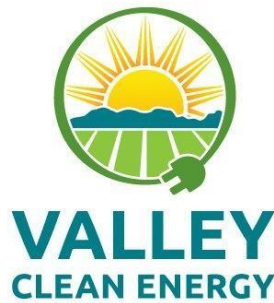


Valley Clean Energy Alliance
604 2nd Street, Davis, California 95616
Phone: (530) 446-2750



**REQUEST FOR PROPOSALS
FOR
BANKING SERVICES**

BID PROPOSALS ARE DUE:
September 25, 2026 BY 4:00 P.M. (Pacific Daylight Time)
Proposals must be emailed in PDF form to Procurement@ValleyCleanEnergy.org with any suggested redlines to VCE's Sample Agreement.

Valley Clean Energy Alliance is a Joint Powers Agency consisting of the City of Davis, the City of Woodland, the City of Winters, and the County of Yolo.

Scope of Services

BANKING SERVICES

I. BACKGROUND

Valley Clean Energy (VCE) is a Community Choice Aggregator (CCA) that serves electricity customers in the cities of Woodland, Davis, Winters, and the unincorporated areas of Yolo County. VCE offers choice in the electric utility market; empowers local control of electricity procurement decisions; reduces the carbon footprint associated with electricity service; and helps support the growth of local energy projects.

VCE is governed by an eight-member Board of Directors, two each from the Woodland City Council, Davis City Council, Winters City Council, and the Yolo County Board of Supervisors. As a community-governed entity, VCE gives customers access to the people who make the rate and service decisions: supervisors and council members whom they already know.

The Board is advised by its eleven-member Community Advisory Committee.

VCE manages an annual operating budget of \$60-\$100 million in revenue and currently operates with a workforce of approximately eight (8) full-time employees and three (3) part-time employees, supplemented by specialized service providers and strategic operational partners. Our organization works in a hybrid environment, using dual authentication and Microsoft 365 for most software needs. VCE is currently planning to transition to a cloud-based Enterprise Resource Planning (ERP) System.

To support continued organizational growth and strengthen financial planning, reporting, cash flow, and operational efficiency, VCE seeks responses to this Request for Proposals ("RFP") from qualified Banking Institutions ("Bank") to provide commercial operating banking services and lines of credit. VCE maintains a commercial banking and investment relationship with one primary depository institution. VCE's current bank account structure includes one checking and one zero-balance lockbox "revenue deposit" account. VCE does not have any active agreement(s) in place that allow for the lockbox services to be activated. VCE's combined line of credit includes a cash facility up to 7,000,000 and/or a letter of credit facility of \$11,000,000. VCE's 2025 audited financials can be found [here](#). VCE has never used the cash facility and has minimal activity (Less than \$500K) for letters of credit.

Given VCE's growth and financial strength, VCE has determined that reviewing the services offered by qualifying institutions for our primary commercial banking relationship is appropriate at this time. VCE's current banking services contract is valid through April 2027. Proposed timelines should allow at least 60 days to transition into banking activities. VCE is simultaneously issuing an RFP for investment services for portfolio investments potentially

covering a 1-5-year maturity. VCE intends to evaluate liquidity pools in addition to banking services for 0–1 year liquidity requirements.

The objectives of this project include:

- **Support the Safety and Security of Treasury Operations** - Provide secure, reliable, and cost-effective banking services that support VCE's daily cash management, disbursement, deposit, and investment activities.
- **Improve Cash Visibility and Liquidity Management** - Provide timely access to cash balances, transaction activity, forecasts, and reporting tools that enable VCE to effectively manage liquidity and make informed financial decisions.
- **Effectiveness and Earnings** - Maximize the effectiveness of VCE's treasury operations by optimizing earnings on available cash balances while maintaining liquidity, safeguarding public funds, enhancing cash visibility, and minimizing overall banking costs
- **Enhance Automation and Reduce Manual Processes** - Implement banking services that support automated payment processing, electronic funds transfers, positive pay, ACH transactions, wire transfers, bank reconciliations, and integration with VCE's financial systems and future ERP platform.
- **Strengthen Security and Fraud Prevention** - Provide industry-leading security controls, fraud detection tools, positive pay services, multi-factor authentication, user controls, and cybersecurity protections that minimize financial and operational risk.
- **Support Integration and Reporting** - Provide banking platforms capable of integrating with VCE's current and future financial systems, while delivering robust online reporting, electronic statements, account reconciliation files, and business intelligence capabilities.
- **Support Third-Party Operational Relationships** - Facilitate efficient banking and payment processes associated with VCE's operational partners, including PG&E, SMUD, The Energy Authority, consultants, power suppliers, and other service providers.
- **Support Organizational Growth** - Provide scalable banking services that can accommodate future growth in revenues, transaction volumes, operating

complexity, and treasury management requirements without significant changes to the underlying banking relationship

II. DETAILED SCOPE OF SERVICES

Given VCE's annual operating budget between \$60-\$100 million in revenue and its relatively lean staff of eight (8) full-time employees and three (3) part-time employees, respondents should tailor their recommendations to the size, complexity, and operational needs of the organization.

Proposers should identify solutions and implementation approaches appropriately scaled for a public agency of VCE's size, while providing sufficient flexibility to support future growth and operational expansion.

The bank shall provide all necessary banking services to support VCE's daily financial operations. Services include, but are not limited to, the following categories:

General Requirements

- Provide full-service commercial banking operations, including deposits, disbursements, and account reconciliation.
- Offer electronic fraud protection, dual authentication, and payee positive pay.
- Provide a secure online portal for reporting, wire initiation, and ACH management.
- Demonstrate knowledge and experience working with EDI transmission files.
- Ensure all services comply with applicable public fund depository and data security regulations.
- If the bank does not have a physical branch in proximity, please specify how services that might normally be handled in-branch would be accommodated.
- Lines of credit up to \$15M for cash and letters of credit

Deposit Services

- Primary deposits will be received via ACH and EDI transmission files from Pacific Gas and Electric Company daily.
- Process ACH and wire deposits efficiently with same-day credit.
- Remote capture capabilities for checks.
- Provide online access to deposit activity, including images and reconciliation data.
- Provide lockbox or secured deposit account options if requested.
- Offer daily electronic deposit reporting and alerts.

Disbursement Services

- VCE processes 100 - 150 disbursements each month, primarily through ACH and wires.
- Payee positive pay services.

- Online stop payment requests.
- Electronic images of cleared checks (front and back).
- Weekly transmission of accounts payable data for verification.
- Ability to support bill.com and/or other payable services.

Electronic Transfer of Funds

- Capability to initiate and receive ACH transactions and wire transfers.
- Dual authorization for all outgoing wires.
- Templates for recurring transactions.
- ACH debit blocking and filtering capabilities.
- Secure online approval workflows for transfers.

Reporting

- Daily reporting of ledger and available balances, with next-day transaction summaries.
- Monthly account analysis statements by the 10th calendar day of the following month.
- Access for multiple authorized users with configurable permission levels.
- Downloadable files compatible with Excel and accounting software.
- Archived check and transaction images available for a minimum of seven years.

Bank Balances and Collateralization

- Balances will be used to offset service fees and bank charges.
- All VCE accounts must be interest-bearing and 110% collateralized at all times.
- VCE shall not be required to maintain a minimum balance.
- Provide detailed descriptions of any sweep or compensating balance options.

Other

- Provide relevant information on any other products and services that VCE might find useful, such as revolving credit facilities (pricing and amounts), letters of credit, and corporate card programs.
- These products and services will be considered optional additional services that will be at the option of VCE.
- The bank should be prepared to provide initial proposals to include such services, but the awarding of such services is not guaranteed.

III. BIDDER QUALIFICATIONS

All banks that respond to the RFP for the general banking services shall meet the following minimum qualifications:

1. Be a qualified depository for public funds as defined in Section 53630 of the California Government Code.
2. Be sufficiently capitalized in accordance with Section 53638 of the California Government Code.
3. Be a Federal or State of California Chartered Financial Institution.
4. Have access to all Federal Reserve System services.
5. Have access to the Automated Clearing House system.
6. Conform to all applicable rules of the National Automated Clearinghouse Association (NACHA) and Uniform Commercial Code Article 4A (UCC4A).
7. Be insured by the Federal Deposit Insurance Corporation (FDIC).
8. Have sufficient collateralized balances to comply with Sections 53651 and 53652 of the California Government Code.
9. Comply with Section 53635.2 of the California Government Code in regards to serving the credit needs of California communities.
10. Submit a copy of:
 - Call report for prior period
 - Rating agency rating (Veribanc, Highline, etc.)
 - Community Reinvestment Act (CRA) rating
11. Have previous experience with government institution as clients preferably with large California Counties, Cities or comparable agencies. Please provide a minimum of 3 References that are similar in scope, complexity, and organizational environment to the services requested by VCE. Preference may be given to banks with public-sector, utility, energy, or CCA experience.

IV. PROPOSAL EVALUATION CRITERIA

1. VCE will establish a Selection Panel (Panel) including representatives from the VCE Staff, VCE Strategic Partners, and consultants. The Panel will evaluate received proposals based on the information submitted according to the proposal evaluation criteria below.
2. Based on the proposals and interviews, the Panel will rank each bank and recommend that the Board of Directors enter into a contract with the top-ranked bank. The Chief Executive Officer/Board of Directors have final approval authority to enter into a contract with the selected bank.

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

Item	Criteria Description	Weighting
1	Mandatory Minimum Requirements*	Pass/Fail

2	Experience and Qualifications • Experience and qualifications • Experience with CCAs or similar public entities • Financial strength and capitalization of the bank • Alignment with VCE's mission and values, including sustainability commitments	25%
3	Implementation Approach and Technical Solution • Ability to provide required services • Reliability and quality of customer service • Security and fraud prevention capabilities • Implementation plan and transition approach	25%
4	Analytics, Reporting, and Future ERP Strategy • Online banking capabilities • Reporting and dashboard functionality • Cash visibility and liquidity management tools • Data integration capabilities • Treasury management and earnings optimization services	25%
5	Cost Proposal and Commercial Terms** • Banking fees and pricing structure • Earnings credit rates, investment and sweep options • Cost effectiveness and overall value provided to VCE	25%
	Total	100%

Note: More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by VCE to be unfair or unreasonable, VCE reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal. VCE also reserves the right to reject any or all proposals and not select any responder to this RFP.

* Proposal must achieve a Passing score on Evaluation Criteria 1 listed above to be declared responsible.

** Non-compliance may result in VCE's rejection of the Proposer's proposal.

V. PROPOSAL SUBMITTAL REQUIREMENTS

If you or your bank is interested in the opportunity to work with VCE, please provide an electronic copy of the following information:

1. Executive Summary with a brief description of the company, including number of years in business, email and website addresses, principals with the bank, types of work performed, and number of employees (no more than three pages).
2. Summary aligned with the “Detailed Scope of Services,” including experience and qualifications, specializations, proposed approach and project timeline, technical solutions, availability, and contact information for key personnel and proposed lead advisor (up to 10 pages plus collateral examples). Preference given to governmental banking support staff.
3. Cost Proposal including banking costs, implementation services costs, earnings credit rates, training costs, investment and sweep options, and any optional services not mentioned that support banking services.
4. Information on any previous experience or services provided, including CCA, County, City, special district, list of past or present clients, etc.
5. List of clients you currently represent could cause a conflict of interest with your responsibilities as consultant to VCE. Describe how you would be willing to resolve these or any future conflicts of interest.
6. If your bank or you have filed any litigation in the past five years, please describe the case(s).
7. Other factors or special considerations you feel would influence the selection of you or your bank.
8. List of three (3) current references and contact information.

VI. MISCELLANEOUS

1. Additional Information

This Scope of Services may be revised upon mutual agreement between the Contractor and the VCE Contract Manager.

2. Ownership of Work Products

All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this advisory effort shall be the property of VCE and shall not be shared with other entities without written permission from VCE staff.

3. Project Schedule

VCE anticipates that the process for selecting and awarding the contract will follow the following tentative schedule and is subject to change.

Event	Completion Date
1. Issue RFP	August 21, 2026
2. Deadline for Written Questions	September 4, 2026
3. Responses to Questions Issued	September 11, 2026

4. Proposal Due Date	September 25, 2026, by 4:00 PM PDT
5. Proposal Evaluation	October 2, 2026
6. Interviews / Demonstrations	Week of October 9, 2026
7. Selection Committee Recommendation	October 16, 2026
8. Board Award	November 12, 2026

VII. INSTRUCTIONS TO PROPOSERS

1. Time and Manner of Submission

The Proposal shall be submitted electronically to and received by VCE no later than 4:00 P.M. PDT on September 25, 2026.

Submit to:

Email: procurement@ValleyCleanEnergy.org

Use the subject line: "2026-VCE-BANK"

- Each Proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the Proposal shall be typed or printed below the signature.
- All proposals submitted become the property of VCE.

2. Explanations to Proposers

All requests, questions, or other communications regarding this RFP shall be made in writing to VCE via email, including 2026-VCE-BANK in the subject line. VCE will distribute questions and the answers to all potential proposers.

Email: procurement@ValleyCleanEnergy.org

Any oral interpretation of the Request will not bind VCE for Proposal, which may be made by any of its representatives or employees unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by VCE prior to the Request for Proposal due date.

4. Revisions and Supplements

Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal, an addendum will be provided.

5. Proposal Evaluation and Selection Process

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

VCE may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on VCE's review of the proposals received, VCE will select a "shortlisted" group of Proposers. The "short listed" banks will be required to make verbal presentations and demonstrations of their software and qualifications to VCE. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer as solely determined by VCE, after price and other factors have been considered, provided that the Proposal is reasonable and is in the best interests of VCE to accept it.

The right is reserved, as the interest of VCE may require, to reject any or all proposals and to waive any irregularity in the proposals received. VCE will post a "Notification of Intent to Award" and "Evaluation Summary" of the Proposals received and evaluated on the VCE Bid Website in the Bid Results category (or any successor VCE web portal) at least five (5) business days prior to awarding the contract. After the "Notification of Intent to Award" and the "Evaluation Summary" are posted, any unsuccessful Proposers may request the reason(s) their Proposal was not selected. In the event a Proposer elects to protest VCE's selection, the protest must be submitted in writing to VCE within five (5) business days of the posting of the "Notification of Intent to Award" and "Evaluation Summary."

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to VCE the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. VCE will not issue the Notice to Proceed until VCE has received all the above required documents.

6. Duration of Contract

This contract shall be for approximately a 3-year period with two two-year optional extensions, subject to approval by VCE's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The budget is subject to the approval of VCE's Board of Directors.

7. Qualifications of Proposers

VCE expressly reserves the right to reject any proposal if it determines, in VCE's sole opinion, that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed, justifies such rejection.

8. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to VCE.

9. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

10. Manner and Time of Payment

Billing shall be submitted monthly. The Proposer will also be required to submit (concurrently) a monthly report showing the project status describing the current status of each task, an updated schedule, and significant project issues.

11. Subcontractors

The Proposers must describe the areas they anticipate subcontracting to specialty banks in their proposals. Identify the banks and explain how Proposer will manage these subcontracts.

Proposers will pay subcontractors in a timely manner.

Nothing contained in the contract shall create any contractual relationship between any subcontractor and VCE.

12. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the “Act,” Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask VCE to withhold as exempt under the Act. Any information contained in a Proposer’s submission that the Proposer believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of the first submission of the Proposer’s response to this RFP. A failure to identify information contained in a Proposer’s submission to this RFP as “proprietary” or “confidential” shall constitute a waiver of Proposer’s right to object to the release of such information upon request under the Act. VCE favors full and open disclosure of all such records. VCE will not expend public funds defending claims for access to, an inspection of, or to be provided copies of any such records.

13. Contract

VCE’s standard contract is included in the Sample Contract section of this Request for Proposal. VCE may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

14. General Order 156 (GO 156)

GO 156 is a California Public Utilities Commission (CPUC) ruling requiring utilities to procure a percentage of their contracts with majority women-owned, minority-owned, disabled veteran-owned and/or LGBT-owned business enterprises in all categories. Qualified businesses can become GO 156 Certified through the CPUC and are then added to the GO 156 Clearinghouse database. The CPUC Clearinghouse is found here: www.thesupplierclearinghouse.com. VCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises. Consistent with these requirements, Contractor agrees to provide information to VCE regarding Contractor’s status.

Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver VCE’s Supplier Diversity Survey. Because VCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey, or a similar survey, at the reasonable request of VCE, and to otherwise reasonably cooperate with VCE to provide the information described above. The

contractor shall provide all such information in the timeframe reasonably requested by VCE.

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ATTACHMENT A - SAMPLE CONTRACT

A SAMPLE CONTRACT IS ATTACHED HERETO.

AGREEMENT BETWEEN THE VALLEY CLEAN ENERGY ALLIANCE AND
CLICK TO ENTER CONSULTANT'S NAME
FOR
CLICK TO ENTER SERVICES THAT WILL BE PROVIDED

THIS AGREEMENT, is entered into this [Click here to enter DAY.](#) day of [ENTER MONTH., ENTER YEAR.,](#) by and between the VALLEY CLEAN ENERGY ALLIANCE, a Joint Powers Authority organized and operating under the laws of the State of California, with its principal place of business at 604 Second Street, Davis, California, 95616 ("VCE"), and [Click here to enter Consultant's name.,](#) a [Click here to enter entity type \(California corporation, partnership, etc.\).](#) whose address is [Click here to enter address.](#) (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS:

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

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

C. VCE and Consultant desire to enter into an agreement for [Click here to enter a description of work to be performed.](#) upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

6. **TERM**

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

7. **SERVICES TO BE PERFORMED**

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

8. **COMPENSATION TO CONSULTANT**

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

9. **TIME IS OF THE ESSENCE**

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

10. **STANDARD OF CARE**

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

11. **INDEPENDENT PARTIES**

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

12. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF VCE**

VCE is organized as a Joint Powers VCE in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. VCE shall

solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of VCE's constituent members in connection with this Agreement.

13. **NON-DISCRIMINATION**

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

14. **HOLD HARMLESS AND INDEMNIFICATION**

A. General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify VCE and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those VCE agents serving as independent contractors in the role of VCE officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. Such costs and expenses shall include reasonable attorneys' fees of counsel of VCE's choice, expert fees and all other costs and fees of litigation.

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

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

10. **INSURANCE**

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

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

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

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

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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

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

11. **CONFLICT OF INTEREST**

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the VCE Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff VCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

14. **REPORTS**

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

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

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

D. All Reports shall also be provided in electronic format, both in the original file

format (e.g., Microsoft Word) and in PDF format.

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

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

15. **RECORDS**

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

16. **PARTY REPRESENTATIVES**

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

17. **INFORMATION AND DOCUMENTS**

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

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

C. In the event VCE gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to VCE, isolate and preserve all such data pending receipt of further direction from VCE.

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

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and VCE's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO VCE:

Valley Clean Energy Alliance
604 Second Street
Davis, CA 95616
Attention: Executive Officer

TO CONSULTANT:

[Click here to enter consultant name.](#)
[Click here to enter company name.](#)
[Click here to enter street number and street name.](#)
[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be determined by VCE but shall be not less than 10 days) and according to the requirements set forth in VCE's written notice of default, and in addition to any other remedy available to VCE by law,

the VCE Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The VCE Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

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

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. VCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

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

21. **CONFLICT OF LAW**

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

22. **ADVERTISEMENT**

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

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both VCE and Consultant.

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

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

27. **CAPTIONS AND TERMS**

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

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

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

29. **EXHIBITS**

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

30. **FORCE MAJEURE**

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

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

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

32. **ATTORNEY FEES**

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

33. **SEVERABILITY**

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

34. **SUCCESSORS AND ASSIGNS**

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

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

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

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

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

37. **DRAFTING PARTY**

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

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

RECOMMENDED FOR APPROVAL

Enter Your Name

Enter Your Title

CONSULTANT NAME

Enter Consultant's Name

VALLEY CLEAN ENERGY ALLIANCE

A Joint Powers Authority

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Mitch Sears

Title: Executive Officer

Date: _____

APPROVED AS TO FORM:

Counsel for VCE

ATTEST:

VCE Board Secretary/Clerk

Exhibit A
Scope of Services

Click here to enter text.

SAMPLE

Exhibit B
Schedule of Performance

[Click here to enter text.](#)

This schedule may be modified with the written approval of VCE.

Task	Begin	Complete
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit C
Compensation

VCE shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of **Click here to enter dollar amount in words.** dollars (**Click here to enter dollar amount in numerals.**), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to VCE unless previously approved in writing by VCE.

Task	Estimated Budget
1.	\$ XX,000
2.	\$ XX,000
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total	

Rates

Personnel	Title	Hourly

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to VCE describing the services performed and the applicable charges (including a summary of the work

performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). VCE shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. VCE does not pay interest on past due amounts.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by VCE. In no event shall reimbursable expenses collectively exceed the total sum of _____ (\$_____).

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from VCE Representative prior to commencement of any additional services. Consultant shall submit, at the VCE Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

[Review insurance coverage and amounts to confirm they are appropriate for each scope of service]

Exhibit D
Insurance Requirements and Proof of Insurance

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.
- (5) **Privacy and Cybersecurity Liability** **[May be reduced or eliminated based on scope of services]**

Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least \$5,000,000 US per occurrence.