



REQUEST FOR PROPOSAL

For

East Bay Community Energy Authority

Energy Storage Optimization and Bidding Software

RESPONSE DUE

by

5:00 p.m.

on

May 7th, 2021

For complete information regarding this project, see RFP posted at ebce.org or contact the EBCE representative listed below. Thank you for your interest!

Chris Eshleman, Power Resources Manager, EBCE

(510) 309-1580

CEshleman@ebce.org

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BACKGROUND

East Bay Community Energy (hereinafter “EBCE”): EBCE is a Joint Powers Authority (hereinafter “JPA”) formed on December 1, 2016. The County of Alameda provided initial start-up funds to EBCE for the launch period and since then EBCE has closed an additional \$50,000,000 unsecured credit facility with Barclays Bank (March 2018). The maximum debt outstanding reached approximately \$28 million in 2018. EBCE has since repaid the County of Alameda in full for the start-up loan costs of approximately \$4.8 million, and fully repaid the funds drawn on the Barclays credit facility, eliminating all outstanding debt. As of August 1, 2019, EBCE has approximately \$100 million in unrestricted cash and available credit lines, which translates to over 90 Adjusted Days of Liquidity on Hand.

EBCE launched Phase I of its service implementation with commercial, industrial, and municipal accounts on June 1, 2018. Phase II for residential accounts was launched on November 1, 2018. Phase III was launched in April of 2019 and enrolled all Net Energy Meter (hereinafter “NEM”) customers.

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

EBCE currently serves over 550,000 customer accounts representing a population of over 1.3 million people, 50,000 businesses, and approximately 6,100 gigawatt hours (hereinafter “GWh”) of annual load. By 2022 EBCE estimates it will serve an estimated 628,000 customer accounts across all jurisdictions representing a population of over 1.5 million people and a combined load of 7,200 GWh/year.

Additional information, including a detailed technical analysis and Implementation Plan, is available on the EBCE website at www.ebce.org.

TERMS OF AGREEMENT

The initial term of the Agreement(s) will be for one year. EBCE reserves the right to extend the agreement(s) perpetually year after year for a duration of one year at a time.

RFP SCHEDULE

Task	Date
Solicitation of Proposals from Candidates by EBCE	April 20 th , 2021
Deadline for Questions/Clarifications	April 23 rd , 2021
Question Responses Posted Online	April 28 th , 2021
Proposals Due	May 7 th , 2021
Estimated Selection Process	Late May 2021
Contract and Negotiation Complete and Executed	June 2021
Implementation of Software Solution	June/July 2021

DESCRIPTION OF PROJECT AND NATURE OF RFP

PROJECT

EBCE desires to procure and implement a software solution to support energy storage optimization and bidding. Qualified firms, contractors, software vendors or entities, that meet the requirements outlined in this Request for Proposals (hereinafter “RFP”), and can provide the services requested, are encouraged to participate. The successful software will cover the technical areas below, but are not limited to:

- Energy Storage and Solar + Storage Co-Optimization for Energy and Ancillary Service Products
- Energy Storage and Solar + Storage Bidding
- Probabilistically Forecasted Day-Ahead, Real-Time, and Ancillary Service Prices
- Management of State of Charge (SOC)
- Actual and Forecasted P&L Output and Reporting
- Browser and Cloud-Based Online Platform
- Automated Data Pushing and Harvesting via API to/from CAISO applications SIBR, CMRI, and OMS
- DER and BTM Resource Aggregation (not a core requirement)

SCOPE OF WORK

The following section details the scope of work and requirements of EBCE but is meant as an initial guide for the proposal. EBCE is looking for a comprehensive and best practice to evaluate potential power purchase agreements, perform risk management, track portfolio positions, and create forward price curves. Respond with “Yes”, “No” or “Future Release” for each of the items below and explain in detail how the software currently does or will have the ability to perform each of the requirements.

1. The successful proposal submittal(s) must demonstrate that the firm has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of work.
2. Integration will occur between both EBCE internal systems and Northern California Power Agency (NCPA) systems. Telemetry data will be brought in from the resource directly to NCPA's internal Survalent SCADA system with the ability to push/pull via API. Telemetry data will be catalogued at a 5-minute basis at the start, with the hopes of achieving 4 second at a later point. Battery manufactures and integrations systems are unknown at this time and the platform should be able to be agnostic with respect to integration.
3. **Energy Storage and Solar + Storage Co-Optimization for Energy and Ancillary Services**
 - Ability to optimize storage asset for energy
 - Ability to optimize for regulation up, regulation down, spinning, and non-spinning reserve
 - Ability to co-optimize across all available products including any new products (please list all)
 - Ability to generate energy and ancillary service opportunity cost bid curves
 - Ability to easily override bids
 - Ability to accept solar curtailment price and utilize within storage optimization
 - Ability to optimize and formulate storage-specific virtual bidding strategies
4. **Energy Storage and Solar + Storage Bidding**
 - Ability to generate opportunity cost bids for energy
 - Ability to generate opportunity cost bids for ancillary services
 - Ability to generate bids for both Day-Ahead and Real-Time markets
 - Ability to update bids every hour as actual operations materialize
 - Ability to constrain bidding and scheduling to CAISO Must Offer Obligations (MOO)
 - Ability to generate bids for energy (positive and negative) for the full Flexible Resource Adequacy (RA) capacity
 - Ability to generate bids for ancillary services for the full Flexible RA certified capacity
 - Ability to bid or self-schedule for all RA capacity for all hours of month unit available
5. **Probabilistically Forecasted Day-Ahead, Real-Time, and Ancillary Service Prices**
 - Ability to forecast PNODE specific Day-Ahead and Real-Time energy prices
 - Ability to forecast system-wide CAISO expanded ancillary service prices
 - Ability to forecast the probability of Real-Time price spikes
6. **Management of State of Charge (SOC)**
 - Ability to ingest four-second SCADA data to accurately determine SOC
 - Ability to forecast and learn to improve SOC calculations
 - Ability to manage ancillary service usage uncertainty
 - Ability to manage a limited number of daily and yearly cycles

7. Actual and Forecasted P&L Output and Reporting

- Ability to output via dashboard and CSV actual and forecasted P&L
- Ability to download raw underlying data via CSV export
- Ability to output via dashboard bids, schedules, and state of charge
- Ability to output via dashboard energy and ancillary service price forecasts including P-stats

8. Browser and Cloud-Based Online Platform

- Ability to access the platform via browser only, with no VPN or additional software required
- Ability to have multiple users across multiple agencies interacting with the platform
- Ability to interact with various aspects of risk appetite and strategy selection
- Ability to see and modify key user inputs and static physical parameters of each resource
- Ability to schedule, view, and change outages that interface with CAISO OMS
- Ability to view and integrate into optimization CAISO ADS limitations and unit derates

9. Automated Data Pushing and Harvesting

- Ability to automatically push bid and outage data to CAISO applications SIBR and OMS
- Ability to return bid validation status from CAISO SIBR
- Ability to automatically pull data from CAISO applications SIBR, CMRI, and OMS
- Ability to automatically send bids and schedule via CSV to scheduling coordinator
- Ability to pull actuals, forecasts, and bids via API to EBCE Google Bigquery database

10. DER and BTM Resource Aggregation (VPP or Similar)

- Ability to aggregate any number of behind the meter distributed resources, including behind the meter Solar and Storage, Electric Vehicle Supply Equipment, Heat Pumps, Thermostats, and other connected devices
- Ability to simulate and forecast generation giving local weather conditions

CLOUD COMPUTING REQUIREMENTS

Cloud computing requirements are put in place with governance and regulatory compliance in mind for applications within our portfolio.

Identity Management

Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.

Physical and Personnel Security

Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted, but that access is documented. Please provide details of these controls.

Application Security

The provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures are in place in the production environment. Please provide details of these controls.

Architecture and Software Isolation

The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, chargeback and metering systems, provisioning, orchestration, and other essential functions. Much of this functionality and its supporting software does not typically exist within IT infrastructures.

A. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, the provider needs to detail how they will protect EBCE data from this. Please provide details of these controls.

B. Another area for concern is how the provider handles software isolation. This is how data is set up and shared across databases and common application platforms, particularly in multitenant applications. All public sector cloud data must be isolated from shared systems, databases, and applications. Please provide details of these controls.

Data Storage & Protection

A. All EBCE data must reside in the continental U.S.

B. Provide all locations of where EBCE data will be stored (geographical locations) to include hot sites in case the system failure.

C. List the type of encryption used to secure the data

D. Detail how the data is protected against leaks

E. Provide a list of vendor employees and third parties that can access EBCE data

F. Provide a copy of the procedure for regulating access to the data

G. Provide a list of formats that the data can be stored and converted

H. Provide Data backup schedules

I. Provide the method by which EBCE data will be sanitized from your storage when the contract is terminated, to include backup copies

- J. Provide a copy of the vendor's disaster recovery plan
- K. Provide the process used to vet technicians

Data Availability

The provider must assure EBCE that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for EBCE if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to EBCE if the provider goes out of business or is shut down. Please provide details of these controls.

Business Continuity and Data Recovery

The provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to EBCE.

Incident Response

- A. Provide a copy of your incident response plan.
- B. Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer's data or services.

Compliance & Privacy

- A. All EBCE cloud data must reside in the continental U.S.
- B. Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users (both internal and external) have access to data in its entirety. Additionally, data must not be used for other sister or parent company for market intelligence. Moreover, digital identities and credentials must be protected as should any data that the provider collects or produces about customer activity in the cloud. Please provide details of these controls.
- C. EBCE data will not be used for vendor advertising or other promotional purposes. EBCE data will not be sold to third parties. Please provide details of these controls.
- D. Provider can preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws. Please provide details of these controls.

PROCEDURES, TERMS, AND CONDITIONS

Incurring Cost

This RFP does not commit EBCE to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or

contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

Claims Against EBCE

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

Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals.

Basis for Proposal

Only information supplied by EBCE in writing by the Contact in connection with this RFP should be used as the basis for the preparation of the Contractor's proposal.

Form of Proposals

Proposals must be submitted electronically by e-mail.

Amended Proposals

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

Withdrawal of Proposal

Bidders may withdraw their proposals at any time before the Deadline to Submit Proposals. The Contractor must submit a written withdrawal request signed by the Contractor's duly authorized representative addressed to and submitted to the Contact.

Late Responses

To be considered, proposals must be received by email by April 16th, 2020, 5:00 PM PST.

California Public Records Act (CPRA)

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

another appropriate remedy from a court of law in Alameda County, before EBCE's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within EBCE's deadline for responding to the CPRA request, EBCE may disclose the requested information.

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

DO NOT MARK YOUR ENTIRE BID CONFIDENTIAL. ONLY MARK THOSE PAGES THAT YOU BELIEVE CONTAIN PROPRIETARY INFORMATION.

Confidentiality

All data and information obtained from or on behalf of EBCE by the Contractor and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from EBCE.

Generally, each proposal and all documentation, including financial information, submitted by a Contractor to EBCE is confidential until a contract is awarded, when such documents become public record under State and local law unless exempted under CPRA.

Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Bidders agree to provide the Contact with a valid e-mail address to receive this communication.

EBCE Rights

EBCE and its Contact reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Bidders;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;

- j. Terminate failed negotiations with any Contractor without liability, and negotiate with other Contractor(s);
- k. Disqualify any Contractor based on a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to EBCE;
- l. Eliminate, reject, or disqualify a proposal of any Contractor who is not a responsible Contractor or fails to submit a responsive offer as determined solely by EBCE or its representative; or
- m. Accept all or a portion of a Contractor’s proposal.

Supplier Diversity

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Bidders that execute a contract with EBCE will be required to complete a Supplier Diversity Questionnaire. EBCE will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information will not impact the selection process or good standing of executed contracts.

EBCE encourages all eligible parties to get certified with the CPUC as a women, minority, disabled veteran, and/or LGBT-owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or EBCE, or as deemed appropriate by EBCE. Proposals must provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or EBCE may waive minor irregularities in proposals if doing so would be in the best interest of EBCE. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with the RFP requirements.

The review/evaluation team will select the proposal that offers the greatest value to EBCE based on an analysis of the following criteria:

Criteria	Points
Experience and Qualifications	20
References	10

Solution Alignment to Business Need	30
Methodology/Approach Used	25
Cost	15

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors as determined to be in the best interest of EBCE. EBCE will not be bound to award the contract(s) based solely on the lowest bid submitted. After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Contractor(s), EBCE reserves the right to further negotiate the proposed work and/or method and amount of compensation.

In addition to these technical evaluation criteria, EBCE will also consider a set of Special Procurement Preferences, outlined in our Administrative Procurement Policy.

INSTRUCTIONS TO BIDDERS

EBCE CONTACT

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded. Bidders must not have any contact with EBCE personnel or not lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFP may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by 5:00 p.m. PST on Friday, April 16th, 2021 to:

Chris Eshleman
East Bay Community Energy
E-Mail: CEshleman@ebce.org

The EBCE website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.ebce.org> to view current contracting opportunities.

SUBMITTAL OF PROPOSALS

All bids must be received at East Bay Community Energy by 5:00 p.m. on April 16th, 2021. Bids will be received only at the addresses shown below any bid received after that time and date or at a place other than the stated address will not be considered and will be returned to the bidder unopened. **Electronic bids must be submitted in a non-alterable format such as a .pdf.**

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
 - a. Chris Eshleman, Power Resource Manager, E-Mail: CEshleman@ebce.org
2. Bidders are responsible for all their costs required for the preparation and submission of a bid.

3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” means, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
4. All other information regarding the bid responses will be held as confidential until the Review Committee has completed its evaluation, a recommended award has been made by the EBCE Board of Directors, and the contract has been fully negotiated.
5. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), EBCE will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
7. The undersigned Bidder certifies that it is, at the time of bidding, and throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
8. It is understood that EBCE reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one-hundred and eighty (180) days, unless otherwise specified in the Bid Documents.

RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. EBCE may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. EBCE shall not be liable in any way for disclosure of any such records.

REQUIRED DOCUMENTATION AND SUBMITTALS

All the specific documentation listed below is required to be submitted for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the EBCE and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the EBCE. This synopsis should not exceed three pages in length and should be easily understood.
- 3. Key Personnel:** Bid responses shall identify the lead contact and include a complete list of all key personnel associated with the RFP. This list must include all key personnel, and a description of their qualifications, who will provide services/training to EBCE staff, and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
 - (b) The role that the person will play in connection with the RFP;
 - (c) Address, telephone, fax numbers, and e-mail address;
 - (d) Person's educational background; and
 - (e) Person's relevant experience, certifications, and/or merits.
- 4. Implementation Timeline and Procedure:** Bid responses shall put forth a draft proposed implementation time and procedure. It is anticipated that EBCE's first production usage of the platform will occur for a tolling battery coming online in July 2021. As part of this submittal, include both required time for bidder's implementation and layout key milestone dates to hit the online target above. Implementation will occur with both EBCE data systems and Northern California Power Agency (NCPA) data systems.
- 5. Costs:** Bidder shall include bid costs in the following manner:
 - (a) Software license costs (EBCE is expecting 5 active user accounts).
 - (b) Initial configuration and set-up.
 - (c) Hosting fees, if applicable, and pricing model (by user, enterprise, module, etc.).
 - (d) Training costs.
 - (e) Ongoing technical support/ maintenance costs, by year.
 - (f) Additional requirements or service
 - (g) Optional functionality
- 6. Firm and Platform Overview:**
 - (a) Provide a brief description of your firm.
 - (b) Historical and guaranteed uptime and availability of the software platform.
 - (c) Required input data and internal system-specific (API type, database type, etc).
- 7. References:** Bidders are to provide a list of current clients. References must be satisfactory as deemed solely by responsible EBCE staff. References should have similar scope, volume,

and requirements to those outlined in these specifications, terms, and conditions. Bidders must verify the contact information for all references provided is current and valid. Bidders are encouraged to notify all references that responsible EBCE staff may be contacting them to obtain a reference. EBCE staff may contact some or all the references provided to determine Bidder's performance record on work similar to that described in this request. EBCE staff reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

8. Exceptions, Clarifications, Amendments, and Requests for Waivers:

(a) This shall include clarifications, exceptions, amendments, and requests for waivers, if any, to the RFP requirements and associated Bid Documents

(b) **EBCE IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

CURRENT REFERENCES

East Bay Community Energy Authority
Energy Storage Optimization and Bidding Software

Bidder Name: _____

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

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

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

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

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

EXHIBIT A: SCOPE OF WORK

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EXHIBIT F: INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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