Low Income Energy Efficiency Services
2020 Request for Proposals
Issuance Date: Thursday, June 18, 2020
Response Deadline: Monday, July 6; 5:00 PM PT
Purpose

The global pandemic of the coronavirus, and the resulting economic impacts of mandatory shelter-in-place orders, have greatly impacted the communities in East Bay Community Energy (“EBCE”) service area. EBCE seeks responses from proposers on strategies to reduce energy consumption for low-income customers. A secondary objective of the program is to achieve, where possible, reductions in peak evening usage among the low-income customer segment.

Background and Objectives

Background

East Bay Community Energy (“EBCE”): EBCE is a Joint Powers Authority (“JPA”) formed on December 1, 2016. EBCE launched Phase I of its service implementation with commercial, industrial, and municipal accounts on June 1, 2018. Phase II for residential accounts was launched November 1, 2018. Phase III was launched in April of 2019 and enrolled all Net Energy Meter (“NEM”) customers.

Since its formation, the JPA has consisted of the County of Alameda and all but three of its cities. These include the City of Alameda which has its own municipal utility, and the cities of Newark and Pleasanton. In 2019, the cities of Newark and Pleasanton formally joined EBCE’s JPA, along with the City of Tracy in neighboring San Joaquin County. Expansion of EBCE service to these cities (i.e., initial account enrollments) are scheduled to begin in 2021.

EBCE currently serves over 550,000 customer accounts representing a population of over 1.3 million people, 50,000 businesses, and approximately 6,100 gigawatt hours (“GWh”) of annual load. By 2022 EBCE estimates it will serve an estimated 628,000 customer accounts across all jurisdictions representing a population of over 1.5 million people and a combined load of 7,200 GWh/year. Of EBCE’s total customer base, nearly a fifth of all customers are on CARE rates, representing a total usage of 428,667 MWh (2019.)

Formed by local governments (i.e., cities, towns and counties) as JPAs, CCAs are governed by locally elected public officials and have a unique relationship with our public sector customers. CCAs manage interaction with our customers, have access to all customer interval data, and use that data to inform development of unique customer programs that help meet local climate goals while enhancing community resilience and grid reliability.

EBCE partnered with Recurve Analytics, Inc., (“Recurve”) to establish a service area-wide baseline for time-based energy efficiency programs. The Recurve platform further provides value by identifying segments of customers with energy use characteristics that would be most likely to benefit from program interventions. EBCE will be assisting in lead generation and will be leveraging the Recurve platform to support this effort.

Objectives
EBCE is seeking to provide bill relief for EBCE customers on the CARE rate (or those who qualify for CARE) through providing energy efficiency and/or load management services to these customers. EBCE welcomes proposals for strategies to achieve bill reductions, including direct installation services, energy efficiency measure implementation, energy education, or other strategies. EBCE has a secondary objective of achieving reductions in peak energy usage among this customer segment, including strategies that assist customers in understanding upcoming time-of-use (TOU) rate implementation.

Projects will be evaluated on their ability to provide meaningful bill relief to treated customers, the ability to be rapidly deployed to capture savings during summer 2020 peak periods, and the completeness of the response. Extra consideration will be given for proposals that are relevant to the communities served, for example those that include awareness of and ability to serve multiple languages (Spanish and Chinese in particular) and have strategies for addressing the unique barriers to serving low-income communities.

The proposal shall:

- Reduce bills for CARE (or CARE eligible) customers in EBCE service area.
- Include strategies for serving non-English speaking customers.
- Demonstrate ability to ramp up quickly (within one month of contract execution.)
- Be responsive to state guidance on limiting coronavirus transmission.

The proposal may:

- Include strategies for load management and peak shaving (energy reductions in the 4-9 pm time period.)
- Include strategies for educating customers about and preparing customers for time of use billing.

EBCE will provide lead generation assistance, leveraging the Recurve platform to identify high energy using customers on the CARE rate. The Recurve platform also provides the opportunity for implementing meter-based incentive programs, but this is not a required characteristic of proposed projects.

EBCE may choose one or more projects submitted under this RFP and may ask vendors to consider working together (for example, if a technology solution is proposed and can be integrated into a direct install proposal).

**Response Requirements**

Respondents are asked to please provide input on all sections of this RFP. Respondents are asked to limit responses to **10-12 pages**; additional information including staff resumes, product lists, or other information may be shared as attachments. EBCE has an interest in launching this program quickly in order to capture and verify savings during the summer season (up until October 31); thus respondents are asked to be clear about the timeline, including any ramp up
necessary, and projects which can be ramped up to implementation quickly will be preferred. EBCE is also providing as an attachment to this RFP a copy of our consulting services agreement. If you are selected, you agree to the terms in the attached form as written.

Section 1: Proposed Approach and Schedule

EBCE requests details on the proposed scope of work, including a description of how the proposed approach will meet the objectives of the RFP. The proposed approach should include a description of projected program impacts, including the methodology relied upon to arrive at these estimates, and metrics for evaluating the success of the measure. The approach should be presented in a scope of work format, including tasks, subtasks, and any proposed deliverables, though may be accompanied by narrative to present the overall program strategy.

A schedule of the project timeline should also be included. As a secondary objective of this project is capturing evening peak savings from summertime usage, EBCE is particularly interested in projects that can ramp up quickly and provide service through the summer (up to October) time frame. However, EBCE is willing to consider approaches that extend over a longer time frame; all work must be completed by no later than Q1 2021.

**COVID-19 impacts** should be considered carefully. EBCE is open to all approaches, but those approaches that involve entering customer homes should include a description of the safety protocols that will be employed to minimize the risk of COVID-19 transmission.

Section 2: Budget

The maximum available budget for this scope of work is $100,000. EBCE prefers performance based budgeting, such as payment per treated home, but is willing to consider responses which include a portion for administrative expenses (up to 10% of the total budget).

The budget should be presented in a clear, task based or metric based format. Any equipment expenses, travel expenses, or other miscellaneous expenses proposed should be clearly identified.

Section 3: Qualifications and References

Please include any information that will assist EBCE in evaluating the suitability of respondents to carrying out the proposed scope of work. This includes, but is not limited to, bios for key staff, examples of prior project work, and any references EBCE can use to verify information provided.

**Evaluation Criteria**

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Proposed Approach and Schedule</td>
<td></td>
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<tr>
<td>● Fit of project to EBCE objectives</td>
<td></td>
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<tr>
<td>● Well-articulated strategy for serving CARE or CARE eligible customers</td>
<td></td>
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<tr>
<td>● Ratio of program benefits vs EBCE investment</td>
<td></td>
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<tr>
<td>● Ability of project to ramp up quickly</td>
<td></td>
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<tr>
<td>● Thoroughness of proposed scope</td>
<td>50%</td>
</tr>
</tbody>
</table>
Realistic and well documented program impacts and success metrics

Budget
- Budget is leveraged by other resources (direct or in-kind)
- Budget is detailed and realistic

Qualifications and References
- Vendor has provided sufficient matching experience and qualifications to demonstrate ability to execute on scope of work
- References and prior experience are recent and available

<table>
<thead>
<tr>
<th>Event</th>
<th>Target Date</th>
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<tbody>
<tr>
<td>Issuance of RFP</td>
<td>Thursday, June 18</td>
</tr>
<tr>
<td>Deadline to submit questions</td>
<td>Wednesday, June 24 at 5:00 pm</td>
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<tr>
<td>Responses to questions provided on/before</td>
<td>Friday, June 26 at 5:00 pm</td>
</tr>
<tr>
<td>RFP Responses due to EBCE</td>
<td>Monday, July 6 at 5:00 PM PT</td>
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<tr>
<td>Anticipated selection date</td>
<td>Friday, July 10</td>
</tr>
<tr>
<td>Anticipated date of contract execution</td>
<td>Monday, July 27</td>
</tr>
</tbody>
</table>

Questions on the RFP should be sent to bmenten@ebce.org with email subject line, “Low Income Energy Efficiency RFP Question - [Respondent Company Name]”.

Direct RFP responses should be sent to bmenten@ebce.org with email subject line, “Low Income Energy Efficiency RFP Submission - [Respondent Company Name]”. Please submit RFP responses no later than July 6 at 5:00 pm.
ATTACHMENT A

EBCE CONSULTANT SERVICES AGREEMENT FORM
Consulting Services Agreement for
Services By And Between East Bay Community Energy Authority and
[Vendor's Legal Name]

This Consulting Services Agreement ("Agreement") is made this [xx] day of [Month], 2020, ("Effective Date") by and between East Bay Community Energy Authority, a joint powers authority duly organized under the laws of the State of California ("EBCE") and [Vendor’s Legal Name], a [legal form of business, state of formation i.e a California corporation] ("Consultant") for the purpose of providing [brief description of services i.e. regulatory support, videography, etc] services to EBCE.

Section 1. Recitals

1.1 The Authority is an independent joint powers authority 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.

1.2 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.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through [termination date], unless terminated earlier pursuant to Section 8.

Section 3. Scope of Work/Compliance with Laws and Regulations

3.1 Consultant agrees to perform the scope of work (the “Work”) in Exhibit A in accordance with the compliance schedule in Exhibit B.

3.2 Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.

3.3 Consultant and its Subconsultants must comply with all federal, state and local laws and regulations in performing the Work under this Agreement.
Section 4. Consultant Staffing

Exhibit C contains a list of Consultant’s project manager and all team members. Consultant will not change or substitute the project manager or any team members or add additional team members without consultation with EBCE.

Section 5. Subconsultants

5.1 Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify EBCE within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2 Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, maintaining insurance in compliance with the insurance obligations under Section 9, the Confidentiality requirements under Section 11 and indemnifying EBCE under Section 12.

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is [$$$.]

6.2 If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to EBCE on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed during that time. On all invoices, Consultant must include the contract number provided by EBCE and the total compensation left on the Agreement after deducting the amount of the invoice. Notification to EBCE is required once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) which is $____ for this Agreement. Invoices must be submitted to EBCE by the 20th of the month following the month in which Consultant performed the Work.

6.3 If the Work under this Agreement is to be performed on a task or project basis, the Consultant will submit an invoice within thirty (30) days of completing the project to the satisfaction of EBCE for full payment, unless other arrangements have been made.

6.4 EBCE will not agree to pay any markups on Subconsultant Services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant’s bid, if applicable.

6.5 The following are conditions on EBCE’s obligation to process any payments under this Agreement:

6.5.1 If the Consultant is a U.S. based person or entity, the Consultant must provide to EBCE a properly completed Internal Revenue Service Form W-9 before EBCE will process payment. If the Consultant is a U.S based person or entity but has neither a
permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant must provide EBCE with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before EBCE will process payment.

6.5.2 If the Consultant is not a U.S. based person or entity, the Consultant must provide EBCE with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before EBCE will process payment.

6.6 EBCE agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to EBCE by U.S. mail or electronic mail to AP@EBCE.org. Invoices will be deemed received on the next business day following the date of transmission via electronic mail or three days after placement in the U.S. mail.

6.7 EBCE, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of EBCE’s constituent members in connection with this Agreement.

Section 7. Records Retention and Ownership of Work Product

7.1 The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three years following termination of this Agreement.

7.2 EBCE owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. “Work Product(s)” means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by EBCE under this Agreement. All Work Product(s) will be considered “works made for hire,” and together with any and all intellectual property rights arising from their creation will be and remain the property of EBCE without restriction or limitation upon their use, duplication or dissemination by EBCE. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.
Section 8. Termination

8.1 EBCE may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.

8.2 EBCE may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If EBCE terminates this Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess costs in addition to any other remedies available to EBCE.

8.3 Upon termination for any reason, EBCE has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. EBCE has the further option to require Consultant to provide EBCE any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.

8.4 EBCE will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to EBCE up to the date of written Notice of Termination. If EBCE authorizes Consultant to continue performing the Work through the date of termination, EBCE will pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, providing such services are in compliance with the Compensation/Budget in Exhibit E.

8.5 Upon termination of this Agreement, and at no cost to EBCE, Consultant, its Subconsultants and anyone working for EBCE under control of Consultant must return all Work Product to EBCE. Consultant may only retain copies of the Work Product by express written permission of EBCE.

Section 9. Insurance

9.1 Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full Term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by EBCE, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2 Consultant agrees not to terminate any of the required insurance coverage during the term of this Agreement. Consultant must give EBCE ten (10) days written notice and obtain EBCE’s written approval prior to making any modifications in the insurance coverage.

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.
Section 10. No Discrimination or Conflict of Interest

10.1 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color, religion, sex, sexual orientation, disability, race or national origin.

10.2 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify EBCE immediately if it identifies any conflicts of interest Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

10.3 In accordance with the California Political Reform Act (Cal. Gov’t Code section 81000 et seq.), Consultant will cause each of the following people performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently on an annual basis in conformance with the requirements of the Political Reform Act by filing the original with the EBCE Clerk to the Board of Directors. Form 700 submissions should be sent to cob@ebce.org, with carbon copy to the EBCE contact. Each of the identified positions must disclose interests in accordance with the EBCE Resolution-2018-7, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement does/does not require the Filing of Form 700 at this time.

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<th>Name</th>
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Section 11. Confidentiality

11.1 Except as authorized by EBCE or as otherwise required by law, Consultant shall not disclose to any third party/ies any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and EBCE staff. In the event Consultant receives a request from any third-party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is prohibited from disclosing,
Consultant will immediately notify EBCE and wait for direction from EBCE before disclosing the information.

11.2 For the purposes of this Section 11, “third parties” refers to any person or group other than EBCE staff and Board members. For example, “third parties” include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

Section 12. Indemnity

12.1 Except with regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by EBCE, and protect and hold harmless EBCE, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those EBCE agents serving as independent contractors in the role of EBCE staff (collectively “EBCE Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgments, liens and losses of whatever nature (“Claims”) that arise, directly or indirectly, in whole or in part, out of or are in any way related to Consultant’s or Subconsultant’s performance or failure to perform the Work under this Agreement, regardless of whether the Consultant or its Subconsultants acted or failed to act intentionally, willfully, recklessly or negligently. Consultant agrees that its indemnity and defense obligations include all costs and expenses, including all attorney fees, expert fees, mediation, arbitration, or court costs in connection with the defense. Consultant further agrees to indemnify, defend, protect and hold harmless Indemnitees from and against any breach of this Agreement and any infringement of patent rights, trade secret, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by EBCE’s use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.

12.2 With regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by EBCE, and protect and hold harmless the EBCE Indemnitees from and against any and all Claims to the extent arising out of or resulting from Consultant’s or Subconsultant’s negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant’s proportionate percentage of fault.

12.3 Consultant’s obligations in Subsection 12.1 and 12.2 do not apply to the extent any Claim results from the sole negligence or willful misconduct of the EBCE Indemnitees.

12.4 Except as limited by Subsection 12.2, Consultant’s obligation to defend EBCE applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.
12.5 The Consultant’s obligations under Section 12 applies regardless of the existence or amount of insurance the Consultant carries or has made available to EBCE.

12.6 The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

Section 13. Consultant is an Independent Contractor

13.1 Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of the EBCE and must not represent or act as the EBCE’s agent or employee. Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to EBCE employees, and expressly waives any claim it may have to any such rights.

13.2 As an independent contractor, Consultant has complete control over its Subconsultants, Sub, suppliers, affiliates agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively “Subconsultants”). Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

Section 14. Miscellaneous Terms and Conditions

14.1 EBCE Authority. The Chief Executive Officer or his/her designee is authorized to take all actions under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer’s signing authority, termination or modification of terms.

14.2 Waiver. Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by EBCE to Consultant constitute or be construed as a waiver by EBCE of any breach or default of this Agreement, nor will such payment prejudice any of EBCE’s other rights or remedies.

14.3 Governing Law. Consultant and EBCE agree that this Agreement will be interpreted under the laws of the State of California.
14.4 **Venue.**
Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 **Audit Rights.**
All records or documents required to be kept pursuant to this Agreement must be made available for audit at no cost to EBCE, at any time during regular business hours, upon written request by EBCE. Copies of such records or documents shall be provided to EBCE at EBCE’s offices unless an alternative location is mutually agreed upon.

14.6 **Recitals and Exhibits.**
The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

14.7 **Notices.**
Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

**EBCE**
Attn: [relationship owner]
East Bay Community Energy
1999 Harrison Street, Suite 800
Oakland, CA 94612
Email: [your email] @ebce.org
Phone: [your number]

**Consultant**
Attn: [relationship owner with vendor]
[Vendor legal name]
[Vendor address]
[Vendor address]
Email: [vendor relationship owner email]
Phone: [vendor relationship number]
14.8 Assignment. Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without the EBCE’s prior written consent. EBCE, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement. The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between EBCE and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

14.10 Amendments. Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

14.11 Government Claims Act. Nothing in this Agreement waives the requirements to comply with the Governmental Claims Act, where applicable.

14.12 Severability. If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.

14.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.

14.14 No Party Deemed Drafter. This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.
Section 15. Authorized Signatories

15.1 Proper Countersignatures

<table>
<thead>
<tr>
<th>Type of Entity</th>
<th>Authorized Signatories</th>
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<tbody>
<tr>
<td>For a corporation:</td>
<td>Pursuant to California Corporations Code Section 313 proof of authority to execute the Agreement is established if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.</td>
</tr>
<tr>
<td>Column A</td>
<td>AND</td>
</tr>
<tr>
<td>Chairman of the Board, or</td>
<td>Secretary, or</td>
</tr>
<tr>
<td>President, or</td>
<td>Assistant Secretary, or</td>
</tr>
<tr>
<td>Vice President</td>
<td>Chief Financial Officer, or</td>
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<tr>
<td></td>
<td>Assistant Treasurer</td>
</tr>
<tr>
<td>If the agreement is signed by any combination of persons other than those listed above or by an individual, then the agreement must be accompanied by a copy of the Board minutes, resolution, Corporate Secretary’s certificate, or articles of incorporation stating that the signatories have the authority to bind the corporation.</td>
<td></td>
</tr>
<tr>
<td>For a general partnership, a limited partnership, or a limited liability partnership:</td>
<td>All the general partners must sign the Agreement (a general partnership agreement is sufficient to establish the names of all general partners) unless the person signing the Agreement provides proof that he/she has authority to bind the partnership.</td>
</tr>
<tr>
<td>For a limited liability company (LLC)</td>
<td>Copies of the following documents should be provided to establish who has authority to bind the LLC: (1) State Forms LLC-1 and LLC-12 if the company was formed in California; and (2) the operating agreement for the LLC – whether formed in California or another state.</td>
</tr>
<tr>
<td>For a sole proprietor, or a sole proprietor doing business under another name:</td>
<td>Only the individual who owns the business can sign. Either a Fictitious Business Name Statement or a EBCE Business Tax Certificate is sufficient to establish the authority of an individual to bind a sole proprietorship.</td>
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[signatures on following page]
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

[VENDOR’S LEGAL NAME]  EAST BAY COMMUNITY ENERGY AUTHORITY

Legal form of business, state of formation

A Joint Powers Authority

By ____________________  By ____________________
Title ____________________  Title ____________________
Date ____________________  Date ____________________

By ____________________
Title ____________________
Date ____________________

[remove if chart in 15.1 confirms only one signature is required]

APPROVED AS TO FORM:

_________________________

EBCE Counsel
LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: SCHEDULE
EXHIBIT C: CONSULTANT STAFFING
EXHIBIT D: SUBCONSULTANTS
EXHIBIT E: COMPENSATION/BUDGET
EXHIBIT F: INSURANCE REQUIREMENTS
**Exhibit A**

**SCOPE OF WORK**

[Scope of Services]

Additional Services:

Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead EBCE representative prior to commencement of any additional services.
Exhibit B

SCHEDULE

[Schedule - can be detailed or as simple as “As directed by EBCE”]
Exhibit C

CONSULTANT STAFFING

[Include names of all team members who will be providing EBCE services.]
Exhibit D

SUBCONSULTANTS

[If subconsultants are authorized in advance, they should be listed here, otherwise it can state either of these: “Subconsultants are not authorized under this Agreement.” or “Subconsultants must be authorized in advance, in writing by EBCE.”]
Exhibit E

COMPENSATION/BUDGET

[If the compensation is hourly, a table of hourly rates by title should be included. If fixed fee, describe what amounts are to be paid based on what milestones]

The maximum compensation under this Agreement is [$$$.]
**Exhibit F**

**INSURANCE REQUIREMENTS**

A. **Minimum Scope and Limits of Insurance.** Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) **Commercial General Liability Insurance** with a minimum limit of One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) **Automobile Liability Insurance** for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant must obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit F.

3) **Workers’ Compensation Insurance** as required by the State of California and **Employer’s Liability Insurance** with a minimum limit of One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers’ compensation policy is not required, but Consultant must execute a declaration that it has no employees.

4) **Professional Liability/Errors & Omissions Insurance** with minimum limits of Two Million Dollars ($2,000,000.00) per claim and in aggregate.

B. **Acceptability of Insurers.** The insurance policies required under this Exhibit F must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.
C. **Additional Insured/Additional Named Insured.** The automobile liability policies must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional named insureds.

D. **Primary and Non-Contributing.** The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to EBCE. Any insurance or self-insurance maintained by EBCE, its officers, employees, agents or volunteers, will be in excess of Consultant’s insurance and will not contribute with it.

E. **Consultant’s Waiver of Subrogation.** The insurance policies required under this Agreement will not prohibit Consultant and Consultant’s employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against EBCE.

F. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by EBCE. At EBCE’s option, Consultant must either reduce or eliminate the deductibles or self-insured retentions with respect to EBCE, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. **Cancellations or Modifications to Coverage.** Consultant agrees not to cancel any insurance coverage during the Term. Consultant further agrees not to, reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of EBCE. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days’ prior written notice to EBCE. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two business days of notice from the insurer, phone and notify EBCE via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

H. **EBCE Remedy for Noncompliance.** If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant’s policies do not comply with the requirements of this Exhibit F, EBCE may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, EBCE may, but has no duty to, take out the necessary insurance and pay, at Consultant’s expense, the premium thereon. Consultant must promptly reimburse EBCE for any premium paid by EBCE or EBCE, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.
I. **Evidence of Insurance.** Prior to the performance of Services under this Agreement, Consultant must furnish EBCE with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to EBCE’s approval. EBCE may request, and Consultant must provide complete, certified copies of all required insurance policies to EBCE. Consultant must maintain current endorsements on file with EBCE. Consultant must provide proof to EBCE that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

J. **Indemnity Requirements not Limiting.** Procurement of insurance by Consultant will not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duty to indemnify EBCE under Section 12 of this Agreement.

K. **Subconsultant Insurance Requirements.** Consultant’s insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.