



REQUEST FOR PROPOSALS

FOR

STATE OF CALIFORNIA LOBBYING SERVICES

RFP Release Date: November 22, 2024

**RFP Submittal Deadline: December 18, 2024, at 5:00pm
Pacific Time**

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2 Silicon Valley Clean Energy Overview

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

As SVCE was formed to support our communities in reducing their greenhouse gas emissions, we aim to provide our customers with resources and programs to reduce their carbon footprint. For more information on SVCE’s overarching program strategy and planned programs, please visit: <https://www.svcleanenergy.org/programs/>.

3 RFP Overview

With this request for proposals (RFP), SVCE seeks information about the experience and qualifications of your organization (Bidder) to implement the requirements 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 of work to which they are responding. Bidders are encouraged to apply for all Sections of the scope of work to which they are qualified. SVCE reserves the right to award work for different Sections to different Bidders, to not award work for one or more Sections, or to award work to no Bidders. SVCE is seeking to sign a multi-year agreement of up to three years through this RFP.

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 would provide services listed in the scope of work.
- 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 State of California Lobbying Services 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
Friday, November 22, 2024	RFP issued
Wednesday, December 4, 2024, at 5:00pm PST	Deadline for questions, clarifications (see below)
Friday, December 6, 2024	Question responses posted online
Wednesday, December 18, 2024	Deadline for Bidders to submit proposals
Week of January 6, 2025	Top Bidders notified of interview times
Week of January 13, 2025	Interviews of top Bidders
Friday, January 24, 2025	Anticipated date SVCE will notify awardees
March 12, 2025	Anticipated date contract finalized (includes potential Board approval). Work commences.

Notes:

- Questions: Bidders may submit questions concerning the RFP to **solicitations@svcleanenergy.org**. Please put **"State Lobbyist RFP"** in the **subject line**. Bidders may not contact individual SVCE staff or Board members to discuss this solicitation while it is open. 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 **Wednesday, December 4, 2024, at 5:00pm PST**. SVCE shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by SVCE or its representatives.
- Proposal Review: SVCE may request clarifications of submitted proposals by email or phone no later than **Monday, January 6, 2025**. Prompt responses will be requested.
- Bidder Interviews: SVCE may choose to conduct virtual interviews of the top Bidders the **week of January 13, 2025**.

5 Proposal Submittal

Proposals must be received on or before **Wednesday, December 18, 2024**, and submitted by email to **solicitations@svcleanenergy.org** with the subject **“Proposal - <Organization> - State of California Lobbying Services”**.

Only electronic submittals will be accepted (PDF format is preferred).

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. Organization description and qualifications (Suggestion of 3 pg. max, not including resumes, client lists, and references)
 - Please describe your experience in lobbying the state legislature, the Governor, and/or state agencies. Describe a case study that highlights the work of the firm, including any experience working on energy and climate issues.
 - Provide an overview of your organization. Include the overall organizational structure and number of employees.
 - If the Bidder proposes that more than one person work on the SVCE account, describe the percentage of time that each person would spend on SVCE. Provide a brief bio and/or resume for key project staff.
 - Provide a current client list and highlight any potential conflicts of interest if the firm is to take on Silicon Valley Clean Energy as a client. Provide a list of references.
 - Complete this information for all Bidders (and Sub-Bidders, if applicable) that are included in the proposal.
3. Proposed work plan and schedule (3 pg. max)
 - Present a well-conceived work plan with a description of each item in the Scope of Work (Section 16). Show how the work plan would meet SVCE’s needs.
4. Cost proposal (1 pg. max)
 - Include all costs on an annual basis, including any subcontractor costs if applicable.
5. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (Section 18)
 - List all exceptions or requested changes that Bidder has to SVCE’s standard contract and Confidentiality and Non-disclosure Agreement. Items not listed as requested changes will not be open to later negotiation.

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 services, including the capability and experience of key personnel as well as experience with energy and climate policy advocacy.
- History of successfully performing services for public/private organizations, and/or other Community Choice Aggregator agencies.
- Cost to SVCE for the services identified in this RFP.

- Proposed approach, including a clearly demonstrated understanding of the intended scope of services to be provided.
- Ability to meet all 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 and Confidentiality and Non-disclosure Agreement.

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 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 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."

10 Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits ex parte communication (i.e., unsolicited) initiated by the 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.

11 Insurance Requirements

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

The 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.

12 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.

13 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.

14 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

15 Rights of SVCE

SVCE is not obligated to respond to any proposal submitted as part of the RFP. **SVCE at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of SVCE.** 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.

16 High Level Scope of Work

Overview

Consultant will use its best efforts to represent the SVCE's interests with the California State Legislature, the Governor, and state agencies including but not limited to the California Air Resources Board and the California Energy Commission. These services will include but are not limited to:

1. Planning, goal setting, and strategy development. Consultant will assist SVCE in identifying and adjusting legislative goals and priorities based on the legislative landscape. Consultant will assist SVCE in developing and executing advocacy strategies to achieve those goals.

2. Advocacy in the legislature and executive branch. Consultant will represent SVCE and advance SVCE's interests through advocacy activities that include but are not limited to:

- Direct lobbying of legislators, legislative staff, and relevant state agencies to achieve the SVCE's desired advocacy results including support or opposition to a bill or negotiating amendments to bill language.
- Testifying in hearings in support of SVCE's interests.
- Distributing committee letters, floor alerts, and other written advocacy materials as needed.
- Building coalitions and conducting negotiations with other stakeholders as needed.

3. Support advocacy with key state agencies. Consultant will support advocacy efforts with key agencies including but not limited to the California Energy Commission and the California Air Resources Board.

3. Bill monitoring and analysis. Consultant will assist SVCE in identifying and prioritizing bills relevant to the SVCE's interests. Consultant will help track down answers to any questions about the content or intent behind legislation, will monitor bill developments, and inform SVCE about relevant hearings and key legislative milestones for a particular bill.

4. Collaboration with CalCCA. Where SVCE's interests align with those of the California Community Choice Association ("CalCCA"), Consultant will collaborate and coordinate with CalCCA lobbyists to maximize the effectiveness of CalCCA's and SVCE's collective efforts. This may include direct communication with CalCCA lobbyists, participation in CalCCA planning and strategy discussions, attendance at CalCCA events in Sacramento, collective lobbying efforts, and distribution of CalCCA materials at the approval and direction of SVCE.

5. Supporting sponsored bills. Should SVCE decide to sponsor a bill, Consultant will provide additional support to ensure the bill's passage.

6. General coalition development with other stakeholders. Consultant will help

SVCE build its baseline coalition of support in Sacramento by solidifying and maintaining SVCE's existing alliances with other stakeholders and building new ones. This work may also include establishing and strengthening relationships with key state agencies including the California Energy Commission and the California Air Resources Board.

17 Disclaimers

SVCE is not responsible for any Bidder costs incurred in connection with responding to this solicitation. SVCE may revise or end this solicitation at any time.

18 SVCE Standard Agreement

For reference, here is SVCE's standard agreement:

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND

CLICK TO ENTER CONSULTANT'S NAME

FOR

CLICK TO ENTER SERVICES THAT WILL BE PROVIDED

THIS AGREEMENT, is entered into this **Click here to enter DAY.** day of **ENTER MONTH., ENTER YEAR.,** by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and **Click here to enter Consultant's name.,** a **Click here to enter entity type (California corporation, partnership, etc.).** whose address is **Click here to enter address.** (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for **Click here to enter a description of work to be performed.** upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

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

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO CONSULTANT**

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

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the

control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant, and any subconsultant under the Consultant, shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. **General Indemnification.** To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents,

servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. Intellectual Property Indemnification. Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

D. Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. INSURANCE

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to Secure or Maintain Insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another

person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer ("Authority Representative") shall represent the Authority in

all matters pertaining to the services to be performed under this Agreement. [Click here to enter the name of Consultant representative.](#) (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority’s General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority’s right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq.*). If a request under the California Public Records Act is made to view any documents Consultant provided to Authority, Authority shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

D. In the event Authority gives Consultant written notice of a “litigation hold” or request under the Public Records Act, then as to all data identified in such notice or request, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

E. Consultant’s covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant’s and Authority’s regular business hours, or (c) three Business Days after deposit in the United States

mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

NOTICES TO AUTHORITY:

333 W. El Camino Real

Suite 330

Sunnyvale CA 94087

Attention: Chief Executive Officer

INVOICESNOTICES TO AUTHORITY:

invoices@svcleanenergy.org

TO CONSULTANT:

[Click here to enter consultant name.](#)

[Click here to enter company name.](#)

[Click here to enter street number and street name.](#)

[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be determined by the Authority but shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall

become the property of Authority. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq.* Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary

the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or

payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

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

RECOMMENDED FOR APPROVAL

Enter Your Name, Enter Your Title

CONSULTANT NAME

Enter Consultant's Name

By: _____

Name: _____

Title: _____

Date: _____

SILICON VALLEY CLEAN ENERGY

AUTHORITY

A Joint Powers Authority

By: _____

Name: Monica Padilla

Title: Chief Executive Officer

Date: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“NDA”) is entered into as of this ___ day of _____, 2025, by and between Silicon Valley Clean Energy Authority (“SVCE”), a joint powers agency, with its principal executive office at 333 W. El Camino Real Ste 330, Sunnyvale, CA 94087, and _____ (“Receiving Party”), with its principal executive offices at _____; referred to collectively as “Parties” and individually as “Party.”

This NDA is prepared in connection with _____ working on a project known as _____ with the goal of _____. For the purposes of this NDA, “Confidential Information” is inclusive of all (a) information furnished by SVCE and labeled as “confidential,” “trade secret,” or “proprietary” and, if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as “confidential,” “trade secret,” or “proprietary,” (b) information furnished by SVCE that is not labeled as “confidential,” “trade secret,” or “proprietary” but which after disclosure SVCE notifies Receiving Party as being “confidential,” “trade secret,” or “proprietary;” or (c) the data listed in Attachment A. If Receiving Party receives notification under section (b) above, Receiving Party shall then immediately label such information as “confidential,” “trade secret,” or “proprietary.” SVCE shall retain all ownership rights over its Confidential Information. In order to receive Confidential Information, Receiving Party agrees to the following conditions:

1. The Confidential Information will be kept confidential and shall not, without SVCE’s prior written consent, be disclosed by Receiving Party, its agents, representatives, or employees, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Receiving Party, its subcontractors, agents, representatives, assigns, or employees, other than in connection with _____ working on a project known as _____. Moreover, Receiving Party agrees to reveal the Confidential Information only to Receiving Party’s subcontractors, agents, representatives, assigns and employees who need to know the Confidential Information for the purpose of disclosure under this NDA, who are informed by Receiving Party of the confidential nature of the Confidential Information, and who shall agree to act in accordance with the terms and conditions of this NDA. Receiving Party shall be responsible for any breach of this NDA by Receiving Party’s subcontractors, agents, representatives, assigns, or employees.
2. During the term of this NDA, if any additional information is required to fulfill Receiving Party’s obligations in connection with this NDA, SVCE will label or identify such information as “confidential,” “trade secret,” or “proprietary,” or update Attachment A to list the additional Confidential Information. All revisions to Attachment A shall be countersigned by SVCE and Receiving Party prior to SVCE sending the Confidential Information.

3. Without SVCE's prior written consent, except as required by law, Receiving Party, its agents, subcontractors, assigns, representatives, and employees will not disclose to any person the fact that the Confidential Information has been made available to Receiving Party.
4. Receiving Party will use industry best practices to maintain the confidentiality of the Confidential Information. Within thirty (30) calendar days of termination of this NDA pursuant to Section 12, unless directed to retain or return Confidential Information by SVCE, any and all Confidential Information in the possession or control of Receiving Party, its agents, representatives, assigns, employees, and subcontractors shall be destroyed in accordance with this section. Confidential Information contained in system backup media, including but not limited to servers, workstations, laptops, databases and electronic mail backup tapes, need not be returned or destroyed so long as the backup media are maintained in confidence, not readily accessible to unauthorized access, and are overwritten in the ordinary course of business. All paper documents that contain Confidential Information, whether received from SVCE or reproduced by Receiving Party, its subcontractors, agents, employees, assigns, and subcontractors must be shredded using at least a cross-cut shredder or pulverized.
5. Receiving Party must provide a letter of certification to the SVCE Project Manager substantially in the form of Attachment B to this NDA and signed by an officer of the entity/company attesting to the destruction or return of the SVCE Confidential Information in conformance with this NDA.
6. If there is a breach of confidentiality of SVCE Confidential Information, Receiving Party will notify the SVCE Information Security Officer by email and telephone immediately using the contact information provided below. Receiving Party agrees to cooperate with SVCE in identifying the extent of which Confidential Information has been exposed and the measures necessary to limit further exposure of Confidential Information.

<p>SVCE Information Security Officer Email: InformationSecurity@svcleanenergy.org Telephone: (408) 721-5301 x1019</p>
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7. The term Confidential Information shall not include such portions of the Confidential Information which (i) are to become generally available to the public other than as a result of a disclosure by Receiving Party, its subcontractors, assigns, agents, representatives, or employees, or (ii) become available to Receiving Party on a non-confidential basis from a source other than SVCE which is not prohibited from disclosing such information to Receiving Party by a legal, contractual, or fiduciary obligation, or (iii) Receiving Party knew prior to disclosure as evidenced by the Receiving Party's written records, or (iv) is

- disclosed under the order or requirement of a court, administrative agency, or other governmental body or is otherwise required by law to be disclosed.
8. In the event that Receiving Party or anyone to whom Receiving Party transmits the Confidential Information pursuant to this NDA becomes legally compelled to disclose any of the Confidential Information, Receiving Party will provide SVCE with prompt notice so that SVCE may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. In the event that such protective order or other remedy is not obtained, or that SVCE in writing waives compliance with this provisions of this NDA, Receiving Party will furnish only that portion of the Confidential Information which Receiving Party is advised by opinion of counsel is legally required, and will exercise industry best practices to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
 9. Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this NDA, and Receiving Party hereby in advance agrees to the granting of injunctive relief in SVCE's favor without proof of actual damages in addition to, and not in lieu of, all other remedies available at SVCE.
 10. Receiving Party shall indemnify, defend, and hold harmless SVCE, its directors, officers, agents, and employees against all claims, loss, damage, expense, liability, and fines or penalties assessed, arising out of or in any way related to any breach of Receiving Party or any Receiving Party's representative's confidential obligations and excepting only such loss, damage, or liability as may be caused by the intentional acts or the sole negligence of SVCE.
 11. Receiving Party further acknowledges that no failure or delay by SVCE in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof, or of any other grant, power, or privilege hereunder, so operate as a waiver.
 12. This NDA shall be governed by the laws of the State of California. It is agreed that in the event of any litigation arising hereunder, the Parties hereto shall submit to the jurisdiction of the Santa Clara County Superior Court in the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. Service of process in any litigation may be made in the manner provided for in Article 3 of Title 5 of Part 2 of the California Code of Civil Procedure.
 13. This NDA shall terminate on _____, unless the termination date is modified by mutual written agreement of the Parties. All Confidential Information obtained under this NDA shall then be destroyed or returned pursuant to Section 4 above. Notwithstanding such termination, the obligations of Receiving Party, its

subcontractors, agents, employees, assigns, and representatives to protect the confidentiality of the Confidential Information shall survive in perpetuity.

14. Each Party acknowledges and agrees that nothing in this NDA shall impose upon any Party any obligation to consummate a transaction or to enter in any discussions or negotiations with respect thereto. Further, each Party understands that the other Party may now market or have under development products and/or services which are competitive with the products or services now offered or which may be offered in the future by its own company. Subject to the terms and conditions of this NDA, discussions and/or communications between the parties hereto will not serve to impair the right of each party to develop, make, use, procure and/or market products or services now or in the future which may be competitive with those offered by the other Party nor require either Party to disclose any planning or other information to the other Party, provided none of the foregoing activities violate the terms of this NDA.
15. Receiving Party acknowledges that SVCE has endeavored to include the Confidential Information which it believes to be reliable and relevant for the purpose under this NDA. However, Receiving Party understands and acknowledges that SVCE does not represent or warrant the accuracy or completeness of the Confidential Information. The Parties further agree that SVCE shall have no liability to the Receiving Party or Receiving Party's subcontractors, assigns, representatives, agents, and employees resulting from the use or contents of the Confidential Information or from any action taken or inaction occurring in reliance on the Confidential Information.
16. This NDA represents the entire agreement of the Parties pertaining to the subject matter of this NDA and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto.
17. This NDA shall be binding upon the Parties, their successors, and assigns. Neither Party shall assign this NDA, nor any Confidential Information received from the Party pursuant to this NDA, without the other Party's prior written consent.
18. This NDA shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.

IN WITNESS WHEREOF, each Party has caused this NDA to be executed by its respective, fully authorized representative as of the date first written above.

Silicon Valley Clean Energy Authority

By: _____

Title: _____

Date: _____

Vendor

By: _____

Title: _____

Date: _____

ATTACHMENT A
Confidential Information

(This would be the identification or listing of the confidential data)

ATTACHMENT B
Letter of Certification

<ENTER RECEIVING PARTY NAME>
<ENTER RECEIVING PARTY ADDRESS>

<Date>

<SVCE Project Manager>
Silicon Valley Clean Energy Authority
333 W. El Camino Real, Ste 330
Sunnyvale, CA 94087

RE: Letter of Certification: <Destruction>/<Return> of SVCE Confidential Information

Pursuant to the Confidentiality and Non-Disclosure Agreement between <ENTER RECEIVING PARTY NAME> and SVCE dated, <DATE>, all SVCE Confidential Information has been <destroyed>/<returned> in accordance with the provisions of the Confidentiality and Non-Disclosure Agreement.

<RECEIVING PARTY NAME>

<Signature of Officer of Receiving Party>
<Printed Name of Officer of Receiving Party>
<Telephone number of Officer of Receiving Party>

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk