



Consent Item 9

TO: East Bay Community Energy Board of Directors

FROM: JP Ross, Sr. Director of Local Development, Electrification and Innovation

SUBJECT: Adopt a resolution authorizing the CEO to execute a Consulting Services Agreement with Frontier Energy, Inc.

DATE: November 20, 2019

Recommendation

Adopt a Resolution authorizing the CEO to execute a Consulting Services Agreement with Frontier Energy, Inc., retroactive to 11/1/19, to conduct services necessary to assist with the completion of municipal fleet electrification assessments and deployment plans on behalf of the cities of Albany, Berkeley, Dublin, and Oakland.

Background and Discussion

Through its Local Development Business Plan (“LDBP”), EBCE is developing distributed energy resource (“DER”) solutions through strategic program planning that provide net benefits to customers, including EBCE’s local government partners. DER program initiatives include, but are not limited to, plug-in electric vehicle (“EV”) charging infrastructure support, and local renewable energy and battery energy storage programs that increase community resilience.

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

To support’s the states targets, EBCE is prioritizing vehicle electrification initiatives through the LDBP. To that end, EBCE reached out to its local government partners earlier this year to inquire if there was interest in collaborating on a municipal fleet electrification studies and deployment plans (the “Project”).

Fleet electrification offers local government economic benefits including lower lifecycle costs than internal combustion engine vehicles, and reduced fuel price volatility risk. Deployment of EVs in municipal fleets also supports the local economy through the procurement of clean

electricity from EBCE, while eliminating criteria air pollutants and reducing greenhouse gas emissions.

The goal of the Project is to enable EBCE's local government partners to lead by example through vehicle electrification in the communities they serve. The local governments that committed to Project collaboration with EBCE included Albany, Berkeley, Dublin and Oakland. Other local government partners (cities and county) expressed interest in the Project's goals and objectives but did not have bandwidth to commit to participating at the time.

A key objective of the Project is to assist EBCE's partners in overcoming the perceived barriers to municipal fleet electrification listed below. Eliminating these hurdles will help meet the climate action, operational, and financial resiliency goals of EBCE and the cities participating in the Project;

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

On September 17, 2019, EBCE issued a Request for Proposal ("RFP") seeking consultant services to assist with the assessment of fleet right sizing, retirement and vehicle electrification opportunities for each participating city. The Project will also assess the electric vehicle supply equipment ("EVSE") needed to scale fleet electrification, site upgrades required to accommodate fleet conversion to plug-in electric vehicles ("EV") and will explore the role of other DER solutions including onsite renewables paired with battery energy storage and managed charging systems.

The RFP also included EBCE's standard Consulting Services Agreement and insurance requirements and asked respondents to include any proposed changes they had to these contracting documents at time of proposal submission (See Attachment B). In total, six (6) proposals were received by the due date outlined in Attachment B. An evaluation committee made up of representatives from the participating cities, including fleet management, and EBCE staff, reviewed the proposals. The Frontier Energy, Inc. consultant team was selected, and reference checks were conducted.

EBCE is requesting the Board to retroactively approve the signing of the contract as of November 1, 2019 to meet important fleet electrification deadlines for participating cities. Deliverables from this project are critical to support staff in the participating cities in meeting fleet electrification targets and a delay until after the November Board meeting would have jeopardized this work. Staff had timed the Solicitation and selection to bring the item to the October Board meeting. With the cancellation of the October Board meeting staff initiated the work in order to provide the promised support.

EBCE will manage Frontier Energy, Inc. tasks and deliverables, coordination with the participating city staff, and the budget associated with the Project. It is recommended that the Board authorize the CEO to execute a Consulting Services Agreement in substantially the same form attached as Exhibit A with Frontier Energy, Inc. to conduct services necessary to assist with completion of municipal fleet electrification assessments and deployment plans for the cities of Albany, Berkeley, Dublin and Oakland.

Fiscal Impact

The total value of this contract is \$250,000.

Attachments

- A. Resolution to execute a consulting services agreement with Frontier Energy, Inc.
- B. EBCE Municipal Fleet Electrification Study Request for Proposals
- C. Consulting Services Agreement with Frontier Energy, Inc.

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
EXECUTE A CONSULTING SERVICES AGREEMENT WITH FRONTIER ENERGY, INC. TO
CONDUCT SERVICES NECESSARY TO ASSIST WITH COMPLETION OF MUNICIPAL FLEET
ELECTRIFICATION ASSESSMENTS AND DEPLOYMENT PLANS

WHEREAS, The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

WHEREAS, On July 18, 2018, the Board approved the Local Development Business Plan (“LDBP”) and budget. The LDBP identifies a series of local development early actions, outlines a series of policy principles, and defines a set of metrics to measure the impact on Alameda County.

WHEREAS, EBCE has offered assistance to four (4) of its local government partners including the cities of Albany, Berkeley, Dublin and Oakland for the completion of municipal fleet electrification assessments and distributed energy resources (“DER”) deployment plans.

WHEREAS, EBCE issued a Request for Proposals (“RFP”) for consultant services to assist with task and deliverables associated with municipal fleet electrification assessments and DER deployment plans.

WHEREAS, the Frontier Energy, Inc. team was selected through the competitive RFP process for its experience conducting municipal fleet electrification assessments, financial analysis, and DER deployment plans (e.g., EV charging infrastructure, solar and battery energy storage).

WHEREAS, EBCE seeks to enter into a contract with Frontier Energy, Inc. to assist with the completion of municipal fleet electrification assessments and DER deployment plans, in order to enable its local government partners to transition from internal combustion engines vehicles to electric vehicles in a coordinated and fiscally responsible way.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The CEO or his or her designee is hereby authorized to negotiate and execute the Agreement between EBCE and Frontier Energy, Inc., in substantially the same form attached as Exhibit A, which shall be effective for a period of 12

months and shall not exceed \$250,000 in total compensation, to assist EBCE and its local government partners with completion municipal fleet electrification assessment and planning tasks and deliverables. The CEO is further authorized to execute any clarifying or clerical changes to the Agreement, which must be approved by General Counsel.

ADOPTED AND APPROVED this _____ day of _____, 2019.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

Consulting Services Agreement for Services by And Between East Bay Community Energy Authority and Frontier Energy, Inc

This Consulting Services Agreement (“Agreement”) is made this 1st day of November, 2019, (“Effective Date”) by and between East Bay Community Energy Authority, a joint powers authority formed under the laws of the State of California (“EBCE”) and Frontier Energy, Inc, a California Corporation (“Consultant”) for the purpose of providing electric vehicle charging infrastructure analysis services to EBCE.

Section 1. Recitals

1.1 The Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

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

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

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through November 1, 2020, unless terminated earlier pursuant to Section 8. EBCE reserves the right to extend the terms of the Agreement for one additional year.

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

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

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

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

Section 4. Consultant Staffing

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

Section 5. Subconsultants

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

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

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is \$250,000.

6.2 If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to EBCE on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed during that time. On all invoices, Consultant must include the contract number provided by EBCE and the total compensation left on the Agreement after deducting the amount of the invoice. Notification to EBCE is required once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet), which is \$200,000 for this Agreement. Invoices must be submitted to EBCE by the 20th of the month following the month in which Consultant performed the Work.

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

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

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

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

of State to do business in California, the Consultant must provide EBCE with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before EBCE will process payment.

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

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

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

Section 7. Records Retention and Ownership of Work Product

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

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

Section 8. Termination

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

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

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

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

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

Section 9. Insurance

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

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

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

Section 10. No Discrimination or Conflict of Interest

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

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

10.3 In accordance with the California Political Reform Act (Cal. Gov't Code section 81000 *et seq.*), Consultant will cause each of the following people performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently in conformance with the requirements of the Political Reform Act by filing the original with the EBCE Clerk to the Board of Directors. Each of the identified positions must disclose interests in accordance with the EBCE Resolution-2018-7, Conflict of Interest Code as may be amended from time to time.

Name	Position or Assignment

Section 11. Confidentiality

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

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

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

Section 12. Indemnity

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

12.2 Consultant’s obligations in Subsection 12.1 do not apply to the extent any claim, loss, damage, injury, expense or liability that results from the sole negligence or willful misconduct of Indemnitees.

12.3 Consultant’s obligation to defend EBCE applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

12.4 The Consultant’s obligations under Section 12 applies regardless of the existence or amount of insurance the Consultant carries or has made available to EBCE.

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

Section 13. Consultant is an Independent Contractor

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

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

Section 14. Miscellaneous Terms and Conditions

14.1 EBCE Authority.

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

14.2 Waiver.

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

14.3 Governing Law.

Consultant and EBCE agree that this Agreement will be interpreted under the laws of the State of California.

14.4 Venue.

Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 Audit Rights.

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

14.6 Recitals and Exhibits.

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

14.7 Notices.

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

EBCE

Attn: Jessie Denver
1999 Harrison Street
Oakland, CA 94612
Email: jdenver@ebce.org
Phone: 510.827.2052

Consultant

Attn: Chris White
Frontier Energy
3300 Industrial Blvd, Suite 1000
West Sacramento, CA 95691
Email: cwhite@fronteirenergy.com
Phone: 916.371.2899

14.8 Assignment.

Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without the EBCE's prior written consent. EBCE, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement.

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

14.10 Amendments.

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

14.11 Government Claims Act.

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

14.12 Severability.

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

14.13 Counterparts

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

14.14 No Party Deemed Drafter

This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

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

FRONTIER ENERGY
A California Corporation

By _____
Title President
Date 11/5/2019

By _____
Title _____
Date _____

EAST BAY COMMUNITY ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Title _____
Date _____

APPROVED AS TO FORM:
Indu Khalsa
EBCE Counsel

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Exhibit A

SCOPE OF WORK

The Consultant will work with EBCE and the cities of Albany, Berkeley, Dublin and Oakland (“Participating Cities”) to analyze the role of electric vehicles (“EV”), EV charging infrastructure technologies (“EVSE”) and supporting Distributed Energy Resources (“DER”) needed to accelerate municipal fleet electrification. The Consultant will a) conduct fleet assessments that identify right sizing, vehicle retirement and electrification options in line with each city’s commitments/goals, b) identify charging needs and barriers at sites where vehicles are domiciled, c) make vehicle and EVSE technology and site planning recommendations, and d) assess suitability of integrating other DER solutions to optimize EV adoption.

Phase I: City Fleet Assessments

Task 1.1: Assess and Report City’s Fleet of Vehicles

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

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

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

Deliverables:

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

Task 1.2: Determine Vehicle Energy Requirements and Charging Needs

The Consultant will leverage the results of Task 1.1 to understand the charging requirements of each fleet EV and estimate electric load forecasts and charging

infrastructure requirements for each municipal facility where EVs will be deployed. The Consultant will also recommend grid integration and smart charging technologies that should be considered to eliminate barriers and optimize the benefits of fleet electrification. Where fleet vehicles are co-located with workplace and potentially publicly available charging options, the Consultant will assess opportunities for additional EVSE investments.

Deliverables:

1. Charging profile report documenting EV needs for each municipal fleet, forecasted electrical load profiles for each recommended EV based on specific departmental use case, and charging infrastructure needed at each municipal facility where vehicles will be domiciled and charged. The Consultant shall include in each city's report maps illustrating the locations of charging infrastructure by type and quantity to meet the use case of specific fleet vehicles.

Phase 2: Site and Technology Evaluation

Task 2.1: Conduct DER Suitability Analysis

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

The Consultant shall conduct initial site surveys (on-site visits and use of remote using satellite imagery) to create an estimate of EVSE ports to be installed (leveraging Task 1.2) and preliminary PV design. High-level ESS capacities will be estimated based on electrical load data available through EBCE. This work will be completed at up to 20 sites across the participating cities.

Following the DER capacity screening, the Consultant will perform a final ranking adjustment by considering ease of permitting and construction.

Deliverables:

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

Phase 3: Making the Business Case

Task 3.1: Conduct Financial Cost/Benefit Analysis

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

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

Consultant will also leverage the DER suitability analysis to estimate the financial costs and benefits to various integrated technology deployment approaches, and will recommend the best sites, technology configurations, and financial models. Finally, the Consultant will estimate the annual GHG impacts of a transition to EVs against business-as-usual (e.g., baseline). This estimate should include impacts for both plug-in hybrid EVs and battery electric vehicles, and the percentage of change.

- G-VMT
- E-VMT
- Gasoline/diesel (gallon)
- Electricity (GGE)
- MPEe
- GHG (MTCO₂e)
- GHG (g/mile)

Task 3.2: Prepare Fleet Transition Plans

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

Deliverables:

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

Progress Reports

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

Additional Services:

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

Exhibit B**SCHEDULE**

It is expected that the project duration is approximately 12 months for all phases of work starting November 4, 2019. EBCE reserves the right to extend the Service Agreement for one (1) additional year.

1st Quarter:

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

2nd Quarter:

- Task 1.1 – completed for Berkeley (and potentially smaller fleets); initiated for Oakland
- Task 1.2 – completed for Berkeley; same as above
- Task 2.1 – completed for Berkeley; same as above
- Task 3.1 – initiated and completed for Berkeley; initiated for all other participating cities
- Task 3.2 – initiated and completed for Berkeley; same as above
- 15 days after end of Q2: Quarterly Report #2 Due

3rd Quarter:

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

4th Quarter:

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

Exhibit C**CONSULTANT STAFFING**

Name	Title	Hourly Rate	Summary of qualifications
David Park	Sr. Engineer/Program Manager (Frontier)	\$189	25 years of experience with air quality and transportation programs for government and industry
Adam Walburger	Vice President (Frontier)	\$280	20 years of experience in DER analysis for state agencies, utilities, and industrial clients
Rosie McGoldrick	Program Coordinator (Frontier)	\$91	Four years of experience working with Bay Area cities on vehicle electrification and energy efficiency
Angel Garza	Sr. Program Coordinator (Frontier)	\$106	Four years of experience in water and energy assessments
Dan Robb Carina Patton	Engineer (Frontier)	\$156	Ten years of experience in DER analysis and evaluation
Nick Genzel	Program Consultant/ Analyst (Frontier)	\$124	Three years of experience in DER systems analysis
Mike Usen	Sr. Planner (DKS)	\$210	Leads DKS' company-wide electric vehicle charging infrastructure planning and design practice
Gurbir Antaal	Jr. Engineer (DKS)	\$135	Four years of experience in designing electrical systems for transportation
Mahdi Pour Rouholamin	Engineer (DKS)	\$160	Six years experience with data science and analytics
Chad Martinell	Sr. Engineer (DKS)	\$175	15 years of experience in transportation planning, including EVSE for fleets
Patrick Couch	Senior Vice President (GNA)	\$252	13 years of experience with feasibility studies for alternative fuel fleets
Jarrod Kohout	Project Director (GNA)	\$237	Four years experience in project management for alt fuel initiatives
Jason Greenblatt	Program Manager (GNA)	\$162	10 years of experience with transportation electrification
Eleanor Johnstone	Senior Associate (GNA)	\$149	Seven years of experience in data collection and analysis

Exhibit D

SUBCONSULTANTS

The following subconsultants are authorized:

1. DKS Associates
2. Gladstein, Neandross Associates

Exhibit E**COMPENSATION/BUDGET**

Services under this Agreement are not to exceed \$250,000 and will be compensated based on the following hourly rates:

Name	Title	Hourly Rate
David Park	Sr. Engineer/Program Manager (Frontier)	\$189
Adam Walburger	Vice President (Frontier)	\$280
Rosie McGoldrick	Program Coordinator (Frontier)	\$91
Angel Garza	Sr. Program Coordinator (Frontier)	\$106
Dan Robb Carina Patton	Engineer (Frontier)	\$156
Nick Genzel	Program Consultant/ Analyst (Frontier)	\$124
Mike Usen	Sr. Planner (DKS)	\$210
Gurbir Antaal	Jr. Engineer (DKS)	\$135
Mahdi Pour Rouholamin	Engineer (DKS)	\$160
Chad Martinell	Sr. Engineer (DKS)	\$175
Patrick Couch	Senior Vice President (GNA)	\$252
Jarrold Kohout	Project Director (GNA)	\$237
Jason Greenblatt	Program Manager (GNA)	\$162
Eleanor Johnstone	Senior Associate (GNA)	\$149

Exhibit F

INSURANCE REQUIREMENTS

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

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

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

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

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

B. Acceptability of Insurers. The insurance policies required under this Exhibit F must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional named insureds.

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

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

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

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

H. EBCE Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, EBCE may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, EBCE may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse EBCE for any premium paid by EBCE or EBCE, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant must furnish EBCE with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to EBCE's approval. EBCE may request, and Consultant must provide complete, certified copies of all required insurance policies to EBCE. Consultant must maintain current endorsements on file with EBCE. Consultant must provide proof to EBCE that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

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

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



Municipal Fleet Electrification Assessment and DER Deployment Plans: Consultant Services Approval

PRESENTED BY: Jessie Denver

DATE: November 20, 2019



SUMMARY

- EBCE issued a Request for Proposals seeking consultant services to assist municipal fleet electrification assessments and plans on behalf of:
 - Albany, Berkeley, Dublin and Oakland
- Project goals:
 - Enable cities to lead by example in the communities they serve
 - Work with cities to identify fleet right sizing, retirement and electrification opportunities
 - Identify electric vehicle charging infrastructure needs and barriers
 - Assess potential of solar + battery energy storage systems (e.g., distributed energy resources) to deliver solutions to barriers while enhancing fleet resilience
 - Complete financial analysis for each city fleet that enables decision makers to plan for the transition from internal combustion engine vehicles to electric

CONSULTANT SERVICES

- Six (6) proposals were received in response to the RFP and reviewed by an evaluation committee
 - The Frontier Energy Inc. team was selected
- Consultant services are needed to assist EBCE and its municipal stakeholders with project tasks and deliverables:
 - Conduct a systematic evaluation of all city-operated fleet vehicles
 - Deliver summarized vehicle data, and fleet management recommendations (e.g., right sizing, retirement)
 - Deliver a report documenting specific electrification recommendations for each fleet portfolio.
 - Assess vehicle energy requirements and charging needs
 - Deliver a charging profile report documenting needs for each fleet, forecasted electrical load profiles and maps illustrating the locations of charging infrastructure based on where EVs are domiciled.
 - Conduct DER Suitability Analysis
 - Deliver a report outlining opportunities for DER investment
 - Conduct financial cost/benefit analysis
 - Prepare and deliver fleet transition plans
- Project Term: 12 months
- Project Budget: \$250,000
- Recommendation: Approve CSA with Frontier Energy Inc.; \$250,000 (hourly; NTE)