

**REQUEST FOR PROPOSALS (RFP) FOR  
CONSULTING ENGINEER FOR SITE INVENTORY & ASSESMENT  
AND AS-NEEDED SOLICITATION SUPPORT**

**I. OBJECTIVE**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced individuals or firms (individually, a “Proposer” and collectively, “Proposers”) for a consulting engineer to develop a comprehensive inventory and technical assessment of the most suitable site in each of CPA’s 32 member jurisdictions (“Site Inventory & Assessment”) for development of Behind-The-Meter (“BTM”) solar photovoltaic (“PV”) paired or standalone energy storage.

CPA is currently developing a program that will provide installation of a single BTM solar PV system paired with battery energy storage, or a standalone battery energy storage system, to each of its 32 member agencies. These energy storage systems will provide islanded backup power for critical community or municipal facilities during outages such as Public Safety Power Shutoff (“PSPS”) events or natural disasters, while providing CPA with energy and capacity value during normal operation. After the Site Inventory & Assessment is complete, CPA intends to procure engineering, procurement or construction services, or some combination thereof, for the installation of the single BTM solar PV systems paired with battery energy storage, or a standalone battery energy storage system, to each of its 32 member agencies (the “Construction Solicitation(s)”).

**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.

In preparation for releasing the Construction Solicitation(s) in late 2020 to install the critical facility backup BTM systems, CPA is seeking an engineering services provider to act as CPA’s consulting engineer in this process. As the consulting engineer, the selected Proposer will help CPA and its member agencies develop an inventory of 32 sites, one site per member agency, and conduct an assessment of each site for solar PV-paired or standalone battery storage development. Proposers with experience assessing sites for microgrid potential are encouraged to apply. This Site Inventory & Assessment will be used as the basis for the development of bids in the Construction Solicitation(s) process

as the type and size of chosen site will vary considerably across CPA's diverse member agencies. Types of municipal sites that will be chosen for assessment may include community centers, libraries, first responder stations, municipal yards, or administrative buildings. Chosen sites will be facilities that provide critical services to communities during times of emergency power outage, such as cooling centers during extreme heat or PSPS events, evacuation centers during wildfires, or command centers for emergency operations. The detailed assessment of the 32 chosen sites will consist of both a qualitative and technical assessment of the sites' BTM solar-paired, or standalone, energy storage development potential.

CPA anticipates that the Site Inventory & Assessment will be a highly collaborative undertaking between the selected Proposer, CPA staff, and member agencies' staff to determine and describe the selected site for each agency, the critical nature of the site, the identified site loads and duration for backup, operational needs of those sites during emergencies/outages, installation readiness, and peak load shifting potential. This Site Inventory & Assessment will be released in conjunction with the Construction Solicitation(s) to assist in the development of bids in CPA's subsequent Construction Solicitation(s) process.

Selected Proposer will also provide CPA with Construction Solicitation(s) support, including development of technical parameters and evaluation of Proposers' responses. **As the consulting engineer, the selected Proposer for this RFP will not be eligible to bid for CPA's Construction Solicitation(s) for BTM storage.**

### **III. QUALIFICATIONS AND EXPERIENCE**

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

- The Proposer must have applicable qualifications and experience utilizing electricity usage data in various formats to determine the load shifting potential of solar generation and battery energy storage.
- The Proposer must have experience with utility data analysis software such as Energy Toolbase or Energy Acuity.
- The Proposer must have applicable qualifications and experience providing site assessment services for solar PV and battery energy storage.
- The Proposer must have applicable qualifications and experience managing projects of this size and scope, as well as experience working with municipal or public agency stakeholders.

- **The Proposer’s project team must include a California Licensed Professional Engineer.**

#### **IV. SCOPE OF SERVICES**

##### **A. Scope of Services**

The required Scope of Services is attached hereto as **Attachment A** (“Scope of Services”) and incorporated herein. By submitting a Proposal, the Proposer represents that it is fully qualified and available to provide the services set forth in the Scope of Services, and that it agrees to provide those services if it is awarded the contract, which will attach and incorporate the Scope of Services.

##### **B. Term of Services**

Services under this RFP are expected to commence in September 3, 2020 and continue until September 30, 2021 (“Term”).

#### **V. PRICING**

Proposer must (a) provide a detailed compensation structure to meet the Scope of Services specified in **Attachment A**; (b) describe the components of the any fees or charges for travel, telephone calls, and any other expenses that proposer anticipates incurring, which shall be separately billed (NOTE: any compensation for such fees or expenses shall be at-cost on a pass-through basis, i.e., no margin, mark-up, 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 must include both (i) fixed price and (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. In submitting the pricing Proposals, the proposer must explain the assumptions, differences, and benefits between the pricing CPA reserves the right, at its sole discretion, to reject or accept any one of the two pricing Proposals.

## VI. RFP Process

### A. Anticipated RFP Schedule

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the due date for Proposals, and may be amended by addenda to this RFP:

Description	Date
Release of RFP	July 21,2020
Prospective Proposer's Webinar	July 27, 2020 at 1PM
Deadline for Written Questions	July 29, 2020 by 4:00 p.m.
CPA Responses to Proposer Questions	August 4 <del>3</del> , 2020
<b>RFP Proposals Due</b>	<b>August 10, 2020 by 4:00 p.m.</b>
Interviews (if needed)	August 17-21, 2020
Execution of Contract	No later than September 3, 2020
Commencement of Work	No later than September 3, 2020

### B. Prospective Proposers' Webinar

A Proposer's webinar will be held on July 27, 2020 from 1PM to 2PM (Pacific Time). Please use the link below to register for the webinar. After registering, you will receive a confirmation email containing information about joining the webinar. At the time of the webinar, please use this same link to join the webinar. A transcript of the webinar will be posted on the CPA website within 48 hours of the conclusion of the webinar.

#### **Webinar Registration Link**

<https://zoom.us/meeting/register/tJEof-qgrzluHtBeghPwsbwiWNulwmFde9Fs>

### C. Prospective Proposer's Questions and CPA Responses

Prospective proposers may submit questions or objections relating to this RFP, the attachments hereto, the RFP procedures, or the required services via email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org). When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. Any questions or objections that are not submitted in the manner

specified and by the deadline for questions will be deemed waived. CPA will not be bound by the oral representations of any CPA officials, employees, or representatives.

CPA will provide responses to questions on **Monday, August 4<sup>th</sup>, 2020**. Responses to any questions will be provided in an addenda to the RFP. See Section VI.D., below.

CPA reserves the right to group similar questions when providing answers.

#### **D. Addenda**

CPA reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the due date for Proposals or to Attachments to this RFP. Addenda will be posted on CPA's website and be sent to each potential Proposer which CPA records indicate has received this RFP. Each Proposer is solely responsible for reviewing CPA's website for any addenda, and for reviewing any and all addenda before submitting its Proposal.

#### **E. Proposal Submission Deadline**

A Proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by **4:00 pm on Monday, August 10, 2020**. Please include "PROPOSAL FOR CONSULTING ENGINEER" in the email subject line.

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers 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.

#### **F. Proposal Evaluation Criteria**

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

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

#### **G. Evaluation Process**

CPA will evaluate the Proposals pursuant to the criteria specified, in Section VI.F., above. CPA may select one particular Proposer or select a combination of Proposers (with or without interviews); or conduct interviews with a "short list" of Proposers, consisting of those Proposers 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 Proposer 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 Proposer who submitted a Proposal, as determined by CPA. Proposers are further notified that CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract. A contract may be presented to CPA's Board of Directors for approval.

## **VII. PROPOSAL REQUIREMENTS**

Each Proposal must be submitted in compliance with the requirements of this RFP. Proposals shall include the components listed below. By submitting a Proposal, the Proposer agrees that the proposed pricing and proposed approach to providing the services, including staffing, constitute a firm offer to enter into the contract with CPA, and that the offer will remain open for 60 days following the due date for Proposals.

- **Proposer's Qualifications and Experience:** Proposer qualifications and experience with the elements specified in Section III (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer's anticipated subcontractors or teaming partners.
- **Proposer's Approach to Scope of Services:** Proposer'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 Proposer'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.
  - If a teaming arrangement is being proposed, teaming partner or

subcontractor costs should be broken out separately.

- **Proposer's Pricing:** Proposer must provide its pricing proposal, including the information required in Section V., "Pricing," above. Proposer should describe the compensation structure that Proposer 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.
- Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- Any required changes to CPA's Pro Forma Contract. See **Attachment D**.
- Proposer'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, 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 or postpone this RFP in its entirety, at any time. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the Scope of Services. CPA further reserves its right to waive immaterial irregularities in Proposals or submission of a Proposal, request additional information or revisions to offers, and to negotiate with any or all Proposers. CPA reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any 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**

Upon receipt, each Proposal shall become the exclusive property of CPA and will not be returned to the Proposer. CPA is subject to the California Public Records Act (Govt. Code § 6250, et seq) ("CPRA"). The Proposals is subject to disclosure as a public record when contract negotiations are complete, unless the Proposal or any portion thereof is exempt under the CPRA. 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 Proposer 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 bylaw.

**Each Proposer bears the burden of proving any claimed exemption under the CPRA. 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", Proposer 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 Proposer 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. Proposers are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing Proposer conduct. Proposers are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. CPA employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with Proposer.

Proposers must disclose to CPA any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the services to be provided pursuant to this RFP.



You may not contact or receive information outside of this RFP process. If it is discovered that the Proposer 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](mailto:contracting@cleanpoweralliance.org).

## **ATTACHMENTS**

**Attachment A** – 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 Proposer is to provide a full range of engineering and assessment services that include, but are not limited to, the following:

### **I. Task 1**

#### **A. Development of Inventory of 32 Sites**

Selected Proposer will develop a process in consultation with CPA staff to identify the most suitable site for each of the 32 member agencies for solar paired storage development. CPA and selected Proposer will work with member agencies to obtain a shortlist of 5-10 sites from each agency for pre-screening, and selected Proposer will assist CPA and member agencies in determining the most suitable site to proceed with detailed assessment. This process may include, but is not limited to, any or all of the following:

- Assisting CPA in developing shortlist criteria to provide to member agencies
- Issuing a secondary RFI to CPA's 32 member agencies for additional information regarding shortlisted sites
- Interviews with member agency staff
- Ranking member agency shortlists based on to-be-determined criteria
- Working with CPA staff to define terms such as "critical facility" and "community benefit" for the purposes of site selection and assessment
- Analysis of historic meter interval data and/or billing data to assess peak load shifting potential of sites from PV generation and storage during normal operation (CPA to provide data)

*If an agency is not able to identify any shortlisted sites, or if all shortlisted sites are deemed infeasible, in the detailed assessment the selected Proposer should include a description of the sites' infeasibility, whether the agency has identified any sites that may have future solar plus storage development potential, and whether that agency can benefit from a chosen site belonging to a neighboring member agency, such as a cooling center or evacuation center that serves multiple cities.*

## **B. Detailed Assessment of 32 Sites**

The detailed assessment will include qualitative and technical information for each of the 32 identified sites. Although some of the information will be provided by the member agencies, the assessment should still include as much of the information outlined below as possible:

### a. Qualitative Assessment:

- Site location
- Description of required permissions for installation
- Identification of site facility owner and operator. If the facility owner and/or operator is not the member agency, indicate how the agency coordinates with facility to provide critical services during emergencies and outages
- Description of critical nature of the chosen site and community benefit provided by facility, as defined in Part I. of Task 1
- Whether installation of battery energy storage at a chosen site can provide critical community services to multiple agencies, for example, a community center in one city that also acts as a cooling center for an adjacent city
- Whether chosen site is in a Disadvantaged Community (as identified by CalEnviroScreen 3.0), or high-risk fire zone (as identified by Cal Fire)
- Whether agency has already conducted any feasibility studies or assessments for the chosen site that may inform the selected Proposer's technical assessment
- Summary of general installation readiness, including physical footprint and interconnection

### b. Technical Assessment:

- Site diagrams with locations of circuits, electric meters, and other pertinent physical details
- Measurements of available storage and solar PV footprint area

- Solar PV generation potential (if a chosen member site cannot accommodate solar PV generation, the assessment should discuss why)
- Measurement of critical loads and identification of critical systems/equipment for connection to backup power
- Optimal duration of islanded backup power for critical loads
- Description of site improvements to facilitate installation of battery storage or solar PV, if required
- Description of any existing on-site PV solar, including relevant information about purchase model or lease term, generation capacity, and whether existing PV can be retrofitted to generate in conjunction with battery storage
- Description and assessment of integration with other existing on-site backup systems, such as diesel generation
- Description and assessment of on-site load shifting potential
- Description of identified opportunities for alternative configuration such as front of the meter siting (vs. behind the meter) or microgrid development, if any

c. Site Suitability:

- If during the detailed assessment a site falls out due to an identified fatal flaw, selected Proposer will evaluate the next-best shortlisted site identified by the agency.

**Deliverable**

Final deliverable will be the detailed inventory and assessment as outlined above of at least one priority site in each jurisdiction, to be delivered to CPA by January 2021.

**II. Task 2**

**A. Construction Solicitation(s) Support**

Act as consulting engineer in evaluating bids received in CPA's Construction Solicitation(s) to develop the sites identified in Task 1, above. This includes:

- Assisting with the development of the upcoming Construction Solicitation(s) by providing input on technical and engineering parameters.
- Participating in the Construction Solicitation(s) pre-bid conference call with potential proposers and assisting with the development of written responses to potential Proposer questions.
- Reviewing the Construction Solicitation(s) submissions from proposers and assisting with the analysis of technical merit for each submission.
- Participating in the Construction Solicitation(s) interviews with shortlisted proposers.
- Providing additional support to CPA staff in evaluating offers, as needed.

**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.

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

**ATTACHMENT C**  
**List of CPA MEMBER AGENCIES**

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

**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**

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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 [Attachment A]

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](mailto: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**

<b>Regular/Alternate Director</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

\*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**

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

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

### **ALTERNATE DIRECTOR(S)**

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

<b>11. LA County</b>	Mark Ridley Thomas
<b>12. Malibu</b>	Rick Mullen
<b>13. Manhattan Beach</b>	Richard Montgomery
<b>14. Moorpark</b>	Roseann Mikos
<b>15. Oxnard</b>	Bert Perello
<b>16. Paramount</b>	Isabel Aguayo
<b>17. Redondo Beach</b>	John Gran
<b>18. Rolling Hills Estates</b>	Judy Mitchell
<b>19. Sierra Madre</b>	Rachelle Arizmendi
<b>20. Simi Valley</b>	Keith Mashburn
<b>21. Temple City</b>	William Man
<b>22. Temple City</b>	Tom Chavez
<b>23. Ventura</b>	Sofia Rubalcava
<b>24. Ventura County</b>	Steve Bennett
<b>25. West Hollywood</b>	Lauren Meister
<b>26. Westlake Village</b>	Ned Davis
<b>27. Whittier</b>	Henry Bouchot