



REQUEST FOR PROPOSALS

FOR

Termite Inspection and Treatment

RFP Release Date: May 20, 2025

RFP Submittal Deadline: June 6, 2025 at 5:00 pm Pacific Time

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2 Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE) is the community-owned electricity provider serving 13 Santa Clara County communities, including Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and unincorporated Santa Clara County. SVCE provides 280,000 residential and commercial electricity customers with clean electricity at competitive prices, from sources like solar, solar+storage, wind, hydropower and geothermal. Silicon Valley Clean Energy was formed as Joint Powers Agency in March 2016, and launched service in April 2017. 96% of electricity customers in the SVCE service area receive their electricity from SVCE. For more information, please visit: svcleanenergy.org.

As SVCE was formed to support our communities in reducing greenhouse gas emissions, we aim to provide our customers with resources that can help them understand their energy use and how it relates to their carbon footprint, discover ways to reduce their impacts, and find products and services to help them save energy and money. For more information about SVCE offers and services, please visit: ehub.svcleanenergy.org/incentives.

3 RFP Overview

With this request for proposals (RFP), SVCE seeks information about the experience and qualifications of your organization (Bidder) implementation and ongoing support as described in this RFP's scope of work. Bidders should provide one proposal in response to this RFP and indicate which Section(s) of the scope and which Key Topic(s) to which they are responding. Bidders are encouraged to apply for all Sections of the scope to which they are qualified. SVCE reserves the right to award work for different Sections and/or different Key Topics to different Bidders, to not award work for one or more Sections or Key Topics, or to award work to no Bidders.

This RFP:

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

4 RFP Tentative Timeline

This tentative schedule is provided for the convenience of Bidders, but may be subject to change at any time by SVCE. Any such changes will be stated in an addendum to this RFP or otherwise communicated to Bidders.

Date	Event
May 21, 2025	RFP issued
May 30, 2025	Deadline for questions, clarifications (see below)
June 2, 2025	Question responses posted online
June 6, 2025 5:00pm pst	Deadline for Bidders to submit proposals
June 9 – June 13, 2025	Possible interviews of top Bidders
June 16, 2025	Anticipated date SVCE will notify awardees
June 27, 2025	<ul style="list-style-type: none">• Anticipated date contract finalized• Work commences

Notes:

- Questions: Bidders may submit questions concerning the RFP to informationsecurity@svcleanenergy.org.
- All questions and answers will be shared with all Bidders and will be posted in the same location as the RFP, at <https://www.svcleanenergy.org/solicitations/>. Questions must be emailed and received by SVCE no later than May 30, 2025. SVCE shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by SVCE or its representatives.
- Bidder Interviews: SVCE may choose to conduct in-person/phone interviews of the top Bidders from June 9 – June 13, 2025.

5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to informationsecurity@svcleanenergy.org with the subject "Proposal – SVCE Termite Inspection and Treatment

Only electronic submittals in PDF format will be accepted.

Proposals must include the following sections (to be submitted in this order only):

1. Administrative Information (1 pg. max)
 - Provide administrative information, and include at a minimum: name, mailing address, phone number, and email of designated point of contact.
2. Proposal summary (2 pg. max)
 - Discuss the highlights, key features and distinguishing points of the proposal.
3. Organization description and qualifications (6 pg. max)

- Provide an overview of your organization. Include overall organizational structure, number of employees, legal structure and ownership. Provide, if available, current audited Financial Statements, credit rating reports from S&P Global Ratings and/or Fitch and/or Moody's. Provide a current client list.
 - Describe resources and organizational structure with respect to the VCISO and Security Assessment Services. Provide a brief bio for key staff that will work on this project and highlight their credentials. Attach full resumes of key staff.
 - Provide a description of primary business model(s).
 - Provide an overview of your qualifications and previous experience on at least three similar or related projects. Include descriptions, costs, timeline and reference contact information. Provide website URLs that SVCE can visit to see the solutions.
 - Please describe your specific experience and engagement in California and/or the SVCE territory, Include the type of engagement, with who, for what purpose, and for how long. Include the number of end-customers served.
 - Complete this information for all Bidders (and Sub-Bidders, if applicable) that are included in the proposal.
4. Proposed solution (10 pg. max for each Section (see Section definition below); accompanying power point 30 slides max for each Section)
- The Scope (see Section 16 of the RFP) is divided into three (3) Sections which covers multiple Key Topics. Please indicate which Section(s) and which Key Topic(s) your solution addresses. Describe your solution.
 - Describe integration requirements or options (with SVCE systems or data). Please indicate other (solution, technology, service, data) providers that you currently work with that your solution is integrated with. Please describe the level of integration. Indicate whether your solution has an API, widgets, or other data or integration to be leveraged inside another site.
 - Indicate if your solution is mobile responsive.
 - Indicate whether an account is required and if single-sign-on is an option.
 - Indicate whether enhancements or road map additions are included.
 - Describe customer usability testing completed, or strategy for gathering direct user feedback.
 - Describe the level of customization available.
 - Include information about your system and data security plan.
 - Describe system service levels that would be part of a service level agreement. Describe system support. Indicate also what customer support options are offered.
 - Describe any services you offer related to customer engagement: search engine optimization, digital advertising, social media advertising and other engagement, email marketing, and other marketing.
 - Describe any reporting or tracking tools provided with the solution.
 - Indicate how the proposed solution could be leveraged by other CCAs.
 - Suggest any innovations, additions or modifications to the scope that SVCE prepared.
5. Proposed work plan and schedule (4 pg. max; table or chart for the schedule)
- Present a well-conceived work plan. Indicate which Sections and Key Topics the work plan covers. Include a full description of each task. Show how the work plan would meet SVCE's schedule.
 - Illustrate how the work plan would proceed and what the key milestones or benchmarks would be, along with required levels of SVCE staff and stakeholder engagement.
6. Cost proposal (2 pg. max)

- Include all costs such set up fees, license fees, etc.; and direct labor rates and estimated hours for named project resources if applicable; and subcontractor rates if applicable.
 - Estimate other direct costs and reimbursable expenses, if any, and associated mark-up percentages, if any.
 - Include a breakdown of costs by deliverable.
 - Include any revenue share or cost reduction elements.
 - Indicate any pricing adjustment if another CCA implements a similar solution. Indicate any additional costs associated with customer engagement.
 - Be sure to separate costs associated with optional integration with SVCE systems and data.
7. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Section 8 of this RFP)
- List all exceptions or requested changes that Bidder has to SVCE’s standard contract. Items not excepted will not be open to later negotiation.
8. Inclusion of non-participating agencies (see Section 8 of this RFP)
- Indicate Bidder’s willingness to extend the terms of resulting contracts to other similar entities.

6 Review and Selection Process

In addition to, or in reiteration of, the aforementioned minimum proposal requirements, all of which are mandatory, proposals will be evaluated based on the following non-exclusive list of criteria:

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

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

7 Supplier Diversity

All qualified organizations are encouraged to respond, including minority-owned and women-owned organizations.

SVCE is an equal opportunity employer. All responses will be evaluated under the same criteria. Pursuant to Proposition 209, a government entity such as SVCE is prohibited from

granting preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment or public contracting.

RFP respondents that execute a contract with SVCE will be asked to complete a supplier diversity questionnaire. As a public agency and consistent with state law, SVCE will not use any provided information in any part of its selection process. Rather, SVCE will use the information to comply with the California Public Utilities Commission (CPUC) reporting requirements. Pursuant to General Order 156 (GO156), SVCE is required to submit a detailed and verifiable annual plan and report on the utilization of women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement. Consistent with the California Public Utilities Code and State policy objectives, SVCE will collect information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies.

SVCE encourages businesses that qualify for diverse business enterprise status to obtain certification through CPUC's [Supplier Diversity Clearinghouse](#). The certification is voluntary and cannot be used as a criterion for bid evaluation. For information on the certification process and requirements, please visit SVCE's [Supplier Diversity page](#).

8 Agreement Terms

Awardees will be required to enter into a contract using SVCE's standard contract terms. Modification of the contract terms may be proposed by the Bidder for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

SVCE's standard contract terms are available for review in Appendix A.

9 Inclusion of Non-Participating Agencies

SVCE is asking all responding Bidders to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested California-based municipalities, municipally-owned utilities and community choice energy programs. While this clause in no way commits these agencies to contract with SVCE's awarded consultant, nor does it guarantee any additional orders will result, it does allow other agencies, at their discretion, to make use of SVCE's competitive process (provided said process satisfies their own procurement guidelines) and enter into a contract directly with the awarded consultant. All contracts entered into by other agencies shall be understood to be transactions between that agency and the awarded consultant; SVCE shall not be responsible or liable in any manner for any such contracts.

10 California Public Records Act

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 et seq. ("CPRA"). SVCE will not disclose any part of any proposal before it announces a recommendation for an award, on the ground that there is a substantial public interest in not disclosing proposal during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure, with the exception of those elements in each proposal which are exempt from disclosure pursuant to the CPRA.

If a Bidder believes there are portion(s) of the proposal which are exempt from disclosure, the Bidder must plainly mark it as "Confidential", "Proprietary", or "Trade Secret." SVCE may also request that the Bidder state the specific provision of the CPRA which provides the exemption, and the factual basis for claiming the exemption. Any proposal which contains language purporting to render all or significant portions of the proposal as "Confidential," "Trade Secret," or "Proprietary," will be considered non-responsive and a public record in its entirety.

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

11 Ex Parte Communication

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

12 Insurance Requirements

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

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

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

13 Conflict of Interest/Statement of Non-Collusion

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

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

14 Addenda

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

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

15 Certifications

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

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

16 Rights of SVCE

SVCE is not obligated to respond to any proposal submitted as part of the RFP. **SVCE at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of SVCE.** The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. SVCE reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Bidders. There is no obligation to buy. The RFP, if awarded, will be in the judgement of SVCE the most responsive to the agency's needs.

17 High Level Scope of Work

Scope Of Work

A. Overview

1. Inspect SVCE building for termites

- Provide visual inspection of interior structure
- Provide visual inspection of exterior structure

2. Provide a report documenting findings of inspections

- Document areas of concern from the interior inspection
- Document areas of concern from the exterior inspection
- Document conditions of infestation
- Show visible evidence of damage
- Infestation or past infestations
- Provide map of findings
- Provide photos of findings

3. Provide a Treatment Scope of Service

- Provide a detailed recommended treatment plan
- Provide a detailed optional backup treatment plan
- Provide information on protection and reinspection plans
- Pricing should include **prevailing wages**

APPENDIX A

SERVICE CONTRACT

This "Service Contract" (this "Contract") is entered into on [Month Day], 202_, by and between Silicon Valley Clean Energy Authority, a California Joint Powers Authority ("Owner"), working with their property manager, G&E Real Estate Management Services Inc., a Delaware corporation doing business as Newmark ("Agent"), and [Contractor's full legal name], a [state of formation, e.g., "Delaware"] [type of entity, e.g., "limited liability company"] ("Contractor"). In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor (each, individually, a "Party" and jointly, the "Parties"), hereby agree as follows:

1. The Work

(a) Contractor agrees to furnish all skilled labor and/or materials, tools and equipment necessary to perform and complete the work (the "Work") described in the "Scope of Work" that is attached hereto as Exhibit A, at the real property and improvements located at 298 South Sunnyvale Avenue, Sunnyvale, California (the "Property").

(b) Changes to the Scope of Work may be made only through the creation and execution by both Parties of a written "Change Order," using the form attached hereto as Exhibit B. Contractor may not rely on any other form or method of altering the Scope of Work.

(c) The Work shall be performed: (i) in a good and workmanlike manner; (ii) in conformance with the highest standards, attention to detail, and the specifications set forth in the Scope of Work; (iii) during normal working hours (or at such other times if specifically addressed in the Scope of Work); and (iv) in such manner so as not to create any disturbance to Owner, tenants or occupants of or visitors to the Property, or the general public.

(d) Upon completion of the Work or prior to expiration or earlier termination of this Contract, Contractor shall close out any and all permits with the requisite governing authorities, including any permits that may predate this Contractor. It shall be Contractor's responsibility to contact all governing bodies with jurisdiction over the Property to obtain a list of any permits and/or applications that are open prior to the commencement of the Work described herein and, upon completion of the Work, to close out all permits and applications related to the Work, including those described above. Contractor covenants that upon completion, the Work shall have all approvals from governing bodies with jurisdiction over the Property, including the approval and close out of permits, the filing or amending of the Property's certificate of occupancy (if necessary) or any other approval that may be required now or in the future.

2. Compensation

(a) In consideration of the proper performance of the Work, Owner shall pay Contractor in accordance with Exhibit C hereto.

(b) Contractor shall submit its invoices on a monthly basis to invoices@svcleanenergy.org or to the following:

Silicon Valley Clean Energy Authority
333 W. El Camino Real
Suite 330
Sunnyvale, CA 94087

Attn: Property Manager

(c) Contractor acknowledges and agrees that no payment shall be made until all Work associated with the payment period has been performed as provided herein. No Work shall first appear in an invoice more than forty-five (45) days after such Work has been performed.

3. **Permits, Taxes and Related Expenses.** Contractor shall pay all excise, gross receipts, sales, consumer, use and other similar taxes required by law and shall secure all permits and licenses necessary for the performance of the Work. With respect to all employees engaged in the performance of the Work, Contractor accepts and assumes full and exclusive liability for compliance with all applicable laws and regulations related to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues, whether subject to federal, state or local law or regulation. Contractor shall take all actions necessary to obtain similar full compliance from each subcontractor performing work under this Contract. Contractor shall, at its sole cost and expense, indemnify and hold the Indemnified Parties (defined below) harmless with respect to the failure of Contractor or any subcontractor performing work under this Contract to comply with the provisions of this Paragraph 3.

4. **Protection of Persons and Property**

(a) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to: (i) any employee or other person on the work site; (ii) all materials to be incorporated into the Work; and/or (iii) the work site and any improvements or other personal property located on the work site. The obligations of Contractor under this Paragraph 4 shall extend to Contractor's agents, employees, subcontractors, suppliers, or others who may be performing work under this Contract.

(b) Without limiting the generality of the foregoing, and except in accordance with normal operating practice and environmental statutes, Contractor and its subcontractors shall not introduce any Hazardous Materials into the Property without the prior written consent of Owner, which consent Owner may grant, withhold, or condition in Owner's sole and absolute discretion. Contractor shall promptly notify Owner if Contractor or any of its subcontractors accidentally release any Hazardous Materials on or adjacent to the Property. As used in this Contract, "Hazardous Materials" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Law (as defined in Paragraph 25 below) regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom.

5. **Contractor's Employees**

(a) Prior to the assignment by Contractor of any employee to perform work under this Contract, Contractor shall take appropriate preventive steps that it reasonably believes shall ensure that such employee shall not engage in inappropriate conduct while performing work under

this Contract or while on the Property. Also, Contractor shall, if and to the extent both required by Owner and permitted by law, conduct criminal and/or other background checks on its employees who are assigned to work at the Property. Inappropriate conduct shall include, but not be limited to: (i) being under the influence of, or affected by, alcohol, illegal drugs or controlled substances; (ii) the manufacture, use, distribution, sale, or possession of alcohol, illegal drugs, or any other controlled substance except for approved medical purposes; (iii) the possession of a weapon of any type; and (d) harassment, threats or violent behavior. Violation of this Paragraph 5 shall constitute a material breach of this Contract.

(b) In the same manner as provided for audit of financial and accounting records, Owner shall have access to documentation necessary to verify Contractor's compliance with this Paragraph 5. Owner in its discretion may require Contractor to remove any employee from any Property on which work is being performed under this Contract.

6. Indemnity

(a) As used in this Contract, the "Indemnified Parties" are and shall include: (i) Owner; (ii) Owner's beneficiaries; (iii) Newmark (individually and as agent for Owner); (iv) Owner's asset manager for the Property (if any); (v) any and all parents, present and future subsidiaries, partners and affiliates of the foregoing and all of their respective shareholders, directors, officers, partners, members, agents and employees of all of the foregoing; and (vi) anyone else acting for or on the behalf of any of the foregoing. For the avoidance of doubt, if Newmark is a sub-manager to Owner's property manager for the Property, then that property manager is also included among the Indemnified Parties.

(b) To the extent permitted by law, Contractor, for itself, its agents, subcontractors and employees, shall indemnify and hold harmless (and, if requested by Owner and/or Newmark, defend) the Indemnified Parties from and against any and all claims, loss, costs, damages, liabilities, suits, liens and expenses, including reasonable attorneys' fees and costs of defense (collectively, "Claims") incurred by or asserted against any of the Indemnified Parties to the extent the same arise or are alleged to have arisen out of or in connection with or due to Contractor's failure to perform or other breach of any provisions of this Contract, or Contractor's negligent, willful or intentional acts or omissions, and from and against any and all Claims by or against agents, workers, suppliers and subcontractors who are directly or indirectly involved in the performance of this Contract.

(c) The obligations of Contractor under this Paragraph 6 shall not be limited in any way by any limitation on or specification of any insurance proceeds or coverage.

(d) The obligations of Contractor under this Paragraph 6 shall survive the expiration or earlier termination of the term of this Contract, whether by the passage of time or otherwise.

(e) Owner may, at its election, withhold any monies payable hereunder and apply the same to the payment of any actual charges or expenses arising under this Paragraph 6.

7. Term and Termination

(a) The term of this Contract shall commence on the Effective Date and shall continue until one (1) year thereafter (the "Initial Term"), following which it shall continue on a month-to-month basis until it is terminated by either Party on not less than thirty (30) days' notice to the other Party.

(b) Notwithstanding the foregoing, the Initial Term may be extended in a writing signed by both Parties.

(c) Owner may terminate this Contract immediately upon written notice given to the Contractor if:

- (i) Contractor fails to carry out the Work in accordance with this Contract and does not cure such failure within fifteen (15) days of receipt of Owner's notice demanding such a cure;
- (ii) Contractor fails to comply with the Laws of any public authority having jurisdiction and does not cure such failure within fifteen (15) days of receipt of Owner's notice demanding such a cure;
- (iii) Contractor fails to provide Owner upon demand with copies of the evidence of insurance required under Paragraph 9 of this Contract and does not cure such failure within fifteen (15) days of receipt of Owner's notice demanding such a cure;
- (iv) Contractor is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency; or
- (v) Contractor fails to make prompt payment to subcontractors for materials or labor and does not cure such failure within fifteen (15) days of receipt of Owner's notice demanding such a cure.

(d) Contractor may terminate this Contract immediately upon written notice given to Owner if:

- (i) Owner is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Owner's insolvency; or
- (ii) Owner fails to make prompt payment to Contractor and does not cure such failure within fifteen (15) days of receipt of Contractor's notice demanding such a cure.

(e) In addition, with or without cause, Owner may terminate this Contract during the Initial Term upon not less than thirty (30) days' notice to Contractor.

(f) Notwithstanding the foregoing, if at least two (2) times in any twelve (12) month period, Contractor fails to carry out the Work in accordance with this Contract but cures such failure within fifteen (15) days of receipt of Owner's notice demanding such a cure, any subsequent failure by Contractor to carry out the Work in accordance with this Contract shall entitle Owner, in its sole and absolute discretion, to elect to terminate this Contract without affording Contractor the opportunity to cure such failure.

8. **Insurance.** Contractor shall comply with the "Insurance Requirements" contained in Exhibit D hereto.

9. **Records/Audit.** Contractor shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate charges made under this Contract. Such records shall include, but not be limited to, applicable time sheets, job cards,

phone bills, travel receipts and job summaries. Contractor shall retain such records for three (3) years from the end of the contract year in which such charges were incurred. Owner shall have access to such records and any other records Contractor is required to maintain under this Contract for the purpose of audit during normal business hours upon reasonable notice for so long as such records are required to be retained.

10. **Warranty**

(a) Contractor warrants and guarantees that all goods, materials and workmanship provided by it or any of its subcontractors shall, in every way, be good, sound, free from defects and well suited for its intended purposes and that all materials and workmanship shall conform to the specifications under which the Work is being performed. Where goods or materials provided by Contractor or its subcontractors are to be integrated into other products, packages or systems, the same representation and warranty shall be and is hereby made for use of such goods, as integrated or incorporated into such other product, package or system. Where Contractor provides goods or materials in connection with the performance of its Work, then all such goods and materials shall (i) conform to any samples provided and to statements made on the containers, labels or advertisements of such goods or materials, and (ii) be adequately contained, packaged, marked, and labeled. Moreover, if and to the extent that any such goods or materials come with manufacturers warranties, then (iii) Contractor shall transfer and otherwise make available to Owner all such warranties (and deliver all documents evidencing such warranties), and (iv) Contractor shall take no action without the consent of Owner which would void, violate or impair such warranties.

(b) In the event a failure to satisfy any of the foregoing warranties and guarantees shall occur or be detected within one (1) year from the date of final payment for the Work, Contractor shall, upon written notice from Owner or any mortgagee of Owner's interest in the Property, promptly and at its own expense remedy the deficiency, fault or imperfection (which, if necessary, shall mean that Contractor shall restore goods and materials to the same level as warranted herein or else repair or replace them with conforming goods and materials so as to minimize interruption to all applicable ongoing business processes), and pay all damages resulting therefrom. If Contractor fails to fulfill its obligation to take remedial action, Owner or Owner's mortgagee may take such action at the expense of Contractor and deduct from any amount that is or may become due Contractor the cost of such corrective actions and seek recovery to the extent the cost of corrective actions and damages exceeds the amount then due Contractor under this Contract.

11. **Waiver of Mechanics' or Materialmen's Liens.** To the extent permitted by law, and conditioned upon Contractor's receipt of all compensation it is entitled to receive under this Contract, Contractor, on behalf of itself and for anyone claiming by, through or under it, hereby releases and waives any and all lien rights or claims to liens against the Property and/or the underlying real estate which might arise in connection with the furnishing of labor or materials or goods under this Contract. Such release and waiver specifically includes, but is not limited to, all liens and rights or claims to liens arising under the applicable Mechanics' Lien Act of the jurisdiction in which the Property is located, as the same may be amended and replaced from time to time. Contractor shall execute and deliver such additional documentation as may be required by Owner evidencing that no mechanics' or materialmen's liens, or stop notices have been or shall be created as a result of the Work, including without limitation sworn contractors' statements and partial and final lien waivers.

12. **Assignment and Subcontracting**

(a) Any assignment or attempt to assign any portion of its rights or obligations by Contractor, including the right to receive money that may become due Contractor under this Contract, shall be void and of no force and effect unless Contractor shall have obtained the prior written consent to such assignment from Owner, which consent may be granted or withheld in Owner's sole discretion.

(b) Contractor shall not subcontract any of the Work without first obtaining the written approval of Owner, which may be granted or withheld in Owner's sole discretion. Such approval, if given, shall not release the Contractor from any responsibility or liability under this Contract.

(c) Owner may assign this Contract to any entity controlled by or under common control of Owner or Owner's nominee upon written notice to Contractor of its intention to do so.

13. **Work Stoppage.** Contractor shall promptly notify Owner of any impending work stoppage, strike or other similar interference with the performance of the Work of Contractor under this Contract. Owner may, in its sole discretion and without incurring any liability to the Contractor, procure such services from others for the duration of such interference, owing nothing to Contractor until performance of the Work is reinstated.

14. **Solicitation and Distribution.** Contractor shall not permit any employee, or other entity operating directly or indirectly under its control, to engage in solicitation or distribution of materials of any kind on the Property.

15. **Gifts and Gratuities.** Contractor shall not give or offer any gift or gratuity of any type to any employee of Owner or Newmark.

16. **Ownership of Materials.** Upon payment to Contractor of all compensation to which it is entitled under this Contract, all reports, memoranda, or other materials in written form (including materials in machine readable form) prepared by Contractor pursuant to this Contract and furnished to Owner or Newmark shall become the property of Owner. Subject to other provisions of this Contract, Contractor may retain a copy of such documents for its records.

17. **Trademarks.** Nothing in this Contract grants either Party any rights to use, directly or indirectly, the trade name or trademark of the other Party for any purpose without the prior written approval of such Party.

18. **Notices.** Notices under this Contract shall be in writing, addressed as provided on the signature page hereto and deemed properly given (a) if hand delivered, on the day so delivered; (b) if sent by certified mail, postage prepaid, return receipt requested, three (3) business days after being placed in the U.S. Mail; or (c) if by any reputable nationally recognized express courier service, on the next business day after delivery to such express courier. Notices shall be addressed as follows:

If to Contractor: [Contractor's name (without state of formation and type of entity)]
[Street Address]
[City, State ZIP]
Attn: _____

If to Owner: Silicon Valley Clean Energy
333 W. El Camino Real, Suite 330
Sunnyvale, CA, 94087

Attn: Property Manager

with copies to:

Newmark
2841 Junction Road, Suite 103
Sunnyvale, CA, 94087
Attn: Property Manager

19. **Equal Opportunity.** Contractor represents, warrants and agrees that, during the term of this Contract: (a) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; and (b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Contractor fully adheres to all the requirements of Executive Order No. 11246, as amended; Section 5.03 of The Rehabilitation Act of 1973, as amended; and The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all other relevant state and federal laws. Contractor shall include the provisions of this Paragraph 19 in any subcontract entered into in connection with the Work.

20. **Confidentiality.** Contractor shall consider all information furnished by Newmark and/or Owner to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing the Work required under this Contract, unless Contractor obtains written permission from Newmark or Owner to do so. This paragraph shall also apply to drawings, specifications, or other documents prepared by Contractor for Owner in connection with this Contract. Contractor shall not advertise or publish the fact that Owner has contracted to purchase goods or services from Contractor nor shall any information relating to this Contract be disclosed without Owner's or Newmark's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information relative to Contractor disclosed in any manner or at any time by Contractor to Owner or Newmark shall be deemed secret or confidential. Contractor shall advise its employees and any subcontractors of Contractor's obligation with respect to information of Owner and Newmark. This Paragraph 20 shall survive the expiration or earlier termination of this Contract and shall remain in full force and effect until otherwise agreed in writing by Owner and Newmark.

21. **Force Majeure, Delay.** Owner shall not be held responsible for acceptance of all or any part of the goods or services tendered for delivery under this Contract when, due to governmental action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm, or other incidents outside of Owner's control, such acceptance is impossible or impractical. If Contractor is delayed in its performance of the Work due to the fault of Owner or Newmark, the time fixed for the completion of the Work shall be extended equitably for the time so lost, which shall be Contractor's sole remedy for such delay with no adjustment in the payment to Contractor. If Contractor is delayed in its performance of the Work due to general strike, lockouts, work stoppage or other similar interference, then the time fixed for the completion of the work specified herein shall be extended equitably for the time so lost, which shall be Contractor's sole remedy for such delay with no adjustment in the payment to Contractor, provided, however, that during the period of such delay, Owner may, at its sole option, obtain the goods or services to be provided as part of the Work from another source during the period of such delay, and Owner shall be under no obligation to accept those goods or services after such delay.

22. **Modification.** This Contract may be modified only by a written amendment or other form of modification executed by authorized representatives of both Parties. It may not be

modified by any oral agreements, by any implied agreement or custom, or by any waiver of any of its terms unless in writing.

23. **Successors.** This Contract and each provision of it shall operate to the benefit of the Parties and to their respective successors in interest, legal representatives and assigns.

24. **Governing Law.** This Contract shall be construed, governed and enforced in accordance with the laws of the state or commonwealth in which the Property is located.

25. **Compliance with Law**

(a) Contractor represents and warrants that any goods and/or services furnished pursuant hereto shall be in compliance with all applicable federal, state and local laws, ordinances, regulations, codes, rules orders and decrees (“Laws”), including, without limitation: (i) all environmental Laws relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter as now or at any time hereafter in effect; and (ii) to the extent applicable, the Consumers Product Safety Act of 1972, as amended, and Laws of similar effect. Where the Work to be performed permits, Contractor shall take such measures while performing the Work as are necessary to reasonably protect and safeguard the personnel and property of the Owner, Newmark, tenants and others at the Property or adjacent thereto. Contractor shall take all necessary precautions for the safety of its agents, subcontractors and employees at the Property and shall comply (and shall cause its agents, subcontractors and employees to comply) with: (i) all applicable Laws (including the Occupational Safety and Health Act (“OSHA”) of 1970, as amended, all regulations promulgated pursuant to OSHA, and all applicable Laws governing workplace safety) to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises where the Work is being performed; and (ii) all applicable safety rules and regulations of Owner for the Property. As of all times when this Contract is in effect, Contractor further represents and warrants that neither Contractor nor any of its subcontractors, agents or employees are on any blocked or prohibited persons list maintained under any Law (including Presidential Executive Order 13224), and that neither Contractor nor any of its subcontractors, agents or employees have performed any acts or obtained any status that would cause Newmark or Owner to be barred in any way from doing business with Contractor.

(b) Contractor is aware of the requirements of California *Labor Code* Sections 1720 *et seq.*, and Sections 1770 *et seq.*, and California Code of Regulations, Title 8, Sections 16000 *et seq.* (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. The Work performed under this Contract may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. If the Work is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor shall fully comply, and require any third-party performing such Work to comply, with such Prevailing Wage Laws, including but not limited to requirements related to public works contractor registration and maintenance, submittal of certified payroll records and provision of bonds. Contractor shall defend, indemnify, and hold Owner, its elected official officers, employees, and agents free and harmless from any claim or liability arising of any failure or alleged failure to comply with the Prevailing Wage Laws.

26. **Limitation of Damages and Liability**

(a) Neither Party shall be liable to the other Party, or to any person or entity claiming by or through the other Party, for any loss of or damage to revenues, profits, goodwill or other

special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Contract, even if such Party has been advised of the possibility of such damages.

27. **Code of Conduct.** At all times during the Initial Term and any extension thereof, Contractor shall comply with the "Vendor Code of Conduct" contained in Exhibit E hereto.

28. **Storage.** Owner may, but shall not be required to, designate areas within or around the Property for the temporary storage of Contractor's materials, equipment or supplies. From time to time, Owner may relocate such storage areas or terminate Contractor's permission to store any or all materials, equipment or supplies at or around the Property. All materials, equipment and supplies of Contractor which are stored at or around the Property shall be at Contractor's sole risk and peril. Upon notice from Owner or upon termination of this Contract, Contractor shall promptly remove from such designated storage area all of Contractor's materials, equipment and supplies; and any materials, supplies or equipment of Contractor or Contractor's agents or employees which remain more than twenty-four (24) hours after such notice or the termination of this Contract may be disposed of by Owner or Newmark without obligation or liability to Contractor or anyone claiming by, through or under Contractor.

29. **Newmark as Agent for Owner.** Newmark has been retained by Owner to act on behalf of and as agent for Owner for the administration of this Contract. Owner shall be solely responsible for making payments to Contractor pursuant to the terms and conditions of this Contract, and Contractor agrees that Newmark shall have no responsibility or liability to Contractor in connection with any such payment and that Contractor shall therefore look solely to Owner, and not to Newmark, for any such payment.

30. **Time is of the Essence.** Time is of the essence in Contractor's performance of its obligations (including performance of the Work) under this Contract.

31. **Paragraph Headings.** The section headings contained in this Contract are provided for convenience only and do not affect the interpretation of this Contract or the rights and obligations of the Parties.

32. **Entire Agreement.** This Contract contains all of the agreements, conditions and understandings of the Parties regarding the subject matter of this Contract, and supersedes all prior negotiations, representations or agreements between them, whether oral or written.

33. **Severability.** If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

34. **Further Assurances.** Each Party shall, upon the request of the other Party, execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Contract.

35. **Attorneys' Fees.** In the event any claim or controversy arises out of this Contract, the prevailing Party in any legal action or proceeding brought to resolve that claim or controversy

shall be entitled to recover its costs and expenses of suit, including without limitation, reasonable attorneys' fees, consultants' fees, and fees of expert witnesses, from the non-prevailing Party.

36. **Power and Authority.** Each person executing this Contract on behalf of a Party warrants and represents to the other Party that he/she/they has the full power and authority to execute this Contract and to bind his/her/their respective Party hereto.

37. **Counterparts.** This Contract may be executed electronically and in counterparts, each of which shall be deemed original, and both of which together shall constitute one and the same instrument. Either Party may deliver its signature to this Contract by facsimile or electronic mail. Either Party that receives an executed signature page from the other Party by facsimile or electronic mail may rely upon said signature as if it was a signed original.

SIGNATURES APPEAR ON THE FOLLOWING PAGE 11.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Contract as of the Effective Date.

OWNER:

Silicon Valley Clean Energy Authority,
a California Joint Powers Authority

By: _____

Name: _____

Title: _____

CONTRACTOR:

[Contractor's Full Legal Name],
a [State of Formation] [Type of Entity]

By: _____

Name: _____

Title: _____

Approved as to form: _____
Michael Callahan
SVCE General Counsel

EXHIBIT A

Scope of Work

Any attached document is attached solely for the purpose of defining the Scope of Work, and shall not supplement, supplant, or otherwise amend the provisions of the Contract.

EXHIBIT B
Change Order Request

This "Change Order Request" is made on _____, 202_, pursuant to Paragraph 1(b) of that certain "Service Contract" dated _____, 202_ (the "Contract"), by and between the Owner and Contractor identified below. Upon the completion and full execution of this document by Owner and Contractor, the Scope of Work under the Contract shall be amended as follows:

Description of the Work in the Contract	Nature and Extent of the Amendment to such Work	Corresponding Adjustment to Contractor's Compensation

Except as the same has been amended herein, the Contract remains in force and effect. In the event of any conflict between the terms of the Contract and the terms contained herein, the terms contained herein shall prevail.

OWNER:

Silicon Valley Clean Energy Authority,
a California Joint Powers Authority

By: _____

Name: _____

Title: _____

CONTRACTOR:

[Contractor's Full Legal Name],
a [State of Formation] [Type of Entity]

By: _____

Name: _____

Title: _____

Approved as to form: _____
Michael Callahan
SVCE General Counsel

EXHIBIT C

Contractor's Compensation

Any attached document is attached solely for the purpose of specifying Contractor's compensation, and shall not supplement, supplant, or otherwise amend the provisions of the Contract.

EXHIBIT D
Insurance Requirements

1. Prior to the commencement of any of the Work, Contractor shall provide to Owner Certificates of Insurance evidencing the following insurance issued by carriers and in amounts and on forms reasonably acceptable to Owner:
 - a. Commercial General Liability Insurance written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed Operations (with coverage continuing for two (2) years after completion of the Work); Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate.
 - b. Workers' Compensation (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$1,000,000 each accident, \$1,000,000 disease- each Employee, and \$1,000,000 disease-policy limit.
 - c. Commercial Automobile Liability Insurance written on an occurrence form covering Contractor's and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability.
 - d. Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.
 - e. Professional or Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 each claim (with coverage continuing for two (2) years after completion of the Work). However, Contractor's certificate of insurance need only evidence this insurance if the Work includes the provision of any one or more of the following kinds of services: any form of professional engineering advice or services, any form of architectural advice or services, security or alarm services, any form of accounting advice or services (including tax advice or auditing), legal advice, insurance brokerage services or any other form of professional consulting.
 - f. Contractors Pollution Liability in an amount not less than \$1,000,000 per loss and \$2,000,000 annual aggregate (with coverage continuing for two (2) years after completion of the Work). However, Contractor's certificate of insurance need only evidence this insurance if the Work includes the provision of any one or more of the following kinds of services: pest control or extermination; fuel delivery or storage; the abatement of asbestos, lead or mold (or any like substance); the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter; work on roofing systems (but only if the roofing materials subject to the Work contain asbestos or other hazardous materials, e.g., work on roofing material that contains asbestos); work on HVAC systems (but only if the materials subject to the Work are or contain hazardous materials, e.g., work with Freon); or work on window systems or insulation (but

only if the materials subject to the Work contain asbestos or other hazardous materials).

- g. Property insurance covering Contractor's personal property at the Property. Such property insurance shall include a waiver of subrogation as to Owner and Newmark. In addition, Contractor waives all right of recovery against Owner and Newmark for any damage to any of Contractor's personal property at the Property.

4. The limits of liability coverage set forth above are established as the minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.

5. Contractor's Commercial General Liability, Commercial Automobile Liability and Umbrella or Excess Liability policies shall be primary and non-contributory to any policies of insurance carried by Owner, Newmark, or any other Indemnified Party identified in Paragraph 6 of this Contract, and shall include Owner, Newmark, and all other Indemnified Parties as additional insureds with regard to claims arising out of the Work and Contractor's other activities under this Contract. All waivers and requirements of primary/non-contributory coverage contained in such policies shall also extend to all parties included as additional insureds, to the extent the same are extended to Owner and Newmark.

6. Unless otherwise agreed to in writing by Owner, Contractor's insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the state where the Work is to be performed.

7. Certificates of Insurance evidencing the insurance required to be carried hereunder, with copies of the endorsements including the parties identified above as additional insureds attached, shall be filed with Owner prior to the commencement of any Work pursuant to the provisions of this Contract, and evidence of renewals of said policies shall be submitted not less than ten (10) calendar days prior to the expiration of the term of such coverage. Such Certificates of Insurance shall not be subject to cancellation or material alteration except after thirty (30) calendar days' prior written notice by Certified Mail to the Additional Insureds.

8. In the event any required policy of insurance shall expire or be canceled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Owner with Certificates of Insurance which evidence replacement coverage not less than fifteen (15) calendar days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within five (5) calendar days following written notice from Owner, Owner may require Contractor and any subcontractors to cease all operations until the required documents have been provided or may terminate this Contract immediately.

9. The foregoing provisions regarding certificates of insurance are subject and subordinate to any and all applicable law.

EXHIBIT E

Vendor Code of Conduct

Silicon Valley Clean Energy conducts its business activities with integrity and in full compliance with the laws and regulations that govern those activities, and with consideration of Silicon Valley Clean Energy's values, ethical business practices, and professional expectations. Silicon Valley Clean Energy expects the same from the Vendors it engages, whether directly or on behalf of Silicon Valley Clean Energy's clients. This Vendor Code of Conduct contains the standards of business practices and regulatory compliance that are expected and required of Vendors and their agents, employees, and subcontractors. This Vendor Code of Conduct applies to all interactions between Vendors and Silicon Valley Clean Energy or its clients, and between Vendors and any third party with which Vendors may deal while performing services on behalf of Silicon Valley Clean Energy or its clients.

VENDOR CODE OF COMPLIANCE

It is a Vendor's responsibility to ensure that its representatives understand and act in accordance with the Vendor Code of Conduct. Each Vendor is expected to inform invoices@svcleanenergy.org in the event there is reason to believe Vendor, its agents, employees, or subcontractors cannot abide by this Vendor Code of Code. Silicon Valley Clean Energy reserves the right to request the prompt removal of any individual whose conduct is not in compliance with this Vendor Code of Conduct or any other Silicon Valley Clean Energy policy.

Notwithstanding anything contained in any contract with a Vendor, failure by a Vendor to adhere to this Vendor Code of Conduct shall constitute and be deemed to be a breach of the contract between such Vendor and Silicon Valley Clean Energy or its client, entitling Silicon Valley Clean Energy or its client to terminate that contract or other business relationship without penalty.

LEGAL AND ETHICAL STANDARDS

Vendor shall comply with all federal, state, local and foreign laws and regulations applicable to its business. Vendor shall maintain financial records and reports in compliance with any and all such laws and regulations. Vendor shall not knowingly participate in any financing of terrorism, any scheme to launder money, any scheme to under-report the size of a cash transaction, or any scheme to wrongfully avoid tax liability. Vendor shall comply with all applicable antitrust and fair competition laws and shall always act in a manner intended to uphold all applicable standards of honesty, good faith, and fair dealing.

HUMAN RIGHTS & FAIR LABOR PRACTICES

Compensation and Working Hours

Vendor shall compensate its employees in an amount that is no less than what is required under applicable minimum wage legislation and mandatory industry standards. All applicable laws and regulations regarding working hours, overtime, rest and meal breaks, and paid time off shall be followed. Vendor shall pay its employees in a timely manner and with no disciplinary deductions. Vendor's policies regarding these matters shall be clearly communicated to its employees in a language the employee understands.

Diversity and Inclusion

Vendor shall foster an inclusive and diverse work environment for all of its employees. Vendor shall commit to equal opportunities regardless of gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, political affiliation, veteran or military status

or any other characteristic protected by law. Vendor shall ensure that its workplace is free of harassment, discrimination, and retaliation.

Freedom of Association and Collective Bargaining

Unless prevented by any local governmental policy or any applicable law, Vendor shall respect, and shall not interfere with, employees right to decide whether to form or join a union of their choice, and without threat or intimidation. Vendor shall act in accordance with its employees' right to freedom of association and collective bargaining in accordance with local law and/or mandatory industry standards.

Forced Labor

All labor must be voluntary. Vendor shall not use force, fear, coercion, or threat to constrain or prevent the right of its employees to freely make their own decisions regarding their human rights. Punishment, confinement, threats of violence, harassment, abuse, mental, and/or physical discipline, or coercion, as well as any forms of human trafficking, are strictly prohibited.

Child Labor

The use of child labor is strictly prohibited. Vendor shall not engage or condone any employment in the workplace involving any person under the applicable legal age of employment. Vendor shall not subcontract any of its work or services, or the provision of any good or materials, to any party that does not comply with the foregoing.

HEALTH AND SAFETY

Vendor shall comply with applicable health, safety, and security laws and regulations, and shall otherwise maintain a safe work environment. This includes providing employees with potable drinking water, adequate sanitation and personal protective equipment, fire exits and essential safety equipment, access to emergency medical care, and appropriately lit and equipped workstations. Potential safety hazards such as electrical sources, fire, heat, vehicles, and fall hazards should be eliminated to prevent accidents, injuries, and work-related illnesses. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances. Regular workplace risk assessments and preventive maintenance should be conducted along with employee education and training. Vendor shall otherwise follow applicable laws and regulations related to workplace injuries and illnesses.

Vendor will always demonstrate a commitment to maintaining a safe working environment and will ensure that all employees performing services on behalf of Silicon Valley Clean Energy or its clients are properly trained and educated to ensure safety at the workplace at all times. Vendor shall capture and report all occupational injuries and illnesses as required by applicable laws and shall inform Silicon Valley Clean Energy of any Environmental Health & Safety incidents that occur while vendor is performing services for Silicon Valley Clean Energy or its clients. Vendors should contact invoices@svcleanenergy.org to report incidents. Vendor shall participate in any investigative or corrective action processes associated with the reported incidents to ensure the issue/hazard has been eliminated/mitigated and poses no additional threat to employees, clients, or business operations.

ENVIRONMENT

Silicon Valley Clean Energy is focused on the environment and recognizes the importance of treating natural resources with the greatest respect so they are available to future generations. Silicon Valley Clean Energy is acutely aware of climate change and other major issues affecting

the environment. Silicon Valley Clean Energy also understands the impact commercial real estate can have on the health of the environment.

That is why Silicon Valley Clean Energy expects its Vendors to support environmental and climate protection and to comply with all applicable environmental laws and regulations. Vendors shall have a system to effectively identify, eliminate, and contain any potential hazards to the environment as a result of Vendor's operations and shall share with Silicon Valley Clean Energy any relevant data regarding Vendor's environmental and climate protection activities. Vendor will look for ways to continuously improve the environmental practices associated with their operations, actively working to efficiently manage their energy, water, and waste consumption.

DATA PROTECTION, INFORMATION SECURITY, AND DISCLOSURE OF INFORMATION

Protection of Personal Data

Silicon Valley Clean Energy is committed to protecting confidential information and personal data. Silicon Valley Clean Energy has put in place policies to ensure that confidential and personal data is processed and secured in accordance with applicable laws. Vendors must also ensure that all uses of personal data – such as collection, registration, comparison, storage, processing, transfers and deletion, or a combination of these – take place in accordance with applicable laws and regulations. Vendor must notify Silicon Valley Clean Energy if Vendor has reasonable suspicion that there has been a breach of compliance with this requirement. Vendors should contact invoices@svcleanenergy.org “immediately” to communicate and report the situation.

Cybersecurity

It is essential that Vendors safeguard the integrity and security of their systems and comply with the relevant legal or regulatory standards and guidance. Vendors must immediately inform Silicon Valley Clean Energy if they become aware of any cyber security incident that affects or has the potential to affect any of Silicon Valley Clean Energy's , or its clients, data or systems. Vendor must provide Silicon Valley Clean Energy and its clients reasonably requested information to aid in the investigation and corrective action process associated with such breach and to ensure compliance with all applicable laws.

Bribery and Corruption

Vendor shall not tolerate bribery or corruption as a means of improperly influencing an official act, of securing an improper advantage in order to obtain or retain business, or for any other purpose. Vendor shall not participate in a business relationship with any other party that is known to, or suspected of, engaging in any activity involving bribery or corruption. Vendor shall comply with any and all applicable anti-bribery and corruption laws and regulations.

Gifts and Gratuities

Vendor shall not give or receive any gifts or other favors of material value to any employees of Silicon Valley Clean Energy, Newmark, or its clients.

Trade Regulation

Vendor shall comply with all applicable trade restrictions, export controls, sanctions, and customs laws and regulations. Vendor shall not knowingly become involved with anyone suspected of criminal or terrorist activities or of being on any sanction lists.

Conflicts of Interest

Vendor shall promptly disclose to Silicon Valley Clean Energy any situation involving an actual or potential conflict of interest between Vendor and Silicon Valley Clean Energy or its client, and any situation under which Vendor's judgment or objectivity, or its duties to Silicon Valley Clean Energy or its clients, may be impaired.

Vendors shall refrain from doing business with any Silicon Valley Clean Energy employee whose spouse, domestic partner, relative or friend has a significant financial stake in vendor's operations

Business Continuity and Crisis Plan

Vendor shall have a business continuity plan in place to prevent or minimize any disruption of its business operations due to matters including but not limited to natural disasters, equipment malfunction, power failure, terrorism, supply chain disruptions, communicable disease outbreaks, epidemics or pandemics, information security issues, cyber-attacks, etc.

Vendor shall maintain a comprehensive business continuity plan that is commercially reasonable and complies with applicable law, rules and regulations. Vendor will provide an executive summary of such plan upon reasonable request of Silicon Valley Clean Energy or Newmark. Supplier will test the adequacy of its business continuity plan at least annually. In the event of business disruption that materially impacts Vendor's performance of the work under the agreement to which Vendor is a party, Vendor will promptly notify Silicon Valley Clean Energy of the disruption and the steps being taken in response and shall use its best efforts to minimize business interruption as quickly and efficiently as possible.

Audit Rights

Silicon Valley Clean Energy reserves the right to conduct a compliance review to confirm Vendor's adherence to this Vendor Code of Conduct. Vendor must cooperate with Silicon Valley Clean Energy by being available and providing any information and systems requests in a timely manner and at no cost to Silicon Valley Clean Energy. Silicon Valley Clean Energy and its customers may directly perform assessments or engage third parties to conduct an audit of Vendor's records. If a breach is identified, Vendor shall promptly present a corrective action plan to Silicon Valley Clean Energy and shall cure any ongoing breach. In the event of a serious or persistent non-compliance in Silicon Valley Clean Energy's determination, notwithstanding anything contained in any other agreement to the contrary, Silicon Valley Clean Energy reserves the right to terminate its relationship with Vendor without penalty.

VIOLATIONS AND SUGGESTIONS

Silicon Valley Clean Energy encourages anyone who wishes to report a violation of this Vendor Code of Conduct to contact Silicon Valley Clean Energy at invoices@svcleanenergy.org. Vendors are also encouraged to contact Silicon Valley Clean Energy with suggestions that may improve this Vendor Code of Conduct, as Silicon Valley Clean Energy values new ideas and is always open to cooperation and collaboration with Vendors. Silicon Valley Clean Energy may update this Vendor Code of Conduct from time to time.