

**Request for Proposals for**

**2019 New Electric Vehicle Dealer Incentive Program**

**Offers due August 1, 2019 at 5:00 pm Pacific Time**

# Request Summary

Peninsula Clean Energy (PCE) is seeking qualified San Mateo County dealerships (hereafter, Provider(s)) selling or leasing new battery electric vehicles (EVs) and plug-in hybrid electric vehicle (PHEVs) to partner with their respective original equipment manufacturer (OEM) and submit proposals for PCE’s 2019 time-limited New EV Dealer Incentive Program. The purpose of the program is to facilitate large-volume dealer and manufacturer discounts on EVs or PHEVs for San Mateo County residents (Participants). Providers must offer discounts to all Participants throughout the duration of the program. PCE will support Providers with a direct incentive of $250 per vehicle and allocation of significant marketing funds. PCE will also provide an incentive to each Participant that purchases or leases a vehicle from one of the selected Providers, $700 for PHEVs and $1,200 for BEVs.

# PCE and Program Overview

Peninsula Clean Energy is San Mateo County’s official electricity provider. PCE is a public not-for-profit public agency, consisting of the County of San Mateo and all twenty of its cities. PCE provides San Mateo County residents and businesses cleaner electricity at lower rates. Peninsula Clean Energy programs include advancing the adoption of electric vehicles and transitioning building fossil fuel uses to low-carbon electricity. For more information on PCE, please go to [www.peninsulacleanenergy.com](http://www.peninsulacleanenergy.com).

PCE ran the New EV Dealer Incentive Program for the for the first time in 2018. The program partnered with three local dealerships to offer discounts on five EV models. PCE provided a $1,000 incentive to consumers at the time of sale/lease and a $250 incentive to the participating dealership per vehicle sold/leased. The program included significant marketing from PCE including direct mail, email outreach, online ads, and print ads, as well as outreach through EV test drive events. The promotion ran from October 1 through December 31 of 2018 and resulted in 120 vehicles sold or leased. PCE intends to repeat the New EV Dealer Incentive Program again in Q4 2019 (“Program Period”).

# RFP Schedule & Program Period

The following dates are significant for this RFP and Program Period. PCE reserves the right to change these dates.

* RFP Issued: June 11, 2019
* Proposals Due: August 1, 2019 by 5:00 pm
* Select and notify selected Provider(s): August 7, 2019
* Finalize and execute contracts with selected Provider(s): August 30, 2019
* Provider(s) participate in required webinar training: September 9 through September 27, 2019 (specific dates TBD)

The anticipated start of the Program Period is October 1, 2019 with an end date of December 31, 2019.

# Provider Minimum Requirements

Proposals must meet these minimum requirements:

**4.1 Providers:**

* Provider must be a Peninsula Clean Energy customer
* Provider must be licensed, and in good standing, to do business in the State of California
  + Must provide business license numbers
* Provider must partner with manufacturer to provide a dealer and manufacturer vehicle discount for the duration of Program Period (e.g., $500 cash bonus at time of signing, discounted charging station, etc.)
* Provider must abide by program rules
* Provider must agree to the terms of the Contract

**4.2 Vehicles:**

* Plug-in Hybrid Electric Vehicles (PHEVs) must have a battery-only range of at least 25 miles on a full charge
  + “Range Extender” vehicles are considered PHEVs
* Full Battery EVs (BEV) of all ranges accepted
* All model years of new vehicles in inventory during the time of the program must be included

All Providers must adhere to the minimum qualifications set forth here; any Provider not meeting minimum qualifications will not be considered.

# Proposal Submittal

Proposers must complete and submit Proposal Submission Form on or before the above deadline. To submit the Form via email, Proposers must complete the following documents and email it to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com) with the subject “Proposal - <Dealership Name> New EV Dealer Incentive Program RFP.”

* Attachment A
  1. Organization description & qualifications
  2. Proposed vehicle(s) details and discounts (dealer and OEM).
* Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Agreement Terms)

# Review and Selection Process

PCE intends to select multiple Providers offering BEVs and PHEVs for participation in this program. However, only one Provider per OEM will be selected.

PCE staff will evaluate the submitted proposals based on the following criteria. Note that there is no value or ranking implied in the order of this list:

* Provider and vehicles must meet the minimum requirements outlined in Section 6
* Amount(s) of discount(s) or incentive(s) proposed
* Demonstrated ability to provide Participants discounts and deliver EVs during the program period and perform the services described
* Experience and expertise in the San Mateo County EV market
* Willingness to accept PCE’s contract in its current form without exception

Each selected Provider will be required to enter into an agreement with PCE, under which the selected company agrees to participate in the program under the terms set forth in the Contract.

# Provider Responsibilities

The selected Providers will be required to comply with the following tasks.

* 1. **Training Tasks**

# To ensure that Provider’s staff are trained to participate in the program, Provider must select a minimum of three (3) sales persons to attend a live webinar training. Two (2) live webinars will be offered during the three weeks prior to the Program Period. Exact dates and times are to be determined. The webinars are anticipated to take between thirty minutes to an hour. One (1) webinar will be recorded for staff to reference.

* 1. **Administrative Tasks**

Provider must select a designated point of contact through the Program Period. Designated point of contact will:

* Participate in weekly phone calls or email communications with PCE to provide status updates and pertinent information
* Communicate any inventory changes (e.g. if sold out of models and trims) and changes to the manufacturer discounts as soon as they occur
* Participate in an exit interview and provide feedback on the Program via an online survey, as requested
  1. **Marketing & Communication Tasks**
* Provide accurate information about the program and the associated discounts and incentives
* Attend up to 2 PCE-sponsored EV Test Drive Events (no more than 5 hours each) with dealership-provided vehicles for participant test drives as requested
* Participate in media events and interviews as requested
* Coordinate co-marketing activities for the PCE New EV Dealer Incentive Program with PCE, including obtaining prior PCE approval for all advertising that references the PCE New EV Dealer Incentive Program

# Incentive Management Tasks

* In addition to the dealer and manufacturer discounts, PCE will provide an incentive of $700 for PHEVs and $1,200 for BEVs to Participants through the Provider. PCE will reimburse Providers for the Participant incentive and provide the additional $250/vehicle dealer incentive payments.
* Provider must prepare an individual quote for each Participant that reflects the promised discounts and incentives and takes into consideration individual Participant preferences. The discounts and incentive should be taken off the MSRP *before* sales tax.
* Providers must fill out an Incentive Breakdown Sheet (to be provided) showing that all promised discounts/incentives from dealer, manufacturer, and PCE were applied to the purchase or lease price.

# Documentation & Reporting Tasks

To receive the dealer incentive, Provider must verify Participants are San Mateo

County residents, place PCE provided license plate frames in the front and rear of the

vehicle and must submit via email the following documentation to PCE or its third-party

contractor for approval within 45 days from date of vehicle purchase. Failure to provide the following documents and incentives as stated outlined below may result in a decreased dealer incentive.

1. Copy of sales/lease agreement
2. Copy of dealer vehicle invoice/due bill
3. Incentive Breakdown Sheet (to be provided)
4. Copy of proof of participant residency in San Mateo County such as California Driver’s License or other proof of residency accepted for state IDs[[1]](#footnote-1)
5. Copy of proof of vehicle registration in San Mateo County
6. Participant signed PCE disclosure consent form (to be provided)
7. Participant survey (to be provided)
8. Photo of Participant, if photo disclosure is approved, with their vehicle and back license plate frame in clear view. If photo disclosure is not provided by the participant, then the dealer must submit photos showing the vehicle and back license frame without the participant.

Once documentation is approved, PCE or its third-party consultant will reimburse the PCE dealer and Participant incentive to Providers via ACH transfer approximately every two weeks.

# Contract Terms

A sample of the Contract is included as Attachment B. Providers must be willing to provide the required insurance and accept the terms of this sample agreement.

Proposals submitted shall include a statement that (i) the Provider has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the Provider except as noted specifically in the statement.

A Provider taking exception to any part of the sample agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the Proposal. Failure to address exceptions to the sample agreement in your statement will be construed as acceptance of all terms and conditions contained therein. No negotiation over Contract provisions will be permitted unless the provisions were objected to when the Proposal was submitted.

# PCE Obligations

PCE is not obligated to respond to any offer submitted as part of the RFP. All parties acknowledge that PCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 et seq. PCE acknowledges that another party may submit information to PCE that the other party considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255) (“Confidential Information”). Any such other party acknowledges that PCE may submit to the other party Confidential Information. Upon request or demand of any third person or entity not a party to this RFP ("Requestor") for production, inspection and/or copying of information designated as Confidential Information by a party disclosing such information (“Disclosing Party”), the party receiving such information (“Receiving Party”), as soon as practical but within three (3) business days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address or email address listed on the cover page of the RFP. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

ATTACHMENT A:

PROPOSAL FOR PENINSULA CLEAN ENERGY’S

NEW ELECTRIC VEHICLE DEALER INCENTIVE PROGRAM

**Provider Description & Qualifications:**

Provider Name:

Primary Point of Contact Name: Email:

Phone Number: Cell Phone (if different):

*Use the back side of this form to specify the discounts your dealership will offer for the promotion.*

## Provider Size:

Number of employees: Number of sales persons:

Other relevant Provider size information (if any):

## Describe your dealership’s experience, particularly in the EV space:

Comment on your preferred marketing channels and what kind of co-marketing you would like to do with PCE.

Any other features you can bring to the promotion program:

Primary contact for marketing and communications:

Name: Email:

Phone Number: Cell Phone (if different):

**Proposed Vehicle(s)**

Complete one per vehicle per model year.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Make |  | | | | |
| Model |  | | | | |
| Year |  | | | | |
| Trim |  |  |  |  |  |
| All-electric miles |  |  |  |  |  |
| MSRP |  |  |  |  |  |
| **Dealer Purchase** Discount |  |  |  |  |  |
| **Manufacturer Purchase** Discount |  |  |  |  |  |
| **Dealer Lease** Discount |  |  |  |  |  |
| **Manufacturer Lease** Discount |  |  |  |  |  |
| Additional Incentives or Benefits (If Any) |  |  |  |  |  |

**Please Note:**

* The MSRP should be for the base model and must be inclusive of destination charges.
* The purchase incentive or discount amount shall not include any state and federal tax credits for which the Participant may qualify, and the lease incentive or discount amount shall be in addition to any tax credits available to the manufacturer or dealer that are credited to a purchaser as a part of the lease arrangement.
* All model years of new vehicles expected to be in inventory during the time of the promotion (Oct-Dec) must be included. That is, if you expect to have both 2019 and 2020 models during this time, please include both.
* The dealer discounts must remain the same throughout the time of the promotion. PCE understands manufacturer discounts change and can update those as needed.

**Submission**

Proposals must be submitted by 5:00 p.m. PDT on August 1, 2019. Proposals must be emailed to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com) with the subject line: “Proposal - <Dealership> New EV Dealer Incentive Program RFP.”

PCE reserves the right to reject any Proposal received after this due date. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date.

*Select one:*

□ I have reviewed the sample agreement included with the Request for Proposals and will agree to the terms contained therein if selected.

□ I have reviewed the sample agreement included with the Request for Proposals and all terms and conditions are acceptable, except as noted specifically in the contract, attached.

I hereby agree that I have read the *Request for Proposals for New Electric Vehicle Dealer Incentive Program* issued on June 11, 2019, and agree the above information is valid and accurate. By submitting this form, I consent that it constitutes a formal proposal submission for consideration for the program. PCE expressly reserves the right at any time to waive or correct any defect or informality in any response, submittal, or submittal procedure; reject any or all submittals; re-issue an RFP or change deadline dates; and, prior to the submission deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the submittals. I agree that all submittals shall be deemed public records, which are ordinarily subject to disclosure upon request under the California Public Records Act. I agree that PCE shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in submitting this proposal. I agree that PCE reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of PCE. By submitting a proposal in response to this RFP, I hereby waive all rights to seek any legal remedies regarding any aspect of this RFP, PCE’s selection of a Provider, and PCE’s rejection of any and all submittals.

**First & Last Name, Title:**

**Signature: Date:**

ATTACHMENT A:

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND [PROVIDER NAME], DOING BUSINESS AS [PROVIDER SECONDARY NAME]

RELATING TO

THE NEW ELECTRIC VEHICLE DEALER INCENTIVE PROGRAM

This agreement is made by and between the Peninsula Clean Energy Authority, a California joint powers authority (“PCEA”), and [PROVIDER NAME], doing business as [PROVIDER SECONDARY NAME], a [TYPE OF ENTITY] (hereinafter “Provider”) with reference to the following facts:

1. PCEA’s New Electric Vehicle Dealer Incentive Program has been developed to provide incentives and infrastructure to facilitate the adoption of electric vehicles for residents of San Mateo County, in order to reduce greenhouse gas emissions and reduce transportation costs;
2. As part of the PCEA New Electric Vehicle Dealer Incentive Program, PCEA issued a Request for Proposals for electric vehicle manufacturers and dealers to participate in a time-limited, discounted electric vehicle group discount program (the “Program”);
3. Provider responded to the request and was selected by PCEA as one of the Providers to participate in the Program. This agreement reflects the respective obligations of the parties with respect to the Program.

Therefore, in consideration of the foregoing and the mutual promises made below, PCEA and Provider hereby agree as follows:

1. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the date of execution through March 1, 2020.

1. **Program Period**

During the period between October 1, 2019 and December 31, 2019 (the “Program Period”), Provider shall make available to all customers the electric vehicle models listed on Exhibit A at the discount(s) as set forth on Exhibit A. For purchase transactions, Provider shall not sell any electric vehicle listed on Exhibit A at a price greater than the manufacturer’s suggested retail price for such vehicle (taking into account all add-on packages or equipment) less the amount of the discount listed on Exhibit A. For lease transactions, the monthly lease payment shall reflect a sales price no greater than that described in the preceding sentence less the amount of the discount listed on Exhibit A, and the term of the lease must be at least 30 months. Provider may grant additional discounts to customers if negotiated by the customer and Provider. Provider shall include an additional discount of $700.00 for plug-in hybrid electric vehicles (PHEVs) and $1,200 for full battery electric vehicles (BEVs) per qualifying vehicle sale or lease pursuant to the Agreement. After provision of appropriate documentation by Provider to PCEA, as described in Section 3, the $700 or $1,200 customer discount shall be refunded to Provider by PCEA.

1. **Payments**

In consideration of the services provided by Provider in accordance with all terms, conditions, and specifications set forth in this Agreement, PCEA shall make payments to Provider of $950 per PHEV or $1,450 per BEVs for every sale or lease verified to comply with the terms defined in this agreement including:

* 1. vehicle range and itemized discounts provided, including PCEA customer discount
  2. buyer residency in San Mateo County,
  3. placement of the PCEA provided license plate frame on the front and rear license of the vehicle,
  4. that the transaction was during the Program Period,
  5. and that documentation was provided as specified under Item 6 below.

These payments shall not exceed $250,000 in the contract term.

1. **Vehicle Provided and Purchase Terms**
   1. Provider makes the following representations and warranties with respect to all vehicles listed on Exhibit A:
      1. If the vehicle is a plug-in hybrid, that the minimum all-electric range of the vehicle on a maximum charge is 25 miles as defined by the EPA's Fuel Economy and Environment Label regulations.
   2. Provider shall provide to customers such other services relating to vehicles sold under the Program as are set forth in Exhibit B.
2. **Purchase Terms Modifications by OEM**

PCEA understands that OEM discounts may vary from month to month. Provider will be allowed to adjust the Manufacturer's discount as listed in Exhibit A to reflect this variation provided that (a) Provider submits notice of change to PCEA within 48 hours of change from OEM, (b) proof of the variation is provided directly to PCEA by the OEM, (c) Provider will implement both increases and decreases in the OEM discount and (d) upon PCEA's request, Provider will consider increasing the Provider's discount to account for any significant reduction in the OEM discount.

1. **Documentation**

To verify compliance with the requirements above, for each transaction during the Program Period involving the sale of an electric vehicle listed on Exhibit A, Provider shall provide PCEA with a copy of the following documentation to verify that the incentives described above were provided to the customer:

1. Copy of sales/lease agreement
2. Copy of dealer vehicle invoice/due bill
3. Incentive Breakdown Sheet (to be provided)
4. Copy of proof of participant residency in San Mateo County such as California Driver’s License or other proof of residency accepted for state IDs[[2]](#footnote-2)
5. Copy of proof of vehicle registration in San Mateo County
6. Participant signed PCE disclosure consent form (to be provided)
7. Participant survey (to be provided)
8. Photo of Participant, if photo disclosure is approved, with their vehicle and back license plate frame in clear view. If photo disclosure is not provided by the participant, then the dealer must submit photos showing the vehicle and back license frame without the participant.
9. **Marketing**
   1. PCEA agrees to publicize the Program through its web site and through newspaper, radio, and television advertisement, at a level to be determined by PCEA. PCEA shall include the name of Provider on the portion of its web site dedicated to the Program.
   2. Provider shall make no statements or representations to customers that PCEA endorses, guaranties, or warranties in any way the electric vehicles sold by Provider under the Program. Provider will indemnify, defend, and hold PCEA harmless from all claims, demands, or liabilities arising out of or relating to Provider's performance under this Agreement (including, but not limited to, claims that a vehicle sold under the Program is defective or substandard in any way), excepting, to the extent required by law, any claims, demands or liabilities caused solely (as between PCEA and Provider) by the fault or negligence of, or by the willful misconduct of, PCEA or PCEA's agents, employees, representative, officers, and servants (with the exception of Provider). The indemnification shall include reasonable legal fees. Legal counsel shall be selected by Provider, subject to the approval of PCEA. PCEA's approval of legal counsel shall not be unreasonably withheld. PCEA shall promptly notify Provider of any adverse claims and cooperate with Provider and its agents and attorneys in the investigation and management of such claims, including claims arising out of Provider's negligence.
10. **Insurance**

Provider shall maintain and shall require all of its subcontractors, Providers, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by PCEA:

1. **General Requirements**

Provider shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Provider shall use diligence to obtain such insurance and to obtain such approval. Provider shall furnish PCEA with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Provider’s coverage to include the contractual liability assumed by Provider pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

1. **Workers’ Compensation and Employer’s Liability Insurance**

Provider shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Provider certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

1. **Liability Insurance**

Provider shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Provider and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Provider’s operations under this Agreement, whether such operations be by Provider, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability… $1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance… $1,000,000

(To be checked if motor vehicle used in performing services)

* 1. If Provider maintains higher limits than the specified minimum limits in paragraph (iii) above, PCEA requires and shall be entitled to coverage for the higher limits maintained by Provider.
  2. Any deductible or self-insured retention shall be shown on the Certificates of Insurance. Deductibles or self-insured retention that exceeds $25,000 must be approved in advance by PCEA. Provider is responsible for any deductible or self-insured retention and shall fund it upon PCEA's written request, regardless of whether Provider has a claim against the insurance or is named as a party in any action involving PCEA.
  3. PCEA shall be an additional insured for liability arising out of operations by, or on behalf of, the Provider in the performance of this Agreement.
  4. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  5. The policy shall cover inter-insured suits between the additional insureds and Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
  6. The Automobile Liability Insurance with Minimum Limit of $1,000,000 referenced in paragraph iii under this section shall be combined single limit per accident. Automobile Insurance shall apply to all owned autos.
  7. In the event of the breach of any provision of this Section 8 (Insurance), or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.
  8. Insurers, other than the California State Compensation Insurance Fund, shall have an AM. Best's rating of at least A:Vll.
  9. The Certificate of Insurance must include the following reference: Peninsula Clean Energy Authority.
  10. All required Evidence of Insurance shall be submitted to PCEA within three (3) business days of the Effective Date. Provider agrees to maintain current Evidence of Insurance on file with PCEA for the entire term of this Agreement.
  11. The name and address for Additional Insured endorsements and Certificates of Insurance is: Peninsula Clean Energy Authority, Attn: Programs Contract Administration, 2075 Woodside Road, Redwood City CA 94061.
  12. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
  13. Provider shall provide PCEA immediate written notice if:
      1. any of the required insurance policies are terminated;
      2. the limits of any of the required policies are reduced; or
      3. the deductible or self-insured retention is increased.
  14. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
  15. Provider's indemnity and other obligations shall not be limited by these insurance requirements.

1. **Assignability and Subcontracting**

Provider shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Provider under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA’s prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

1. **Independent Contractor**

In performing under this Agreement, Provider shall act as an independent contractor and shall control all aspects of the vehicle sales transactions contemplated hereunder. At no time shall Provider work as an agent or employee of PCEA or represent itself to be an agent, employee, or partner of PCEA.

1. **Compliance With Laws**

All services to be performed by Provider pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. When requested by PCE, Provider will deliver timely and accurately complete, sign, and submit all necessary documentation of compliance.

1. **Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

1. **Termination**

Notwithstanding any other provision of this Agreement, at any time and without cause, PCEA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to Provider.

1. **Non-Discrimination and Other Requirements**
   1. **General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

* 1. **Equal Employment Opportunity**

Provider shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Provider’s equal employment policies shall be made available to PCEA upon request.

* 1. **Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 Code of Federal Regulations (C.F.R.) 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Provider and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered Providers and subcontractors to employ and advance in employment qualified individuals with disabilities.

1. **Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

1. **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Jan Pepper, Chief Executive Officer

Address: 2075 Woodside Road, Redwood City, CA 94061

Telephone: 650-260-0100

Email: jpepper@peninsulacleanenergy.com

In the case of Provider, to:

Name/Title:

Address:

Telephone:

Facsimile:

Email:

1. **Electronic Signature**

If both PCEA and Provider wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For PCEA: ☒ If this box is checked by PCEA, PCEA consents to the use of electronic signatures in relation to this Agreement.

For Provider: ☐ If this box is checked by Provider, Provider consents to the use of electronic signatures in relation to this Agreement.

1. **No Recourse Against PCEA’s Member Agencies**

Provider acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Provider waives any recourse against PCEA’s member agencies.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.**

**PCEA:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Janis C. Pepper, CEO

Dated: \_\_\_\_\_\_\_\_\_\_\_

**PROVIDER:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_

EXHIBIT A

LIST OF VEHICLES AND DISCOUNTS

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | PURCHASE | | |  | LEASE | | |
| Model |  | | |  |  | | |
| Year |  | | |  |  | | |
| Trim/Detail |  |  |  |  |  |  |  |
| All-Electric Range |  |  |  |  |  |  |  |
| MSRP1 |  |  |  |  |  |  |  |
| Dealer Discounts |  |  |  |  |  |  |  |
| Manufacturer Discounts |  |  |  |  |  |  |  |
| **Total Discounts** |  |  |  |  |  |  |  |

*1Manufacturer Suggested Retail Price (MSRP) is inclusive of destination fees but* ***does not include*** *charges for tax, title, license, registration, and additional upgrades specifically agreed to by the customer.*

1. <https://www.dmv.ca.gov/portal/dmv/detail/dl/residency_requirement> [↑](#footnote-ref-1)
2. <https://www.dmv.ca.gov/portal/dmv/detail/dl/residency_requirement> [↑](#footnote-ref-2)