platform to include smart chargers that have either been deployed as part of SCP's existing demand response program or through deployment of compatible smart chargers during the pilot period.

ATTACHMENT B
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”), dated as of [REDACTED] (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCP”), a California joint powers authority, and [REDACTED] (“Consultant”). SCP and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

1. **Scope of Services:** Consultant agrees to provide to SCP the services described in Exhibit A (“Services”).

2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services. If SCP determines that any of Consultant’s work performed as Services is not in accordance with the level of competency and standard of care normally observed by an expert practicing in Consultant’s profession, SCP, in its sole discretion, shall have the right to do any or all of the following:
 - a. require Consultant to meet with SCP to review the quality of Consultant’s work performed as Services and resolve matters of concern;
 - b. require Consultant to repeat the Services at no additional charge until the work meets the level of competency and standard of care normally observed by an expert in Consultant’s profession;
 - c. terminate this Agreement pursuant to Section 6; or
 - d. pursue any and all other remedies at law or in equity.

3. **Payment:** Consultant shall submit one monthly invoice each calendar month in which Services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
 - a. Date;
 - b. Detailed description of work performed and person(s) involved;
 - c. Time spent in 1/2 hour increments; and
 - d. Running summary on each invoice including total contracted amount of the agreement, funds already paid to date, and remaining funds available.
 - i. Example:

Not to exceed	\$60,000
<u>Payments to date</u>	<u>\$35,000</u>

Remaining funds \$25,000

When such an invoice is furnished in accordance with this Agreement, SCP shall pay all undisputed amounts owing for Services adequately rendered set forth in such invoice within thirty (30) calendar days of receipt such invoice, applying the following rates:

- i. Fees based on the fee schedule, as set forth in Exhibit B (“Fee Schedule”); and
- ii. Reimbursable expenses pre-approved by SCP.

Without limiting the foregoing, Consultant (1) acknowledges that its failure to submit an invoice within sixty (60) days of the occurrence of the event to which a charge contained therein relates is an express condition precedent to any right it may have to payment in connection therewith, and (2) hereby stipulates that Consultant’s failure to strictly comply with such condition precedent is a waiver and release of any right Consultant might otherwise have to payment in connection therewith.

- 4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE TOTAL AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED [write out amount] dollars (\$[]). This dollar amount is not a guarantee that SCP will pay that full amount to Consultant but is merely a limit of potential SCP expenditures under the Agreement. In the event that this total payable amount is reached, Consultant shall continue to furnish and complete the Services at no additional charge.
- 5. **Term of the Agreement:** The term of this Agreement shall be from the Effective Date to [], unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after June 30, 2024 is subject to approval by SCP’s Board of Directors of a budget including such funding, and that SCP may terminate this Agreement pursuant to Section 6 below if such funding is not approved. Consultant, shall promptly deliver to SCP all materials and work product subject to Section 16 upon the conclusion of the term of this Agreement.
- 6. **Termination:**
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, SCP shall have the right to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant.
 - b. Notwithstanding any other provision of this Agreement, should Consultant fail to satisfactorily perform any of its obligations under this Agreement or otherwise breach any of the terms of this Agreement, SCP may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement.

- c. In the event of termination, Consultant shall promptly and in any event no later than within fourteen (14) calendar days following the date of termination, deliver to SCP all materials and work product subject to Section 16 and shall submit to SCP a final invoice for any outstanding payments.
7. **Indemnification:** To the furthest extent permitted by law, Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense), and hold harmless SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.
8. **Insurance:** Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCP.
 - a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.

Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
 - b. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to shall be written on an "any auto" form. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos. Coverage shall be at least as broad as the latest version of the following:

Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto).

- c. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCP. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.
- d. All Policies Requirements.
 - i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A-: VII.
 - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCP within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCP for the entire term of this Agreement.
 - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 431 E Street, Santa Rosa, CA, 95404.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCP immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.

- ix. If Consultant maintains higher limits than the specified minimum limits, SCP requires and shall be entitled to, coverage for the higher limits maintained by Consultant.
 - x. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by SCP. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCP's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCP.
 - xi. SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents, shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
 - xii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - xiii. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - xiv. Policies shall not contain exclusions contrary to this Agreement.
9. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCP and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCP provides its employees. In the event SCP exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
10. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
11. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations,

including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCP harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCP is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCP with proof of payment of taxes on these earnings.

12. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to SCP for inspection and copying at any reasonable time and at Consultant's sole expense. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
13. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under applicable law or that would otherwise conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable laws relating to conflicts of interest, including by way of illustration and not by limitation California Fair Political Practices Act requirements.
14. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCP provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCP, Consultant shall not share Confidential Information with any other person or entity outside of SCP staff and SCP authorized representatives, and upon receipt of a court order, subpoena, or other process compelling disclosure of Confidential Information Consultant shall immediately notify SCP so that SCP has an opportunity to obtain a protective order or other relief. Consultant further agrees to execute non-disclosure agreements related to protecting

violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. **No Third-Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.
22. **Choice of Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.
23. **Exhibits; Order of Precedence:**
 - a. **Exhibits.** This Agreement includes the following Exhibits:
 - i. Exhibit A - Scope of Services
 - ii. Exhibit B - Fee Schedule
 - iii. **Optional Exhibits.** Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.
 - Exhibit C - Non-Disclosure Agreement
 - Exhibit D - Prevailing Wage Requirements
 - b. **Order of Precedence.** In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 23(a) applies.
24. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
25. **Merger:** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and

exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.

26. **Amendment:** No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
28. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.
29. **Attorney Fees:** The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
30. **Joint Powers Authority.** Consultant hereby acknowledges that SCP is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the "Joint Powers Agreement"), that SCP is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCP. Consultant agrees that SCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCP's members, any cities or counties participating in SCP's community choice aggregation program, or any of SCP's retail customers in connection with this Agreement.
31. **Representatives.**
 - a. SCP's Representative. The SCP hereby designates **[***INSERT TITLE***]**, or his or her designee, to act as its representative for the performance of this Agreement ("SCP's Representative"). SCP's Representative shall have the power to act on behalf of the SCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the SCP's Representative or his or her designee.
 - b. Consultant's Representative. Before starting the Services, Consultant shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the SCP ("Contractor's Representative"). Following approval by the SCP, Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement.

Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

SONOMA CLEAN POWER AUTHORITY

CONSULTANT

BY: _____
Michael Koszalka
Chief Operating Officer

BY: _____
[Name]

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM

BY: _____
General Counsel

DATE: _____

Exhibit A
Scope of Services

[Insert Scope of Services/Work]

**Exhibit B
Budget & Fee Schedule**

[Insert Budget & Fee Schedule]

Exhibit C
Non-Disclosure Agreement

- Included
- Not Included

Exhibit D
Prevailing Wage Requirements

- Included
- Not Included