



**REQUEST FOR PROPOSALS (RFP)  
FOR  
ELECTRIC FLEET TRANSITION SERVICES**

**I. OBJECTIVE**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide technical consulting services to support the development of zero emission vehicle fleet transition and infrastructure plans for CPA’s member agencies. A full description of Proposer’s requested services is contained in Exhibit A to this RFP.

**II. PROJECT BACKGROUND**

CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority, made up of 35 local agencies across Los Angeles and Ventura Counties (CPA’s member agencies are set forth in Attachment C). These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

Clean Power Alliance is launching a suite of Local Government Programs (“Energized Communities”) to support the clean energy, decarbonization, and/or resiliency goals of our member agencies. The Electric Fleet Transition (EFT) Program is one of these efforts to provide member agencies with no-cost incentives or technical assistance services. The EFT Program is expected to kick off in Spring 2024, with an initial overview and recruitment workshop for member agencies. This workshop will provide member agency representatives with the details of the program and solicit interest to participate. \$5 million is estimated as the EFT Program’s budget, depending on how many agencies participate, and selected program participants will have a three (3) year term to fulfill their scope.

This RFP is for technical consultants to describe their approach to offering the services that will support member agencies who decide to participate in this EFT Program.

**EFT Program Overview**

The goals of the EFT Program are to accelerate the transition of vehicle fleets owned, operated, and/or controlled by CPA’s member agencies to zero emission vehicles, and facilitate the installation of the charging and/or fueling infrastructure necessary to power those zero emission fleets. CPA prioritizes the transition to electric vehicles (EVs) for member agency fleets and will provide funding to assist with the transition to an electric

fleet. However, the fleet assessment will consider zero emission vehicle alternatives as needed to meet member agency fleet needs. While all member agencies are eligible to participate, the program is expected to support an estimated fifteen (15) to twenty (20) agencies. This program's services are particularly valuable in helping participating member agencies plan for and meet the California Air Resources Board's Advanced Clean Fleets (ACF) requirements for medium and heavy-duty vehicles (MHDV), and other regulatory targets and clean fleet goals. CPA is interested in supporting the zero-emission transition of MHDV where feasible.

Program objectives include:

- Prepare participating agencies to comply with zero-emission fleet requirements.
- Assist in the acceleration of the deployment of vehicles and charging infrastructure for each participating agency.
- Leverage funding from CPA and other resources to the greatest extent possible to minimize upfront costs to member agencies.
- Consider options for managed charging solutions to maximize cost savings and grid-reliability and encourage responsible use of energy resources.
- Assess the feasibility for co-locating publicly-available EV charging with fleet charging at agency-owned sites in participating communities to support increased adoption of EVs, particularly in areas with high-density residential development.
- Provide best practices to meet clean fleet targets, and a summary of available funding resources, which will be shared with all CPA member agencies.

The EFT Program will have two main offerings: (1) technical assistance and (2) grant funding. Member agencies can receive up to a total of \$250,000 of funding between the two offerings.

1. Technical Assistance: technical assistance for the EFT Program will provide member agencies with the tools needed to prepare for the transition to zero-emission vehicles. Vehicles of all types and classes are eligible for the fleet assessment, which includes an analysis of the fleet, development of a vehicle replacement plan, an energy needs assessment, and the identification of charging/fueling infrastructure locations and construction design assistance, likely at key municipally-owned facilities. The Proposer will be tasked with the following, further described in Exhibit A:

- Program Launch and Kickoff Meetings
- Develop Fleet Replacement Plan and Energy Needs Assessment
- Charging Infrastructure Project Plan and Site Design
- Funding Package
- Charging Schedule and Optimization Plan
- Administrative and Outreach Activities

2. Grant Funding: in addition to the technical assistance to be provided by the selected Proposer(s), CPA will provide funding to help member agencies pay for their electric fleets. Funding will cover eligible costs such as electric vehicles and charging infrastructure equipment and installation costs. The EFT Program will consider additional resources from federal/state funding and other grant funding. The Proposer will be tasked with identifying these opportunities.

In addition to the Tasks specified here, Proposer's scope of work is described in Exhibit A.

Recruitment of member agencies to participate in the Electric Fleet Transition Program will be led by CPA staff. CPA will manage the selected Proposer(s) and approve program deliverables, with the participating member agency providing additional input and guidance. The Scope of Services outlines the comprehensive plan for achieving CPA's program objectives, the tasks to be executed, the budget parameters and schedule CPA aims to achieve.

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

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

- Proposer must have applicable qualifications and experience with municipal fleet inventories, energy needs and vehicle charging assessments, site design/engineering design, and familiarity with identifying grant funding to support these services.
- Proposer must have applicable qualifications and experience, including availability of staffing, to support comprehensive zero emission vehicle planning and provision of charging infrastructure needs, and site design plans if requested, to facilitate implementation of electric vehicles and charging equipment at several member agency facilities.
- Proposer must have applicable qualifications and experience with providing fleet electrification and infrastructure plans for municipal agencies. Experience providing these services to CCAs or electric or municipal utilities is preferred.

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

#### **A. Scope of Work**

A detailed description of the Scope of Work for electric fleet transition Services is contained in **Attachment A** ("Contemplated Scope of Services").

#### **B. Term of Work**

Services under this RFP are expected to commence on March 11, 2024, and continue until June 30, 2027 "Initial Term". At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1) year terms, for a maximum of two years (each, a "Renewal 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.

Due to the individualized nature of fleet transition planning for each member agency, Proposer shall provide a budget outlining costs for each project task and deliverable as outlined in the Scope of Services and include costs for overall project administration. This per agency project cost will be used to extrapolate a not-to-exceed total project cost to provide fleet transition planning services to an estimated 20 member agencies. If additional member agencies elect to participate in the Electric Fleet Transition program, CPA will work with the Proposer to amend the contract or adjust the budget as necessary.

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	November 27, 2023
Deadline for Written Questions	November 30, 2023
Responses to Questions Provided	December 5, 2023
<b>RFP Proposals Due</b>	<b>December 18, 2023, by 4:00pm.</b>
Evaluation of Proposals	December 19, 2023 – January 5, 2024
Interviews (if needed)	January 8 – 12, 2024

Contract Negotiations	January 15 - 19, 2024
Presented to the Board for Approval and Execution of Contract	March 7, 2024
Commencement of Work	March 11, 2024

## B. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this RFP by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [scoffee@cleanpoweralliance.org](mailto:scoffee@cleanpoweralliance.org). All questions must be received by 4:00pm (Pacific time) November 30, 2023. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/> on December 5, 2023, by 5:00pm (Pacific time).

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

## C. Proposal Submission Deadline

A proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by 4:00 pm on **December 18, 2023** (Pacific time). Please include "PROPOSAL FOR ELECTRIC FLEET TRANSITION SERVICES" 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 Proposer 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 ability to provide the Contemplated Scope of Services identified in <b>Attachment A</b> .
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 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**

Proposals shall include the following components:

- Proposer’s 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 explanation for how it plans to meet the Tasks and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A), including how the Proposer will manage the demands of working with multiple agencies simultaneously. 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.
  - Proposer must provide its pricing proposal, including the information

required in Section V., "Pricing," above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation 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.

- If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 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 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 Proposers.

CPA shall not be liable for any costs incurred by the Proposer 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 Proposer'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 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 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", 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 bidder conduct. Proposers 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 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) with a copy to [scoffee@cleanpoweralliance.org](mailto:scoffee@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 Proposer(s) is to provide a full range of customizable<sup>1</sup> technical consulting services for the development of zero emission vehicle fleet transition plans that include, but are not limited to, the following tasks. The exact scope delivered for each city will vary:

### **Task #0: Program Launch and Kickoff Meetings**

As part of the Program Launch, the Proposer will prepare for an EFT Program Kickoff meeting with the CPA team to review the scope of the overall program. Proposer will also lead Member Agency Project Kickoff meetings with each participating agency to set expectations and explain program options.

1. Kickoff Meetings.
  - a. Participate in an EFT Program Kickoff meeting with CPA to review objectives, budget, timeline, administrative processes, and contract.
  - b. Lead Member Agency Project Kickoff meetings with participating agencies, once agencies are assigned, and identify how member agency needs and priorities will be met within the \$250,000 budget for each project. Review project timeline and data needs.
2. Program Implementation Guide.
  - a. Develop an implementation guide and workflow to manage points of contact and general progress/status with member agencies.
  - b. Create data collection tool/templates as needed.
  - c. Other administrative tasks to support the program launch as they arise. Refer to Task #5.

### **Task #0 Anticipated Deliverables:**

- One (1) EFT Program Kickoff meeting with CPA staff, and one (1) Member Agency Project Kickoff meeting with each participating agency, two weeks after contract approval and submission of member agency participation agreement.
- Member Agency Project Outline for each project detailing objectives, budget, and timeline.
- Program Implementation Guide, presented at first monthly progress meeting and updated monthly to account for each member agency project.

### **Timeline for Task #0:**

- Within the first month following Program Launch; Project Kickoff meetings and workflow updates will be ongoing over the duration of the program.

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<sup>1</sup> Member agencies may already have some components of this scope completed. CPA and the selected Proposer will work with the agencies to select which services they need.

- Member Agency Project Outline within one (1) week of Project Kickoff meetings.

### **Task #1: Develop Fleet Replacement Plan and Energy Needs Assessment**

Develop a Fleet Replacement Plan to provide an analysis of vehicle fleets owned, operated, and/or controlled for each participating member agency and identify zero-emission replacement options. Recognizing that some vehicles may need to transition to other zero-emission alternatives (e.g. hydrogen fuel cell), the fleet assessment should consider member agency fleet needs, vehicle alternatives, and the necessary fueling infrastructure for member agencies to continue their zero-emission fleet planning. The Fleet Replacement Plan will focus on the electric vehicle options, present the total cost of ownership and cost benefits of electrification for each agency, and shall include the following components:

1. Review Existing Fleet Inventory.
  - a. Review an inventory of the participating agency's fleet to assess the condition and existing replacement cycles of the fleet.
  - b. Inventory data to review for each vehicle shall include make and model, class and vocation, age, department, annual mileage or usage (in hours), fuel use, purchase cost, and parking location.
2. Identify Electric and Zero Emission Alternatives.
  - a. Prepare electric vehicle alternative options for each vehicle in the fleet, noting market availability and when replacements are not yet available or practical due to range, hauling capacity, or other use cases. This summary will also include any exemptions from State regulatory requirements (e.g., pursuit-rated police vehicles), and highlight other ZEV options as necessary.
  - b. Identify general availability of the vehicles on cooperative purchasing contracts (e.g., Sourcewell, Drive EV Fleets, California Department of General Services, etc.) to streamline future vehicle procurement.
3. Vehicle Replacement Schedule and Pricing.
  - a. Develop a vehicle replacement schedule that supports the participating agency's needs and is in compliance with State regulations. Provide information on vehicles that are planned for market release to help the agencies meet current and future fleet procurement needs.
  - b. Summarize the estimated purchase price and approximate cost of ownership of each vehicle replacement, in comparison to the internal-combustion engine equivalent over the service life of the vehicle.
  - c. Vehicle replacement and procurement plans should note opportunities to consolidate and "right-size" vehicles, when applicable. Underutilized vehicles provide an opportunity to meet fleet needs with fewer vehicles. "Right-sizing" considers replacement with a smaller vehicle, especially in cases where the duty cycle or use has changed.
  - d. Recommend where cost savings and efficiencies can be realized to offset

- the remaining procurement costs.
4. Charging Infrastructure Recommendations.
    - a. Identify charging infrastructure types for each vehicle, accounting for estimated daily duty cycles and vehicle charging needs. Develop near-term and mid-term EV infrastructure installation timeframe to support charging needs as vehicles are procured and deployed.
    - b. Recommend specific charging infrastructure models needed for the vehicle replacements identified (Level 2, high-power Level 2, DC fast charging of various power capacities, etc.), and consider new technologies to best manage vehicle charging needs and energy capacity.
    - c. Provide recommendations for cooperative contract procurement options if available (e.g., Sourcewell, Drive EV Fleets, etc.).
  5. Energy Needs Assessment.
    - a. Provide an assessment of energy needs for the electric fleet, including a calculation of each vehicle replacement's estimated annual electricity needs. The assessment will consider the prime locations for where vehicles will reside and identify if electrical distribution upgrades or new electrical service will be necessary to accommodate the expected energy loads from the new and planned electric fleet.
  6. Deadlines and Future Opportunities.
    - a. The Fleet Replacement Plan shall specify any deadlines for fleet transition associated with State requirements, including California Air Resources Board (CARB) Advanced Clean Fleet regulations, and any other member agency goals for a zero-emission fleet.
    - b. The Fleet Replacement Plan will highlight vehicle and charging technologies that are on the horizon and align with CPA's vision of a clean energy future.
    - c. The Fleet Replacement Plan will also consider opportunities for municipal fleets to enhance grid resilience and allow critical facilities and services to remain operational during emergencies.

Task #1 Anticipated Deliverables:

- Final Fleet Replacement Plan:
  - Report shall include a summary of the data collection and listing of fleet assets with identified replacements, as well as a spreadsheet-based model with vehicle replacement schedules for member agency use.
  - Fleet summary by vehicle type and across agency departments, including public safety and medium/heavy-duty vehicles, noting existing replacement schedule and where the vehicles are located.
  - Table of options presenting the 1-to-1 vehicle replacement, highlighting ZEV options as necessary.
  - Vehicle replacement schedule, pricing summary, and proposed energy needs for CPA and member agency review prior to finalization.

- Other content as recommended by the Proposer.
- Template for agencies to track fleet data and replacement schedules moving forward, if needed.
- Proprietary tools or software (e.g., Municipal Fleet Planning Tool) shall be made available to fleet staff for the duration of the project, if requested.

#### Timeline for Task #1:

- Within three (3) months of member agency project kickoff.

#### **Task #2: Charging Infrastructure Project Plan and Site Design**

Provide an assessment of key municipal facilities, chosen by the member agency, and produce complete project plans for the installation of EV charging stations (estimated at fifteen (15) to twenty (20) participating agencies over the 3-year program period). Proposers can expect to assess between 1-3 sites per agency and will work with the member agencies to determine which facilities will house EVs and require charging infrastructure. During the assessment, Proposers will identify if the selected facilities are suitable for co-locating publicly available EV charging as well and provide general recommendations on what agencies need to plan for to allow community charging.

Provide stamped construction engineering designs for key municipal facilities, if requested, for participating member agencies to use with any public bids they issue to hire contractors for infrastructure installation services for municipal fleet electrification. The Proposer may be requested to provide technical assistance to member agencies by reviewing the construction proposals that are developed, and/or the bids that member agencies receive for accuracy. Charging infrastructure project plans to be reviewed by both the participating agency and CPA for any amendments to the plans prior to being finalized. The project plan documents for the selected facility should include:

1. Facility Assessment and Cost Estimate.
  - a. Assess the selected sites to determine the electrical infrastructure capacity needed to support recommended charging equipment, existing electrical service, potential connection points for EV charging infrastructure, identification of suitable locations for supporting electrical infrastructure (panels, transformers, etc.), ADA requirements as necessary, potential trenching and/or conduit run routes, and identify other site-specific challenges or opportunities to the project.
  - b. Recommend viability of community EV charging at selected facilities, and outline what infrastructure capacity considerations are needed for future installation projects.
  - c. Identify if the selected sites are eligible for SCE's Charge Ready or other programs to offset the costs of EV charging infrastructure. Other programs

may be able to provide for the electricity upgrades and other infrastructure needs for eligible sites, reducing the capital costs of the recommended projects.

2. Construction Engineering Site Design Documents.

- a. Provide engineering site design documents that the member agency can use in a public bid to hire contractors for installation services. Arrange for a site walk with the local agency to gather information to complete this task, as necessary. Provide technical assistance to review proposals and/or bids, if requested. These documents will include:
  - i. Basis of Design.
    1. Project summary and description.
    2. Engineering requirements and performance specifications.
    3. Identification of ADA compliant EV stalls, if required.
    4. Considerations for grading, if required.
    5. Equipment specifications and cutsheets.
    6. Other documents, as required by the public agency, to bid these charging station installation projects or receive permits.
  - ii. Schematic Design Documents.
    1. Architectural renderings (“as built”) of the parking areas and other facilities, as relevant.
    2. Electrical single-line diagrams.
    3. Trenching and/or conduit routes.
    4. Panel schedules, if required.
- b. Provide technical assistance to review Requests for Proposals or construction bids, by member agency request.

Task #2 Anticipated Deliverables:

- Charging Infrastructure Plans for selected facilities, including a project overview for each site with the number of charging stations to be installed. Plans will include an assessment of electrical capacity at the site to support the recommended infrastructure, and any future needs, including community EV charging if appropriate for the selected site.
- Stamped electrical drawings and other site designs to expedite project planning and permitting, if requested by the member agency’s fleet staff.
- Project cost estimates.

Timeline for Task #2:

- Within five (5) months of member agency project kickoff, following provision of the Fleet Replacement Plans to the member agencies. No later than two (2) months after completion of Task 1 deliverable.

### **Task #3: Funding Package**

Prepare a funding overview for each participating agency to illustrate rebate and funding opportunities appropriate for the project, including the CPA funds available through this program. By providing information on funding, CPA aims to minimize the effort of each member agency to identify and apply for additional funds. The funding opportunities will be summarized and shared with all member agencies as a resource. As funding opportunities are dynamic, the information provided will likely need to be updated periodically throughout the 3-year program period.

1. The Funding Package will include information on the currently available funding options for zero-emission vehicles and charging infrastructure from relevant local, federal, and state agencies, utilities, CPA, and any other opportunities.
2. Identify opportunities to stack funding and note if there are any unique requirements of the funding agency, such as vehicle utilization, access, vehicle types or use cases.
3. At the start of the project, provide summary of relevant funding opportunities for the EFT program that have impending deadlines, including eligibility criteria. Create a final memo for use at the close of the project.
4. Summarize CPA funds remaining for member agencies to use towards purchase of EVs, EV charging equipment, or infrastructure installation.

#### Task #3 Anticipated Deliverables:

- Summary table with upcoming funding deadlines, and relevant application information.
- Funding Package Memo listing opportunities in a table or spreadsheet that is easily readable, by vehicle type (light-duty, medium/heavy duty) and charging infrastructure, with associated application deadlines and requirements. Memo will identify CPA funds remaining for member agency use.

#### Timeline for Task #3:

- Initial summary table is expected within thirty (30) days of contract execution.
- Funding Package Memo is expected within three (3) months of the member agency project kickoff.

### **Task #4: Charging Schedule and Optimization Plan**

Conduct an analysis of optimized and non-optimized charging costs to provide each member agency and their fleet staff with a complete understanding of EV fleet charging costs and utility bills impacts. Recommend technologies that best support optimized charging to ensure operational costs for member agencies do not increase dramatically. Incorporate findings into the Final Report for each agency.

1. Prepare simulated fifteen (15) minute charging load profiles based on vehicle behavior, duty cycles, and total energy needs, with and without charge optimization, and include the costs and other impacts of optimized and non-optimized charging.

#### Task #4 Anticipated Deliverables:

- Charging Optimization Plan with recommended charging schedules based on maximum cost-benefit to fleet, including time of use and demand charge optimization. Plan will include charging cost scenarios for optimized and non-optimized charging.

#### Timeline for Task #4:

- Within 5 months of the member agency project kickoff.

#### **Task #5: Administrative and Outreach Activities**

Provide general administrative support for the project and oversee outreach activities, including the following:

1. Monthly Progress Report and Calls.
  - a. Provide a monthly progress report and lead an associated conference call with the designated CPA program manager. The monthly progress report may be a table with links and will describe customers engaged, project progress by task, challenges encountered, a description of additional funding or resources secured, and task milestones for the following month. Include key performance indicators noted for the Annual Status Report below.
  - b. Major supplementary documentation developed in the course of work must be submitted with the Progress Report or as agreed with the CPA program manager. This supplementary documentation may include technical designs, vehicle and/or charging infrastructure recommendations and/or specifications, and any materials developed for Member Agency use.
2. Annual Status Report.
  - a. Provide a high-level report to review annual progress that includes an executive summary, major accomplishments to date, lessons learned and recommendations for future work, fleet replacement plans and EV charging project plans delivered to date, and financial summary comparing actual expenditures to the project budget.
  - b. Draft reports will be submitted to CPA for review and approval before being



finalized. The annual report should include key performance indicators such as.

- i. Total fleets engaged, including a status summary.
- ii. Total fleets receiving support.
- iii. Expected number of EVs and charging infrastructure to be deployed, by fleet.
- iv. Reduction in total ownership costs to fleets.
- v. Estimated fuel and emissions savings, per fleet.
- vi. Summary of funding opportunities recommended for each project.

3. Final Reports.

- a. Provide a brief Final Report for each participating agency with project results and key performance indicators to summarize program impacts, and any next steps.
- b. Provide a Final Report at the close of the 3-year program for public distribution, subject to review and approval by CPA. The report format will include an executive summary, challenges encountered, and lessons learned, best practices for other public agency fleets, case studies suitable for sharing with other fleets, summary of total program cost, and impact and key performance indicators utilized in annual reports. The final table of contents will be determined and approved by CPA prior to the start of the report.

4. Program Outreach and Best Practices.

- a. Outreach Event 1 – Recruitment. Prepare presentation materials and lead event to promote the program to fleet managers and other key staff from member agencies, including an overview of fleet electrification processes, benefits and considerations of electrification, preview of project engagement steps and schedule, etc. This webinar or event is expected to take place within the first two (2) months of the program and is intended to solicit interest in the program and answer questions from member agency staff.
- b. Outreach Event 2 - Promoting Results. Prepare presentation materials and lead an event that promotes project results, best practices and lessons learned, and benefits facilitated with fleet managers and Member Agencies, etc. to non-participating fleet staff to share information and encourage future participation in the program. This webinar is expected to take place after the first year of the program and is intended to share information and further encourage non-participating entities to begin electrification efforts.

Task #5 Anticipated Deliverables:

- Monthly progress calls and report with CPA staff.
- Annual Status Reports reviewing program results and recommendations for future

work.

- Final Reports for each member agency, and Final Report to assess the results of the Electric Fleet Transition program.
- Program launch implementation guide and data collection templates.
- Two (2) outreach events or webinars.

Timeline for Task #5:

- Ongoing over the duration of the program.

**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>1. Agoura Hills</b>
<b>2. Alhambra</b>
<b>3. Arcadia</b>
<b>4. Beverly Hills</b>
<b>5. Calabasas</b>
<b>6. Camarillo</b>
<b>7. Carson</b>
<b>8. Claremont</b>
<b>9. Culver City</b>
<b>10. Downey</b>
<b>11. Hawaiian Gardens</b>
<b>12. Hawthorne</b>
<b>13. Hermosa Beach</b>
<b>14. LA County</b>
<b>15. Malibu</b>
<b>16. Manhattan Beach</b>
<b>17. Monrovia</b>
<b>18. Moorpark</b>
<b>19. Ojai</b>
<b>20. Oxnard</b>
<b>21. Paramount</b>
<b>22. Redondo Beach</b>
<b>23. Rolling Hills Estates</b>
<b>24. Santa Monica</b>
<b>25. Santa Paula</b>
<b>26. Sierra Madre</b>
<b>27. Simi Valley</b>
<b>28. South Pasadena</b>
<b>29. Temple City</b>
<b>30. Thousand Oaks</b>
<b>31. Ventura City</b>
<b>32. Ventura County</b>
<b>33. West Hollywood</b>
<b>34. Westlake Village</b>
<b>35. Whittier</b>

## **ATTACHMENT D SAMPLE CONTRACT**

Attached is a sample CPA Agreement that will be negotiated between the CPA and the selected Proposer. 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 Professional Agreement (this "Agreement"), dated and effective as of [Month/Day, Year] (the "Effective Date"), is made by and between:

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA ("CPA"), and**

**[Legal Name of Contractor]. ("Contractor").**

CPA and Contractor 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 a provider for electric fleet transition services;

**WHEREAS**, CPA conducted a Request for Proposals ("RFP") and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

**WHEREAS**, Contractor desires to provide these specified services to CPA;

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

**NOW, THEREFORE**, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

#### **AGREEMENT**

##### **Definitions**

The definition of "Confidential Information" is set forth in paragraph 10.b. of this Agreement.

"CPA Data" shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.

"CPA Information" shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.

“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 Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

“CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.

“Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

### **Exhibits and Attachments**

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

- Exhibit A – Scope of Work
- Exhibit B – Contractor’s Workplan and Schedule
- Exhibit C – Payments and Rates
- Exhibit D – Contractor’s Bid Response

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.

### **Services to be Performed by Contractor**

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

### **Compensation**

CPA agrees to compensate Contractor as specified in Exhibit C:

In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A [and Exhibit B], CPA shall make payment to Contractor based on [the time and material rates, not-to-exceed, or fixed fee] and in the manner specified in Exhibit C.

Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to [accountspayable@cleanpoweralliance.org](mailto:accountspayable@cleanpoweralliance.org) for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

### **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”). [Optional: “At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement

(“Renewal Notice”)]

## **Termination**

Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph 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 Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to 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 Contractor to agree upon amount or amounts to be paid to Contractor 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.

Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.

Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor 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); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor 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.

### **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, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

### **Payments of Permits/Licenses**

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

### **No Recourse against Constituent Members**

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 constituent members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor 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.

### **Confidential Information**

Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below

Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

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 Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor 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 Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential



Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not Confidential Information.

Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

### **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 within 10 business days after the Agreement is fully executed. 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 and maintained throughout the Term and any Renewal Term. 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 Contractor's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor 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 Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) 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 Contractor in order to perform said services, Contractor 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 Contractor 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 Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor 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.

**Indemnification**

Contractor 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 Contractor's performance of this Agreement. Contractor further agrees to indemnify, and

hold harmless CPA 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 CPA 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 Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor'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.

### **Independent Contractor**

Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA 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 Contractor; (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 Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.

Contractor declares that Contractor 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. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

### **Compliance with Applicable Laws**

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

### **Nondiscriminatory Employment**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor 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.

### **Work Product.**

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

**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 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, Chief Executive Officer  
Address: 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
Telephone: (213) 269-5890  
Email: [tbardacke@cleanpoweralliance.org](mailto:tbardacke@cleanpoweralliance.org)

In the case of Contractor, to:

Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**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.

**Subcontracting**

Contractor 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, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

**Retention of Records and Audit Provision**

Contractor 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 Contractor's premises, or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor 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.

### **Conflict of Interest**

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 Contractor 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.

The Contractor 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 Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor 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.

### **Publicity**

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

### **Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor 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.

### **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.

### **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.

### **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.

**Counterparts**

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument

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

[Name of contractor].

Clean Power Alliance of Southern California

\_\_\_\_\_  
By: [Name]

Title: [Fill in]

\_\_\_\_\_  
By: Theodore Bardacke

Title: Chief Executive Officer

**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 a campaign contribution from being made for three (3) months following the date of the final decision by the CPA Board.* Gov't Code §84308(d).

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

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

The names of the Regular and Alternate Directors and their member agency is attached hereto as Attachment 1.

\* \* \* \* \*

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)):

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\*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. 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>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
<b>1. Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>2. Alhambra</b>	Jeff Maloney	Councilmember
<b>3. Arcadia</b>	Michael Cao	Councilmember
<b>4. Beverly Hills</b>	Julian Gold	Councilmember
<b>5. Calabasas</b>	David Shapiro	Councilmember
<b>6. Camarillo</b>	Susan Santangelo	Councilmember
<b>7. Carson</b>	Cedric Hicks	Councilmember
<b>8. Claremont</b>	Corey Calaycay	Councilmember
<b>9. Culver City</b>	Albert Vera	Mayor
<b>10. Downey</b>	Mario Trujillo	Councilmember
<b>11. Hawaiian Gardens</b>	Maria Teresa Del Rio	Councilmember
<b>12. Hawthorne</b>	Alex Monteiro	Councilmember
<b>13. Hermosa Beach</b>	Justin Massey	Councilmember
<b>14. Los Angeles County</b>	Lindsey Horvath	Supervisor, 3 <sup>rd</sup> District
<b>15. Malibu</b>	Marianne Riggins	Councilmember
<b>16. Manhattan Beach</b>	Amy Howorth	Councilmember
<b>17. Monrovia</b>	VACANT	
<b>18. Moorpark</b>	Renee Delgado	Councilmember
<b>19. Ojai</b>	Betsy Stix	Mayor
<b>20. Oxnard</b>	Bert Perello	Councilmember

<b>21. Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>22. Redondo Beach</b>	Paige Kaluderovic	
<b>23. Rolling Hills Estates</b>	Debby Stegura	Councilmember
<b>24. Santa Monica</b>	Gleam Davis	Councilmember
<b>25. Santa Paula</b>	Jenny Crosswhite	Councilmember
<b>26. Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>27. Simi Valley</b>	Rocky Rhodes	Councilmember
<b>28. South Pasadena</b>	Jon Primuth	Councilmember
<b>29. Temple City</b>	Fernando Vizcarra	Councilmember
<b>30. Thousand Oaks</b>	David Newman	Councilmember
<b>31. City of Ventura</b>	Liz Campos	Councilmember
<b>32. Ventura County</b>	Vianey Lopez	Supervisor, 5 <sup>th</sup> District
<b>33. West Hollywood</b>	John Erickson	Councilmember
<b>34. Westlake Village</b>	Ned Davis	Councilmember
<b>35. Whittier</b>	Fernando Dutra	Councilmember

### ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
1. Agoura Hills	Illece Buckley Weber	Councilmember
2. Alhambra	Sasha Renee Perez	Councilmember
3. Arcadia		
4. Beverly Hills	VACANT	
5. Calabasas	Ed Albrecht	Councilmember
6. Camarillo	Martita Martinez-Bravo Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Yasmine-Imani McMorris	Councilmember
10. Downey	Tim Horn	Councilmember
11. Hawaiian Gardens		
12. Hawthorne		
13. Hermosa Beach		
14. Los Angeles County		
15. Malibu	Steve Uhring	Councilmember
16. Manhattan Beach	David Lesser	Councilmember
17. Monrovia		
18. Moorpark		
19. Ojai		
20. Oxnard		
21. Paramount	Isabel Aguayo	Councilmember
22. Redondo Beach	Todd Lowenstein	Councilmember

<b>23. Rolling Hills Estates</b>	Frank Zerunyan	Councilmember
<b>24. Santa Monica</b>		
<b>25. Santa Paula</b>		
<b>26. Sierra Madre</b>		
<b>27. Simi Valley</b>	Fred Thomas	Councilmember
<b>28. South Pasadena</b>		
<b>29. Temple City</b>	William Man Tom Chavez	Councilmember
<b>30. Thousand Oaks</b>		
<b>31. City of Ventura</b>	Mike Johnson	Councilmember
<b>32. Ventura County</b>	Janice Parvin	Supervisor, 4 <sup>th</sup> District
<b>33. West Hollywood</b>	Chelsea Byers	Councilmember
<b>34. Westlake Village</b>	Susan McSweeney	Councilmember
<b>35. Whittier</b>	Octavio Martinez	Councilmember