



## **REQUEST FOR PROPOSAL**

**For**

**Ava Community Energy Authority**  
For Induction Stove Installation Services

**RESPONSE DUE**

by

**11:59pm**

on

**January 31, 2024**

For complete information regarding this project, see RFP posted at [avaenergy.org](http://avaenergy.org) or contact the Ava representative listed below. Thank you for your interest!

Contact:

BuildingElectrification@avaenergy.org

**AVA COMMUNITY ENERGY**  
**REQUEST FOR PROPOSAL**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**Ava Community Energy Authority:**  
**Induction Stove Installation Services**

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# **1. STATEMENT OF WORK**

Ava Community Energy (“Ava”) is seeking proposals from qualified implementers or contractors (“Contractor(s)” or “bidder(s)” sometimes herein) to support Ava’s Local Development Programs to replace residential gas ranges and cooktops with all-electric induction technology and install air quality monitoring technology. Generally, this solicitation requires implementers or contractors to provide residential building services to provide “electric-ready” home kitchens. This work requires payment of prevailing wages, registration with the Department of Industrial Relations, and posting of a payment bond.

Successful applicants will have the option to participate in an Ava-managed electrification network or “short-list” of pre-qualified contractors/installers that can be leveraged for a variety of different residential electrification programs, as appropriate. This may also include featuring the successful applicant’s business on the Ava website and other marketing materials. Participation in a pre-qualified contractor network or short-list is voluntary and does not guarantee future work, nor obligate Ava or the Contractor to any future agreement. The Contractor will be notified of any future program opportunities, at the discretion of Ava staff.

## **1.1. BACKGROUND**

Ava is a not-for-profit public agency that operates a Community Choice Energy program for Alameda County and San Joaquin County with sixteen incorporated cities, serving more than 640,000 residential and commercial customers throughout the county. The Cities of Stockton and Lathrop will begin receiving service from Ava in 2025. Ava initiated service in June 2018 and is one of 24 community choice aggregation (CCA) programs operating in California. CCAs are expediting the climate action goals of their communities and those of California. Ava is committed to providing clean power at competitive rates while reinvesting in our local communities through Local Development Programs. For more information about Ava Community Energy, visit <https://avaenergy.org/>

Ava is in the process of developing the Health-E Communities Program (“Program”) to advance home electrification throughout the region while studying the health impacts and viability of kitchen electrification measures. The Program will cover project labor, equipment, and permitting costs to fully replace gas-powered ranges, stoves, and ovens with all-electric induction units. The Program will target Ava’s most vulnerable customers, including those that are low-income, live in disadvantaged/low-income communities, and those who suffer from some form of lung health condition, such as asthma or Chronic Obstructive Pulmonary Disease (COPD).

Ava is first conducting a pilot phase of the Program, followed by full Program implementation. During this initial pilot phase, which is anticipated to run through the Spring of 2025, Ava will streamline implementation by targeting and marketing to a subset of its customer base with the goal of delivering 200 gas to induction range replacement projects. Each project will receive pre- and post-project indoor air quality monitoring to capture impacts to indoor pollutant concentrations. The full Program implementation phase, which is anticipated to run through at least 2027, will reach a broader customer segment targeting

additional participants, for a total of 2000-3000 kitchen electrification projects, based on available budget. Successful bidders to this Solicitation will be eligible to enter a contract to work on both the Pilot and full program implementation.

## **1.2. TERM OF AGREEMENT**

The initial term of the agreement(s) is anticipated to be for 3 years. Ava reserves the right to extend the agreement(s) for additional years.

## **1.3. SPECIFIC WORK REQUIREMENTS**

### **A. Site and Project Assessment. Each selected Contractor shall be required to**

- Schedule site visits with participants in a timely manner (Ava staff will perform preliminary eligibility check and send potential eligible participants, or “leads”, to Contractor)
- Perform in-person site visits to determine the requirements and scope of work to install high-powered an induction range that requires 40-50 amp, 240V electrical connections (for reference, please see induction range specifications sheet for a common model: [Frigidaire Model: GCFI3060BF](#))
- Provide comprehensive project quote to Ava for cost of labor, materials, and permits.
- Assist Ava staff to determine project eligibility for program participation. Project eligibility guidelines will be provided.
- If applicable, provide further recommendations for home electrification opportunities (water heating, space heating, and clothes drying).

### **B. Electric-Ready Work**

In compliance with local building codes, provide necessary services to support high-powered electric kitchen cooking appliances. This may include, but is not limited to:

- Capping off gas lines servicing kitchen appliances.
- Installation of 40- or 50-amp 240V branch circuit from the kitchen to service panel or subpanel.
- Installation and configuration of circuit breakers.
- Installation of 240V electrical outlet(s), junction boxes, etc.
- Replacement of electrical service panel<sup>1</sup>.
- Modification of countertops, walls, framing, etc. to accommodate induction unit.
- All tasks necessary to acquire permits on behalf of the participant.

### **C. Installation and Removal of Indoor Air Monitoring Equipment**

Ava is forming a partnership with an air quality monitoring organization that will supply and maintain monitoring equipment and analyze results from indoor air sampling. The Contractor will receive training from the air quality monitoring organization to conduct the following services for each project:

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<sup>1</sup> This work will likely not be required in the Pilot phase of the program. Panel replacements may be supported during full Program installation.

- Install indoor air quality monitoring equipment no less than one week before equipment installation.
- Removal of indoor air quality monitoring equipment no less than one week after equipment installation.

#### **D. Project Administration**

- Establish relationship with an Ava-selected appliance retailer to purchase induction units on behalf of Ava and the participant. The Program participant will select an induction range from a pre-determined list. Contractor will make initial purchase of the unit through the appliance retailer and include in the total project cost.
- Work with Ava, program participants, equipment suppliers, and other parties to schedule project installation appointment times that will reduce participant hardship to the extent possible (i.e. amount of time without stove in kitchen). Scheduling may include, but is not limited to the following:
  - Electrical work
  - Plumbing work
  - Air quality monitoring equipment installation and removal
  - Building inspection
  - Appliance delivery/installation/haul away
- Submit monthly invoices and reports with all necessary supporting documentation to Ava.

Note: At its own discretion and upon request by the Program participants, it is acceptable for the Contractor to bid on and provide additional work that is not included in the scope of work detailed above. Ava shall not have any contractual or financial involvement in such projects. The Contractor shall conduct this work as separate projects and any transaction resulting from such work shall only involve the Contractor and the property owner.

### **1.4. QUALIFICATIONS**

The successful proposal submittal(s) must demonstrate that the Contractor has the appropriate professional and technical background and qualifications, as well as access to adequate resources, to perform the scope of work.

#### **A. Minimum Qualifications**

- **If Contractor intends to hire subcontracts to perform the work**, the Contractor must have an existing network of qualified subcontractors; or,
- **If Contractor intends to perform work directly**, the Contractor must hold a B - General Building Contractor license and/or C-10 Electrical Contractor license from the California State License Board (CLSB), with license in good standing.
- Authorization and business licenses required to operate within Ava's service area and perform business in different Cities.
- Experience in residential kitchen remodels and residential electrical projects.
- Maintain sufficient company liability, auto, workman's comp insurance policies the meet Ava's coverage limits.
- Ability to provide and/or ensure general prevailing wage rate paid to all workers employed or subcontracted.

- Registered with the California Department of Industrial Relations (DIR)

**B. Desirable Qualifications**

- Experience with electrification projects, such as gas to electric induction stove retrofits, heat pump water heater installations, and heat pump HVAC installations.
- Familiarity using internet-based scheduling and/or customer relationship management software.
- Experience with service panel upgrades and subpanel installation.

**1.5. CONTRACTOR SERVICES**

Ava intends to award one or more agreements with Contractors based upon the highest-ranked score(s) for each technical area described in Section 4. The selected Contractors shall comprise a shortlist of available Contractors.

**1.6. PROPOSED CALENDAR OF EVENTS**

	Action	Date
1.	Issuance of RFP	January 8, 2024
2.	Informational Webinar with Q&A	January 17, 2024
3	Deadline for questions/clarifications	January 19, 2024
4.	Question Responses posted Online	January 22, 2024
5.	Deadline for receipt of proposals	11:59pm PST, January 31, 2024
6.	Proposal Evaluation	February 1 - 16, 2024
7.	Finalist selection/interviews	February 19 - 23, 2024
8.	Final Negotiations and/or Best and Final Offer	February 28, 2024

**1.7. WEBINAR DETAILS**

**When:** Jan 17, 2024 11:00 AM Pacific Time (US and Canada)

**Topic:** Ava Induction Stove Installer RFP Informational Webinar

**Register in advance for this Webinar:**

[https://ebce-org.zoom.us/webinar/register/WN\\_DfafLmakSCCdjmo9k503kQ](https://ebce-org.zoom.us/webinar/register/WN_DfafLmakSCCdjmo9k503kQ)

After registering, webinar attendees will receive a confirmation email containing information about joining the webinar.

A recording of the webinar will be posted online along with responses to questions on **January 22, 2024**.

## **2. PROCEDURES, TERMS, AND CONDITIONS**

### **2.1. GENERAL**

#### ***Incurring Cost***

This RFP does not commit Ava to award any contract 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 Ava***

Neither Contractor's organization nor any of Contractor's representatives will have any claims whatsoever against Ava or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a fully executed agreement between Ava and Contractor's organization.

#### ***Guarantee of Proposal***

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals.

#### ***Basis for Proposal***

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

#### ***Form of Proposals***

Proposals must be submitted electronically by e-mail to [BuildingElectrification@avaenergy.org](mailto:BuildingElectrification@avaenergy.org) and received by the proposal Deadline in Section 1.6.

**Note:** The subject line of the e-mail should be labeled: "Health-E Communities Contractor RFP Submission- [Name of business]"

#### ***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 clearly identified in a written format as amending and replacing the original proposal. The Contact will not merge, collate, or assemble proposal materials.

#### ***Withdrawal of Proposal***

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

***Late Responses***

To be considered, proposals must be received electronically by email 11:59pm January 31, 2024. Late responses will be rejected unopened.

***California Public Records Act (CPRA)***

All proposals become the property of Ava, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). All proposals will become the property of Ava and will be public records subject to disclosure under the CPRA, as described further below. DO NOT SUBMIT CONFIDENTIAL INFORMATION. Notices of confidentiality, "trade secrets", and any other form of non-disclosure notice will be disregarded.

***Confidentiality***

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

Generally, each proposal and all documentation, including financial information, submitted by a Contractor(s) to Ava is confidential until a written recommendation to award is made to Ava's Board of Directors, all proposals are rejected, or this RFP process is terminated, at which time all proposal will be subject to disclosure, unless exempted under the 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.

***Ava Rights***

Ava 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(s) without liability, and negotiate with other Contractor(s);
- k. Disqualify any Contractor(s) on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Ava;
- l. Eliminate, reject, or disqualify a proposal of any Contractor(s) who is not a responsible Contractor(s) or fails to submit a responsive offer as determined solely by A or its representative; or
- m. Accept all or a portion of a Contractor(s)'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 Ava will be required to complete a Supplier Diversity Questionnaire. Ava 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.

Ava 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/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program/certification>).

### 3. EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or Ava, or as deemed appropriate by Ava. 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 Ava may waive minor irregularities in proposals if doing so would be in the best interest of Ava. 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 Ava based on an analysis of the following criteria:

	Technical Evaluation Criteria	Points
1.	<p><b>Experience and Qualifications</b></p> <ul style="list-style-type: none"> <li>● Proven track record for home retrofit projects that involve installation of electric home appliances and equipment.</li> <li>● Experience with electrical circuit installation, service panel configuration/replacement, and gas line maintenance (can be subcontracted out, in compliance with CSLB).</li> <li>● Good standing with CSLB.</li> <li>● Sufficient liability insurance.</li> <li>● Ability to scale to support future program growth.</li> <li>● Strong customer and partner references for timely completion of high quality work.</li> </ul>	30%
2.	<p><b>Overall Value Proposal</b></p> <ul style="list-style-type: none"> <li>● Alignment of costs with expected value.</li> <li>● Transparency and clarity of pricing structure and timeline, associated services, and any additional costs.</li> <li>● Pricing and cost competitiveness compared to market competition.</li> <li>● Ability for pricing structure to accommodate for future growth while maintaining cost effectiveness.</li> </ul>	30%
3.	<p><b>Technical Knowledge</b></p> <ul style="list-style-type: none"> <li>● Knowledge of principles of residential building efficiency, electrification, service panel upgrades, and home electrical load management strategies.</li> <li>● Knowledge of induction ranges and cooktop technology.</li> <li>● Knowledge of solar and battery technology.</li> </ul>	17.5%

4	<b>Workforce Development</b> <ul style="list-style-type: none"> <li>Involvement or implementation of trade-specific apprenticeships, apprenticeship programs, or other workforce education and training programs applicable to the proposed scope of work.</li> </ul>	5%
5.	<b>Acceptance of Induction Stove Installation Services Agreement</b> <ul style="list-style-type: none"> <li>Proposer has no or minimal suggested modifications to the Agreement.</li> </ul>	5%
6.	<b>Ava Special Procurement Preferences</b> <ul style="list-style-type: none"> <li>Bidder Location - Ava Service Area</li> <li>Bidder Location - Disadvantaged Community</li> <li>Union Labor</li> <li>Disabled-Veteran Owned Business</li> </ul>	5% 2.5% 2.5% 2.5%
	<b>TOTAL</b>	<b>100%</b>

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 Ava. Ava will not be bound to award the contract(s) based solely on the lowest bid submitted.

Ava’s form of an Induction Stove Installation Services Agreement is attached as **Attachment A** and includes Ava’s current insurance requirements. Please note that these requirements are subject to change by Ava prior to execution of a contract with a selected Bidder and may require annual updating during the term of an Agreement. Bidders are expected to note any exceptions to the Installation Services Agreement in the Bidder’s response and failure to do so may preclude consideration of any requested change at a later date. Furthermore, the assertion of any objection to Ava’s form of agreement shall be taken into consideration during the evaluation process.

After evaluating the proposals and discussing them further with the finalists or the tentatively selected Contractor(s), Ava reserves the right to further negotiate the proposed work and/or method and amount of compensation with one or more Contractors. Ava further reserves the right to consider the changes make to the Induction Stove Installation Services Agreement in its evaluation and selection.

## **4. INSTRUCTIONS TO BIDDERS**

### **4.1. Ava CONTACT**

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded, if any. Bidders must not have any contact with Ava personnel nor shall they 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 11:59pm PST on Friday, January 19, 2024 to:

Attn: Dan Bertoldi  
Ava Community Energy  
E-Mail: [BuildingElectrification@avaenergy.org](mailto:BuildingElectrification@avaenergy.org)

Questions and answers deemed to be of sufficient importance to implement the purposes of this RFP more fully shall be posted at <http://www.avaenergy.org/solicitations>.

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

### **4.2. SUBMITTAL OF PROPOSALS**

All bids must be received at Ava Community Energy by 11:59 p.m. PST on Wednesday, January 31, 2024. 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. Bidders bear all responsibility for untimely or non-receipt of any proposal by Ava. Ava is not responsible for technical failures of any kind resulting in untimely or non-receipt of any proposal.

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
  - a. Dan Bertoldi, Electrification Program Manager:  
[BuildingElectrification@avaenergy.org](mailto:BuildingElectrification@avaenergy.org)
2. Bidders are responsible for all of their costs incurred in 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 and a recommendation for award has been made to the Ava Board of Directors, or all proposals are rejected, or this RFP process is terminated.
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.), Ava will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor(s) 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 Ava reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days, unless otherwise specified in the Bid Documents.

#### 4.3. **RESPONSE FORMAT**

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. **Objections to the form of Induction Stove Installation Services Agreement:** Bidders must provide any and all specific objections to the Induction Stove Installation Services Agreement (Attachment A) in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes. Furthermore, the assertion of any objection to Ava's form of agreement shall be taken into consideration during the evaluation process.

#### 4.4. REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted in order 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. **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. For each person on the list, the following information shall be included:
  - (a) The person's relationship with Bidder, including job title (if subcontractor, please specify business name).
  - (b) The role that the person will play in connection with the proposed work.
  - (e) Person's relevant experience, CSLB licensing classifications, CSLB license in good standing, and other certifications.
  
- 2. **Scope of Work:** Bidder shall provide contract-ready scope of work based on Section 1.3 - Specific Work Requirements.
  
- 3. **Costs:** Bidder shall include pricing information in the following manner:
  - a) Hourly rates for all staff and identified subcontractor types (e.g. electrician)
  - b) Per-unit (i.e. household or participant) pricing information for the following activities outlined in the Section 1.3 - Specific Work Requirements. Please indicate unit of measure for each item (e.g. average lump sum, flat rate, hourly, % of equipment cost, etc).
    - a. Kitchen/site assessment
    - b. Addition of 204V circuit
    - c. Service panel replacement
    - d. Capping gas line

- e. Equipment and materials mark-ups
- f. Permit facilitation
- g. Other identified expense types, as appropriate

- 4. **Overview of the Organization:**  
Provide a brief description of your business/organization. Please include in this section information on qualifications, referring to Section 1.4 - Qualifications, apprenticeship, or workforce development program involvement, and any relevant experience with residential electrification projects.
  
- 5. **References:**  
Bidders are to provide a minimum of three (3) past client references. References must be satisfactory as deemed solely by responsible Ava staff. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.  
  
References must include: contact person (name and email), telephone number, date of services, and brief description of services provided. Bidders must verify the contact information for all references provided is current and valid.  
  
Bidders are encouraged to notify all references that responsible Ava staff may be contacting them to obtain a reference.  
  
Ava staff may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. Ava 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.
  
- 6. **Review of Installation Services Agreement**  
Bidders will review the Induction Stove Installation Services Agreement (**Attachment A**) and identify, by redline or comment, any portions the Bidder desires to amend by addition, deletion, or modification. Please note that the Bidder should not attempt to complete the Agreement by filling out blank spaces (highlights in yellow) or populating any exhibits.

## Attachment A

### Induction Stove Installation Services Agreement By And Between Ava Community Energy Authority and [Vendor's Legal Name]

This Induction Stove Installation Services Agreement (“Agreement”) is made this [xx] day of [Month], 2024 (“Effective Date”) by and between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California (“Ava”) and [Vendor's Legal Name], a [legal form of business, state of formation, i.e. a California corporation] (“Contractor”) for the purpose of providing Induction Stove Installation Services to Ava.

#### **Section 1. Recitals**

1.1 Ava 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.) with the power to conduct its business and enter into agreements.

1.2 Contractor represents that they possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

1.3 Ava and Contractor desire to enter this Agreement to set forth terms and conditions whereby Contractor shall, directly or through subcontractors, remove existing gas stoves, cap gas supply lines, and caused to be installed, single A.C. 220-240 volt wired circuit drops ready for connection to “drop in” induction cooking ranges supplied by a third party, together with customer outreach, installation documentation, reporting, and related services, in eligible, single family residential dwellings, all as more fully described and required 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 [termination date], unless terminated earlier pursuant to Section 8.

#### **Section 3. Scope of Services**

3.1 Contractor agrees to perform the services referenced in Recital No. 1.3, above, as more fully described in the Scope of Services, Exhibit “A” attached hereto and the RFP for the



Services, in accordance with the Compliance Schedule set forth in Exhibit “B” attached hereto and all requirements herein, and to Ava’s reasonable satisfaction (collectively referred to as “Services.”) As more fully described in Exhibit A, individual task orders will be given to Contractor, each requiring installation of an A.C. 220-240 volt electrical circuit drop, with electrical fittings sufficient to allow “drop-in” or plug-in connection to an induction cooking range, in one or more residences of pre-approved, medically vulnerable Ava customers. The induction cooking ranges will be provided and installed by a third party supplier.

**3.2** Contractor represents and warrants that it has the skill and expertise to perform the Services. Contractor and, if applicable, its subcontractors agree to obtain any and all necessary licenses, approvals or permits necessary to perform the Services. At all times herein, Contractor or its subcontractors shall possess all necessary California Contractor’s license classifications required to perform the Services.

**3.3** Contractor and its subcontractors must comply with all federal, state and local laws and regulations, including the 2022 California Electrical Code in performing the Services under this Agreement. Contractor shall be responsible for applying for and obtaining any and all required permits from affected government agencies. Furthermore, the Services, in whole or in part, constitute “public works” as defined in California Labor Code Section 1720, et seq. As to all of the Services constituting public works, Contractor shall comply, and all subcontractors shall be required by Contractor to comply, with California Labor Compliance requirements, Exhibit “G”, hereto.

**3.4** Payment Bond. If the total amount payable to Contractor pursuant to Section 6 exceeds \$25,000, then Contractor shall execute and provide to Ava concurrently with this Agreement a payment bond in an amount not less than 100% of the total contract price and in a form provided or approved by Ava. If such bond is required, Contractor shall not commence performance of the Services, and no payment will be made to Contractor, until the bond has been received and approved by Ava.

#### **Section 4. Contractor Staffing**

Exhibit “C” hereto contains a list of Contractor’s project manager and all team members. Contractor will not change or substitute the project manager or any team members or add additional team members without consultation with Ava.

#### **Section 5. Subcontractors**

**5.1** Contractor agrees to use only those subcontractors listed on Exhibit “D” hereto. Contractor shall notify Ava within no more than ten (10) calendar days of any changes, additions, or removal of any subcontractor.

**5.2** Contractor agrees to require all subcontractors to comply in writing 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 Ava under Section 12. Notwithstanding the foregoing, Contractor shall remain primarily responsible and shall bear liability for all work, acts, and omissions of all subcontractors utilized by Contractor in connection with the Services.

**5.3** Nothing in this Agreement shall be deemed to create a contractual relationship between any subcontractor of Contractor, and Ava. Ava shall have no obligation to pay or otherwise be responsible for compensation of any subcontractor.

## **Section 6. Compensation and Payment**

**6.1** The maximum compensation under this Agreement is [\$\$\$\$].

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

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

**6.4** Ava will not pay any markups on subcontractor Services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Contractor's bid, if applicable. There are no reimbursable expenses unless expressly set forth in Exhibit E.

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

**6.5.1** If the Contractor is a U.S. based person or entity, the Contractor must provide to Ava a properly completed Internal Revenue Service Form W-9 before Ava will process payment. If the Contractor 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 Contractor must provide Ava with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before Ava will process payment.

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

**6.6** Ava agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to Ava by U.S. mail or electronic mail to [AP@avaenergy.org](mailto:AP@avaenergy.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. As a condition of payment, Contractor must provide Ava with a written report describing the specific services provided, and the Services recipient's name and location. The Contractor must also provide a true and correct copy of all "as-built" plans for electrical and any other installation services performed as set forth in the invoice.

**6.7** Ava, 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. Contractor acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of Ava's constituent members in connection with this Agreement.

**6.8** The acceptance by Contractor of the final payment made under this Agreement, shall operate as and be a release of Ava from all claims and liabilities for compensation to Contractor for anything done or furnished, relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Ava's check acceptance of an electronic fund transfer, or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check or transfer. However, approval or payment by Ava shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, 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 Ava for any defect or error in the work performed by Contractor, its employees, subcontractors and/or agents.

## **Section 7. Records Retention and Ownership of Work Product**

**7.1** The Contractor shall maintain records of all Services performed hereunder, including the names and addresses of property owners and/or tenants where Contractor caused any of the Services to be performed, and compensation paid by Ava to Contractor for those Services. Contractor 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** Ava owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product, whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Contractor, any subcontractors, or any other person engaged directly or indirectly by the Contractor to perform

under this Agreement. Contractor shall obtain and provide to Ava a written assignment of ownership of all Work Product to the extent created by any subcontractor hereunder. "Work Product" means all writings, reports, drawings, images, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Contractor or its subcontractors on behalf of or for use by Ava under this Agreement. All Work Product will be considered "works made for hire," and together with any and all intellectual property and proprietary rights arising from their creation, will be and remain the property of Ava without restriction or limitation upon their use, duplication or dissemination by Ava. Contractor agrees not to obtain or attempt to obtain copyright protection in its own name for any Services Product.

**7.3** Contractor hereby assigns to Ava any and all ownership rights and interest in the Work Product, including all intellectual property and proprietary rights, to the extent not otherwise fully transferred and conveyed to Ava in Section 7.2, above.

## **Section 8. Termination**

**8.1** Ava may terminate this Agreement for any reason by giving Contractor 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** Ava may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Contractor or any of its subcontractors. If Ava terminates this Agreement for cause and obtains the same services from another contractor at a greater cost, the Contractor is responsible for such excess costs in addition to any other remedies available to Ava.

**8.3** Upon termination for any reason, Ava has the option of requiring the Contractor to continue work up to the date of termination or to cease work immediately. Ava has the further option to require Contractor to provide Ava any paid for but unused materials, equipment or supplies required to complete any of the Services, and any and all finished or unfinished Work Product prepared by the Contractor up to the date of termination.

**8.4** Ava will pay Contractor the reasonable value of services satisfactorily rendered by the Contractor to Ava up to the date of written Notice of Termination. If Ava authorizes Contractor to continue performing the Services through the date of termination, Ava will pay Contractor 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 Ava, Contractor, its subcontractors and anyone working for Ava under control of Contractor must return all Work Product to Ava. Contractor may only retain copies of the Work Product by express written permission of Ava.

**Section 9. Insurance**

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

**9.2** Contractor agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Contractor must give Ava ten (10) days written notice and obtain Ava’s written approval prior to making any modifications that would reduce its insurance coverage.

**9.3** Contractor must either include subcontractors as insureds under its insurance policies or require each subcontractor to comply with the insurance obligations in Exhibit F.

**Section 10. No Discrimination or Conflict of Interest**

**10.1** Contractor represents and warrants, on behalf of itself and its subcontractors, 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** Contractor represents and warrants, on behalf of itself and its subcontractors, 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 Ava immediately if it identifies any conflicts of interest Contractor 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.*), Contractor 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 on an annual basis in conformance with the requirements of the Political Reform Act by filing the original with the Ava Clerk to the Board of Directors. Form 700 submissions should be sent to [cob@avaenergy.org](mailto:cob@avaenergy.org), with carbon copy to the AVA contact. Each of the identified positions must disclose interests in accordance with the AVA Resolution-2018-7, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement **does/ does not** require the Filing of Form 700 at this time.

Name	Position or Assignment


**Section 11. Confidentiality**

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

**11.2** For the purposes of this Section 11, “third parties” refers to any person or group other than Ava staff and Board members. For example, “third parties” include community groups, Board advisory groups, other governmental agencies, other contractors or members of the community.

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

**11.4** **The Parties acknowledge that this Consulting Services Agreement, and any future agreement between the parties, will be subject to public disclosure under the California Public Records Act.**

**Section 12. Indemnity**

**12.1** Except with regard to any matter involving professional negligence, Contractor agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless Ava, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those Ava agents serving as independent contractors in the role of Ava staff (collectively “Ava Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgements, liens, stop notices, and losses of whatever nature (“Claims”) that arise, directly or indirectly, in whole or in part, out of or are in any way related to Contractor’s or any subcontractor’s performance or failure to perform the Services under this Agreement, regardless of whether the Contractor or its subcontractors acted or failed to act intentionally, willfully, recklessly or negligently. Contractor agrees that its indemnity and defense obligations include all costs and expenses, including payment of all attorneys’ fees, expert fees, mediation, arbitration, or court costs in connection with the defense. Contractor further agrees to indemnify, defend, protect and hold harmless Ava Indemnitees from and against any claims and liabilities arising out of a breach of this Agreement and/or any infringement of patent rights,

trade secret, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by Ava's use of any services, equipment, improvements, Work Product or other items provided by Contractor or its subcontractors under this Agreement.

**12.2** With regard to any matter involving professional negligence, Contractor agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless the Ava Indemnitees from and against any and all Claims to the extent arising out of or resulting from Contractor's or subcontractor's negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Contractor exceed the Contractor's proportionate percentage of fault.

**12.3** Contractor's obligations in Subsection 12.1 and 12.2 do not apply to the extent any Claim results from the active negligence or willful misconduct of the Ava Indemnitees.

**12.4** Except as limited by Subsection 12.2, Contractor's obligation to defend Ava applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

**12.5** The Contractor's obligations under Section 12 applies regardless of the existence or amount of insurance the Contractor carries or has made available to Ava.

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

### **Section 13. Contractor is an Independent Contractor**

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

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

### **Section 14. Miscellaneous Terms and Conditions**

**14.1** Ava 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 Ava to Contractor constitute or be construed as a waiver by Ava of any breach or default of this Agreement, nor will such payment prejudice any of Ava's other rights or remedies.

**14.3 Governing Law.**

Contractor and Ava 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 Ava, at any time during regular business hours, upon written request by Ava. Copies of such records or documents shall be provided to Ava at Ava'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:

AVA

Attn: [relationship owner]  
Ava Community Energy  
1999 Harrison Street, Suite 2300



Oakland, CA 94612  
Email: [your email] @avaenergy.org  
Phone: [your number]

Contractor

Attn: [relationship owner with vendor]  
[Vendor legal name]  
[Vendor address]  
[Vendor address]  
Email: [vendor relationship owner email]  
Phone: [vendor relationship number]

**14.8 Assignment and Subcontracting.**

Except to the extent this Agreement authorizes Contractor to use subcontractors, Contractor will not assign any part of this Agreement or subcontract performance without the Ava's prior written consent. Ava 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, each of which are incorporated by reference herein, contain the complete understanding between Ava and Contractor and supersede any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Services up through the Effective Date of this Agreement. The provisions of this Agreement shall govern over any inconsistent terms or conditions contained in any Exhibit or other document incorporated herein.

**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.**

Prior to initiating any legal action against Ava, Contractor must comply with the Governmental Claims Act.

**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 Services 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.

**14.15 Supplier Diversity.**

Ava is 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, Contractor agrees to document and provide information to Ava regarding Contractor’s status and any engagement of women, minority, disabled veteran, and LGBT owned business enterprises in its provision of Services under this Agreement. Specifically, Contractor agrees to complete Ava’s Supplier Diversity questionnaire, which may be updated or revised during the term of the Agreement, and otherwise reasonably cooperate with Ava to provide the information described above. Contractor shall provide such information in the timeframe requested by Ava and in no event later than January 31 of the year following the Effective Date of this Agreement.

**14.16 Non-Exclusivity.**

Contractor understands and agrees that Ava may utilize more than one contractor to perform services similar to those provided by Contractor hereunder.

**Section 15. Authorized Signatories**

**15.1 Proper Countersignatures**

Type of Entity	Authorized Signatories		
For a corporation:	Pursuant to California Corporations Code Section 313 proof of authority to execute the Agreement is established if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.		
	<b>Column A</b>	<b>AND</b>	<b>Column B</b>
	Chairman of the Board, or		Secretary, or
	President, or		Assistant Secretary, or
	Vice President		Chief Financial Officer, or
			Assistant Treasurer
If the agreement is signed by any combination of persons other than those listed above or by an individual, then the agreement must be accompanied by a copy of the Board minutes, resolution, Corporate Secretary’s			

	certificate, or articles of incorporation stating that the signatories have the authority to bind the corporation.
For a general partnership, a limited partnership, or a limited liability partnership:	All the general partners must sign the Agreement (a general partnership agreement is sufficient to establish the names of all general partners) unless the person signing the Agreement provides proof that he/she has authority to bind the partnership.
For a limited liability company (LLC)	Copies of the following documents should be provided to establish who has authority to bind the LLC: (1) State Forms LLC-1 and LLC-12 if the company was formed in California; and (2) the operating agreement for the LLC – whether formed in California or another state.
For a sole proprietor, or a sole proprietor doing business under another name:	Only the individual who owns the business can sign. Either a Fictitious Business Name Statement or a Business Tax Certificate is sufficient to establish the authority of an individual to bind a sole proprietorship.

*[signatures on following page]*

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

[VENDOR'S LEGAL NAME]

Legal form of business, state of formation

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[\*remove if chart in 15.1 confirms only one signature is required]

AVA COMMUNITY ENERGY AUTHORITY

A Joint Powers Authority

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Ava Counsel

## LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONTRACTOR STAFFING

EXHIBIT D: SUBCONTRACTORS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

EXHIBIT G: CALIFORNIA LABOR COMPLIANCE

## Exhibit A

### SCOPE OF WORK

[Draft Scope of Services here and remove italicized language below when finalizing]

*A Scope of work should aim to be as concise as possible while ensuring all necessary details of the services are captured. A good Scope should include:*

- *Summary of Services*
- *Purpose and Objectives of Services (This could be in narrative form and provide the general purpose of the services)*

*And may include:*

- *Definitions of any Critical Terms (Any definitions, clarifications could be included here)*
- *List of any Supplemental Documents (If there is a lengthy document that does not make sense to copy and paste into the Scope of Services it could be referenced here)*
- *Tasks and Deliverables*
  - *List each task (and any related subtasks)*
  - *List required updates/reports on progress*
  - *List deliverable for each task*
  - *List schedule/due date for each task and for each deliverable*
  - *List any other milestone dates*
- *Exclusions/Exceptions and Additional Services (If there is anything that is specifically excluded from the Scope of Services that can be listed here. If there are additional services or costs (such as new services or travel costs), we can list the proposed costs and the process for selecting them here)*
- *Any Other Conditions (If there is something unique to the project that does not fit into the other categories).*

#### Additional Services:

Contractor 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 Ava representative prior to commencement of any additional services.

**Exhibit B**

**SCHEDULE**

[Schedule - can be detailed or as simple as "As directed by Ava."]

**Exhibit C**

**CONTRACTOR STAFFING**

[Include names of all team members who will be providing Ava services.]



**Exhibit D**

**SUBCONTRACTORS**

[If subcontractors are authorized in advance, they should be listed here, otherwise it can state either of these: “subcontractors are not authorized under this Agreement.” or “subcontractors must be authorized in advance, in writing by Ava.”]

**Exhibit E**

**COMPENSATION/BUDGET**

[If the compensation is hourly, a table of hourly rates by title should be included. If fixed fee, describe what amounts are to be paid based on what milestones]

The maximum compensation under this Agreement is [\$\$\$\$].

## Exhibit F

### INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor 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, death, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000.00) per project or location. If Contractor is a limited liability company, the commercial general liability coverage must be amended so that Contractor 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, death, and property damage.

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 Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor 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. If a "claims made" policy is used, it shall be endorsed to provide an extended reporting period of not less than three (3) years.

B. Acceptability of Insurers. The insurance policies required under this Exhibit E 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 Ava, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming Ava, 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 Ava. Any insurance or self-insurance

maintained by Ava, its officers, employees, agents or volunteers, will be in excess of Contractor's insurance and will not contribute with it.

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

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

G. Cancellations or Modifications to Coverage. Contractor agrees not to cancel any insurance coverage during the Term. Contractor 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 Ava. 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 Ava. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Contractor must, within two business days of notice from the insurer, phone and notify Ava via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

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

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

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

K. Subcontractor Insurance Requirements. Contractor's insurance coverage must include its subcontractors or Contractor must require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.

## Exhibit G

### **CALIFORNIA LABOR CODE COMPLIANCE**

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Ava"), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Ava has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with Ava or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to Ava, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in

accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide Ava with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to Ava a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to Ava, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing the Agreement to which this Exhibit is attached, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”