



**REQUEST FOR PROPOSAL  
MUNICIPAL FLEET ELECTRIFICATION STUDY**

**RESPONSE DUE  
by  
5:00 PM PST  
on  
SEPTEMBER 30, 2019**

For complete information regarding this project, please see RFP posted at [ebce.org](http://ebce.org). Thank you for your interest!

Jessie Denver  
Manager, Distributed Energy Resources Program  
[jdenver@ebce.org](mailto:jdenver@ebce.org)

## GENERAL REQUEST

East Bay Community Energy ("EBCE") is seeking proposals from qualified consultants or firms ("Consultant") to provide services that support completion of a Municipal Fleet Electrification Study project ("Project") on behalf of four (4) of EBCE's local government partners.

**A. BACKGROUND**. Prior to the formation of the EBCE in late 2016, the County of Alameda ("County") completed a technical study which demonstrated that Community Choice Aggregation would meet the County's threshold environmental and economic goals including competitive electric rates, greenhouse gas ("GHG") emission reductions, higher renewable content than the incumbent utility, and local economic benefits. In December 2016, the County and eleven (11) cities within the County entered into a Joint Powers Agreement, forming the EBCE Authority.

EBCE began providing electricity supply services to 600,000 commercial, industrial, residential and municipal customer accounts in 2018 in the unincorporated areas of Alameda County and the cities and towns of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, Piedmont, San Leandro and Union City.

Through its Local Development Business Plan ("LDBP"), EBCE is strategically developing distributed energy resource ("DER") solutions including plug-in electric vehicle ("EV") charging infrastructure support, local renewable energy projects and battery energy storage programs that provide net benefits to customers including EBCE's local government partners.

EBCE has prepared an outline of services with a description of Project Objectives which includes:

- Municipal fleet assessments that identify opportunities for right sizing, retirement and vehicle electrification;
- A determination of municipal facility energy infrastructure requirements to support fleet electrification;
- An analysis of existing and future electrical infrastructure, including DER solutions, that would support municipal fleet electrification;
- A roadmap for vehicle, charging infrastructure and other DERs implementation at municipal facilities.

**B. REQUESTS FOR CLARIFICATION OF THE RFP**. If any respondent has questions regarding the meaning of any part of this RFP, the respondent shall submit to [idenver@ebce.org](mailto:idenver@ebce.org) a written request for clarification prior to the deadline of **September 19, 2019 at 5:00 p.m. PST**.

**C. SUBMITTAL OF PROPOSALS.** It is the respondent's responsibility alone to ensure that the proposal is received by EBCE's Authorized Representative, Jessie Denver, Distributed Energy Resources Program Manager ([jdenver@ebce.org](mailto:jdenver@ebce.org)), at the time and place identified in this RFP (see Proposed Calendar of Events).

Respondents shall submit in a non-alterable format such as a PDF a proposal with the title "**Proposal for Municipal Fleet Electrification Study [Respondent Firm Name].**" The proposal must be **submitted electronically to [jdenver@ebce.org](mailto:jdenver@ebce.org) by 5:00 pm on September 30, 2019.** Proposals will be received only at the email addresses shown above and any proposal received after said time and/or date or at a place other than the stated email address will not be considered and will be returned to the respondent unopened.

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP. Generally, each proposal shall be submitted with a cover letter and four (4) exhibits, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement.

An authorized representative of the respondent shall sign the proposal on a cover letter which: (1) identifies this project by name; and (2) identifies the full legal name of the respondent, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates respondent's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the four (4) exhibits identified above.

Proposals, in whole or in part, are NOT to be marked confidential or proprietary, unless in accordance with the California Public Records Act. EBCE may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFP may be subject to public disclosure and EBCE shall not be liable in any way for disclosure of any such records.

All costs required for the preparation and submission of a bid shall be borne by respondent.

**D. SCOPE of SERVICES.** EBCE has provided detailed Project Objectives below and an outline of services which EBCE anticipates the successful respondent to perform. The outline of services is presented for the primary purpose of allowing EBCE to compare proposals.

1. Based upon EBCE's outline of services, the respondent shall prepare a complete description of the Scope of Services (**to be labeled: Proposal Exhibit A**) which the respondent intends to perform in order to achieve the Project Objectives. The respondent may identify services in Proposal Exhibit A which differ from the provided outline of services if the respondent

believes the changes will assist in more efficiently and effectively achieving EBCE's stated Project Objectives.

2. Respondent's Scope of Services shall include, at a minimum, a description of the major components of services (or phases of service), a description of work product (or "deliverables") to be provided by respondent to EBCE, and the expected time of completion for each component.

**E. BILLING RATES.** Respondent shall prepare a schedule of Billing Rates (*to be labeled: Proposal Exhibit B*) which identifies:

1. A proposed rate and method of payment for all services to be performed by the respondent, including hourly rates, and a description of any reimbursable charges.
2. A total proposed "Not to Exceed" cost for the performance of all services described in the Scope of Services, Proposal Exhibit A.
3. An estimated cost breakdown for each component of service, with a cross-reference to each component of service identified in Proposal Exhibit A.

**F. STATEMENT OF QUALIFICATIONS.** Respondents shall prepare a Statement of Qualifications (*to be labeled: Proposal Exhibit C*) which identifies:

1. An identification of the size, stability, and capacity of respondent organization, including, at a minimum, an identification of:
  - a. Total number of years in operation, (2) total current number of employees, (3) number of office locations (including the location of each office), and (4) number of employees in the office location which is intended to provide the services described in Exhibit A.
  - b. An identification of the respondent's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years respondent has been performing similar services; and (2) the most recent projects for which the respondent has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
  - c. A list of the respondent's principals, employees, agents, and sub-consultants which the respondent intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each team member; the

approximate number of hours each will devote to the Project; and the type of work to be performed team member. EBCE will retain under its agreement with the successful respondent the right of approval of all persons performing under the agreement.

**G. TERMS OF PROPOSED SERVICE AGREEMENT.** Respondent shall prepare a document identifying the terms of the proposed Service Agreement between EBCE and respondent (*to be labeled: Proposal Exhibit D*), including:

1. Identify any portions of EBCE's standard form Service Agreement (attached to this RFP) which the respondent desires to amend (either by addition, deletion, or modification).
2. Disclose any past, ongoing, or potential conflicts of interest which the respondent may have as a result of performing the work for this Project.
3. Identify respondent's ability to comply with EBCE's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

**H. REVIEW OF PROPOSALS.** EBCE reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. EBCE reserves the right to negotiate the terms of the Service Agreement for this Project with one or more respondent. In reviewing the proposals, EBCE may consider the following:

1. The qualifications of the respondent and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. EBCE may consider respondent's timely and accurate completion of similar projects within budget.
2. The feasibility of the proposal based upon the methodology of the proposed Scope of Services, and the reasonableness of the schedule of billing rates.
3. Respondent's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
4. Respondent's proposed language for the Services Agreement.

Respondent's shall not lobby EBCE staff, EBCE's local government partners, or any member of the EBCE Board of Directors during the evaluation process. Attempts by respondents to lobby staff or Board members may result in disqualification.

**I. AWARD OF AGREEMENT.** EBCE anticipates awarding one agreement for this Project by approximately October 17, 2019. No proposal or agreement for this Project shall be binding upon EBCE until the Service Agreement is signed by the selected

Consultant and EBCE.

**J. TERM OF AGREEMENT.** The initial term of the Service Agreement shall be for one (1) year. EBCE reserves the right to extend the Service Agreement for one (1) additional year.

**K. PROPOSED CALENDAR OF EVENTS.** Work is expected to begin November 2019. As such, the following timeline will ensure all submissions will have enough time to be thoroughly considered. It is the respondent’s responsibility alone to ensure that the proposal is received by EBCE’s Authorized Representative, [jdenver@ebce.org](mailto:jdenver@ebce.org), at the time and place identified below.

	<b>Action</b>	<b>Date</b>
1.	Issuance of RFP	September 17, 2019
2.	Request for Clarification	September 19, 2019 (5:00 p.m. PST)
3.	Submission of proposal to <a href="mailto:jdenver@ebce.org">jdenver@ebce.org</a>	<b>September 30, 2019 (5:00 p.m. PST)</b>
4.	Proposal Evaluation	Oct. 2 – Oct. 9 2019
5.	Finalist selection/interviews if requested by EBCE	No later than Oct. 10, 2019
6.	Board of Directors approval based on EBCE evaluations	October 16, 2019
7.	Notification of Board decision	October 17, 2019
8.	Award of Contract by Board of Directors	October 17, 2019
9.	Work begins	November 4, 2019

## PROJECT OBJECTIVES

### Introduction

Signed January 2018, Executive Order B-48-18 reaffirmed California's commitment to zero emission transportation and set a new goal of 5 million zero emission vehicles ("ZEV") on roadways by 2030. It also set an interim goal of at least 1.5 million ZEVs on roadways by 2025 which will catalyze the momentum necessary to scale to 2030. The California Energy Commission ("CEC") has estimated that to meet this interim goal, more than 80,000 ZEVs will need to be on Alameda County roads. Today there are approximately 27,000 registered ZEVs countywide.

To support the state's targets, EBCE is prioritizing vehicle electrification initiatives through its LDBP. To that end, EBCE is collaborating with its local government partners on a *Municipal Fleet Electrification Study* that will enable cities to lead by example in the communities they serve. Through this effort, EBCE will manage Consultant services that assess fleet right sizing, retirement and vehicle electrification opportunities for each participating local government. This Project will also assess the electric vehicle supply equipment ("EVSE") needed to scale fleet electrification, site upgrades required to accommodate fleet conversion to plug-in electric vehicles ("EV") and will explore the role of other DER solutions including onsite renewables paired with battery energy storage and managed charging systems.

### Key Objectives

Fleet electrification offers local government fleets economic benefits including lower lifecycle costs than internal combustion engine vehicles, and reduced fuel price volatility risk. Deployment of EVs in municipal fleets also supports the local economy through the procurement of clean electricity from EBCE, while eliminating criteria air pollutants and reducing GHG emissions.

A key objective of the Project is to assist EBCE's local government partners overcome perceived barriers to municipal fleet electrification. Overcoming these barriers will help meet the climate action, operational, and financial resiliency goals of EBCE and the cities of Albany, Berkeley, Dublin and Oakland.

- Concerns about the feasibility of EVs for municipal operations
- Prohibitive initial EV purchase price
- Clarification of the EV/EVSE value proposition (e.g., difficult to calculate total cost of ownership)
- Inadequate charging infrastructure/siting limitations (e.g., electric service panel and transformer upgrades; parking configurations, etc.);
- Inadequate product availability
- Vehicle maintenance costs and needs are unfamiliar to staff
- Concerns about reliability and resilience in the event of a grid outage

- Limited experience with EVs, EVSE and other DER project financing options
- Difficult to get buy-in and budget from top leadership

**Albany:** Through the Albany City Council’s (“Council”) Strategic Vision, the City is committed to taking bold actions toward climate stability and resilience. In 2007, the Council formed a Sustainability Committee of Council appointees (now Climate Action Committee) to advise elected leaders on GHG reduction strategies. In 2010, the Council adopted a Climate Action Plan (CAP), which outlined a course of action for the City to reduce emissions 25% by 2020. Through energy and water use improvements, waste reduction efforts, a focus on active transportation, and a new carbon-free default electricity supply from EBCE, the City has successfully decreased community wide emissions by 33%—exceeding the 2020 goal. Looking forward, the City is aiming for a 60% reduction in emissions by 2035 and net zero emissions by 2050. The City is currently developing a new Climate Action and Adaptation Plan to address these goals and ensure initiatives result in a more resilient community.

The City will also begin implementation of a new Clean Fleet and Motorized Equipment Procurement Policy in Fall 2019. Albany’s municipal fleet includes 48 on-road vehicles. Approximately 40 of these are light duty passenger vehicles. Twenty (20) of these vehicles are operated by the Police Department and are designated for pursuit and community safety. The remaining light, medium and heavy-duty vehicles are assigned/owned by various departments.

**Berkeley:** The City of Berkeley has a strong commitment to climate action and community resilience. In 2006 Berkeley voters approved reducing community wide GHG emissions 80% by 2050 relative to a 2000 baseline. Berkeley’s Climate Action Plan was written shortly after through a community-wide process and adopted by City Council (“Council”) June 2009. In 2018 the City further strengthened its climate goals, pledging to reach zero net carbon emissions, aligned with State goals, by 2045. Berkeley’s Council also declared a Climate Emergency in 2018 to signal the urgency with which the community is taking on these ambitious goals, as well as the City’s capacity to play a leadership role in advancing solutions. To that end, in June 2019 Council directed staff to prepare an Action Plan that outlines how the City will accelerate electrification of the municipal fleet, phasing out fossil fuel use by 2030 (e.g., fleet assessment, electrification recommendations and EVSE deployment strategy). Berkeley’s Council also requested submission of the Action Plan no later than June 2020 (in preparation of the FY2021 budget). The consultant selected for this project will prioritize preparation of the key elements of Berkeley’s fleet electrification Action Plan before March 2020.

As of September 2019, Berkeley’s municipal fleet includes 481 on-road light, medium and heavy-duty vehicles. This includes 48 light duty hybrid vehicles, 2 plug-in electric vehicles, 21 compressed natural gas vehicles, 106 medium and heavy-duty vehicles powered by renewable diesel, and 304 vehicles fueled with unleaded gasoline. The Department of Public Works operates the largest number of fleet vehicles at 184. There are 181 light, medium and heavy-duty vehicles used by the Public Safety Division (Police and Fire Departments) for pursuit, community safety, operations, rescue, fire

support, hazard mitigation, and emergency medical services. The remaining 116 fleet vehicles are assigned to multiple City departments and are domiciled at various facilities throughout the City and at the homes of certain critical on-call personnel.

**Dublin:** Dublin's City Council ("Council") adopted its first Climate Action Plan ("CAP") in 2010, and CAP updates in 2013. In 2018, Dublin's Mayor Haubert signed onto a Climate Mayor's letter of support for the goals enshrined in Paris Climate Agreement. City staff is currently in the process of drafting a new CAP for Council consideration to meet these goals and the state's mandated GHG emission reductions targets (e.g., 40% below 1990 levels by 2030, and carbon-free by 2045).

In 2012, Dublin adopted a Green Fleet policy which committed the City to purchasing the cleanest vehicles possible as measured by the existing emissions certification standards and is steadily adding to its existing EV charging infrastructure at municipal facilities. Dublin's fleet is made up of 48 light duty vehicles, one of which is a plug-in EV. The Police Department uses 17 of these vehicles for pursuit/community safety. The fleet also includes 52 medium and heavy-duty vehicles that are used in varying applications.

**Oakland:** In 2009, Oakland's City Council ("Council") adopted GHG emissions reductions targets of 83% by 2050 and 36% by 2020 relative to a 2005 baseline. In 2012, Council adopted an Energy and Climate Action Plan ("ECAP") that set the roadmap for how the City would reach its 2020 targets, including transportation-related measures such as vehicle electrification and reduced vehicle miles traveled. ECAP priority Action Item 37, "Plan for Electric Vehicle Infrastructure," includes developing new processes to support local use of EVs. In May 2018, Council adopted a new interim GHG emissions reduction target of 56% by 2030, based on extensive analysis that identified vehicle electrification as one of five major strategies required for the City to reach both the 2030 and 2050 Council-adopted GHG reduction targets. In October 2018, Council also adopted a Climate Emergency Declaration and Just Transition Resolution, committing to "a citywide just transition and urgent climate mobilization effort to reverse global warming, which, ... reduces citywide emissions as quickly as possible towards zero net emissions, immediately initiates an effort to safely draw down carbon from the atmosphere, and accelerates adaptation and resilience strategies in preparation for intensifying climate impacts." The City is currently in the process of creating its 2030 Equitable Climate Action Plan (2030 ECAP), which will specify the strategies and identifies resources needed to reach the 2030 emissions reduction target. These strategies will include citywide as well as municipal actions.

The City of Oakland's on-road municipal fleet includes 1,500 vehicles. Approximately 1,000 of these are light duty passenger vehicles (including 40 BEVs, 7 PHEVs and 4 FCEVs). The Police Department operates the largest number of fleet vehicles with 500-525 designated for pursuit/community safety. The remaining light, medium and heavy-duty vehicles are assigned/owned by various departments.

## **Scope of Work**

The selected Consultant will work with EBCE and participating city staff to analyze the role of EVs, EVSE technologies and supporting DERs needed to accelerate municipal fleet electrification. The Consultant will a) conduct fleet assessments that identify right sizing, vehicle retirement and electrification options in line with each city's commitments/goals, b) identify charging needs and barriers at sites where vehicles are domiciled, c) make vehicle and EVSE technology and site planning recommendations, d) assess suitability of integrating other DER solutions to optimize EV adoption.

### **Phase I: City Fleet Assessments**

#### **Task 1.1: Assess and Report City's Fleet of Vehicles**

Consultant will complete a systematic evaluation of all city-operated fleet vehicles in the following order: Berkeley, Albany, Dublin and Oakland.

This evaluation will include on-road light, medium and heavy-duty vehicle inventories to be provided by each municipal department. To the maximum extent possible, data collected should include vehicle make, model, age; operation and maintenance costs; fuel type, annual consumption and associated procurement expense; vehicle procurement date and expected service life; owning/using department; parking assignment; and annual vehicle utilization.

This data may be supplemented by interviews with city staff to gain a comprehensive understanding of the cost and benefits of a transition from fossil fuel powered internal combustion engine fleet vehicles to plug-in EVs. Based on provided data, and supplemental information gained through coordination with the participating cities, the consultant will prepare a report that identifies fleet right sizing, retirement and specific electrification recommendations for each vehicle analyzed.

#### *Deliverables:*

1. Summarized vehicle data, and fleet management recommendations (e.g., right sizing, retirement).
2. Report documenting fleet assessment with detailed and specific vehicle electrification recommendations for each municipal fleet portfolio.

#### **Task 1.2: Determine Vehicle Energy Requirements and Charging Needs**

The Consultant will leverage the results of Task 1.1 to understand the charging requirements of each fleet EV and estimate electric load forecasts and charging infrastructure requirements for each municipal facility where EVs will be deployed. Where fleet vehicles are co-located with workplace and potentially publicly available charging options, the consultant will assess opportunities for additional EVSE investments.

#### *Deliverables:*

1. Charging profile report documenting EV needs for each municipal fleet, forecasted electrical load profiles for each recommended EV based on specific

departmental use case, and charging infrastructure needed at each municipal facility where vehicles will be domiciled and charged. The Consultant shall include in each city's report maps illustrating the locations of charging infrastructure by type and quantity to meet the use case of specific fleet vehicles.

## **Phase 2: Site and Technology Evaluation**

### **Task 2.1: Conduct DER Suitability Analysis**

Consultant will leverage Task 1.2 (e.g., EVSE host site charging requirements) to assess potential integration of other DER solutions (e.g., EVSE, PV, ESS) at municipal facilities where concentrations of fleet EVs will be domiciled. The Consultant will work with EBCE and city staff to understand municipal facility electrical load data (e.g., building load, usage and electric rate) and specific site conditions (available space, roof condition and orientation, electrical panel capacity and switchgear location).

The Consultant shall conduct initial site surveys (on-site or remote using satellite imagery) to create estimate of EVSE ports to be installed and preliminary PV design. High-level ESS capacities will be estimated based on electrical load data available through EBCE.

Following the EVSE, PV and ESS capacity screening, the Consultant will perform a final ranking adjustment by considering ease of permitting and construction. The Consultant will also recommend grid integration and smart charging technologies that should be considered to eliminate barriers and optimize the benefits of fleet electrification.

#### *Deliverables:*

1. DER suitability report outlining screening of municipal sites. Report should include a detailed description of the factors analyzed, as well as a prioritized list of each site analyzed and technology recommendations to support fleet EVs.

## **Phase 3: Making the Business Case**

### **Task 3.1: Conduct Financial Cost/Benefit Analysis**

Consultant will use data from Tasks 1 and 2 to develop a total cost of ownership model for each municipal fleet under two scenarios: 1) business-as-usual, and 2) vehicle electrification. This financial analysis should include but is not limited to:

- Vehicle Purchase/Lease Cost
- Infrastructure Development Costs
- Lifetime Maintenance Cost and Savings
- Lifetime Fuel Cost and Savings
- Auction Proceed Estimates (e.g., sale of vehicles)

Consultant will also leverage the DER suitability analysis to estimate the financial costs and benefits to various integrated technology deployment approaches, and will recommend the best sites, technology configurations, and financial models. Finally, the Consultant will estimate the annual GHG impacts of a transition to EVs against business-

as-usual (e.g., baseline). This estimate should include impacts for both PHEVs and BEVs, and the percentage of change.

- G-VMT
- E-VMT
- Gasoline/diesel (gallon)
- Electricity (GGE)
- MPEe
- GHG (MTCO<sub>2</sub>e)
- GHG (g/mile)

### **Task 3.2: Prepare Fleet Transition Plans**

Consultant will leverage Task 1-3 deliverables to develop a formalized EV deployment plans for each municipal fleet in line with each city's commitments/goals. Each plan should address upcoming and subsequent procurement cycles to ensure fiscally responsible EV acquisition and DER technology deployment.

#### *Deliverables:*

1. Financial and benefits analyses and determinations.
2. Reporting on vehicle, site, DER technology and financial model recommendations.
3. Scenarios to meet each fleet's electrification requirements with the greatest ease of implementation and integration.

### **Progress Reports**

Monthly progress reports will be due to EBCE describing progress toward completion of the work outlined above until the end of the Project.

### **Schedule**

This Project has an ambitious timeline and will commence immediately upon successful Service Agreement completion. EBCE intends to adhere to the following timeline:

#### 1<sup>st</sup> Quarter:

- Task 1.1 – initiated for Berkeley (and potentially smaller fleets)
  - Task 1.2 – same as above
  - Task 2.1 – same as above
- 15 days after end of Q1: Quarterly Report #1 Due

#### 2<sup>nd</sup> Quarter:

- Task 1.1 – completed for Berkeley (and potentially smaller fleets); initiated for Oakland
- Task 1.2 – completed for Berkeley; same as above
- Task 2.1 – completed for Berkeley; same as above

- Task 3.1 – initiated and completed for Berkeley; initiated for all other participating cities
- Task 3.2 – initiated and completed for Berkeley; same as above
- 15 days after end of Q2: Quarterly Report #2 Due

3<sup>rd</sup> Quarter:

- Task 1.1 – ongoing
- Task 1.2 – ongoing
- Task 2.1 – ongoing
- Task 3.1 – ongoing
- Task 3.2 – ongoing
- 15 days after end of Q3: Quarterly Report #3 Due

4<sup>th</sup> Quarter:

- Task 1.1 – completed for all participating cities
- Task 1.2 – completed for all participating cities
- Task 2.1 – completed for all participating cities
- Task 3.1 – completed for all participating cities
- Task 3.2 – completed for all participating cities
- 15 days after end of Q4: Quarterly Report #4 Due

**Budget**

EBCE will fund the entirety of this project. Respondents to this RFP shall include a proposed budget that lists the total amount of funding requested, itemized by task. The proposed budget shall also include a list of project team members with their qualifications, their proposed role for the project, their hourly rate, and the number of anticipated hours they will spend on project tasks. Other project costs, such as for materials or travel, shall also be itemized within the proposal.

**References**

Respondents are to provide a list of current and past clients. References must be satisfactory as deemed solely by responsible EBCE staff. References should have similar scope, volume, and requirements to those outlined in these specifications, terms and conditions. Respondents must verify the contact information for all references provided is current and valid and are encouraged to notify all references that EBCE may contact them to obtain a reference (e.g., determine respondents performance record on work like that described in this request). EBCE staff reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

**References: Respondent Name \_\_\_\_\_**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

## EBCE TERMS AND CONDITIONS

### GENERAL

**Incurring Cost.** This RFP does not commit EBCE to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

**Claims Against EBCE.** Neither your organization nor any of your representatives shall have any claims whatsoever against EBCE or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between EBCE and your organization.

**Guarantee of Proposal.** Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals and/or one hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

**Basis for Proposal.** Only information supplied by EBCE in writing by [jdenv@ebce.org](mailto:jdenv@ebce.org) in connection with this RFP should be used as the basis for the preparation of proposals.

**Form of Proposals.** Proposals must be submitted electronically by e-mail.

**Amended Proposals.** Respondent may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. EBCE will not merge, collate, or assemble proposal materials.

**Withdrawal of Proposal.** Respondents may withdraw their proposals at any time prior to the Deadline to Submit Proposals. Respondents must submit a written withdrawal request signed by the respondent's duly authorized representative addressed to and submitted to [jdenv@ebce.org](mailto:jdenv@ebce.org).

**Late Responses.** To be considered, proposals must be received electronically by email by September 30, 2019, 5:00 PM PST.

**No Public Proposal Opening.** There will be no public opening for this RFP.

**California Public Records Act (CPRA).** All proposals become the property of EBCE, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If respondent's proprietary information is contained in documents submitted to EBCE, and respondent claims that such information falls within one or more CPRA exemptions, the respondent must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, EBCE will make best efforts to provide notice to respondent prior to such disclosure. If respondent contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before EBCE's deadline for responding to the CPRA request. If

respondent fails to obtain such remedy within EBCE's deadline for responding to the CPRA request, the EBCE may disclose the requested information.

Respondents and the selected Consultant further agrees that it shall defend, indemnify, and hold EBCE or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from EBCE's assertion of an exemption or privilege as a basis for withholding any information marked confidential by the respondent.

**Confidentiality.** All data and information obtained from or on behalf of EBCE by the respondent and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the respondent and its agents as confidential. The respondent, selected Consultant and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from EBCE. Generally, each proposal and all documentation, including financial information, submitted by a respondent to EBCE is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

**Electronic Mail Address.** Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondents agree to provide [jdenvr@ebce.org](mailto:jdenvr@ebce.org) with a valid e-mail address to receive this communication.

**EBCE Rights.** EBCE reserves the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that respondents supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the respondents;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant without liability, and negotiate with other Consultant(s);
- k. Disqualify any respondent or selected Consultant on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to EBCE;
- l. Eliminate, reject, or disqualify a proposal of any respondent or selected Consultant who is not a responsible respondent or Consultant, or fails to submit a responsive offer as determined solely by EBCE or its representative; and/or
- m. Accept all or a portion of a Consultant's proposal.

**EXHIBIT B: BILLING RATES**

**EXHIBIT C: STATEMENT OF QUALIFICATIONS**

## **EXHIBIT D: TERMS OF SERVICE AGREEMENT**

### **Contract Provisions and Insurance Requirements**

Attached is a sample template of the Service Agreement the selected Consultant will be required to sign. Respondents must include in their proposals a statement as to their willingness to sign an agreement with the existing contractual language. Proposals must include specifics as to any contractual language or insurance requirements the respondent wishes to change. Please note that if you submit a proposal that does not address exceptions to the agreement, you will be held to have accepted all terms and conditions contained therein.

**Consulting Services Agreement for  
Services By And Between East Bay Community Energy  
Authority and**

This Consulting Services Agreement (“Agreement”) is made this XX day of \_\_\_\_\_, 201 X, (“Effective Date”) by and between East Bay Community Energy Authority, a joint powers authority formed under the laws of the State of California (“EBCE”) and \_\_\_\_\_, a (“Consultant”) for the purpose of providing \_\_\_\_\_ 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 \_\_\_\_\_, 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 EBCE's advanced consent.

## **Section 5. Subconsultants**

**5.1** Consultant agrees to use only those Subconsultants listed on Exhibit D. Any changes to Exhibit D to add or remove a Subconsultant must be approved by EBCE in advance, in its sole and absolute discretion.

**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 20<sup>th</sup> 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](mailto: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) includes, but is not limited to, all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, documents or other materials developed or discovered under this Agreement. All Work Product(s) will be considered "works made for hire." And all Work Product(s) and 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 in conformance with the requirements of the Political Reform Act by filing the original with the EBCE Clerk to the Board of Directors. Each of the identified positions must disclose interests in accordance with the EBCE Resolution-2018-7, Conflict of Interest Code as may be amended from time to time.

Name	Position or Assignment

**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** Consultant agrees, at its sole cost and expense, to indemnify, defend, with counsel reasonably approved by EBCE, 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 "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgements, liens and losses of whatever nature 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** Consultant's obligations in Subsection 12.1 do not apply to the extent any claim, loss, damage, injury, expense or liability that results from the sole negligence or willful misconduct of Indemnitees.

**12.3** 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.

**12.4** 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.

**12.5** 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:  
C/o WeWork  
1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, CA 94607  
Email: @ebce.org  
Phone:

Consultant

Attn:  
  
Email:  
Phone:

**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.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Agreement on the dates below to be effective upon the Effective Date.

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed as of the date set forth above.

CONSULTANT

EAST BAY COMMUNITY ENERGY  
AUTHORITY

A Joint Powers Authority

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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**

#### **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**

**Exhibit C**

**CONSULTANT STAFFING**

**Exhibit D**

**SUBCONSULTANTS**

**Exhibit E**

**COMPENSATION/BUDGET**

## 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.