

REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL DESIGN SERVICES

I. Summary

Clean Power Alliance of Southern California (“CPA”) is a two-year old public Joint Powers Authority offering retail electric service to approximately one million customers in 31 communities across Los Angeles and Ventura Counties. Fiscal Year 2019/2020 revenue is projected to be \$750 million. CPA currently has 17 employees and expects to have approximately 40 employees by the end of 2021. CPA is currently located at WeWork in the Gas Company Tower.

CPA desires to move to a new dedicated office in the first half of 2020. As such CPA is seeking qualifications from design firms to provide architectural design services (“Design Firm”) for a renovation of existing office space. The office space has not been selected but will be located in the downtown Los Angeles area or surrounding areas (e.g. Little Tokyo, Chinatown), will need to accommodate a meeting space for CPA’s monthly Board of Directors’ (“Board”) meetings, conference or meeting rooms to accommodate the Board’s various monthly committee meetings, and workspace for up to 40 employees.

CPA issued a Request for Proposal for Real Estate Broker services on August 5, 2019. CPA expects to select a real estate broker by September 6, 2019.

CPA expects to select a Design Firm from those qualified through this RFQ process to work with CPA on the design of the eventual build-out of the selected space. The scope of services requested from the qualified Design Firms has not been determined and could vary significantly based on the space selected, level of tenant improvement (“TI”) necessary, TI allowance, or other factors.

CPA expects the selected Design Firm’s services to commence in the Fall of 2019 and be completed by the end of the first quarter of 2020.

II. RFQ Timetable

The anticipated timetable for this RFQ is as follows:

Description	Date
Release of RFQ	August 19, 2019
Deadline for Written Questions	August 22, 2019 by 5:00 p.m.
Responses to Questions Provided	August 26, 2019
Statements of Qualifications (SOQ) Deadline	August 30, 2019 by 5:00 p.m.
CPA Determination of Qualification	September 6, 2019

III. Questions and Responses

Prospective Design Firms may submit questions regarding this RFQ by email to contracting@cleanpoweralliance.org. All questions must be received by **5:00 pm (Pacific Time) on Thursday, August 22, 2019**. When submitting questions, please specify which section of the RFQ you are referencing and quote the language that prompted the question. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage a potential Design Firm, about the Sample Contract terms or conditions, or, due to unclear instructions, may result in CPA not receiving the best possible responses.

CPA will provide responses to questions on **Monday, August 26, 2019**. CPA reserves the right to group similar questions when providing answers.

IV. Qualification Submission Deadline

The SOQ should be submitted by email to contracting@cleanpoweralliance.org by **5:00 pm (Pacific Time) on Friday, August 30, 2019**. Please include the subject line "STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL DESIGN SERVICES."

It is the sole responsibility of the submitting Design Firms to ensure that its SOQ is received before the submission deadline. Submitting Design Firms shall bear all risks associated with delays in delivery. Any SOQ received after the scheduled closing date and time for receipt of SOQs will not be accepted.

V. SOQ Requirements

The SOQ shall include:

1. Cover letter, summarizing key understanding of the proposed design services, key qualifications, and relevant contact information, including email address, mailing address and phone number(s).
2. The composition of the Design Firm's team, the key team member's role and their relevant experience. Please identify all relevant key consultants, including architects, and other disciplines as necessary, and please provide a resume for each of these key consultants.
3. A description of recent, relative interior design and TI experience including:
 - a. Project or jurisdiction name and location.
 - b. Summary of role/responsibility.
 - c. Reference and client contact information. Please use **Attachment B**.
 - d. Name and title of the client's project manager.
4. A description of Design Firm's understanding of CPA's potential project and any proposed ideas related to the completion of this project.

5. A fee schedule identifying each of the consultant team member's hourly chargeable rates.
6. Financial statements for the prior 3 years.
7. Any other information that will help CPA's selection process, particularly addressing the evaluation criteria identified below.

Submission of a SOQ by a proposing Design Firm shall be deemed a representation that the Design Firm:

- a. Has carefully read and fully understands the information provided by CPA as part of this RFQ.
- b. Understands and acknowledges that CPA expects the selected Design Firm to enter into an agreement with CPA. See **Attachment A**.
- c. Represents that all information submitted is true and correct;
- d. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Design Firm in regard to this RFQ; and,
- e. Acknowledges that CPA has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

No request for modification of a RFQ shall be considered after submission on the grounds that a Design Firm was not fully informed about any fact or condition.

VI. Design Criteria

CPA is targeting a commercial office space for lease in downtown Los Angeles or surrounding areas (e.g. Little Tokyo, Chinatown). Within this space, CPA will pursue the following criteria to guide the design of that space and conditions set forth in this RFQ.

- **Space Planning** – Design space to accommodate offices, storage, server room, entry and walkways, and meeting/conference rooms for up to 40 CPA staff. CPA expects a mix of private offices, collaborative work areas, dedicated and/or flexible meeting rooms, and visibility into the workspace.
- **Performance Objectives** – CPA will be putting a premium on designs that follow biophilic principles, use natural lighting, maximize interior and exterior views, and promote human health and well-being through both the selection of finish materials and HVAC type/placement. Design connections to CPA's mission of providing renewable energy, promoting building and transportation electrification, and both mitigating and adapting to climate change are welcome.
- **Board of Directors Meeting Room**
 - A meeting room of approximately 1500 square feet for monthly board of director meetings.

- Seating for approximately 25 Board Members, 5 CPA Staff, 30 members of the general public and additional CPA staff, and a lecturn area for public comment and staff presentations.
 - Representatives from the general public will have access to the meeting room and enhanced security for the remainder of the office should be considered.
 - A/V needs include microphones and video and audio equipment capable of teleconferencing, videoconferencing and recording/broadcasting of meetings. CPA desires to explore remote voting systems as well.
 - The Board meeting room should be flexible enough to be able to be used as a large conference room for staff meetings and other public and private events.
- **Certification** – CPA is considering LEED-CI and/or WELL certification.

VII. SOQ Evaluations & Criteria

SOQs will be evaluated in accordance with the following evaluation criteria.

Design Firm - Evaluation Criteria
Strength of the firm in relevant technical areas
Demonstrated success and experience in performing design services for a public entity, like CPA
Design creativity and relevant expertise in meeting CPA's Design Criteria (Section IV).
Financial stability

Following the initial evaluation, CPA may select a particular Design Firm (with or without interviews) or enter into discussions with Finalists.

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial SOQs received. References may be contacted at any point in the evaluation process.

After a Design Firm has been selected, CPA and the prospective contractor will negotiate a contract for execution by CPA. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Design Firm who submitted a SOQ, as determined by CPA. Design Firms are further notified that CPA may disqualify any Design Firm with whom CPA cannot satisfactorily negotiate a contract.

VIII. Reservation of Rights

This RFQ is a solicitation for qualifications only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all SOQs submitted in response to this RFQ. CPA also may, in its sole discretion, make no award for this RFQ or cancel this RFQ in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the SOQ. CPA further reserves its right to waive minor errors and omissions in the SOQ, request additional information or revisions to offers, and to negotiate with any or all Design Firms.

CPA shall not be liable for any costs incurred by the Design Firm in connection with the preparation and submission of any SOQ. CPA reserves the right to waive inconsequential disparities in a SOQ. CPA has the right to amend the RFQ, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFQ at a future date.

IX. Confidentiality and Public Records

Responses to this RFQ shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The SOQ will become a matter of public record when contract negotiations are complete or when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of the SOQ that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Design Firm as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law. **In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a SOQ marked "Confidential", "Trade Secrets", or "Proprietary", Design Firm agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.**

A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Design Firm who indiscriminately and without justification identifies most or all of the SOQ as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

X. Conflicts of Interest

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Potential Design Firms are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing vendor conduct and any potential vendor is advised to review all policies, including but not limited to the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

You may not contact or receive information outside of this RFQ process. If it is discovered that a potential Design Firm contacted and received information from anyone other than the person specified above and under the process specified herein regarding this RFQ, CPA may, in its sole discretion, disqualify your SOQ from further consideration.

All contact regarding this RFQ or any matter relating thereto must be in writing and may be emailed to contracting@cleanpoweralliance.org.

ATTACHMENTS

Attachment A – Sample CPA Contract

Attachment B – Prospective Contractor References

Attachment C – Campaign Contribution Form

Attachment A – Sample Contract

Attached is a sample CPA Agreement that will be negotiated between the CPA and selected Design Firm. Additional terms and conditions will be incorporated dependent on circumstances, including scope of services, the space selected, any tenant improvement or allowance, and other factors.

Clean Power Alliance of Southern California

This _____ Agreement (this “Agreement”) dated and effective as of _____ (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA,

_____ (“CPA”) and

_____ (“Consultant”).

CPA and Consultant are sometimes collectively referred to herein as the “Parties” and each individually as a “Party.” In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA may contract with architectural design firms for the furnishing of architectural design services for a renovation of office space to or for CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Consultant shall provide to the CPA.

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

AGREEMENT

1. Definitions

- a. “CPA Data” shall mean all data gathered or created by Consultant in the performance of the Services pursuant to this Agreement, including any customer or customer-related data
- b. “CPA Information” shall mean all proprietary information provided by CPA to Consultant in connection with this Agreement.
- c. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Consultant, its officers, employees and agents for CPA in the course of implementing this Agreement.
- d. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- e. “Services” shall mean the scope of services Consultant provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Description of Services

Exhibit B – Compensation [and Rates, Fixed Price, or Not-to Exceed Amount]

Exhibit C – Consultant Statement of Qualifications

Exhibit D – [reserved]

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C and D, in that order.

3. Services to be Performed by Consultant.

In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in the Description of Services set forth in Exhibit A (“Services”).

4. Compensation

CPA agrees to compensate Consultant as specified in Exhibit B:

- a.** In consideration of the Services provided by Consultant in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A. CPA shall make payment to Consultant based on [the time and material rates, not-to-exceed, or fixed fee] and in the manner specified in Exhibit B.
- b.** Unless otherwise indicated in Exhibit B, Consultant shall invoice CPA monthly for all fees related to Services performed during the previous month. Payments shall be due within thirty (30) calendar days after the date of invoice. All payments must be made in U.S. dollars.

5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”).

6. Termination

- a.** Termination for Convenience. CPA may terminate the Agreement in accordance with this Section in whole, or from time to time in part, whenever CPA determines that termination is in CPA’s best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, before the settlement of the terminated portion of this Agreement, Consultant may file with CPA a request in writing for

equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b.** Termination for Default. Party defaults in the observance or performance by a Party of any such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues uncured for thirty (30) business days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement, provided, however, that for such events which require more than thirty (30) business days to cure, then the defaulting Party shall have such additional time as may reasonably be required to effect such cure provided that the defaulting Party diligently and continuously pursues such cure.
- c.** Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Consultant may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 5(a); and (iii) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Consultant shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

7. Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

8. Payments of Permits/Licenses

Consultant bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Consultant's own expense prior to commencement of the Services.

9. Relationship of Parties

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this

Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

10. Confidential Information.

- a.** Consultant agrees that Consultant will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information, except to the extent necessary to carry out Consultant's responsibilities as directed or authorized by CPA.
- b.** Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Consultant or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Consultant or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Consultant or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Consultant or its Representatives develop independently without use of or reference to Confidential Information provided by Consultant; or (5) information that is approved for release in writing by Consultant.

11. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein. Nothing herein shall be construed as a limitation on Consultant's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Consultant of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

(a) General Liability

The Consultant shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the

Certificate of Insurance shall include an additional endorsement page.

(b) Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

(c) Workers' Compensation

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

(d) Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Consultant shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Consultant has segregated amounts in a special insurance reserve fund or Consultant's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Consultant shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

12. Indemnification

Consultant agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Consultant's performance of this Agreement. Consultant further agrees to indemnify, and save harmless Company from and against any and all third- party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Company may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Consultant's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Consultant's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence

or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

13. Independent Contractor

- a.** Consultant acknowledges that Consultant, its officers, employees, or agents will not be deemed to be an employee of Company for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Consultant; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Consultant; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Consultant.
- b.** Consultant declares that Consultant will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Consultant agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

14. Compliance with Applicable Laws

The Consultant shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Agreement.

15. Nondiscriminatory Employment

Consultant and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted subcontractor understands and agrees that Consultant and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

16. Work Product.

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Consultant for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Consultant may keep file reference copies of all documents prepared for CPA.

17. Notices

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

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director
Address: 555 W. 5th Street, 35th Floor
Telephone: 213-269-5890
Email: tbardacke@cleanpoweralliance.org

In the case of Consultant, to:

Name/Title:
Address:
Telephone:
Email:

18. Assignment

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Subcontracting

Consultant may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Consultant acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

20. Retention of Records and Audit Provision

Consultant and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Consultant's premises or, at CPA's option, Consultant shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Consultant shall refund any monies erroneously charged. Consultant shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

21. Conflict of Interest

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation,

- b. of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- c. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

22. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

23. Amendments

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

24. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

25. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

26. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Clean Power Alliance of Southern California

By: _____

By: _____

Title:

Title:

ATTACHMENT B

**PROSPECTIVE
CONTRACTOR
REFERENCES**

Contractor's Name:

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

ATTACHMENT C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Government Code Section 84308

In accordance with California law, bidders and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and **further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the CPA Board.** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Exhibit A.

* * * * *

Every bidder or contractor must disclose as follows:

Section 1

Bidder/Contractor (Legal Name) _____

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

*Attach additional pages, if necessary

Section 2

Has Contractor or Bidder (identified in Section 1) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

Section 3

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

I, _____, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements. I declare the foregoing disclosures to be true and correct.

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

Exhibit A
REGULAR DIRECTORS

County/City	Regular Directors	Title
Agoura Hills	Deborah Klein Lopez	Councilmember
Alhambra	Adele Andrade-Stadler	Mayor
Arcadia	Sho Tay	Councilmember
Beverly Hills	Julian Gold	Councilmember
Calabasas	Alicia Weintraub	Mayor pro Tem
Camarillo	Tony Trembley	Vice Mayor
Carson	Jawane Hilton	Councilmember
Claremont	Corey Calaycay	Mayor
Culver City	Meghan Sahli-Wells	Mayor
Downey	Sean Ashton	Councilmember
Hawaiian Gardens	Myra Maravilla	Mayor
Hawthorne	Alex Monteiro	Councilmember
LA County	Sheila Kuehl	Supervisor District 3
Malibu	Skylar Peak	Councilmember
Manhattan Beach	Nancy Hersman	Mayor
Moorpark	Janice Parvin	Mayor
Ojai	Johnny Johnston	Mayor
Oxnard	Carmen Ramirez	Mayor Pro Tem
Paramount	Laurie Guillen	Councilmember
Redondo Beach	Christian Horvath	Councilmember
Rolling Hills Estates	Steve Zuckerman	Councilmember
Santa Monica	Kevin McKeown	Councilmember
Sierra Madre	John Harabedian	Mayor pro Tem
Simi Valley	Ruth Luevanos	Councilmember
South Pasadena	Diana Mahmud	Councilmember
Temple City	Nanette Fish	Mayor
Thousand Oaks	Claudia Bill-de la Pena	Councilmember
Ventura City	Christy Weir	Councilmember
Ventura County	Linda Parks	Supervisor
West Hollywood	Lindsey Horvath	Mayor pro Tem
Whittier	Henry Bouchot	Councilmember

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
Agoura Hills	Linda Northrup	Mayor
Alhambra	Jeff Maloney	Councilmember
Alhambra	Martin Ray	Director of Utilities
Arcadia	Tom Tait	Public Works Director
Arcadia	Dominic Lazzaretto	City Manager
Beverly Hills	Robert Wunderlich	Councilmember
Calabasas	David Shapiro	Mayor
Calabasas	John Bingham	Sr. Mgmt Analyst
Camarillo	Kevin Kildee	Mayor
Camarillo	Susan Santangelo	Councilmember
Carson	Cedric L. Hicks Sr.	Mayor Pro Tem
Carson	Reata Kulcsar	Civil Engineer Asst
Claremont	Jennifer Stark	Councilmember
Claremont	Christopher Paulson	Community Svc Dir
Culver City	Daniel Lee	Councilmember
Culver City	Joe Susca	Sr. Mgmt Analyst
Downey	Alex Saab	Councilmember
Downey	Rick Rodriguez	Mayor
Hawaiian Gardens	Ramie L. Torres	Public Works Executive Assistant
Hawthorne	Doug Krauss	Administrative Analyst
Hawthorne	Frank Feng	Financial Analyst
LA County	Mark Ridley Thomas	Supervisor District 2
LA County	Gary Gero	Chief Sustain Officer
Malibu	Rick Mullen	Councilmember
Malibu	Christine Shen	Envir Sustain Analyst
Manhattan Beach	Richard Montgomery	Mayor Pro Tem
Manhattan Beach	Dana Murray	Envir Manager
Moorpark	Jessica Sandifer	Community Svc Mgr
Moorpark	Roseann Mikos	Mayor Pro Tem
Ojai	Michelle Ellison	Public
Oxnard	Bert Perello	Councilmember
Oxnard	Kathleen Mallory	Environmental Services Manager
Paramount	Adriana Figueroa	Public Works Dir
Redondo Beach	John Gran	Councilmember

Redondo Beach	Ted Semaan	Public Works Dir
Rolling Hills Ests	Judy Mitchell	Mayor
Rolling Hills Ests	Jeannie Naughton	Senior Planner
Santa Monica	Pam O'Connor	Public
Santa Monica	David Pettit	Public
Sierra Madre	Gabriel Engeland	City Manager
Sierra Madre	James Carlson	Management Analyst
Simi Valley	Keith Mashburn	Mayor
Simi Valley	Samantha Argabrite	Deputy City Manager/Public Information Officer
South Pasadena	Kim Hughes	Public
Temple City	William Man	Councilmember
Temple City	Tom Chavez	Mayor Pro Tem
Thousand Oaks	Helen Cox	Sustainability Division Manager
Thousand Oaks	Jay Spurgin	Public Works Director
Ventura City	Sofia Rubalcava	Deputy Mayor
Ventura City	Joe Yahner	Division Manager, Environmental Sustainability
Ventura County	Steve Bennett	Supervisor
West Hollywood	Lauren Meister	Councilmember
West Hollywood	Robyn Eason	Senior Planner
Whittier	Fernando Dutra	Mayor Pro Tem