

**SILICON VALLEY CLEAN ENERGY**  
**COMMUNITY RESILIENCE PROGRAM – CAPITAL PROJECTS**  
**GRANT AGREEMENT**

**THIS AGREEMENT** is made and effective as of December 5, 2023 (“Effective Date”), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and *The City of Cupertino*, a municipal corporation (“Recipient”). In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

**1. RECITALS.** This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE’s community resilience program (“Program”) will provide \$5M in grants to member jurisdictions to plan and develop resilience projects. The grant maximum for each jurisdiction is based on proportion of load as determined by SVCE.

B. As a condition of eligibility to receive funding under the Program, projects must: (1) support a critical facility and/or provide community services during a power outage; (2) enable self-sufficient access to power during an outage, or decrease the risk of power outages; and (3) be zero carbon.

C. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for installation of energy resilience infrastructure (“Project”). The scope and estimated budget for the Project are attached hereto and incorporated herein as Exhibit B.

D. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

**2. GRANT.** SVCE hereby agrees to provide funding to Recipient in an amount not to exceed **\$223,665**, subject to the provisions of this Agreement (“Grant Funds”). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

**3. REIMBURSEMENT OF GRANT FUNDS.** Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) an itemized list of all expenditures; 2) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set

forth in Exhibit B of this Agreement; and 3) the Job Impacts Data Collection Worksheet, attached hereto as Exhibit C. Payment requests should be aggregated and submitted no more often than once per month.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE's sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

**4. USE OF GRANT FUNDS.** Recipient shall use the Grant Funds to support the Program as set forth in Exhibits A and B. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A and Exhibit B. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

**5. TERM.** This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Projects must be complete no later than December 31, 2024.

**6. REPORTING AND RECORDS.** Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between

Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

**7. LEGAL RESPONSIBILITIES.** Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

**8. PREVAILING WAGES.** By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevaling wage requirements.

**9. PROCUREMENT.** At minimum, Recipient shall solicit at least three bids and select the lowest bidder when procuring goods or services, where the costs are eligible for reimbursement under this Agreement. In the event the Recipient is required by statute or policy to solicit additional bids or follow a more stringent solicitation process, Recipient shall follow such process. Recipient may also procure goods and services through California Government Code section 4217.10.

**10. CALIFORNIA PUBLIC RECORDS ACT.** Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

**11. NOTICES.** Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

**SVCE:** Silicon Valley Clean Energy Authority  
333 W. El Camino Real #330  
Sunnyvale, CA 94087  
Attention: invoices@svcleanenergy.org

**RECIPIENT:** City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014  
Attention: City Manager

## **12. INDEPENDENT CONTRACTOR.**

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

**13. INDEMNIFICATION.** Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

## **14. INSURANCE.**

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) 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) 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.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

**15. DEFAULT AND TERMINATION.** Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

**16. NON-APPROPRIATION.** Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

**17. NON-WAIVER.** Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

**18. AMENDMENT OF AGREEMENT.** No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

**19. ASSIGNMENT PROHIBITED.** In no event shall the Recipient assign or transfer any portion of this Agreement.

- 20. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.
- 21. NO THIRD-PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.
- 22. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 23. RECIPIENT'S AUTHORITY.** Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.
- 24. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.
- 25. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

\_\_\_\_\_  
Girish Balachandran, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Trisha Ortiz, General Counsel

**CITY OF CUPERTINO**

By: \_\_\_\_\_  
Pamela Wu, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher Jensen, City Attorney

***[\*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of City Manager is required for cities.]***

## 26. Community Resilience Program – Capital Projects Grant Application – Phase 1

### About Silicon Valley Clean Energy

Silicon Valley Clean Energy (SVCE), a community choice energy agency, is redefining the local electricity market and providing our residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following thirteen communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and Unincorporated Santa Clara County. 97% of electricity customers in SVCE’s service area receive their electricity from SVCE. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

### 27. Community Resilience Program Overview

#### Funding Levels and Deadlines

SVCE’s community resilience program will provide \$5M in grants to member jurisdictions to plan and develop resilience projects. The grant maximum for each jurisdiction is based on proportion of load as determined by SVCE. See chart below for the each jurisdiction’s grant maximum. Applications will be accepted and reviewed on a rolling basis. Projects must be complete by December 31, 2024.

#### Allocated Budget by Jurisdiction

Jurisdiction	% of Total Load (2019)	Planning Allocation	Capex Support Allocation	Total Allocation
SUNNYVALE	28.25%	\$ 221,280	\$ 1,106,400	\$ 1,327,680
MILPITAS	14.91%	\$ 116,784	\$ 583,918	\$ 700,702
MOUNTAIN VIEW	13.54%	\$ 106,061	\$ 530,304	\$ 636,365
UNINCORPORATE	8.78%	\$ 68,792	\$ 343,959	\$ 412,751
GILROY	6.68%	\$ 52,339	\$ 261,693	\$ 314,031
CUPERTINO	5.44%	\$ 42,633	\$ 213,165	\$ 255,798
MORGAN HILL	5.18%	\$ 40,540	\$ 202,701	\$ 243,241
CAMPBELL	5.05%	\$ 39,594	\$ 197,972	\$ 237,566
LOS GATOS	4.55%	\$ 35,640	\$ 178,202	\$ 213,842
LOS ALTOS	3.18%	\$ 24,920	\$ 124,601	\$ 149,521
SARATOGA	2.97%	\$ 23,241	\$ 116,204	\$ 139,444
LOS ALTOS HILLS	1.08%	\$ 8,430	\$ 42,152	\$ 50,582
MONTE SERENO	0.39%	\$ 3,079	\$ 15,396	\$ 18,475
<b>Grand Total</b>	<b>100.00%</b>	<b>\$ 783,333</b>	<b>\$ 3,916,667</b>	<b>\$ 4,700,000</b>



## Capital Project Requirements – Phase 1

To be eligible for these funds, projects must:

1. Support a critical facility and/or provide community services during a power outage
2. Enable self-sufficient access to power during an outage, or decrease the risk of power outages
3. Be zero carbon

In addition, for this phase, SVCE has identified two project types that are eligible by default: 1) islandable solar + storage systems designed to increase energy resilience and 2) portable battery systems use to support critical services or support vulnerable communities (such as medically fragile customers) during a power outage. Note that eligibility of a project does not guarantee funding.

Energy resilience is defined as the ability to mitigate, withstand or recover quickly from disruptions in the availability of energy via centralized energy infrastructure.

SVCE reserves the right to consider factors other than those specified above and to request additional information as a part of the selection process.

**Application Questions:**

Date of Application: November 8, 2023	Name of Organization: City of Cupertino
Contact Person/Title: Jimmy Tan, Assistant Director of Public Works	Address: 10300 Torre Avenue, Cupertino, CA 95014
Email: jimmyt@cupertino.org	Project Name: Installation of EV ARC Units

Is this project an islandable solar plus storage installation?

Yes  No

Is this project a portable battery project?

Yes  No

Is this project zero-carbon?

Yes  No

Project Site: (please describe why this site was chosen and what benefits it provides the community)

This project will purchase and install two EV ARC (Sustainable EV Charging) units. The City is applying for grant funding to increase the availability of EV charging stations for the public and increase City's energy resiliency. The units will be rotated throughout different City facilities and parks.

The EV charging units are powered by built in solar panels and are self-sufficient. The unit also fits in a standard parking space without reducing available parking while being ADA compliant. The units can also be transported to other City facilities using the trailer.

Project Description: (please provide a brief description of the project and the technologies used)

The EV Arc units are equipped with 4.3KW solar array and 22kWh expandable storage. The unit stores its own electricity in a lithium-ion battery. Two EV charging ports are included with each unit. The units will provide the public with accessible chargers and allow city fleet vehicles to charge without incurring electricity cost.

**Decarbonization Benefits: (please describe how this project supports SVCE’s decarbonization mission)**

This project is in line with SVCE Decarbonization Strategy, to accelerate the electrification and transformation of mobility in our community to reduce emissions. Within this strategy, SVCE calls to implement a strategy and plan for community-wide buildout of EV charging infrastructure. The project will expand the EV charging infrastructure in the City.

Each unit will be net zero energy on an annual basis through the on-site generation of clean electricity via the solar array. It will also reduce the load of the surrounding EV chargers connected to the grid. Reducing grid load supports grid stability and reduces the need to operate additional power plants which can emit more greenhouse gases.

**Resilience Benefits: (please describe the resilience benefits of this project)**

Each unit has a solar array that generates clean energy and stores it in a battery. This system provides a reliable solution for energy resilience for a facility that supports the community. During power outage or emergency disaster, the public can still charge their electric vehicles. The public and first responders can also utilize the unit electrical panel which contain various outlets to power cell phones or equipment. By having another power source, the first responders can continue to provide assistance to the community. These units are also portable and can be relocated to provide electricity at various sites that lost or do not have access to the power grid. The project will include a trailer to allow city staff to relocate the units.

**How would this project make a good case study for other jurisdictions? What do you expect to learn from this project?**

This project sets an example of a charging infrastructure that strictly relies on solar array and battery storage system and it’s not dependent on grid energy thus reducing the demand on the grid to ensure long-term resilience. The unit are easily transportable and are made ADA-compliant where public can easily access it. The unit can also provide backup power during emergencies to serve the community.

Anticipate learning the use patterns including peak and off peak demands of the units at various City locations: Quinlan Community Center, Senior Center, City Hall, Wilson Park, Creekside Park, Jollyman Park, Memorial Park, Blackberry Farm Golf Course, McClellan Ranch, and Sports Center.

**Grant Amount Requested: (Please specify the total amount you are requesting and a breakdown of the project budget. Indicate any co-funding that is contributing to the project budget, such as in-kind resources or additional grant funding)**

Grant amount requested:

Beam Solar Unit: \$204,260  
Sales Tax: \$19,405  
Total: \$223,665

**Beginning and Ending Dates of the Project:**

12/1/2023 to 12/31/2024

## **28. Application Terms and Conditions**

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 *et seq.* Applications submitted are public records subject to public review.

The submission of an application shall be deemed a representation and certification by the applicant that it:

- Has read, understands and agrees to the information and requirements set forth in this application.
- Has the capability to complete the responsibilities and obligations of the application being submitted.
- Represents that all information contained in the application is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, or corporation in regard to the amount, terms or conditions of this application.
- Acknowledges that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by applicant, and applicant hereby grants SVCE permission to make these inquiries.
- Will provide any and all documentation related to the application in a timely manner.
- Has disclosed any conflicts of interest.

This application does not commit SVCE to enter into a contract or disburse any grant funds, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of applications or in anticipation of a contract. SVCE reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all applications in its sole discretion.
- Issue subsequent applications.
- Postpone opening for its own convenience.
- Remedy technical errors in the process.
- Negotiate with any, all or none of the applicants.
- Waive informalities and irregularities in the applications.

The person signing below hereby represents and warrants that s/he is signing with full and complete authority to bind the party on whose behalf of whom s/he is signing.

**Solar-Powered Transportable Electric Vehicle Charging System**  
**Scope of Work Statement**

**Project Summary**

The City of Cupertino will be procuring two solar-powered transportable electric vehicle charging systems to provide alternative charging solutions to the community that reduce emissions. Each of the unit will be net zero energy since it is capable of on-site generation of clean electricity using the solar array thus providing carbon free solution that eliminates the dependency on fossil fuels. During power outage or emergency disaster, the public can still charge their electric vehicles. The public and first responders can also utilize the unit electrical panel which contain various outlets to power cell phones or equipment. By having another power source, the first responders can continue to provide assistance to the community. These units are also portable and can be relocated to provide electricity at various sites that lost or do not have access to the power grid. The procurement will also include a trailer to allow city staff to relocate the units.

**Deliverables**

1. The City will place the units at various City parks and facilities to allow the public to use the units to charge their electric vehicles. The units will be rotated every two months to determine which sites have the most use.
2. Cupertino staff will provide a brief presentation to Silicon Valley Clean Energy’s Member Agency Working Group (MAWG) upon completion of the project.

**Estimated Costs:**

<b>Silicon Valley Clean Energy Funding:</b>	<b>Cost (\$)</b>
Two mobile solar charging station with trailer for transportation	\$204,260
Sales Tax:	\$19,405
<b>Project Total:</b>	<b>\$223,665</b>

**Project Schedule:**

- Procurement and delivery of two transportable electric vehicle charging systems. – Delivery by 1/31/2024
- Place units at various City parks and facilities and rotate every two months – 1/31/2024 to 10/31/2024
- Collect and analyze charging session data – 1/31/2024 to 10/31/2024
- Provide brief presentation to Silicon Valley Clean Energy by 12/31/2024.

# Beam EV ARC™ Proposal via CA DGS Contract #1-22-61-16

## Customer Details

Quote Number	00000904	Contact Name	Jimmy Tan
Created Date	10/27/2023	Title	Assistant Public Works Director
Customer Name	City of Cupertino	Email	jimmyt@cupertino.org
		Phone	(408) 777-3248

## Billing and Shipping

Bill To Name	City of Cupertino	Ship To Name	City of Cupertino
Bill To	10300 Torre Ave. Cupertino, CA 95014	Ship To	10300 Torre Ave. Cupertino, CA 95014

## Your Clean Mobility Expert

Prepared By	Andy Ike	Phone	(858) 790-8140
Email	andy.ike@beamforall.com		

## EV ARC™ 2020 Product Description

The patented EV ARC™ 2020 is the world's first and only fully autonomous, transportable, solar-powered electric vehicle charging system. Designed, engineered and manufactured in the U.S., the EV ARC™ 2020 measures 7.5' X 18' at the base and fits inside a standard parking space without reducing available parking while being ADA compliant.

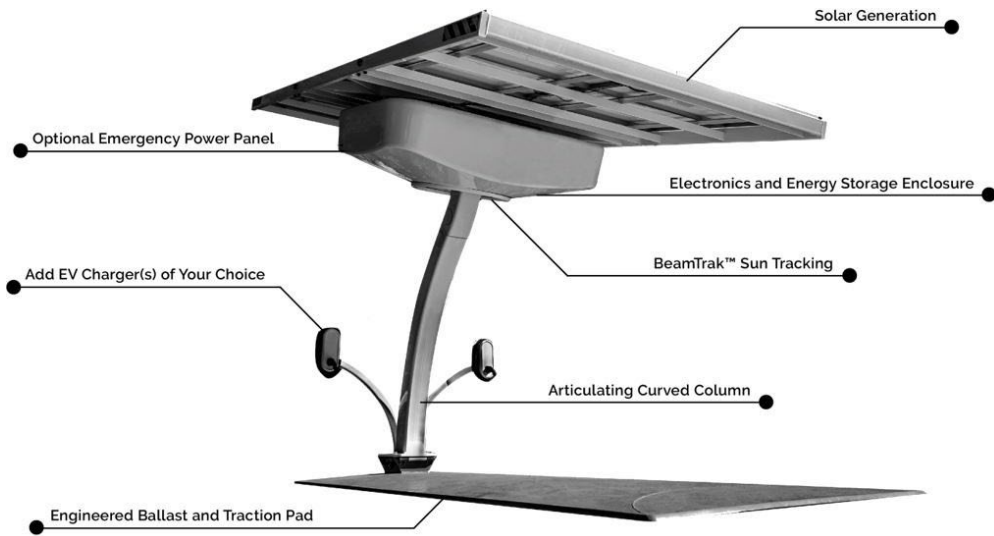
EV ARC™ 2020 systems are capable of generating and storing enough clean, solar electricity to charge up to 265 e miles in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative power. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from ICE vehicles and electric vehicles powered from the utility grid.

The EV ARC™ 2020 is deployed in minutes and has not required any kind of permitting in the over 100 jurisdictions which are currently benefitting from it. It is deployed without any construction or electrical work and does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill or fail to operate because of a black out or other utility grid failure. It's no wonder that Google, the City of New York, the State of California and many others across the U.S. and internationally trust the EV ARC™ product line to charge their electric vehicles.



**Your EV ARC™ 2020 is an American-made product and will be fabricated in our San Diego, California facility.**

# EV ARC™ 2020 Diagram



## EV ARC™ 2020 Pricing

Product	Product Code	Product Description	Quantity	List Price	Total Price
Beam EV ARC™ with one (1) Enel X Way JuiceBox® charger	ARC2020-EJ1	EV ARC™ 2020, 4.3kW solar array, 22kWh expandable storage, BeamTrak™, 1 (one) Enel X Way networked JuiceBox® charger, one (1) standard J1772 connector. Includes 12 months of Enel X Way JuiceNet Enterprise Cloud Plan. CLIN #1102, includes 2% CA DGS Contract discount.	2.00	\$63,542.22	\$127,084.44
Enel X Way JuiceNet Enterprise Cloud Plan	EJ-CLOUD	The annual Enel X Way JuiceNet Enterprise Cloud Plan provides remote access to charging session data, usage controls, data management and reporting. Annual subscription is available with purchase of EV ARC™ systems with Enel X Way JuiceBox chargers. Service is included for the 1st twelve (12) months with purchase of an EV ARC™ system with a JuiceBox charger; Annual renewal thereafter. Annual plan is per plug. CLIN #1303, includes 2% CA DGS Contract discount.	2.00	\$147.00	\$0.00
Enel X Way JuiceNet Enterprise Cloud Plan	EJ-CLOUD	The annual Enel X Way JuiceNet Enterprise Cloud Plan provides remote access to charging session data, usage controls, data management and reporting. Annual subscription is available with purchase of EV ARC™ systems with Enel X Way JuiceBox chargers. Service is included for the 1st twelve (12) months with purchase of an EV ARC™ system with a JuiceBox charger; Annual renewal thereafter. Annual plan is per plug. CLIN #1303, includes 2% CA DGS Contract discount.	10.00	\$147.00	\$1,470.00
Beam Boost battery upgrade	BOOST40	Beam Boost upgrade for EV ARC™ 2020 systems increases battery storage to 43 kWh. CLIN #1201, includes 2% CA DGS Contract discount.	2.00	\$9,821.56	\$19,643.12
Emergency Power Panel	EPP	Off-grid, 100% solar-powered Emergency Power Panel for energy resiliency and disaster preparednes. 6kW 120/240V solar generator with 2 x 120V NEMA 5-20 duplex outlets (GFCI protected), 2 x 120V NEMA L5-20 outlets (twist lock, GFCI protected), 1 x 240V NEMA L14-30 outlet (not GFCI protected) , lockable polycarbonate cover plate. CLIN #1202, includes 2% CA DGS Contract discount.	2.00	\$1,925.70	\$3,851.40
Safety Bollards	BOLLARDS	Heavy-duty safety bollards mounted on the EV ARC™ base pad. CLIN #1205, includes 2% CA DGS Contract discount.	2.00	\$357.70	\$715.40
Beam ARC™ Mobility trailer	AMT	The Beam ARC Mobility™ trailer, designed to relocate off-grid EV ARC™ 2020 sustainable EV charging systems. Remote controlled hydraulics enable one person to stow, transport, place and unstow EV ARC™ products. Gooseneck or pintle hitch options available. CLIN #1203, includes 2% CA DGS Contract discount.	1.00	\$42,238.00	\$42,238.00
Remote Monitoring and Management System (RMMS)	RMMS-1	Annual plan for Remote Monitoring and Management System (RMMS) provides login access to view data and status of the EV ARC system. 4G LTE and WiFi connections enable remote monitoring of solar energy production, battery status, energy output, energy use session data. Remote performance assessment and troubleshooting can prevent service calls. Service is included for the 1st twelve (12) months with purchase of an EV ARC™ system; Annual renewal thereafter. CLIN #1300, includes 2% CA DGS Contract discount.	2.00	\$388.08	\$0.00
Remote Monitoring		Five-year (5 year) prepaid plan for the Remote Monitoring and Management System (RMMS) provides login access to view data and status of the EV ARC system. 4G LTE and WiFi connections enable			



and Management System (RMMS) 5-Year Extension	RMMS-5	remote monitoring of solar energy production, battery status, energy output, energy use session data. Remote performance assessment and troubleshooting can prevent service calls. Service is included for the 1st twelve (12) months with purchase of an EV ARC™ system; 5-year prepaid plan discounts the annual cost. CLIN #1301, includes 2% CA DGS Contract discount.	2.00	\$1,715.00	\$3,430.00
Beam Annual Operation & Maintenance Plan	O&M-PLAN	Operation & Maintenance: Includes PV panel cleaning, grease slew drives, check calibration of BeamTrak™, check battery charging systems, settings, performance of inverter, overall condition of structure, and inspect and confirm operation of EV charger. Service is included for the 1st twelve months. CLIN #1402, includes 10% CA DGS Contract discount.	2.00	\$582.75	\$0.00
Beam Annual Operation & Maintenance Plan	O&M-PLAN	Operation & Maintenance: Includes PV panel cleaning, grease slew drives, check calibration of BeamTrak™, check battery charging systems, settings, performance of inverter, overall condition of structure, and inspect and confirm operation of EV charger. Service is included for the 1st twelve months. CLIN #1402, includes 10% CA DGS Contract discount.	10.00	\$582.75	\$5,827.50
Vendor Catalog Item - Warranty (1 Year)		Manufacturer Warranty - First 12 months included Segment ID: A, includes 2% CA DGS Contract discount. Non-core item.	2.00	\$0.00	\$0.00

**Totals**

Shipping & Handling is FOB Destination and includes Beam Team performing un-load / un-stow of equipment. Customer may need a 12K capacity forklift onsite upon delivery; to be determined when delivery date is scheduled.

Total Price	\$204,259.86
Shipping and Handling	\$0.00
Grand Total	\$204,259.86
Expiration Date	12/31/2023
Notes	6-Years of RMMS (1st year included)  6-Years of Enel X Way JuiceNet Enterprise Cloud Plan per charger (1st year included)  6-Years of O&M (1st year included)

**Applicable sales tax will be billed upon  
invoicing Payment Terms:  
Net 30 days**

California DGS Contract Link

[https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&NTRCT\\_ID=1-22-61-16](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&NTRCT_ID=1-22-61-16)

## EXHIBIT C

### Job Impacts Data Collection Worksheet

**Silicon Valley Clean Energy Community Resilience Program  
Job Impacts Data Collection  
Worksheet**

**Instructions: The form should be completed and submitted with each invoice. Each contractor and subcontractor should complete a separate form. The information will be used by SVCE to better understand the economic impacts of program investments and will have no impact on payment or performance evaluation of the grantee or contractors. Please be as accurate and complete as possible.**

<b>Position Title [Type of Worker]</b>	<b>Total Employees in Position*</b>	<b>Average Hourly Wage</b>	<b>Total Hours Worked**</b>	<b>Employer-Sponsored Health Benefits? Y/N</b>
[Type 1]				
[Type 2]				
[Add Additional Rows as Needed]				

\*Sum of all individual employees with at least (1) labor hour during the invoice period

\*\*Sum of all the hours of all employees at this title/wage for the invoice period

\*\*\*Add rows as need for additional employees

Note: If this reporting system does not align with the funding source of your project, please contact SVCE to discuss possible reporting alternatives.