REQUEST FOR PROPOSAL

for

Ava Community Energy Authority

Software Solution and Technical Assistance to Support Permit Streamlining for Heat Pump Equipment

RESPONSE DUE

by

11:59pm

on

November 23, 2026

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

Dan Bertoldi | Electrification Program Manager, Ava
510-393-0474
dbertoldi@avaenergy.org

AVA COMMUNITY ENERGY

REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
Ava Community Energy Authority:
Software Solution and Technical Assistance to Support Permit Streamlining for Heat Pump Equipment

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STATEMENT OF WORK

Ava Community Energy is seeking proposals from qualified firms ("Consultant" or "Proposer") for a software solution and technical assistance to support permit streamlining for heat pump water heaters ("HPWH") and heat pump heating, ventilation, and air conditioning ("HP-HVAC").

1. BACKGROUND

About Ava

Ava Community Energy (Ava) is a not-for-profit public agency that operates as a Community Choice Aggregator (CCA) for Alameda County and San Joaquin County with eighteen member jurisdictions. Since initiating service in June 2018, Ava has grown to serve more than 806,000 total customers, representing a diverse mix of urban and rural communities. Ava's customer base is about 90% residential and 10% commercial by account, but the load is split closer to 40% residential and 60% commercial. Our service territory includes a wide range of housing stock, infrastructure readiness, socio-economic status, and languages spoken. Approximately 21% of our customers are low income.

Ava began serving customers in June 2018 and is one of 25 CCAs operating in California. Our unique value proposition lies in leveraging our competitive electricity products (Bright Choice, Renewable 100) to invest in delivering local benefits that are in line with our mission of increasing access to clean energy. Today, Ava has saved our customers over $184 million, and eight of our member cities have already committed to 100% renewable energy through the Renewable 100 plan.

Ava is seeking a qualified Consultant(s) to provide software solutions and technical assistance to facilitate permit streamlining for heat pump water heater ("HPWH") and heat pump heating, ventilation, and air conditioning ("HP-HVAC"), collectively referred to as "heat pump equipment". This work will support authorities having jurisdiction ("AHJs") within Ava's service area—and potentially those within the service areas of other California community choice energy agencies—in streamlining permitting processes and increasing the number of permits issued for heat pump installations.

Permit Streamlining Context

Currently, slow and inconsistent permitting of residential heat pump equipment adds significant cost and delay to electrification projects. Further, there is significant variation in permitting process and associated wait times from jurisdiction to jurisdiction throughout the region, increasing contractor compliance costs and slowing customer delivery in this emerging technology market. Faced with a challenging permitting environment,

contractors and homeowners sometimes choose to forgo a permit altogether - especially for water heater retrofits - which increases the risk of poorly installed equipment that does not meet state or local building codes.

In addition to the permitting barriers, there are near-term regulatory and legislative factors that will necessitate permit streamlining for heat pump equipment. California's SB 222 (Weiner, 2026) mandates AHJs to standardize and streamline local permitting for heat pump equipment by or before July 1, 2028. AHJs will be required to implement an online, automated permitting process for heat pump equipment that meets SB 222 criteria. Another initiative impacting regional AHJs is the Bay Area Air District's ("Air District") upcoming changes to nitrogen oxide (NOx) emitting appliance standards. The Air District adopted updated rules requiring newly manufactured furnaces and water heaters to meet zero-NOx emission standards. These rules apply to residential and commercial space and water heating equipment and will likely go into effect in the next several years, with initial implementation possible by or before 2028.

Permit streamlining for heat pump equipment will benefit multiple stakeholders involved in electrification and the clean energy transition. It helps AHJs by increasing speed and efficiency of permit processing, reducing staff time, and increasing homeowner compliance rates. It benefits contractors by reducing time spent on complex permit applications and application iterations resulting from incomplete applications. Finally, it benefits customers through expedited installation timelines, which can reduce permit fees and overall installation costs over time.

Permit Streamlining Strategy

In order to achieve beneficial permit streamlining throughout the region and reduce local agency and community burden from permitting heat pump equipment, Ava is planning a two-pronged approach: 1) a software solution to provide the tools necessary for AHJs to automate permit processing to achieve instantaneous permit approvals for heat pump equipment with a high degree of confidence, and 2) technical assistance to support AHJs, particularly permit and building offices, to utilize best practices for heat pump equipment permitting and to facilitate standardization across the region for a cohesive permitting landscape. The overall strategy will also support AHJs' compliance with SB 222 and enhance their capacity to keep up with increased demand for heat pump equipment installation resulting from future appliance regulations, particularly Rules 9-6 and 9-4. Through this Request for Proposal ("RFP"), Ava seeks consultant support for both technical assistance and a software solution.

2. TERM OF AGREEMENT

The initial term of the agreement(s) will be for two (2) years. Ava reserves the right to extend the agreement(s) for up to three (3) additional years.

3. STATEMENT OF REQUIREMENTS

3.1 Proposals should demonstrate that the Consultant has the appropriate professional and technical background as well as access to adequate resources to fulfill one or both stated scopes of work, as applicable.

This RFP consists of two distinct scopes of work:

Scope A: Permit Streamlining Software, including software discovery, development, testing, deployment, and ongoing support.

Scope B: Technical Assistance, including stakeholder engagement, training, resource development, regulatory support, and heat pump permitting-process improvement.

Proposers may submit a proposal for Scope A, Scope B, or both. Proposers may submit proposals as a team, provided that the proposal identifies one firm as the prime contractor and all other participating firms as subcontractors. The prime contractor shall be responsible for the performance of all work under the resulting contract. The combined value of all subcontracts, including any lower-tier subcontracts, may not exceed 20% of the total value of that contract. The proposal must identify each proposed subcontractor or partner, the role and responsibilities of each entity, and their proposed share of the contract value.

Ava may:

- Award both scopes to a single Consultant or partnership;
- Award each scope to a different Consultant or partnership;
- Award only a portion of either scope;
- Decline to award one or both scopes.

3.2 SCOPE A: PERMIT STREAMLINING SOFTWARE

Consultants responding **Scope A** must propose an approach to design, develop, deploy, and support a functional heat pump permit-streamlining software product that allows for permit processing automation without human interaction under nominal conditions (i.e. no missing or incorrect information).

Proposals should offer software implementation options so that AHJ decisionmakers can select the option that best fits their needs. At a minimum, the software should support participating AHJs through a standalone permit application and processing pathway that can be used by AHJs that have not adopted a permit-management software platform. Additionally, proposals that can support a full end-to-end integration with an AHJ's existing permit management software are preferred (a list of current permit software providers serving AHJs within the service areas of various Bay Area CCAs is provided in Attachment B).

If Scope A and Scope B are awarded separately, then the selected Scope A Consultant shall coordinate with the selected Scope B Consultant.

Ava anticipates that the services for Scope A may include, but are not limited to, the following:

a. Software Discovery, Design, and Technical Specifications

- Conduct a discovery and needs-assessment process sufficient to establish the functional, technical, regulatory, security, and operational requirements for the software.
- Engage and collect feedback from permitting agencies, including chief building officials, permit technicians, inspectors, and information-technology staff within Ava's service territory and, as appropriate, other California jurisdictions.
- Engage and collect feedback from contractors, code experts, and other relevant software users and stakeholders.
- Assess participating AHJs' existing software, data, integration capabilities, information-technology requirements, accessibility requirements, and cybersecurity requirements.
- Incorporate relevant findings from AHJ process-improvement and technical-assistance activities. If Scope A and Scope B are awarded separately, then the selected Scope A Consultant shall coordinate with the selected Scope B Consultant.
- Deliver technical specifications to Ava for review and approval.

b. Permit Streamlining Software Development and Validation

- Using the technical specifications accepted by Ava and engaging with a group of qualified stakeholders, develop, configure, and document a functional heat pump equipment permit-streamlining software product.
    - Develop a software architecture capable of supporting, at a minimum, a standalone permit process for heat pump equipment that can be featured on an AHJ permit website.
    - Optional end-to-end integration with existing permit management software is preferred. Permit management software used in CCA service areas are listed in Attachment B.
    - The software shall integrate, collect, or otherwise store heat pump equipment make and model specifications for use throughout the permitting workflow, including demonstrating compliance with AHJ requirements and generating information for inclusion in inspection checklists.
    - The software shall be compatible with, and support, virtual inspection processes and tools. A virtual inspection component built directly into the software is preferred.
    - The software shall incorporate accessibility, privacy, and cybersecurity requirements into the software design, development, hosting, and operation that satisfies the needs of Ava and participating AHJs.
    - Other streamlining features, such as automated contractor license checks, workers' compensation requirement verification, and structured document uploads are preferred.
- Validation of proposed requirements, workflows, decision rules, and system architecture by a group of representatives, as approved by Ava. Representatives may include:
    - Chief building officials
    - Permit technicians
    - Inspectors
    - AHJ information-technology staff
    - Installation contractors
    - Heat pump equipment and code experts
    - Ava staff
    - Other stakeholders identified by Ava
- Develop and administer a comprehensive software testing and acceptance process in a secure sandbox or test environment before production release.

c. Permit Streamlining Software Launch and Deployment

- Support the configuration, integration, and deployment of the software for participating AHJs.
- Coordinate with Ava, participating AHJs, and, if applicable, the selected Scope B Consultant, to support an orderly software launch.
- Participate in trainings, briefings or demonstrations for chief building officials, AHJ staff, contractors, regional stakeholders, Ava leadership, and other groups identified by Ava. If Scope A and Scope B are awarded separately, then the selected Scope A Consultant shall coordinate with the selected Scope B Consultant.
- Provide user onboarding and system-administration support.

d. Ongoing Software Support and Maintenance

- Provide ongoing software operation, maintenance, and user support for the period specified in the agreement, including help-desk support and documented procedures for issue intake, prioritization, escalation, and resolution.
- The Proposer(s) shall commit to maintaining the software product's operational availability and providing maintenance, software updates, and customer support for all participating AHJs for a minimum of five (5) years following expiration of the agreement, with this commitment incorporated into the resulting agreement.

3.3 SCOPE B: TECHNICAL ASSISTANCE

Proposers responding to Scope B shall propose an approach to provide technical assistance that supports heat pump equipment permit streamlining and standardization throughout Ava's service area, with a focus on AHJ capacity building, stakeholder education, permit requirement standardization, inspection consistency, and effective use of the permit-streamlining software.

The Scope B Consultant, if separate from Scope A Consultant, must be capable of performing its responsibilities independently of the Scope A Consultant while coordinating with the Scope A workstream, as necessary.

Ava anticipates that the services for Scope B may include, but are not limited to, the following:

a. Stakeholder Engagement and Technical-Assistance Needs Assessment

- Assess the permitting and technical assistance needs of participating AHJs.
- Engage chief building officials/building office staff, permit technicians, inspectors, information-technology staff, contractors, heat pump subject-matter experts, and other stakeholders identified by Ava.
- Develop opportunities to standardize requirements across participating AHJs.

    - Identify inconsistent, duplicative and/or outdated requirements that could be streamlined.
    - Identify knowledge gaps among AHJ staff, contractors, applicants, and other users.
    - Identify staffing, technology, policy, training, and operational barriers affecting implementation.
  - Assess AHJ readiness to adopt automated or expedited permitting processes.

b. AHJ Permitting-Process Improvement

- Work directly with participating AHJs to identify and implement opportunities to simplify and streamline heat pump permitting.
- Recommend process improvements that reduce avoidable complexity and processing delays while maintaining code compliance and public safety.
- Facilitate workshops directed at participating AHJs to encourage adoption of standardized best practices and regional consistency.
- Assist AHJs in aligning internal procedures with the functionality of the permit-streamlining software from Scope A.
- Develop practical inspection resources, including photographs or diagrams, example installations, common correction items, and documentation standards.

c. Stakeholder Training and Education

- Develop and deliver training on heat pump equipment permitting best practices for chief building officials, permit technicians, building-office staff, and other applicable AHJ personnel.
- Develop and deliver training for AHJ inspectors on heat pump equipment inspection requirements and best practices.
- Develop and deliver training for local installation contractors and other permit applicants.
- Training materials must be made publicly available and be practical, accessible, and suitable for varying levels of familiarity with heat pump technologies and electronic permitting systems.

d. Online Heat Pump Permitting Resources

- Create and maintain an accessible online resource guide and tools for AHJ staff, contractors, property owners, and members of the public. Examples of tools and resources are:
    - Load calculation tools for project energy code compliance
    - Instructions on California State mandated code compliance forms and processes (e.g. CFR1 forms; ECC Rating, etc.)

- Establish a process for reviewing and updating the resource guide when applicable codes, laws, AHJ requirements, software functions, forms, or other resources change.
- Ensure that software instructions and technical information included in the resource guide remain accurate. If Scope A and Scope B are awarded separately, then the selected Scope B Consultant shall coordinate with the selected Scope A Consultant.

3.4 REQUIREMENTS APPLICABLE TO ALL APPLICANTS AND AWARDED CONSULTANTS

a. Evaluation and Reporting

- Each selected Consultant shall provide regular written status reports at a frequency established by Ava.
- The selected Consultant(s) shall cooperate with Ava in establishing performance measures, data-collection procedures, and reporting formats.
- The selected Consultant(s) shall use a project management software as prescribed by Ava, such as Asana.

b. Coordination Between Awarded Consultants

- If Ava awards Scope A and Scope B to different Consultants, both Consultants shall participate in a coordinated project-management structure established by Ava.

4. QUALIFICATIONS

4.1 SCOPE A MINIMUM QUALIFICATIONS

- Successful development and production deployment of at least one comparable web-based software product involving permitting, licensing, regulatory compliance, application processing, or another rules-based government workflow. The product must show commercial viability through use by at least one government agency and successful processing of at least 500 permits, applications, or comparable records.
- Experience integrating software with two (2) or more third-party systems through Application Programming Interfaces (APIs) or other secure data-exchange methods.
- Experience developing and operating software that incorporates appropriate cybersecurity, privacy, user-access, data management, and accessibility controls.

- Access to personnel with demonstrated expertise in software architecture and development, system integration, user experience, quality assurance and testing, cybersecurity, and project management.
- Organizational and technical capacity, as well as financial stability to host, maintain, update, troubleshoot, and support the proposed software throughout the contract term and beyond.

4.2 SCOPE B MINIMUM QUALIFICATIONS

- Successful completion of at least one comparable technical assistance project involving building permitting, code compliance, or local government process improvement.
- Experience working with California local governments, building departments, regulatory agencies, and contractors.
- Access to personnel with demonstrated knowledge of heat pump equipment, systems, and technology, as well as applicable California building, electrical, mechanical, plumbing, and energy requirements.
- Experience developing and delivering technical training, guidance documents, checklists, or other educational resources for professional or public audiences.
- Demonstrated ability to facilitate stakeholder engagement and translate technical or regulatory requirements into practical recommendations and user-friendly resources.
- Organizational capacity to provide ongoing technical assistance, maintain current resources, and respond to changes in applicable codes, regulations, and permitting practices.

5. CONSULTANT SERVICES

Ava intends to select one or more Consultants and enter into an agreement(s) for the services described in this RFP. Final scope, schedule, and compensation will be subject to contract negotiations.

Respondents may use subcontractors or partners to perform portions of their proposed scope. The proposal shall identify the prime contractor, all proposed subcontractors or partners, and the responsibilities of each entity. Note that any lower-tier subcontracts/partnerships, may not exceed 20% of the total value of that contract. The prime contractor shall remain responsible for the performance and administration of its awarded scope.

6. PROPOSED CALENDAR OF EVENTS

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

	ACTION	DATE
1.	Issuance of RFP	October 21, 2026
2.	Proposer Webinar	1:00 – 2:00 p.m., October 30, 2026
3.	Deadline for questions/clarifications	November 4, 2026
4.	Question Responses posted Online	November 6, 2026
5.	Deadline to submit proposals	11:59 p.m., November 23, 2026
6.	Proposal Evaluation	Nov. 24 – Dec. 4, 2026
7.	Finalist selection/interviews (if any)	December 7, 2026
8.	Final Negotiations and/or Best and Final Offer	December 11, 2026
9.	Award of Contract by Board of Directors	February 17, 2027*

*Award date contingent on contract negotiations and legal review.

GENERAL

7. PROCEDURES, TERMS, AND CONDITIONS

Incurring Cost

This RFP does not commit Ava to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

Claims Against Ava

Neither your organization nor any of your 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 definitive agreement between Ava and your organization.

Guarantee of Proposal

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

Basis for Proposal

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

Form of Proposals

Proposals must be submitted electronically by e-mail to:

dbertoldi@avaenergy.org

Amended Proposals

Proposers 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. Ava will not merge, collate, or assemble proposal materials.

Withdrawal of Proposal

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

Late Responses

To be considered, proposals must be received electronically by email by November 23, 2026 at 11:59 p.m. No late responses will be considered, except as otherwise determined by Ava in accordance with applicable law and procurement requirements.

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"). After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure, with the exception of those elements in each proposal which are exempt from disclosure pursuant to the CPRA. If Consultant(s) confidential or proprietary information is contained in documents submitted to Ava, and Consultant(s) claims that such information falls within one or more CPRA exemptions, Consultant(s) must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Ava will make best efforts to provide notice to Consultant(s) prior to such disclosure. If Consultant(s) contends that any documents are exempt from the California Public Records Act

(CPRA) and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before Ava's deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within Ava's deadline for responding to the CPRA request, Ava may disclose the requested information.

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

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

Confidentiality

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

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

Electronic Mail Address

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

Ava Rights

Ava reserves 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 Proposers 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 or change a deadline specified in this RFP, including deadlines for accepting proposals;
h. Negotiate with any or none of the Proposers;
i. Modify in the final agreement any terms and/or conditions described in this RFP;
j. Terminate failed negotiations, at its sole discretion, with any Consultant(s) without liability, and choose whether to negotiate with other Consultants;
k. Disqualify any Consultant(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 Consultant(s) who is not a responsible Consultant(s) or fails to submit a responsive offer as determined solely by Ava;
m. Accept all or a portion of a Consultant(s)'s proposal
n. Select a proposal based on Ava's operational needs and best-value determination, in its sole discretion.

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, Consultants 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/Certifications/).

Inclusion of Other California-based Municipalities, Municipally-Owned Utilities and Community Choice Energy Programs

Ava is asking all responding Proposers to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested California-based municipalities, municipally-owned utilities and community choice energy programs. While this clause in no way commits these agencies to contract with Ava's awarded consultant, nor does it guarantee any additional orders will result, it

does allow other agencies, at their discretion, to make use of Ava's competitive process (provided said process satisfies their own procurement guidelines) and enter into a contract directly with the awarded consultant. All contracts entered into by other agencies shall be understood to be transactions between that agency and the awarded consultant; Ava shall not be responsible or liable in any manner for any such contracts.

Additionally, Proposer acknowledges and agrees that Ava may enter into cost-sharing arrangements with other interested California-based municipalities, municipally-owned utilities and community choice energy programs to share costs of the services proposed by any Consultant.

Cost sharing and/or separate agreements may be applicable to the services provided under Scope A and/or Scope B, as agreed to by the applicable parties.

8. EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Ava, or as deemed appropriate by Ava.

Proposals must provide clear, concise information and sufficient detail to enable reviewers/evaluators ("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. 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(s) that offer the greatest value to Ava based on an analysis of the following criteria:

Category	**Points**	**Scope A: Software Development**	**Scope B: Technical Assistance**
1. Qualifications and Relevant Experience	17.5	Experience designing, developing, deploying, and supporting permitting, workflow automation, or comparable software. Qualifications of the proposed team and demonstrated success completing similar projects.	Experience supporting permit streamlining, process improvement, building electrification, code implementation, stakeholder engagement, or comparable technical assistance projects. Qualifications of the proposed team and demonstrated success completing similar projects.

2. Technical Approach and Understanding	25	Understanding of the project objectives and proposed approach to discovery, system design, rules development, testing, integration, deployment, cybersecurity, accessibility, and user experience.	Understanding of the project objectives and proposed approach to needs assessment, process improvement, training, resource development, regulatory support, and stakeholder engagement.
3. Scope of Work, Deliverables, and Project Management	15	Clarity, feasibility, and completeness of the scope of work, schedule, staffing, deliverables, user testing, quality-control process, and coordination with Ava, participating agencies, and any Scope B consultant.	Clarity, feasibility, and completeness of the scope of work, schedule, staffing, deliverables, quality-control process, and coordination with Ava, participating agencies, and any Scope A consultant.
4. Ongoing Support and Adaptability	15	Quality of the proposed approach to launch support, maintenance, updates, troubleshooting, documentation, knowledge transfer, and future support of software after term of agreement.	Quality of the proposed approach to ongoing assistance, evaluation, refinement of resources and training, knowledge transfer, and responsiveness to changing agency needs or regulations.
5. Cost and Overall Value	15	Reasonableness and transparency of costs in relation to the proposed approach, deliverables, staffing, ongoing support, and anticipated value.	
6. Ava Special Procurement Preferences	5	Consultant Location in Ava Service Area	
	2.5	Consultant Located in Disadvantaged Community	
	2.5	Union Labor	
	2.5	Disabled-Veteran Owned Business	
Total	**100**		

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 proposal submitted.

Ava's form of a Consulting 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 Consultant and may require annual updating during the term of a Consulting Services Agreement. Consultants are expected to note any exceptions to the Consulting Services Agreement in the Consultant's response and failure to so may preclude consideration of any requested change at a later date.

At the Ava's discretion, to further assist in evaluation, one or more of the responding Consultant(s) may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to respond to Ava expectations and requirements. Interviewers may include representatives of other California-based municipalities, municipally-owned utilities and community choice energy programs.

After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant(s), Ava reserves the right to further negotiate the proposed work and/or method and amount of compensation. Ava further reserves the right to consider the changes made to the Consulting Services Agreement (Attachment A) in its evaluation and selection.

9. INSTRUCTIONS TO PROPOSERS

The evaluation phase of the competitive process will begin upon receipt of proposals until a contract has been awarded. Consultant must not have any contact with Ava personnel nor should 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 Consultant.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by **11:59 p.m. PST on Wednesday, November 4, 2026** to:

Attn: Dan Bertoldi
Ava Community Energy
E-Mail: dbertoldi@avaenergy.org

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.

SUBMITTAL OF PROPOSALS

All proposals must be received at Ava Community Energy by **11:59 p.m. on November 23, 2026**. Proposals will be received only electronically, as described below. **Electronic proposals must be submitted in a non-alterable format such as a .pdf.**

1. Consultants **must** submit an electronic copy of their proposal via email to the following:
    a. Dan Bertoldi, Electrification Program Manager - dbertoldi@avaenergy.org
2. Consultants are responsible for all of their costs required for the preparation and submission of a proposal.
3. Only one proposal 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 proposals will be held as confidential until the Evaluators have completed their evaluation, a recommended award has been made by the Ava Board of Directors, and the contract has been fully negotiated and executed.
5. Note that California Government Code Section 4552 states in submitting a proposal, to a public purchasing body, the Proposer offers and agrees that if the proposal 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 Proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
6. Consultant(s) 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 Consultant(s) may be subject to criminal prosecution.
7. The undersigned Consultant certifies that it is, at the time of submission, 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 RFP and Consulting Services Agreement. Consultant further certifies that it is regularly engaged in the general class and type of work called for in this RFP.

RESPONSE FORMAT

1. Responses are to be straightforward, clear, concise and specific to the information requested.
2. **Objections for the form of Ava's Consulting Services Agreement:** Consultants must provide any and all specific objections to the form Consulting Services Agreement

(Attachment A) in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes.

10. REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Table of Contents**: Proposals shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.

2. **Letter of Transmittal**: Proposals shall include a description of Proposer's capabilities and approach in providing its services to Ava and provide a brief synopsis of the highlights of the Proposal (1 page).

3. **Key Personnel**: Proposals shall identify the lead contact and include a complete list of all key personnel associated with the RFP. This list must include all key personnel, and a description of their qualifications, who will provide services/training to Ava staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
   a) Team organizational chart showing the structure of the proposed team, reporting lines and how key personnel will interact with Ava staff.
   b) Key Personnel Table listing each individual, their qualifications, project role, responsibilities, and their expected Full-Time Equivalent (FTE) commitment to the project.
   c) Brief resumes of key team members clearly demonstrating relevant work experiences.

4. **Scope of Work:** Proposer shall provide a contract-ready scope of work based on Section 3 – Statement of Requirements. Proposers may submit a proposal for Scope A (Section 3.2 of this RFP), Scope B (Section 3.3 of this RFP), or both scopes. All Proposers shall include requirements outlined in Section 3.4 in the submitted scope of work. The provided scope of work shall include tasks, description of tasks, and deliverables. The scope of work shall align with the submitted costs and schedule, outlined below.

5. **Costs:** Proposer shall include proposal costs in the following manner:

a) Total cost to complete the provided scope(s) of work
    - Assume participation of 18 AHJs for both scopes A and B
b) Lump sum costs for each deliverable and/or milestone
    - Assume participation of 18 AHJs for both scopes A and B
    - For Scope A, proposer must provide baseline cost to develop software solution regardless of AHJ participation
c) Unitary costs based on AHJ participation
    - Scope A:
        i. Permit management provider integration costs (i.e. cost per integration for each permit management software provider)
        ii. AHJ engagement and onboarding costs (i.e. cost to engage each AHJ for work outlined in sections 3.2.a, 3.2.b, and 3.2.c)
    - Scope B:
        i. Engagement costs (i.e. cost to engage each AHJ for work outlined in sections 3.3.a, 3.3.b, and 3.3.c)
d) Time and materials costs associated with each task and/or deliverable/milestone, if applicable[1]

6. **Schedule:** Proposer shall include a schedule of tasks, deliverables, and major milestones necessary to complete the proposed scope of work. Completion timelines shall be provided in days or months, rather than exact dates.

7. **Overview of the Organization:**
    - Provide a brief description of Proposer's organization, include partners and subcontractors, as applicable.
    - Provide description of Proposer's qualifications, include partners and subcontractors, as applicable.
    - Provide information pertaining to Ava's Procurement Policies:
        a. Does your organization have an office located in Ava's service territory or does at least 25% of your workforce reside in Ava's service territory?
        b. Will your organization use union labor or union contractors for these services if selected?
        c. Is your organization registered as a Disabled Veteran Business Enterprise with the California Department of General Services?
        d. Is the office where work will primarily be conducted on behalf of Ava for these services be located in a Disadvantaged Community as identified by the California Environmental Protection Agency's CalEnviroScreen Tool?

[1] If submitting time and materials costs, include hourly rates for all staff and identified subcontractors.

8. **References:**
   Proposers are to provide a list of current clients. 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: company name, contact person (name and email), address, telephone number, date of services, and description of services provided. Proposers must verify the contact information for all references provided is current and valid.

   Proposers 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 Proposer'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.

ATTACHMENT A:
Ava Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") is made by and between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California ("Ava"), and the counterparty set forth above ("Consultant") as of the Effective Date. Ava and Consultant are herein referred to as "Parties" or individually as a "Party."

1. Recitals

   1.1. Ava Recitals. 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. Consultant Recitals. Consultant possesses the skill, experience, ability, background, certification and knowledge to complete the Work described in Section 3 of 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:

2. Term. The term of this Agreement begins as of the Effective Date of this Agreement ends as of the Expiration Date, unless terminated earlier pursuant to Section 8 (Termination).

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

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

   3.2. Requirements. 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. Consultant further represents and warrants that, to the best of the Consultant's knowledge upon reasonable diligence, the Consultant has not contracted to provide Data Brokerage or Extreme Vetting services to the United States Immigration and Customs Authority since January 2025. Consultant agrees not to provide such services during the Term of the Agreement. For the purposes of this provision, (i) "Data Brokerage" means (A) the collection of information, including information about consumers, from multiple sources for the purpose of reselling that information to private-sector businesses and government agencies; and (B) the aggregation of data that was collected for another purpose from that for which it is ultimately

used; and (ii) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.

3.3. Legal Compliance. Consultant and its contractors, consultants, sub-suppliers, affiliates, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subconsultants") must comply with all federal, state and local laws and regulations in performing the Work under this Agreement. Without limiting the foregoing, if work required to be performed by the Consultant is a "public work" as defined in California Labor Code Section 1720, then pursuant to the provisions of Labor Code Sections 1725.5 and 1771, the Consultant shall be registered with the Department of Industrial Relations ("DIR"), and will pay and require subcontractors to pay 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 worker needed to perform this Agreement, as established by the DIR. As of the execution of this Agreement, these rates may be obtained at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant shall provide a copy of prevailing wage rates to any staff, contractor and/or Subconsultant hired by Consultant for this Agreement and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to Ava, as a penalty, the sum of $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, is paid less than the applicable prevailing wage rates for any work done under this Agreement, by them or by any subcontractor under them, in violation of the provisions of the Agreement.

4. Consultant Staffing. Exhibit C contains a list of Consultant's principal and all team members. Consultant will not change or substitute the principal or any team members or add additional team members without consultation with Ava.

5. Subconsultants.

5.1. Approved Subconsultants. Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify Ava within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2. Subconsultant Compliance. Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, the public works requirements in Section 3.3, the insurance obligations under Section 9, the confidentiality requirements under Section 11, and the requirement to indemnify Ava as provided in Section 12.

6. Invoicing and Payment.

6.1. Time and Materials. If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to Ava 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. If requested by Ava, Consultant must include the contract number provided by Ava and the total compensation remaining on the Agreement on each monthly invoice. Notification to Ava should be provided once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) the amount of which is set forth in Exhibit E. Invoices must be submitted to Ava by the 20th of the month following the month in which Consultant performed the Work.

6.2. Milestone. 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 Ava for full payment, unless other arrangements have been made.

6.3. Markups. Ava 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 proposal, if applicable.

6.4. Payment Processing. The following are conditions on Ava's obligation to process any payments under this Agreement:

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

6.4.2. If the Consultant is not a U.S. based person or entity, the Consultant 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.

6.5. Payment. Ava agrees to pay undisputed 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. Invoices will be deemed received on the next business day following the date of receipt via electronic mail or three days after receipt via U.S. mail. Notwithstanding anything to the contrary in this Agreement or any related document, Ava shall have no obligation to remit payment for fees in excess of the NTE.

6.6. Members. 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. 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 Ava's constituent members in connection with this Agreement.

7. Records Retention and Ownership of Work Product.

   7.1. Records. 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 (3) years following termination of this Agreement.

   7.2. Ownership. Ava 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)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by Ava under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property 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. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

8. Termination.

   8.1. Upon Notice. Ava 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. For Breach. Ava may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If Ava 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 Ava.

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

   8.4. Payment. Ava will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to Ava up to the date of written notice of termination. If Ava authorizes Consultant to continue performing the Work through the date of

termination, Ava 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. Return of Work Product. Upon termination of this Agreement, and at no cost to Ava, Consultant, its Subconsultants and anyone working for Ava under control of Consultant must return all Work Product to Ava and cooperate with any subsequent consultant during any transition. Consultant may only retain copies of the Work Product by express written permission of Ava.

9. Insurance

9.1. Proof of Insurance. 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 Ava, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2. Ongoing Coverage. Consultant agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Consultant 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. Subconsultant Coverage. Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

10. No Discrimination or Conflict of Interest

10.1. Non-Discrimination. 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, national origin, or any other protected category under state or federal law.

10.2. Conflict of Interest. 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 Ava 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.

11. Confidentiality

11.1. Non-Disclosure. Except as authorized by Ava or as otherwise required by law, Consultant shall not disclose to any third party any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant

and Ava 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 Ava and wait for direction from Ava before disclosing the information.

11.2. Third Parties. For the purposes of this Section 11, "third party" 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 consultants or members of the community.

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

11.4. Public Records Act. **The Parties understand and agree that (1) this Consulting Services Agreement is subject to public disclosure under the California Public Records Act ("CPRA"); (2) a request pursuant to the CPRA may obligate Ava to disclose this Agreement, in whole or in part, to the requestor; and (3) Consultant is solely responsible for the inclusion of any information herein that Consultant may consider sensitive and should not include sensitive information within this Agreement.**

12. Indemnity

12.1. General Indemnity. Except with regard to any matter involving professional negligence, Consultant 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 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 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 Ava's use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.

12.2. Professional Negligence. With regard to any matter involving professional negligence, Consultant 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 Consultant's or Subconsultant's negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.

12.3. Exceptions. Consultant's obligations in Subsections 12.1 and 12.2 do not apply to the extent any Claim results from the negligence or willful misconduct of the Ava Indemnitees.

12.4. Indemnitees. Except as limited by Subsection 12.2, Consultant'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. Insurance. The Consultant's obligations under Section 12 apply regardless of the existence or amount of insurance the Consultant carries or has made available to Ava.

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

13. Consultant is an Independent Contractor

13.1. Relationship of the Parties. 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 Ava and must not represent or act as Ava'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 Ava employees, and expressly waives any claim it may have to any such rights.

13.2. Relationship of Subconsultants. As an independent contractor, Consultant has complete control over its 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.

13.3. Consultant shall indemnify and hold Ava harmless from any and all taxes, assessments, penalties, and interest asserted against Ava by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold Ava harmless from any failure of Consultant to comply with the applicable worker's compensation laws. Ava shall have the right to offset against the amount of any fees due to Consultant under this Agreement any

amount due to Ava from Consultant as a result of Consultant's failure to promptly pay to Ava any reimbursement or indemnification arising under this paragraph.

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 Consultant 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. Consultant 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. Notices to Ava shall be effective upon delivery to all email addresses in Ava Notice Emails, above. Any notices required to be given to Consultant 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. All notices to Consultant must be sent to the Notice Address or Notice Email(s).

14.8. Assignment. Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without

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 contain the complete understanding between Ava 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 California Government Claims Act (Government Code Section 810 et seq.), 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.

14.15. Supplier Diversity. Ava is required to report to the California Public Utilities Commission ("CPUC") 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, Consultant agrees to document and provide information to Ava regarding Consultant's status and any engagement of women, minority, disabled veteran, persons with disabilities, and LGBT owned business enterprises in its completion of the Work under this Agreement. Specifically, Consultant 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. Consultant 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.

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

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 Work 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 Work 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:

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 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

CONSULTANT STAFFING

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

Exhibit D

SUBCONSULTANTS

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

For the purposes of Section 6.1 (Time and Materials), 80% of the total compensation under this agreement (see NTE on page 1) is [$$$$]

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.

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 the Work 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 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 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 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, Consultant must

either reduce or eliminate the deductibles or self-insured retentions with respect to Ava, 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 of this Agreement. 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 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 thirty (30) days' prior written notice to Ava. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two (2) 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 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, 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 Consultant's expense, the premium thereon. Consultant 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 Consultant.

I. Evidence of Insurance. Prior to the performance of the Work under this Agreement, Consultant 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 Consultant must provide complete, certified copies of all required insurance policies to Ava Consultant must maintain current endorsements on file with Ava. Consultant 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. Consultant must furnish such proof at least two (2) 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 Ava 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.

ATTACHMENT B:
Common Permit Management Software Providers

The following permit management software providers commonly serve AHJs across the Bay Area and throughout California. Depending on participating AHJs, this list may vary.

- Accela
- CentralSquare
- MaintStar
- Cloudpermit
- Tyler Technologies
- Granicus
- OpenGov