

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 12/13/2017 Return To: Diana Shiles (S. Laughlin)
 Dept. Contract Extension Code: ENG Dennis Steffani

(1) Indicate signature authority:

- ☒ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
 [Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
 [All Other Service Agreements with a Value of \$100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
 [Miscellaneous Agreements including Confidentiality Agreements]
- ☐ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
 [Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
 [Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: GE Grid Solutions, LLC – Agreement for the Performance of Services

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement:

[SIGNATURE]

(5) **FINANCE DEPARTMENT** ☐ Not Applicable

Certified as to availability of funds:

[SIGNATURE]

Account Number to be charged: 091-1361-87870-92100 *OK PL*a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):
 \$ 95,750.00 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]b) All Previous Change Order Amounts (if applicable):
 \$ _____c) Current Amendment/Change Order Amount (if applicable):
 \$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]d) Total: \$ 95,750.00 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form:

[CITY ATTORNEY/AUTHORITY COUNSEL]

Date: 12/15/17City Attorney's Office Assignment Number: 17.2314(7) **CITY CLERK'S OFFICE**Attached: 2 original(s) _____ copy(ies)1 Transmit the attached original / copy to contractor1 Fully executed original on file in City Clerk's OfficeDate Processed by Clerk's Office: 12/26/17

CITY MANAGER REQUIRED INFORMATION

(1)

Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]

This Agreement with GE Grid Solutions, LLC is for software support services for the Electric Departments JMUX software currently in use

(2)

Term of Agreement: NA

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3)

VENDOR SELECTION PROCESS: Check the box that describes how you selected the vendor:

Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

- ☐ Selection Process for Agreements with a value of \$50,000 or less
- ☐ Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

- ☐ Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities
- ☒ OTHER: 2.105.160(b)(2)

(4)

HISTORY:

Has the department retained the same contractor for similar services in last 5 years?

- ☐ YES [If yes, complete following] ☒ NO [If no, no further information required]

Term of Agreement: _____

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY

RECEIVED

DEC 15 2017

Office of the City Manager
City of Santa Clara

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GE GRID SOLUTIONS, LLC**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between GE Grid Solutions, LLC a Delaware Limited Liability Company, with its principal place of business located at 4200 Wildwood Parkway, Building 2018, Atlanta, Georgia 30339 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 30, 2020.

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

4. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

5. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

7. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who

transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

11. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. Except for Contractor's right to assign the processing of its accounts receivables, this Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

12. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

13. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

14. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

15. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

16. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

17. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third

parties. Notwithstanding anything to the contrary, all know-how, patents, copyright, designs or other intellectual property made available by GE or developed during the execution of this Agreement shall be GE's sole property at all times. GE shall retain ownership in and does not convey, nor does City or end user obtain any right, title, or interest in, software, specifications or data furnished or developed by GE either prior to or in the performance of this Agreement.

18. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

19. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

20. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

21. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

22. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance

policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

25. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

26. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

27. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

GE Grid Solutions, LLC
778 Dorothea Ave.
San Marcos, CA 92069
or by email at davidl.wilson@ge.com

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile

transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

28. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

29. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

30. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

31. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

32. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

34. LIMITATION OF LIABILITY.

The total liability of Contractor arising out of or related to this Agreement shall not exceed the price of this Agreement. In no event shall Contractor be liable for loss of profit or revenues, loss of use of equipment, interruption of business, cost of replacement power or any special, consequential, incidental, indirect, or punitive damages, or claims of the City's customers for any of the foregoing types of damages liability to, any such third party in excess of the limitations set forth in this paragraph. These limitations above shall apply to all claims whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise.

(Continued on page 9 of 9)

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

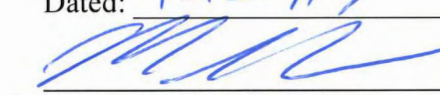
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney

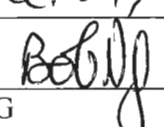
ATTEST:

ROD DIRIDON, JR.
City Clerk

Dated: 12/20/17


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GE GRID SOLUTIONS, LLC
a Delaware Limited Liability Company

Date: Dec. 04, 2017
By: 
BOB NG
Title: Lead Proposals Specialist
Address: 8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Telephone: 604.421.8627
Fax: 604.421.8707

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "GE JMUX Platinum and Silver Package Proposal QB70732C-BN Issue 4", dated November 14, 2017, which is attached to this Exhibit A.

Proposal is Confidential



GE Grid Solutions, LLC

**Proposal
QB70732C-BN
Issue 4
(OP748462)**

**SVP
(Silicon Valley Power)**

For:

**GE JMUX
Professional Support Services
(Platinum & Silver Package)**

November 14, 2017



GE Grid Solutions, LLC

8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Tel 604.421.8700
Fax 604.421.8707

<http://www.geindustrial.com/>

David Wilson
Regional Sales Manager

November 14th, 2017.

Mr. Dennis P. Steffani, P.E.,
Principal Electric Utility Engineer,
Communications & Control Systems,
Silicon Valley Power (SVP),
1500 Warburton Avenue,
Santa Clara, CA. 95050

Tel: 408-615-6699

Dear Mr. Steffani,

GE Grid Solutions, LLC is pleased to re-issue Proposal **QB70732C-BN (Issue 4)** providing revised pricing for JMUX Professional Support Services for thirty-five (35*) JMUX SONET nodes deployed in multiple SVP's SONET Networks. Pricing included is for contract services only.

Issue 4 – Per request, revised the attached Standard Terms and Conditions of Sales to reference the signed Agreement, Ebix Insurance No. 200003791. The rest remains unchanged.

Issue 3 – Per request, added the descriptive of the Professional Support Services below.

Issue 2 – Per request, the total number of node is reduced to thirty-five (35*) instead.

Per request for three years Support Services, the first year will be 1-Year PLATINUM option for one year and then followed with second and third year of 1-Year SILVER option for each year, as provided in the Summary Pricing Page in section 1.

Issue 3 –

When utility company making significant changes to a critical asset, such as networks supporting key operational functions, it is important to have the support and assistance of experts to ensure a successful implementation of any new technology, expansion to core networking topologies, and/or to perform necessary network life-cycle functions on the existing as-built networks.

This Proposal provides pricing for GE's Professional Support Services for SVP's JungleMUX SONET Networks' equipment (inclusive of OC-1/3/12/48 and T1MX Networks). The Support Services will consist of:

1. The GE's Technical Support Services that comes with three Tiers, Tier 1, Tier 2 and Tier 3.



GE Grid Solutions, LLC

- **Tier 1 Support** – It is provided through individuals with a basic understanding of the product structure and can field high-level product questions.
- **Tier 2 Support** – It is provided through technologists with an expert understanding of the SONET/SDH equipment.
- **Tier 3 Support** – It is provided by individuals with design expertise of the SONET/SDH equipment, often through the Tier-2 technical support team.

2. The Technical Support Services are made up of the followings:

- The **'Basic' Annual Support Services-**

Continuing with the same base level of customer service and product support GE customers has come to cherish and respect. Basic support is the minimal level of support required to ensure the equipment is correctly maintained. This Basic Support Service is presently provided at zero cost to customer.

- Tier 1 & 2 support during business hours of 8 am-5 pm, M-F (PST & CET).
- Firmware for all supported JungleMUX Multiplexer and JunglePAX MPLS-TP products, plus VistaNET Network Management software.

- The **'Silver' Annual Support Services-**

The GE Professional Services Technical Support team builds on the base level by offering enhanced levels of service and access as described below. This 'Silver' annual services contract can be purchased in **1, 3 or 5-year increments**, with each year including:

- Tier 1, 2, & 3 supports during business hours of **8 am-5 pm, M-F (PST)**.
- Annual Network Analysis. It is a remote analysis, requiring customer to establish remote connectivity to all disparate SCE's JMUX networks, one network at a time, thru SCE's VistaNET instance (like dial-up) for remote equipment discovery and traffic analysis from GE's offices.
- 1 week of On-Site support (Total 5 days) including:
 - i. Present Network Analysis Report.
 - ii. Annual 'Troubleshooting' Training Workshop (~2 days).
 - iii. Annual On-Site Preventative Maintenance (~2 days) (based on result of the Network Analysis).
 - iv. Annual On-Site VistaNET Update at network operation centers (1/2 day).
 - v. Discuss recommended upgrades where necessary.

Their individual Pricing for the **'Silver' Packages** are provided in the Proposal Pricing Summary Page.



GE Grid Solutions, LLC

- **The 'Platinum' Annual Support Services-**

There is another option - 'Platinum' Annual Support Services offered and this 'Platinum' annual services contract can be purchased in **1, 3 or 5 year increments**, with each year including:

- Tier 1 supports **24-hours a day, 7 days a week (24/7)**.
- Tiers 2 & 3 support during business hours of **8am-5pm, M-F (PST)**, dispatched to the customer site if critical issues cannot be otherwise resolved.
- A dedicated **1-800 telephone** support number.
- Training towards annual GE equipment certification (see Education Services, 1 week).
- Annual Software licensing* (if applicable).
- On-Site support (1 week) up to twice per year for Analysis, Design and/or new equipment Deployment and Service Implementation, or targeting corrective and preventative maintenance tasks identified during the analysis.
- Annual three-day on-site (in SCE Office) discussion for network issues and network improvement with GE dedicated engineer

Their individual Pricing for the **'Platinum' Packages** are provided in the Proposal Pricing Summary Page.

3. Beside the above-mentioned packages of Services, with the Price for each Package provided in this Proposal Offer, GE's **Professional Services** also range from analysis and technology migration of existing networks; essential factory engineering and system configuration & testing; to operations staff training or augmentation during times requiring critical resources. In addition, proof-of-concept activities provide comfort with next-step technology decision-making.

Other professional services available through GE but not contained within this proposal include the followings, but with extra cost upon request:

Engineering Services:

Network Audit and Analysis

- GE Network Experts collect (via remote access or locally by customer) a comprehensive set of data on customer's existing network equipment, services, and topology and produce a detailed, documented, picture of the current state of customer's network asset Analysis Report.



GE Grid Solutions, LLC

Network Design

- GE Network Engineering Experts use information collected in Network Analysis exercises and combine it with customer plans for Network use and expansion to produce industry-leading designs of next-generation networks including engineering for traffic.

Factory Services:

Order Engineering

- Providing the same base level of service GE customers have come to cherish and respect, the Factory Services team uses information generated in Network Design engagements to perform preliminary as-built documentation (Node Assignment Drawings in AutoCAD) including a documentation package complete with engineered traffic so that the equipment is delivered as a fully engineered node immediately ready for installation at the site when received.

System Assembly and Testing

- Working with a predefined list of outputs from network design activities allows the Factory team to assemble, configure, test, and document all the equipment ordered as part of any network deployment, or enhancement exercise. All configurations are (usually) left in the equipment ready for delivery. In this way, node immediately ready for installation at the site when received.

Customer Witness Testing

- Basic Professional Factory Services can be enhanced with the addition of Customer Witness Testing, allowing customer representatives to come to GE's state of the art factory facilities to take part in node and system acceptance testing.

Custom Professional Field Services

- GE trained and experienced staffs are ready to help customer to deploy customer's new Optical Communications equipment as needed. The GE Professional Field Services team can either provide over-the-phone assistance in configuration duties or dispatch network technicians to customer's sites to do commissioning activities where customer have skillset or resource availability challenges.

Education Services:

- GE experts have compiled an extensive library of training material to help customer get the most out of customer's GE JunglePAX and SONET/SDH Multiplexer networks. Training classes can be arranged for student groups at GE training facilities or GE Expert Trainers can come on-site to train groups of employees wherever convenient to the customer.

Refer to GE's training course document available on GE JMux website for detailed information on course content, maximum class size and any required pre-requisites. JungleMUX and TN1U Annual equipment certification is offered as a Hands-On Training course that helps participants gain confidence in working with the numerous hardware and



GE Grid Solutions, LLC

software components. JunglePAX equipment certification also offers a hands-on aspect in addition to a certification examination that challenges participants on packet networking principles.

Customer Experience Centers:

For those customers with advanced networks needing enhanced access to GE Network Experts and facilities, GE offers a suite of Custom Professional Services. Within GE's customer experience labs, customers are offered an 'A' design, testing and training environment for Hardened Optical Networking communications applications. This environment offers a place where ideas and new technologies can be proven and demonstrated in an isolated, secure, and safe environment, that reduces the risk and costs by getting it right the first time through collaboration and solution validation with GE experts.

- Discuss product features and direction
- Influence product strategy
- Network Analysis, Design, Migration strategies
- Product Training
- Full support with testing

We appreciate this opportunity to present GE Grid Solutions, LLC solution, and look forward to serving your fiber communication needs now and in the future. Please feel free to contact either of the undersigned should you have any questions or require additional information.

Sincerely,

David Wilson,
Regional Sales Manager
GE Energy Connections,
778 Dorothea Ave.,
San Marcos, CA 92069.
Cell: 760-815-7946
e-mail: david1.wilson@ge.com

Bob Ng, P.Eng.
Sr. Network Engineer,
GE Energy Connections,
8525 Baxter Place, Suite 100,
Burnaby BC V5A 4V7 Canada
Phone: 604.421.8627 Fax: 604.421.8707
e-mail: bob.ng@ge.com



PROPRIETARY STATEMENT

The information contained in this Proposal is proprietary information of **GE Grid Solutions, LLC**, and is submitted on the understanding that it shall not be used or disclosed for any purpose other than the evaluation of this proposal by **Silicon Valley Power** and that **Silicon Valley Power** shall use its best efforts to prevent disclosure of the aforesaid information to persons outside. The term "best efforts" shall be construed as being equivalent to **Silicon Valley Power's** normal efforts to prevent inadvertent disclosure of its own proprietary information.

Information is subject to change, since **GE Grid Solutions, LLC** reserves the right, without notice, to make changes in equipment design or components as progress in engineering or manufacturing methods may warrant.



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<u>SECTION</u>	<u>DESCRIPTION</u>
1	PRICING SUMMARY / TERMS and CONDITIONS
2	ORDER, DELIVERY & PRICING INFO
3	PRODUCT INFORMATION



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN
November, 2017

SECTION 1

**PRICING SUMMARY /
TERMS & CONDITIONS**



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN
November, 2017

SECTION 2

ORDER, DELIVERY & PRICING INFO



Order, Delivery & Pricing Information

A. Quote Addendum

The following terms shall apply to the referenced quote and where they differ, shall take precedence over those included in Form EM104 Terms and Conditions for Sales of Products and Services:

1. WARRANTY

Unless otherwise stated in the Contract, the warranty period for Lutronics' products shall be two (2) years from the date of shipment from Seller's facility or Shipping Point.

2. PAYMENT TERMS

Terms of payment shall provide for (i) one hundred (100%) per cent cash for each shipment, payment due net thirty (30) days upon presentation by the Seller of its invoices and (ii) evidence of readiness to ship to the Buyer or at a paying agency in Toronto, Canada acceptable to the Seller.

NOTE:

Buyer's Purchase Order must identify the above terms as they are deviations from GE Grid Solutions, LLC's standard Form EM104 which shall govern the purchase.

B. Ordering & Delivery Inquiries

The purchase order may be issued referencing the proposal number or a copy of the proposal can be attached to the order. Purchase Order shall be made out to:

GE Grid Solutions, LLC
4200 Wildwood Parkway, Bldg. 2018
Atlanta, GA. 30339. USA

Please direct all orders and delivery inquiries to the following Customer Service Representative:

GE Multilin,
Attention: Order/Sales Support
Tel: 905-927-7070
Toll Free: 1-800-547-8629 (for US/Can only)
e-mail: sales.digitalenergyAP@ge.com
Fax: 905-927-5455



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN

November, 2017

Invoice Remit to Address is:

Check: **GE Grid Solutions, LLC**
PO Box 743504,
Atlanta, GA 30374-3504,
USA.

Wire: **GE Grid Solutions, LLC**
Bank of America,
Swift Code: BOFAUS3N,
ABA #: 026009593.
Account #: 4451055312.

Contact Name : **AR Department Enquiries**
Tel : 905-858-5265.
Fax.: 905 927-5098

Federal Tax ID No. 47-3196244

C. Pricing

- 1) Prices stated in this proposal are at NET and are valid for 90 days from the date of this letter. Unless stated otherwise all prices are in US Dollars, exclusive of sales, federal, and local taxes.
- 2) The enclosed Terms and Conditions apply to any purchase resulting from this proposal.
- 3) Prices do not include any charges for warehousing of equipment. If warehousing is required, GE Grid Solutions, LLC reserves the right to invoice on a monthly basis for the storage of any equipment.
- 4) Prices stated in this proposal **do not** include transportation. If a collect account is not provided at the time of Purchase Order placement, transportation will be selected by GE using the least cost common carrier and billed back to the customer at the time of invoice, using our standard INCO term, FCA-Seller's Plant.
- 5) This proposal was prepared without the benefit of a site survey; therefore certain office conditions and/or site environments may exist which require materials external to the system quoted and may not be included in this proposal.

**GE Grid Solutions, LLC**

To: Silicon Valley Power (SVP)
 1601 Civic Center Drive,
 Santa Clara, CA. 95050

Attn: Mr. Dennis Steffani

14-Nov-2017

8525 Baxter Place, Suite 100
 Burnaby, B.C. V5A 4V7 Canada
 Tel: 604.421.8700 Fax: 604.421.8707

Proposal:

QB70732C-BN

ISSUE 4

Page 1 of 1

In response to your request we take pleasure in proposing:

Terms of Payment: Net 30 Days		DELIVERY: TBA		FOB: Factory, ON. Canada	
Item	Qty	Description	Unit Price	Total Price	
		86400 JungleMUX SONET Multiplex Equipment	<u>US\$</u>	<u>US\$</u>	
		<u>Lentronics Support Services</u>			
1.00	2 Years	90520-10 1-Yr SILVER ; Per NODE, per YEAR (for 35* Nodes)	\$23,375	\$46,750	
2.00	1 Lot	90520-30 .20x RTU Nodes, 1-Yr PLATINUM , per YEAR	\$46,000	\$46,000	
3.00	15 Nodes	1x RTU Node, 1-Yr PLATINUM , per YEAR (20< Nodes <50)	\$200	\$3,000	
Note: - First Year, items 2.00 & 3.00 for 1-Year PLATINUM, - Second & Third Years, twice item 1.00 for 1-Year SILVER.					
BASEBID JMux SERVICES TOTAL				\$95,750	
Federal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded	State & Municipal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded

This offer expires within 90 days of the date set forth above unless purchaser's acceptance is received by GE Grid Solutions, LLC prior to that date.

Purchaser's Order No.: _____

Special instructions:

Shipping point:

Shipping date:

Completion date:

Destination:

Prices

☐

Include

☒

Freight

Prepaid and Charge

This offer is subject to the terms on the face hereof and in the proposal enclosed with this offer. Please read all terms on the front and back of all pages.

GE Grid Solutions, LLC

Purchaser's Acceptance

By: David Wilson

By: _____

Title: Regional Sales Manager

Title: _____

Date: 14-Nov-2017

Date: _____

Signature: _____

Signature: _____

The warranty period ("Warranty Period") is 24 Months from the date of shipment

All of us ... Always with unyielding integrity ...

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety five thousand seven hundred fifty dollars (\$95,750.00), subject to budget appropriations.

Pricing is confidential.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND GRE GRID SOLUTIONS, LLC

EXHIBIT B

SCHEDULE OF FEES

PAGES 2 IS CONFIDENTIAL

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 each occurrence
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given

to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and

deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [Electric Department]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

GE GRID SOLUTIONS, LLC
a Delaware corporation

By: BOB NG

Name: BOB NG

Title: Lead Proposals Specialist

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

SIGNED BEFORE ME this 4 day of
December, 20 17, in the City of
Burnaby, Province of British Columbia,
Canada. Witnessed as to the execution only,
not prepared or reviewed.
No Legal advice given or sought.

Agreement with GE Grid Solutions, LLC/Affidavit of Compliance/Exhibit E
Rev. 06/22/17

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 778-379-8577 Fax: 778-379-8578
email: info@jurisnotary.com



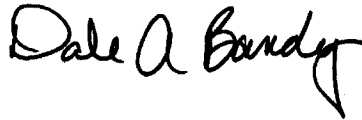
GE GRID SOLUTIONS, LLC

ATTORNEY'S CERTIFICATE OF AUTHORITY

The undersigned, Dale A. Bandy, acting in my capacity as Executive Legal Counsel for the GE Grid Solutions business unit of the General Electric Company ("GE Grid Solutions"), with an address at 4200 Wildwood Parkway, Atlanta GA 30339, does hereby certify as follows:

Under the terms of the Signature Authority Policy of GE Grid Solutions, LLC, Bob Ng, PMP, Lead Proposals Specialist, is duly authorized to execute proposals and associated contract documents for GE Grid Solutions, LLC, including the attached Proposal QB70732C-BN to Silicon Valley Power.

WITNESS my hand and as of this 12th day of December, 2017

A handwritten signature in black ink that reads "Dale A. Bandy". The signature is written in a cursive, flowing style.

Dale A. Bandy, Executive Counsel
GE Grid Solutions