

REQUEST FOR PROPOSALS (RFP) GEOGRAPHIC INFORMATION SYSTEMS (GIS) WEB TOOL AND ADDITIONAL GIS SERVICES

I. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals from qualified and experienced contractors to provide Geographic Information Services (“GIS”) services and to develop a GIS web browser tool to support CPA’s Disadvantaged Communities Green Tariff (“DAC-GT”) and Community Solar Green Tariff (“CSGT”) Request For Offer (“RFO”) process.

II. BACKGROUND

CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice in electricity service providers to approximately 1 million customer accounts in Southern California. CPA’s Fiscal Year 2019/2020 revenue is projected to be \$750 million.

CPA began offering service to municipal customers of unincorporated Los Angeles County in February 2018 and began service to non-residential customers of unincorporated Los Angeles County, Rolling Hills Estates, and South Pasadena beginning in June 2018. CPA enrolled residential customers from 31 of its member jurisdictions in February 2019 and completed enrollment of its current non-residential customers in May 2019. Both residential and non-residential customer enrollments in Westlake Village, CPA’s newest and 32nd member, will occur in June 2020.

CPA offers retail electricity service to its customers, with approx. 11,600 GWh of annual load. On an annual load basis, CPA is the fifth largest Load Serving Entity (“LSE”) in the State of California and is the largest CCA in the nation.

CPA is a mission-based organization. CPA has an electric supply portfolio with overall lower Greenhouse Gas (“GHG”) emissions than that of Southern California Edison’s bundled service, encourages the use and development of cost-effective renewable and distributed energy resources, promotes public health in areas impacted by energy production, provides regional economic benefits and workforce development opportunities; and offers customers a choice of differentiated renewable product tiers at competitive rates.

III. **QUALIFICATIONS AND EXPERIENCE**

A qualified Proposer should have the following minimum qualifications and experience:

- The Proposer must have applicable qualifications and experience with utilizing data in various formats, census data or other publicly available data sets to map and visualize features and demographics across multiple geographic territories.
- Proposer must have applicable qualifications and experience to support the development of an integrated web browser-based GIS tool
- The Proposer must have applicable qualifications and experience with providing GIS services for CCAs or electric or municipal utilities.

IV. **SCOPE OF SERVICES**

A. Scope of Work

A detailed description of the Scope of Work for GIS Services is contained in **Attachment A** (“Contemplated Scope of Services”).

B. Term of Work

Services under this RFP are expected to commence on July ~~ne~~ 9¹, 2020 and continue until June 30, 2021 (“Term”).

V. **PRICING**

Proposer must (a) describe in detail the compensation structure to meet the Scope of Services specified in **Attachment A**; (b) describe in detail any fees or charges for travel, telephone calls, and any other expenses anticipated to be incurred, which shall be separately billed (NOTE: any compensation for such fees or expenses shall be at-cost, i.e., no margin, or additional fees shall be charged); and (c) describe in detail any discounts or downward adjustments that are available and the conditions for such discounts. The compensation structure can include (i) fixed price or (ii) hourly rates, in which case the Proposer must specify the rate increments for each professional who will or is anticipated to perform services outlined herein, and a not-to-exceed amount.

Proposer may, at its option, submit one (1) alternative pricing proposal but that proposal must specify any additional amounts proposed and justify in detail the cost breakdown for each individual scope item described in **Attachment A**, or by another divisible increment. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

VI. RFP Process

A. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	May 1, 2020
Deadline for Written Questions	May 8, 2020 by 5:00 p.m.
Responses to Questions Provided	May 2014 , 2020
RFP Proposals Due	May 2915, 2020 by 4:00 p.m.
Interviews (if needed)	June May 120-522 , 2020
Execution of Contract	No later than July May 9 25, 2020
Commencement of Work	No later than July ne 91 , 2020

B. Questions and Responses

Prospective bidders may submit questions regarding this RFP by email to contracting@cleanpoweralliance.org. When submitting questions, please specify which section of the RFP 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 bidder or, due to unclear instructions, may result in CPA not receiving the best possible responses from bidder.

CPA will provide responses to questions on **Monday, May ~~2014~~, 2020**. CPA reserves the right to group similar questions when providing answers.

C. Proposal Submission Deadline

The Bidder's proposal should be submitted by email to contracting@cleanpoweralliance.org by **4:00 pm on Friday, May ~~29~~15, 2020**. Please include "PROPOSAL FOR GIS SERVICES" in the email subject line.

It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

D. Proposal Evaluation Criteria

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

Evaluation Criteria
Proposer's qualifications and experience (see Section III).
Proposer's approach to the Contemplated Scope of Services identified in Attachment A .
Proposer's Pricing (see Section V)

E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified, in Section VI.D., above. CPA may select one particular Bidder or select a combination of Bidders (with or without interviews); or conduct interviews with a "short list" of Bidders, consisting of those Bidders reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or, fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA's sole discretion.

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

After a Bidder has been selected, CPA will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Bidder who submitted a proposal, as determined by CPA. Bidders are further notified that CPA may disqualify any Bidder with whom CPA cannot satisfactorily negotiate a contract. A contract may be presented to CPA's Board of Directors for approval.

VII. **PROPOSAL REQUIREMENTS**

Proposals shall include the following components:

- Bidder's qualifications and experience with the elements specified in Section III (Qualifications and Experience). Bidder must provide qualifications for all team members, including the principal, company official(s), and other personnel who Bidder anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Bidder's anticipated subcontractors or teaming partners.
- Bidder's explanation for how it plans to meet Task and Deliverables specified in

Attachment A (which will be attached to the final agreement as Exhibit A). This section must include:

- A list of the Bidder's planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member's role and responsibility.
 - A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
 - Bidder must provide its pricing proposal, including the information required in Section V., "Pricing," above. Bidder should describe any fixed fees or hourly billing rates, fees, or other compensation that Bidder may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.
 - If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- Bidder may submit a proposal for both the GIS Web Tool and the As-Needed GIS Services identified in **Attachment A**. Alternatively, a proposer may choose to submit a proposal for either the GIS Web Tool or the As-Needed GIS Services.
 - Bidder's completed Prospective Contractor References Form. See **Attachment B**.
 - Any required changes to CPA's Pro Forma Contract. See **Attachment D**.
 - Bidder's completed Proposer's completed Campaign Contribution Form. See **Attachment E**.

VIII. RESERVATION OF RIGHTS

This RFP is a solicitation for proposals 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 proposals submitted in response to this RFP. CPA also may, in its sole discretion, make no award for this RFP or cancel this RFP 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 proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Bidders.

CPA shall not be liable for any costs incurred by the Bidder in connection with the

preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, 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 RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal 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 RFP at a future date.

IX. CONFIDENTIALITY AND PUBLIC RECORDS

Responses to this RFP shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The recommended Bidder's proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Bidder 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 proposal marked "Confidential", "Trade Secrets", or "Proprietary", Bidder 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 proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Bidder who indiscriminately and without justification identifies most or all of its proposal 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. Bidders are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Bidders are advised to review all policies, including the Vendor Communication Policy available here:

<https://cleanpoweralliance.org/key-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered that the Bidder contacted and received information from anyone other than the email address specified above and under the process specified herein regarding this solicitation, CPA may, in its sole discretion, disqualify your proposal from further consideration.

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

ATTACHMENTS

Attachment A – Contemplated Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Member Agencies

Attachment D – CPA Sample Contract

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A SCOPE OF SERVICES

The principal responsibility of the selected Bidder is to provide a full range of Geographic Information Systems (“GIS”) services that include, but are not limited to, the following:

I. GIS Web Tool

- Creation of a web application to support CPA’s DAC-GT and CSGT RFO.
- Development of digital basemaps, operational layers, and a geodatabase to query information related to CPA’s service territory, including identification of CPA’s member agency geographic footprint and Disadvantaged Communities (DACs).¹
- Tasks and tools to support the web GIS application.
- Training for CPA staff to maintain the web tool.

II. As-Needed GIS Services

a. End-Use Analysis Tasks

- Create various types of custom GIS files types to CPA specifications such as shapefiles, KMZ/KML files, geodatabase files, layers, or others, and ability to work with a wide array of GIS file types.
- Overlay existing publicly available datasets and shapefiles, such as census data or political boundaries, to custom CPA GIS files.
- Overlay existing publicly available datasets and shapefiles to proposed project sites submitted in CPA’s clean energy request for offers (RFOs).
- Assist with gathering and validation of open source data may be required.
- Create detailed maps with multiple layers depicting CPA service territory and other relevant boundaries for marketing and communications purposes.
- Determining CPA eligibility for specific grants or programs based on geographical requirements.
- Creating heat maps to illustrate demographic/customer/environmental characteristics across CPA territory.
- Identifying CPA communities or customers for programs outreach based on

¹DACs are defined under D.18-06-027 as communities that are identified in the CalEnviroScreen 3.0 as among the top 25 percent of census tracts statewide, plus the census tracts in the highest five percent of CalEnviroScreen’s Pollution Burden that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data.

population or other geospatial characteristics, such as location in a Disadvantaged Community.

- Identifying CPA communities that are vulnerable to climate impacts.
- Identifying availability of renewable energy project sites within CPA's service territory based on geographic/demographic criteria.
- Identify elected officials that serve in CPA's territory.
- Validate customer geographic eligibility for CPA service by comparing weekly/monthly customer lists, during future mass enrollment phases or territory annexations.
- Evaluate various renewable energy project submissions based on various environmental stewardship or Disadvantaged Community map layers via a mapping tool, which will be available for external use on CPA's website.

b. General GIS Tasks

- Utilize data provided by CPA, census data or other publicly available data sets to map and visualize features and demographics across CPA territory.
- Prepare maps, files, and/or datasets in response to questions posed by CPA.
- Prepare maps for data visualization or interactive scenario analysis.
- Evaluate energy contracting proposals based on their project footprint (including land use and various renewable energy designations).

III. Additional Considerations:

- Bidder should be able to facilitate integration of GIS based tools into an interactive web-based format is desired.
- Bidder will work with Data Manager to integrate and continuously update GIS attributes into individual accounts in CRM.
- Bidder's work will need to be produced with aesthetic consideration, as it may be utilized in public settings to communicate information or placed on the CPA website.
- Bidder will work with a CPA staff project coordinator that will prioritize and manage internal CPA requests for GIS deliverables.
- All generated files, datasets, and completed work will be owned by CPA.

**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 of Firm	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
List of CPA MEMBER AGENCIES

County/City
Agoura Hills
Alhambra
Arcadia
Beverly Hills
Calabasas
Camarillo
Carson
Claremont
Culver City
Downey
Hawaiian Gardens
Hawthorne
LA County
Malibu
Manhattan Beach
Moorpark
Ojai
Oxnard
Paramount
Redondo Beach
Rolling Hills Estates
Santa Monica
Sierra Madre
Simi Valley
South Pasadena
Temple City
Thousand Oaks
Ventura City
Ventura County
West Hollywood
Westlake Village
Whittier

**ATTACHMENT D
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.
- b. 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.

- c. 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.
- d. 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.
- e. 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, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.

- b. 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: _____

Title:

By: _____

Title:

**ATTACHMENT E
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 any campaign contribution of more than \$250 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. **Please note that Exhibit A may change from time to time. It is the contractor's or bidder's responsibility to comply with Section 84308.**

* * * * *

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 I) 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, including any continuing compliance obligations. I declare the foregoing disclosures to be true and correct.

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

The following individuals listed are elected officials who serve on Clean Power Alliance’s Board of Directors as either Regular or Alternate Directors. Non-elected alternate directors are not included, unless they are campaigning for elected office.

REGULAR DIRECTORS

County/City	Regular Directors
1. Agoura Hills	Deborah Klein Lopez
2. Alhambra	Ross Maza
3. Arcadia	Sho Tay
4. Beverly Hills	Julian Gold
5. Calabasas	Alicia Weintraub
6. Camarillo	Susan Santangelo
7. Carson	Jawane Hilton
8. Claremont	Corey Calaycay
9. Culver City	Meghan Sahli-Wells
10. Downey	Sean Ashton
11. Hawaiian Gardens	Jesse Alvarado
12. Hawthorne	Alex Monteiro
13. LA County	Sheila Kuehl
14. Malibu	Skylar Peak
15. Manhattan Beach	Nancy Hersman
16. Moorpark	Janice Parvin
17. Ojai	Johnny Johnston
18. Oxnard	Carmen Ramirez
19. Paramount	Laurie Guillen
20. Redondo Beach	Christian Horvath
21. Rolling Hills Estates	Steve Zuckerman

22. Santa Monica	Kevin McKeown
23. Sierra Madre	John Capoccia
24. Simi Valley	Ruth Luevanos
25. South Pasadena	Diana Mahmud
26. Temple City	Nanette Fish
27. Thousand Oaks	Bob Engler
28. Ventura	Christy Weir
29. Ventura County	Linda Parks
30. West Hollywood	Lindsey Horvath
31. Westlake Village	Kelly Honig
32. Whittier	Fernando Dutra

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)
1. Agoura Hills	Linda Northrup
2. Alhambra	Jeff Maloney
3. Beverly Hills	Robert Wunderlich
4. Calabasas	David Shapiro
5. Camarillo	Kevin Kildee
6. Carson	Cedric L. Hicks Sr.
7. Claremont	Jennifer Stark
8. Culver City	Daniel Lee
9. Downey	Alex Saab
10. Downey	Rick Rodriguez

11. LA County	Mark Ridley Thomas
12. Malibu	Rick Mullen
13. Manhattan Beach	Richard Montgomery
14. Moorpark	Roseann Mikos
15. Oxnard	Bert Perello
16. Redondo Beach	John Gran
17. Rolling Hills Estates	Judy Mitchell
18. Sierra Madre	Rachelle Arizmendi
19. Simi Valley	Keith Mashburn
20. Temple City	William Man
21. Temple City	Tom Chavez
22. Ventura	Sofia Rubalcava
23. Ventura County	Steve Bennett
24. West Hollywood	Lauren Meister
25. Westlake Village	Ned Davis
26. Whittier	Henry Bouchot