

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DANIEL L. SUN INC. DBA SUN-NET INC.**

**PREAMBLE**

This Agreement is entered into between Daniel L. Sun Inc. dba Sun-Net Inc, a California corporation, with its principal place of business located at 2150 North First Street. Suite 550, San Jose, 95131 ("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 the 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 TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**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 January 1, 2021 and terminate on December 31, 2026.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. 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.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the 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.

**6. 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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four hundred seventy eight thousand one hundred seventy four dollars (\$478,174), subject to budget appropriations, which

includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. 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.

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.

## **9. 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.

## **10. 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 to manage its employees in their performance of Services under this Agreement.

## **11. 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.

## **12. OWNERSHIP OF MATERIAL**

Ownership of Contractor's software is governed by the Software License Agreement. All other 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.

## **13. 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 four (4) 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. 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.

#### **15. 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 as set forth in Exhibit C.

#### **16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Daniel L. Sun Inc. dba Sun-Net Inc.  
2150 North First Street. Suite 550  
San Jose, 95131  
and by e-mail at [info@sncsw.com](mailto:info@sncsw.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS 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.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO 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.

**22. GOVERNING LAW 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.

**23. 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.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

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.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

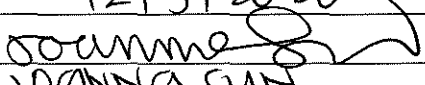
Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**DANIEL L. SUN, INC. DBA SUN-NET INC.**  
a California corporation

Dated: 12/3/2020  
By (Signature):   
Name: JOANNA SUN  
Title: BUSINESS OPERATIONS MANAGER  
Principal Place of Business Address: 2150 N. FIRST ST, SUITE 550, SAN JOSE, CA 9512  
Email Address: JOANNA.SUN@SNC-SW.COM  
Telephone: ( ) 408. 713. 215  
Fax: ( )  
"CONTRACTOR"



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES**  
**BETWEEN THE**  
**CITY OF SANTA CLARA, CALIFORNIA,**  
**AND**  
**DANIEL L. SUN INC. DBA SUN-NET INC.**

The Services to be performed for the City by the Contractor under this Agreement are set forth in the following. This statement of work ("SOW" or "Statement of Work") details the scope of services to be provided by Sun-Net (the "Services") and deliverables to be created (the "Deliverables") as Sun-Net assists Silicon Valley Power ("SVP" or the "Company") with implementing, enhancing, and supporting the Tools for Operations Application (TOA) suite for Silicon Valley Power (SVP). This SOW details features previously implemented through separate agreements between the Parties, migration to cloud, and annual license support and maintenance for all iTOA modules and associated services outlined herein.

1. Initial Implementation and Customization for SVP Control Center. This solution was upgraded as identified in Section 2 of this Scope of Services and completed on August 1, 2020.

- 1.1. Standard TOA suite software modules

- 1.1.1. Scheduled Outage Request Module

- 1.1.1.1. Outage and Work Request Entry, Submission, Processing, Scheduling, Tracking and Querying
    - 1.1.1.2. Field User access, entry, submission, listing and tracking.
    - 1.1.1.3. Workflow for processing requests (create, submit, receive, study, approval, denial, execute, complete).
    - 1.1.1.4. Detailed Audit Trail for tracking changes to data and record evidence.
    - 1.1.1.5. Checklist for processing pre-approval tasks.
    - 1.1.1.6. Files attachments.
    - 1.1.1.7. Email Notifications.
    - 1.1.1.8. Request Entry Printable PDF.
    - 1.1.1.9. Request List with predefined and ad-hoc query capabilities.
    - 1.1.1.10. Export list as PDF, XLSX and CSV.
    - 1.1.1.11. Calendar and Gantt Chart Views.
    - 1.1.1.12. Switching and Clearance status list for tracking daily and in progress switching jobs

### 1.1.2. Switching Order Module

- 1.1.2.1. Switching Procedure writing with the standardized switching steps templates, check and approval process, step level audit.
- 1.1.2.2. Utilize Generic Switching Library and Switching step templates.
- 1.1.2.3. Printable format Switching Procedure PDF.
- 1.1.2.4. Enter completion times during switching for an electronic record.

### 1.1.3. Unplanned/Automatic Outage Entry, Analysis and Reporting Module

- 1.1.3.1. Unplanned/Forced Outage/Automatic Outage Entry for interruption/disturbance events.
- 1.1.3.2. Support for breaker operations log, System Protection Analysis and Reporting.
- 1.1.3.3. Files attachments and Email Notification.
- 1.1.3.4. Support for loading candidate breaker operations from EMS or historian.

### 1.1.4. Operator Log module

- 1.1.4.1. Operator Log provides ability to view, create, edit, and delete data.
- 1.1.4.2. Operator Log provides ability to forward via email, search, filter, export and sort.
- 1.1.4.3. Operator Log with full text search capabilities within any date range.
- 1.1.4.4. Shift-turnover checklist and report.
- 1.1.4.5. Electronic Substation Entry/ Exit log with ability to interface to and from EMS, mobile units and IVR systems.
- 1.1.4.6. Support web-based UI enable field user to check in/check out the substation using mobile
- 1.1.4.7. Files attachments and Email Notification.

## 1.2. Custom TOA suite capabilities:

- 1.2.1. California Independent System Operator Web-based Outage Management System (CAISO WebOMS) programmatic interface to allow submission of and reception of transmission outage information.

- 1.2.2. Deploy and configure TOA suite pursuant to SVP's requirements in multiple environments (test, production, QA/stage, and disaster recovery).
- 1.3. Reporting capability
  - 1.3.1. All list screens have the ability to query and view results on screen as well as export to a file format such as PDF, XLSX, CSV for ad-hoc reporting.
  - 1.3.2. Predefined reports such as Outage Schedules within a date range, request statistics report, calendar formatted report.
  - 1.3.3. North American Electric Reliability Corporation Transmission (NERC) Availability Data System (TADS) Phase 1, TADS Phase 2 and NERC Mis-operations spreadsheet for compliance reporting.
  - 1.3.4. Enable Open Database Connectivity (ODBC) for purposes of ad-hoc reporting.
- 1.4. Administration functions
  - 1.4.1. Users, roles, privileges information.
  - 1.4.2. Lightweight Directory Access Protocol (LDAP) configuration for integrating authentication and authorization with Active directory.
  - 1.4.3. Maintenance screens for lookup data used in user screens such as drop down lists, checklists etc.
  - 1.4.4. Reports Scheduler.
  - 1.4.5. Maintenance screens for managing asset data such as for substations, line, equipment, devices, regions, etc.
  - 1.4.6. Screens for maintenance of personnel contact information, training qualifications and email groups.
  - 1.4.7. Maintain Generic Switching Steps library.
  - 1.4.8. Maintain templates and frequently used phrases across various TOA modules.
2. Upgrade to Sun-Net Version 17.10 completed on August 1, 2020.
  - 2.1. Upgrade the existing SVP's iTOA with functionalities of the current Sun-Net's base version (17.10) including the following functionality:
  - 2.2. Customizations to SVP's iTOA version 15 in its logging module, as well as the outage request and switching modules will be re-applied to the current trunk code base to become the updated SVP iTOA, and a full functionality test will be performed as outlined below:
    - 2.2.1. Re-apply logging functionality to the system operation log, check list log, shift change log, equipment trouble log, and all associated data/configuration changes with the iTOA admin.

- 2.2.2. Migrating the existing SVP database to the current trunk version, this includes system configurations, lookup type/code, user roles/grands, person/users, stations, equipment and associated equipment, and configurations in it Application Data of the Admin.
- 2.2.3. Re-apply changes to the outage request module: customized data fields, system configurations, and Engineering tab.
- 2.2.4. Switching module: format remove/return steps with new fields and data associated with them.
- 2.2.5. Support SVP in factory acceptance testing and user acceptance testing
- 2.3. Sun-Net shall deploy new deliverables to SVP's test environment to complete the UAT testing; and set up the production environment to Sun-Net Inc. (Sun-Net) is pleased to submit to Silicon Valley Power
- 3. Implementation of remainder of TOA Suite - TOA and PI interface. Obtain breaker trip information from PI into TOA for Donald Von Raesfeld Power Plant (DVR) completed August 30, 2020.
- 4. Purchase and implementation of the iTOA Generation Module completed August 30, 2020.
  - 4.1. iTOA (integrated Tools for Operations Application) suite is a web-enabled application that integrates Outage Scheduling Activities on the Transmission, Distribution & Generation Systems and also encompasses Compliance Monitoring Interruption / Disturbance Logging & Reporting, Comprehensive Switching Program Writing & Retrieval, Substation Entry/Exit Tracking Log and overall System Operations Logging and Reporting Requirements.
  - 4.2. Functional Description - The iTOA Suite provides the following integrated functions:
    - 4.2.1. Outage and Work Request Submission, Processing, Scheduling, Tracking and Querying Coordination and Communication throughout long term, short term, real time outage and work request life cycles
    - 4.2.2. Calendar view and Gantt chart to visualize outage schedule
    - 4.2.3. Detailed Audit Trail for tracking changes to data and recording evidence
    - 4.2.4. System Operator/Dispatcher Daily Log with full text search capabilities within any date range
    - 4.2.5. Shift-turnover checklist and report
    - 4.2.6. Robust and flexible search capabilities to outages, events and logs
    - 4.2.7. Dynamic/Static reports in PDF, CSV, Excel, XML, HTML formats
    - 4.2.8. File attachment and Email Notification

- 4.2.9. Role-based access and authentication using LDAP/Windows Active Directory
- 4.2.10. Compliance with North American Electric Reliability Corporation (NERC) documentation requirements related to Resource and demand balancing (BAL), Transmission Operations (TOP), Voltage and Reactive (VAR), Interconnected Reliability Operations and Coordination (IRO), Protection and Control (PRC) and other Standards
- 4.2.11. Capable of interfacing with the California Independent System Operator Reliability Coordinator/Transmission Operator/Balancing Authority Functions (CAISO-RC/TO/BA) Interconnection such as CAISO Energy Imbalance Market (EIM) for direct submission of outages.
- 4.2.12. Capability of interfacing with various other control center applications such as Energy Management Systems (EMS), Supervisory Control and Data Acquisition (SCADA), Data Historian (OSIsoft PI software), Outage Management System (OMS), Geographic Information System (GIS), Data processing application; Systems, Application and Products (SAP), Phone communications Interactive Voice Response (IVR) etc.
- 4.2.13. Generation Operations Log
  - 4.2.13.1. Based on category, different tasks will be shown
  - 4.2.13.2. PI interface - Relay information from PI to Logging
  - 4.2.13.3. Shift Change - System status view by operators
- 4.3. Deliverables for implementation of Generation Module:
  - 4.3.1. Add and configure Generation module in SVP's current iTOA environments (such Production+ Backup Server, Test Server).
  - 4.3.2. Provide the Admin user interface to allow administrator to enter Plant and Unit information, log configuration etc.
  - 4.3.3. Implement business rules and configuration pursuant to SVP's specifications.
  - 4.3.4. Provide user guides for major user types, such as Control Center User, Field User, Planning user and Administration User.
  - 4.3.5. Provide training to SVP training resource at either Sun-Net office or at the SVP office on-site.
- 5. Provide services to host Silicon Valley Power (SVP) iTOA through Microsoft Azure and to implement California Independent System Operator Web Outage Management System (CAISO WebOMS) Application Programming Interface (API) including.

- 5.1. Set up and management of a Microsoft Azure account for cloud (software as a service) hosting.
- 5.2. Migrate current iTOA from Oracle to SQL server database for Transmission and Generation operation
- 5.3. Implement and deploy SVP iTOA in Cloud server
- 5.4. Perform testing
- 5.5. Provide iTOA cloud maintenance and support
- 5.6. RC/ISO Module License Fee
- 5.7. Establish software escrow
- 5.8. Milestones:
  - 5.8.1. Database migration from Oracle to SQL Server for Transmission Operator (TO), Generation Operator (GO), and admin effort – Estimated duration 2 months
  - 5.8.2. PI Interface – Estimated duration 3 weeks
  - 5.8.3. Set up and Installation – Estimated duration 1 week
  - 5.8.4. CAISO OMS V3+ and iTOA interface development and configuration – Estimated duration 3 weeks
6. Provide services to implement California Independent System Operator (CAISO) Web-based Outage Management (WebOMS) Applications Programming Interface (API) including.
  - 6.1. Equipment mapping between SVP iTOA and CAISO
    - 6.1.1. Add CAISO equipment maintenance functionality in iTOA Admin.
    - 6.1.2. Maintain master data and relationships in iTOA for transmission and generation assets along with attributes required by CAISO
    - 6.1.3. Load CAISO data using spreadsheet templates provided by Sun-Net
    - 6.1.4. Map CAISO and iTOA equipment
  - 6.2. Implement displays for CAISO related changes
  - 6.3. CAISO tab in Request Entry
  - 6.4. Define mapping between Request Entry fields and CAISO tab fields for Generation and Transmission
  - 6.5. Action buttons in CAISO tab to change status in the Web-Based Outage Management System (WebOMS), query status and link an existing Web-Based Outage Management System (WebOMS) Identifier (ID).
  - 6.6. Implement and deploy CAISO API currently integrated in iTOA
  - 6.7. Perform testing using CAISO dev sandbox

6.8. Support SVP with integration and user acceptance testing

7. General Provisions:

- 7.1. Sun-Net shall provide installation and configuration manual(s) covering all aspects of the system infrastructure.
- 7.2. Sun-Net shall provide one electronic copy of User Guides for all standard and custom software.
- 7.3. Sun-Net shall provide on-site training that covers System Installation and Configuration, Software Configuration, Software Administration, and General Use of the Software. The scope of the training shall be to train the trainers on the complete use of the Software and to provide them the knowledge and materials required to design and test the system as well as information to conduct such training sessions for others in SVP. Sun-Net shall provide one electronic copy of the training materials and hereby grants SVP unlimited permission to copy, use, adapt, and change the materials for future or additional classes. SVP shall reproduce materials and conduct additional training required for other personnel.
- 7.4. Sun-Net Responsibilities: Sun-Net shall be responsible for the following services, tasks, and activities for Sun-Net and SVP.
  - 7.4.1. Assign personnel as required to complete scope of work, which may include Project Manager, Project Lead, Developers and Testers.
  - 7.4.2. Perform and provide deliverables as noted in the Deliverables section
  - 7.4.3. Provide regular project status to SVP team
  - 7.4.4. Setup and maintain a development system at Sun-Net site and retain copy of original and all developed customized software in version control.
  - 7.4.5. Deploy and fully test all deliverables in SVP's environment
  - 7.4.6. Perform Unit testing on Sun-Net side and assist with Integration testing at SVP for review and acceptance;
  - 7.4.7. Complete acceptance testing in SVP environment
  - 7.4.8. Provide training on the delivered modules
  - 7.4.9. Deliver patch and release notes for SVP upon each mutually agreed upon release.
- 7.5. SVP Responsibilities
  - 7.5.1. Assign a core team composed of subject matter experts, Information Technology (IT) support staff and analysts, project manager.
  - 7.5.2. Provide requirements to Sun-Net pertaining to deliverables listed.

- 7.5.3. Provide data for Equipment, Substations, Personnel/Switchmen details to Sun-Net for loading into TOA database
- 7.5.4. Assist with development of interfaces with other internal application such as Active Directory etc.
- 7.5.5. Ensure requests from Sun-Net are acted upon within a timely period.
- 7.5.6. Perform Factory Acceptance and User Acceptance testing.
- 7.6. Project Management and Acceptance Criteria
  - 7.6.1. SVP and Sun-Net shall mutually agree to an Implementation Schedule
    - 7.6.1.1. The implementation schedule shall include milestones based on schedules identifying key deliverables and proposed completion dates.
    - 7.6.1.2. Sun-Net project lead and SVP will hold weekly project meetings through WebEx or phone to update each milestone status and review tasks.
    - 7.6.1.3. The schedule and milestone deliverables are subject to revision during implementation in consultation and agreement with the SVP team. The milestone items may be done in parallel and sequence may change based on availability of SVP resources.
    - 7.6.1.4. The schedule applies to delivery of functional requirements based on initial estimate of effort.
    - 7.6.1.5. The schedule does not take into account any major scope changes and any delays due to unavailability of SVP resources.
  - 7.6.2. Sun-Net uses an iterative development process. The intent behind this process is to minimize risk and optimize the product's end user value with continuous feedback.
    - 7.6.2.1. Immediately following the project kick-off, Sun-Net will set up a "hands-on" TOA sandbox server on Sun-Net's facility.
    - 7.6.2.2. Sun -Net will then do a demonstration for the SVP team to go over all the features and functions in the base product. SVP core team can start to use and get a feel of the features contained in the base TOA version.
    - 7.6.2.3. During the design sessions, Sun-Net will also perform gap analysis to bridge the gap in features currently existing in TOA and the features expected by SVP.



- 7.6.2.4. SVP users will work with SVP's project manager and Sun-Net to identify enhancement requirements.
- 7.6.2.5. Sun-Net will analyze these requirements and design the required changes in TOA. In some cases, the Sun-Net team prototypes certain features so that users can visualize the functionality and provide instant feedback to influence the design.
- 7.6.3. The entire project is divided into iterations of about 2-4 weeks long with milestones.
  - 7.6.3.1. Various parts of the software are developed in different milestones and integrated incrementally into the main working system.
  - 7.6.3.2. At the end of each iteration, there are working features/functions available for the users to test.
  - 7.6.3.3. Users then provide feedback based on the working solution and a task list is created.
  - 7.6.3.4. The tasks are then prioritized as per business value and serve as input for the next iteration along with other planned features of the phase.
- 7.6.4. SVP Project Manager, Sun-Net's project Manager and any additional personnel involved in the project, shall meet weekly via WebEx/conference call. The purpose is to discuss the progress made by Sun-Net and other project team members in the performance of their obligations during the period since the most recent meeting.
  - 7.6.4.1. As Deliverables are received, SVP team will complete testing on Sun-Net's sandbox to ensure the requested functionality is correct.
  - 7.6.4.2. During User Acceptance Testing, SVP will validate that the delivered system meets specified functional and reasonable software performance requirements.
  - 7.6.4.3. SVP's final acceptance of the all deliverables required by this SOW shall be deemed to have occurred when there are no critical or major defects impeding the use of the software.
- 7.7. All development, implementation and installation will be managed from the Sun-Net San Jose office.
- 7.8. Hardware and Software Requirements

Until transition to cloud services, SVP shall provide hardware and operation system server software for the application that meets the following requirements and Contractor shall support and implement as outlined below:

- 7.8.1. The current configuration will need two physical servers and therefore, two Windows OS licenses
  - 7.8.1.1. One Production Server hosting both application server and database
  - 7.8.1.2. One Backup Server hosting both application server and database
- 7.8.2. The following are the requirements for each server:
  - 7.8.2.1. Windows 2012 R2 64-bit Server and above
  - 7.8.2.2. 32 GB RAM
  - 7.8.2.3. At least 4 core CPU with each core 2Ghz or above
  - 7.8.2.4. At least 120GB free space (240GB overall disk space is ideal)
  - 7.8.2.5. Around 1 GB table space initially required. TOA database typically grows at the rate of 500 MB per year.
- 7.8.3. Sun-Net will install TOA required software and use the Windows Server OS provided by SVP to prepare the servers.
- 7.8.4. Sun-Net will provide embedded Oracle database license exclusively for TOA and install it on the database server machine.
- 8. Technical Support and Maintenance
  - 8.1. Annual Support costs are effective upon Acceptance of items in Section 1 – 6 of Exhibit A (Acceptance Date).
    - 8.1.1. When Contractor determines that SVP has accepted system implementation, Contractor shall notify SVP.
    - 8.1.2. SVP shall have fifteen (15 days) from that notification to identify any issues that need resolution before system can be accepted.
      - 8.1.2.1. If no issues require resolution, the Acceptance Date shall be the date of notification from Contractor.
      - 8.1.2.2. If SVP identifies issues requiring resolution, Contractor shall resolve those items to the satisfaction of SVP. Once outstanding items are resolved, Contractor shall provide a new notification to SVP.
      - 8.1.2.3. In the event that SVP does not respond within 15 days of the notification from Contractor, the system will be determined to be accepted as of the date of the notice.
  - 8.2. Technical Support Availability
    - 8.2.1. Technical Support Contact Information:
      - 8.2.1.1. Technical Support Dial-In Line: (408) 323-1318, Option 2 or (408)657-8684.
      - 8.2.1.2. Technical Support Email: [support247@snsw.com](mailto:support247@snsw.com)

- 8.2.2. Hours of Support: Assistance is available 24 hours per day and seven days per week (24 X 7) including all holidays.
- 8.3. Support plan includes 80 hours of enhancement effort.
- 8.4. Additional TOA customization will be provided at a discounted T &M rate of a \$150/hour.
- 8.5. Sun-Net Support and Maintenance includes:
  - 8.5.1. Advisory/Remedial Consultation: Sun-Net will be available, as specified in Service Availability, via telephone and e-mail. Sun-Net's Technical Representative will review usage problem(s) encountered by SVP. The Technical Representative will offer a resolution or a suggested direction to obtain a resolution to the problem.
  - 8.5.2. Dial-in Assistance: Sun-Net will provide dial-in assistance for problem resolution on Software as requested by the purchaser. Support efforts will be available and performed 24 X 7.
  - 8.5.3. Software Problem Reporting
    - 8.5.3.1. Where an over-the-phone solution is not possible and Sun-Net determines that the cause of a problem appears to be due to a defect in the software, SVP will be directed to submit a Software Problem Report ("SPR") describing and detailing the problem. The SPR may be submitted electronically via e-mail to the assigned Technical Support Representative.
    - 8.5.3.2. If the categorization of the SPR is identified as critical, the SPR will be handled via phone by technical support at no charge. Sun-Net will apply resources immediately until the problem is resolved. Resolution may include software patches or other approaches as required. SPRs submitted against Sun-Net Standard software and found to be related to customizations will be addressed on a time and material basis using the rates and support hours specified in this Agreement. Hours will be debited against available balance hours for any Service Agreement Plan in effect at that time.
    - 8.5.3.3. If the problem is identified and related to SVP based incorrect data entry, SVP attempted modifications, or other customer related activities, consultation with Sun-Net Representatives will be charged on a time and material basis. Hours will be debited against available balance hours for any Service Agreement Plan in effect at that time.
    - 8.5.3.4. For hours exceeding the Service Agreement Plan in effect, an hourly rate will be applied for consulting

services at the rate specified in Exhibit B – Amended December 15, 2020.

8.6. Professional Service Option Plan Types and Fee

8.6.1. This Agreement includes certain amount of hours of labor for development/enhancements and technical support for Sun-Net software as specified in Exhibit B.

8.6.2. Professional Service Option is a renewable annual service. The Development/Enhancement hours are never forfeited. Unused hours will carry over to the next year. With thirty (30) days' notice in advance of each annual renewal period, City may request a support plan that does not include Professional Service Option. Any hours that were unused will be available until used.

8.6.3. No charge for technical service will apply for problems identified as a result of Sun-Net Software. If a problem is related to incorrect SVP data entry, SVP modifications, or other SVP-related activities, consultation with Sun-Net Representatives will be charged on a time and material basis.

8.7. Software Escrow - Deposit of the source code of software with a third party escrow agent to ensure maintenance of the software instead of abandonment or orphaning in the event that Contractor discontinues support of software.

**EXHIBIT B**  
**TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES**  
**BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND**  
**DANIEL L. SUN INC. DBA SUN-NET CONSULTING**  
**COMPENSATION AND FEE SCHEDULE**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed four hundred seventy eight thousand one hundred seventy four dollars (\$478,174).
  - 1.1. Except as authorized under Section 3 (Maintenance and Support), additional services shall only be authorized by a written addendum to this agreement in advance of services being performed.
  - 1.2. Additional TOA customization will be provided at a discounted T &M rate of a \$150/hour. All additional services shall be approved by the City through an addendum to this agreement. Contractor's quote for additional services shall include an estimate of hourly labor, number of hours, parts materials, and any other costs associated with such additional work.
  - 1.3. Payment will be made within 30 days of an approved invoice in a format approved by City and subject to verification and approval by City. Contractor will bill City on a milestone basis as specified in Section 2 for Services provided by Contractor on an invoice. Contractor will bill City on an annual basis as specified in Section 3 for Cloud Services, software and maintenance. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.
2. Cost Estimate - Implementation

Migrate to iTOA Cloud Hosting Option: Microsoft Azure via SQL server database

<i>Item</i>	Description	Cost	Payment Schedule	Estimated Timeline
1	Database migration from Oracle to SQL Server for TO, GO and Admin effort	\$39,000		Estimated Start: Jan 2021, 2 months development
2	PI Interface	\$18,000		March 2021 - 1 month
3	One-time set up and installation fee	\$6,000		
	<b>SUBTOTAL</b>	<b>\$63,000</b>	<b>Upon Test Acceptance</b>	
4	RC/ISO Module License fee	\$15,000	Upon Contract Execution	
5	CAISO OMS V3+ and iTOA interface development and configuration	\$36,000	Upon Test Acceptance	May 2021, and target June 2021 online
	<b>SUBTOTAL</b>	<b>\$51,000</b>		
	<b>TOTAL – One Time Costs</b>	<b>\$114,000</b>		<b>Jan 2021 – Jun 2021</b>

### 3. Annual Cloud Hosting Fee, Support, and Maintenance Fees

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Annual Cloud Hosting fees Upon Contract Execution (Invoiced on execution of agreement and annually thereafter.)	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911
Annual iTOA 24x7 cloud maintenance and support fee (Prorated on Acceptance Date and annually thereafter to coincide with Annual Cloud Hosting Fees)	\$2,250 per month / estimated 6 months (13,500)	\$27,810	\$28,644	\$29,504	\$30,389	\$31,301
Annual Professional service basic plan (300 hours first year and 80 hours for the remaining years) (Invoiced on Acceptance Date and annually thereafter to coincide with Annual Cloud Hosting Fees)	\$45,000	\$12,400	\$12,800	\$13,200	\$13,600	\$14,000
<b>Subtotal</b>	<b>\$70,500 (estimated 6 months iTOA support)</b>	<b>\$52,570</b>	<b>\$54,175</b>	<b>\$55,817</b>	<b>\$57,495</b>	<b>\$59,212</b>
Software Escrow Set up fee (Invoiced on Acceptance Date and annually thereafter)	\$ 2,050					
Software Escrow annual maintenance fee (Invoiced on Acceptance Date and annually thereafter. Cost is estimated as this cost is passed through from a third-party with no mark up. Contractor shall provide proof of actual costs. In the event that the actual cost exceeds the annual amount specified, an amendment to this agreement may be required.)	\$1,910	\$1,967	\$2,026	\$2,087	\$2,150	\$2,215
<b>Subtotal</b>	<b>\$3,960</b>	<b>\$1,967</b>	<b>\$2,026</b>	<b>\$2,087</b>	<b>\$2,150</b>	<b>\$2,215</b>
<b>One Time Total &amp; Annual Total</b>	<b>\$74,460</b>	<b>\$54,537</b>	<b>\$56,201</b>	<b>\$57,904</b>	<b>\$59,645</b>	<b>\$61,427</b>

4. Reimbursable Expenses: Other than as specified above, there are no reimbursable expenses (including travel) associated with this agreement. The City shall not reimburse local travel (within Santa Clara County).

## **EXHIBIT C**

### **INSURANCE 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:  
  
\$2,000,000 Each occurrence  
\$2,000,000 General aggregate  
\$2,000,000 Products/Completed Operations aggregate  
\$2,000,000 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 policy limits a minimum limit 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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated



wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
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. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. 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.
5. 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 | Silicon Valley Power  
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.