

# REQUEST FOR PROPOSALS (RFP) FOR

#### **BUILDING ELECTRIFICATION ASSISTANCE SERVICES**

## I. <u>OBJECTIVE</u>

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 for the development of building electrification retrofit plans, including recommendations for electric retrofit measures, equipment, and infrastructure upgrades as needed for CPA's member agencies.

#### 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 and are herein referred to as a "Member Agency" or as "Member Agencies"). 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.

CPA 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 Building Electrification Assistance ("BEA") Program is the second offering in the Energized Communities series and aims to transition Member Agency facilities to electric technologies to reduce or eliminate fossil fuel use. The BEA Program will support Member Agencies with technical assistance and funding incentives to offset the costs associated with implementing building decarbonization measures.

Energized Communities is expected to launch 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 overall program and solicit interest in the program options. The BEA Program budget is estimated at \$2.5 million, depending on how many agencies participate. Program participants will have a three (3) year term to complete the selected projects.

## **BEA Program Overview**

The intent of the BEA Program is to accelerate the transition to decarbonized buildings by removing barriers to implementation for our Member Agencies. CPA is seeking building electrification expertise from the Proposer to assess energy demands in facilities identified by the Member Agencies to recommend electrification measures that meet their needs. Recommendations may be for existing facilities or new construction projects as instructed by the Member Agencies. The selected Proposer will assess electrical requirements to support operation of the electrification measures and prepare any technical properties/specifications for the recommended equipment replacements. If requested, the Proposer may assist Member Agencies in identifying appropriate sites for the building decarbonization projects. Not all agencies participating in the BEA Program may require technical assistance services, and the agencies may apply for the program's funding assistance to offset their site improvements and equipment needs.

CPA envisions that equipment recommendations will likely include electric heat pump technologies for hot water heating; space heating, ventilation, and air conditioning (HVAC) systems; pool heating; and appliances among other equipment needs. CPA will rely on the expertise of the Proposer to make comprehensive recommendations as needed for each facility. Proposer may be requested to provide a peer review of electrification measures prepared by a different party that is, or has been, contracted directly with by the CPA Member A

The Proposer shall review the electrical capacity of the associated electrical panels by conducting a load study to assess the viability of the recommended electrification measures. The Proposer may also be tasked with drafting the electrical plans and requirements and providing guidance to assist Member Agencies with issuing requests for proposals to complete the equipment installations.

It is anticipated that Member Agencies will use the electrical plans to contract for services to implement the electrical work and obtain a building permit, if needed, and remove and replace gas-fired equipment with electric alternatives. The Proposer will also evaluate the operational impacts of the electrification measures, taking into consideration maintenance and operating costs, to inform Member Agencies prior to commencement of work.

As part of the technical assistance offered, the Proposer may also be asked to review building electrification projects submitted by Member Agencies to CPA for its forthcoming Innovation Grant opportunity. Member Agencies will be invited to submit projects that address grid management and resiliency, electrification, and/or local procurement based on the community's needs to be considered for Innovation Grant funding. Electrification for affordable housing, or other building electrification priorities, could be a project that Member Agencies seek to fund. The Proposer may be asked to review the relevant building electrification proposals submitted, such as plans for heat pump water or space heating replacements, for accuracy. Innovation Grant funding is separate from the BEA Program funding.

Proposers will be expected to identify other funding sources and program opportunities that can be stacked with CPA's funding to limit any additional expenses associated with the BEA Program. Participating Member Agencies will receive up to \$250,000 to cover

the costs of the technical assistance, equipment, and installation. All Member Agencies are eligible to participate in the BEA Program, and the \$2.5 million program budget is expected to support an estimated ten (10) agencies.

Recruitment of Member Agencies to participate in the Building Electrification Assistance Program will be led by CPA staff, with support from the Proposer with outreach presentations as outlined in the Scope of Services. CPA will serve as the client and project manager over the selected Proposer(s) and approve program deliverables. Participating Member Agencies will provide additional input and guidance on the Proposer's deliverables and will decide how CPA's funding allocation will be used. 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. The Proposer will be tasked with the following, further described in Exhibit A:

- Program Launch and Kickoff Meetings
- Develop Electrification Plan
- Electrical Plans & Technical Assistance
- Funding Package
- Administrative and Outreach Activities

## III. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with building electrification measures, energy needs assessments, and expertise in site design/engineering design and electrical plans. Proposer should also have familiarity with identifying grant funding to support these services.
- Proposer must have applicable qualifications and experience, including availability of staffing, to support building decarbonization solutions for several Member Agency facilities.
- Proposer must have applicable qualifications and experience with providing energy solutions for municipal agencies. Experience providing these services to CCAs or on behalf of electric or municipal utilities is preferred.

## IV. SCOPE OF SERVICES

## A. Scope of Work

A detailed description of the Scope of Work for Building Electrification Assistance 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 and the initial Renewal Term (as defined below), the Parties may renew this Agreement for 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 electrification needs of each Member Agency, Proposer shall provide a budget outlining costs for each task area 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 electrification planning services to participating agencies. Member Agencies will decide the level of service required, which may not include all the tasks described in Attachment A. 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	January 8, 2024
Deadline for Written Questions	January 11, 2024
Responses to Questions Provided	January 17, 2024

RFP Proposals Due	January 25, 2024, by 4:00pm
Evaluation of Proposals	January 26 – February 2, 2024
Interviews (if needed)	February 5 – 9, 2024
Contract Negotiations	February 12 – 20, 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 <a href="mailto:contracting@cleanpoweralliance.org">contracting@cleanpoweralliance.org</a> with a copy to <a href="mailto:scoffee@cleanpoweralliance.org">scoffee@cleanpoweralliance.org</a>. All questions must be received by 4:00pm (pacific time) on January 10, 2024. 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: <a href="https://cleanpoweralliance.org/contracting-opportunities/">https://cleanpoweralliance.org/contracting-opportunities/</a> on January 16, 2024 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 <a href="mailto:contracting@cleanpoweralliance.org">contracting@cleanpoweralliance.org</a> by 4:00 pm on **January 25, 2024**. Please include "PROPOSAL FOR BUILDING ELECTRIFICATION ASSISTANCE 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. <u>Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted</u>.

#### 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 **Attachment A**.

Proposer's Pricing (see Section V)

#### E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified, in Section VI.D., above. CPA may select one particular 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 Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
  - o 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.
- o 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. <u>CONFLICTS OF INTEREST</u>

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: <a href="https://cleanpoweralliance.org/key-documents/">https://cleanpoweralliance.org/key-documents/</a>.

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 <a href="mailto:contracting@cleanpoweralliance.org">contracting@cleanpoweralliance.org</a> with a copy to <a href="mailto:scoffee@cleanpoweralliance.org">scoffee@cleanpoweralliance.org</a>.

## **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 range of customizable technical consulting services for the development of building electrification plans that include, but are not limited to, the following tasks. The exact scope of the Building Electrification Assistance ("BEA") Program delivered for each Member Agency will vary.

## Task #1: Program Launch and Project Kickoff Meetings

Ensure successful program launch for Member Agencies with the following activities:

- 1. Program Launch & Recruitment Workshop
  - 1.1. Prepare for and participate in a BEA program launch meeting with CPA to review objectives, budget, timeline, administrative processes, and contract requirements.
  - 1.2. Recruitment Workshop: Prepare presentation materials and participate in event to promote the program to facility managers and other key staff from Member Agencies, including an overview of the building electrification processes, benefits and considerations of electrification, preview of project engagement steps and schedule, etc.
    - 1.2.1. 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. CPA may request an additional recruitment session.

#### 2. Manage Kickoff Meetings

- 2.1. Lead Member Agency project kickoff meetings, once agencies are assigned by CPA, to set expectations and explain program options.
  - 2.1.1. Identify how Member Agency needs and priorities will be met within the \$250,000 budget for each project.
  - 2.1.2. Review project timelines and data needs.
- 3. Develop a Program Implementation Guide
  - 3.1. Develop an implementation guide ("Program Implementation Guide") and workflow to manage points of contact and general progress; updated monthly with status of Member Agency projects. See Task 5 for additional details.
  - 3.2. Create data collection tool/templates as needed.
  - 3.3. Manage other administrative and project management tasks to support the program launch.

## Task #1 Anticipated Deliverables:

- 1. Completion of one (1) BEA Program launch meeting with CPA staff.
- 2. Up to two (2) recruitment workshops.
- 3. Completion of one (1) Member Agency project kickoff meeting with each participating agency, two (2) weeks after submission of Member Agency participation agreement.
- 4. One (1) Member Agency project outline for each member agency project, detailing objectives, budget, and timeline.
- 5. Completed Program Implementation Guide, presented at the first monthly progress meeting, and updated monthly to account for each Member Agency project.

## Timeline for Task #1:

- 1. Program launch meeting within 2 weeks of contract approval.
- 2. The first recruitment workshop within two (2) months following program launch.
- 3. Member Agency project kickoff meetings and workflow updates will be ongoing over the duration of the program.
- 4. Member Agency project outline within one (1) week of project kickoff meetings.

## Task #2: Development of Electrification Plans

Assess participating Member Agency's relevant equipment inventory for identified sites and create an electrification plan to meet agency needs as described below ("Electrification Plan"). Alternately, Proposer may be requested to provide a peer review of electrification measures proposed by a different party that is, or has been, contracted directly with by the CPA Member Agency. Additional as-needed peer review services to support CPA's Innovation Grant program may be requested. Member Agencies may apply to CPA for funding for electrification projects in their communities, and CPA may seek the Proposer's expertise in reviewing the proposals as noted below.

- 1. Determine the feasibility of transitioning gas-fired equipment and appliances to electric powered alternatives for selected sites.
  - 1.1. Factors such as equipment types by end uses, usage frequency, size, remaining useful life of equipment, and infrastructure requirements shall be considered.
- Conduct site visits to assess Member Agency building needs, energy capacity, and the necessary infrastructure for Member Agencies to implement electrification retrofits.
- 3. Create an Electrification Plan that summarizes findings and presents the equipment and infrastructure options, total cost of ownership, and cost benefits of electrification projects for each agency.
  - 3.1. As part of the energy needs assessment, the Electrification Plan should also present options to utilize undeployed circuit breakers on existing panels, and other technologies to avoid the upgrade of electrical panels where feasible.
  - 3.2. The Electrification Plan should also consider technology and incentive solutions to reduce peak demand usage, such as CPA's Power Response Program.

- 3.3. The Plan shall include, but not be limited to, the following components:
  - 3.3.1. Equipment/Appliances Inventory.
  - 3.3.2. Electric Equipment Alternatives.
  - 3.3.3. Energy Capacity/Load Analysis.
  - 3.3.4. Equipment Lifecycle Cost Assessment.
  - 3.3.5. Infrastructure Needs Assessment and Cost Estimate.

## 4. Peer Review

- 4.1. As requested by CPA, review electrification measures provided by Member Agencies to determine implementation feasibility and energy needs as noted above.
- 4.2. As requested by CPA, review building electrification projects that Member Agencies submit for CPA's Innovation Grant.
- 4.3. Note budget for the as-needed peer review services.

## Task #2 Anticipated Deliverables:

Completed Electrification Plan for each Member Agency.

#### Timeline for Task #2:

- 1. A completed Electrification Plan will be provided within three (3) months of each Member Agency project kickoff.
- 2. As-needed peer review services may occur throughout the duration of the program.

#### Task #3: Electrical Plans and Technical Assistance

Upon completion of the Electrification Plan, Member Agencies may request preparation of electrical plans and stamped construction engineering designs for key municipal facilities. Participating Member Agencies should be able to use the plans with any public bids they issue to hire contractors for infrastructure installation services. For agencies that provide their own electrical plans, expertise in reviewing those plans may be requested.

- 1. Following the determination of the electrical requirements at each site in Task 2, finalize the best design to replace specified gas-fired equipment and appliances.
  - 1.1. Designs and recommendations will need to take into account available space at each facility, and the sizing of the proposed replacement equipment.
- 2. Construction Engineering Site Design Documents.
  - 2.1. Provide or review 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.
- 3. Provide technical assistance to Member Agencies to prepare and/or review the

construction project Request for Proposals that are developed, and/or review the bids that Member Agencies receive for accuracy.

3.1. A separate budget item should be considered to provide this as-needed technical review service.

## Task #3 Anticipated Deliverables:

- 1. Stamped electrical drawings and other site designs to expedite project planning and permitting, if requested by the Member Agency.
- 2. Project cost estimates.

## Timeline for Task #3:

- 1. Within five (5) months of Member Agency project kickoff, but no later than two (2) months after provision of the Electrification Plans to such Member Agency.
- 2. As-needed technical review services may occur throughout the duration of the program.

## Task #4: 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 the BEA Program.

- 1. Provide a funding summary table of relevant opportunities for the BEA Program that have impending deadlines, including eligibility criteria, at the start of the project.
  - 1.1. Funding opportunities will be shared with all Member Agencies as a resource.
- 2. Create a funding package memo to provide an overview of financial resources for each Member Agency to implement the electrification projects.
  - 2.1. The funding package memo should aim to minimize the required effort for each Member Agency to identify and apply for additional funds.
  - 2.2. Include information on the currently available funding options for building electrification and infrastructure upgrades from relevant local, federal, and state agencies, utilities, CPA, and any other sources.
  - 2.3. Memo will identify CPA funds remaining for Member Agency use towards purchase of equipment, infrastructure upgrades, and installation.
  - 2.4. Identify opportunities to stack funding and note if there are any unique requirements from the funding agency.
  - 2.5. Funding opportunities are dynamic, and the information provided will need to be updated periodically throughout the three-year program period.

### Task #4 Anticipated Deliverables:

1. Summary table with upcoming funding deadlines, and relevant application information

- to address Task 4.1.
- 2. Funding package memo listing opportunities on a table or spreadsheet, with associated application deadlines and requirements.

#### Timeline for Task #4:

- 1. Initial summary table is expected within thirty (30) days of contract execution.
- 2. Funding package memo is expected within four (4) 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
  - 1.1. Provide a monthly progress report and lead an associated conference call with the designated CPA program manager. The monthly progress report will follow the program implementation guide developed for the program and may include 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 described below.
  - 1.2. 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, infrastructure recommendations and/or specifications, and any materials developed for Member Agency use.

## 2. Annual Status Report

- 2.1. Provide a status report to review annual progress that includes an executive summary, major accomplishments to date, lessons learned and recommendations for future work, equipment replacement plans and energy infrastructure plans delivered to date, and financial summary comparing actual expenditures to the project budget.
- 2.2. Draft reports will be submitted to CPA for review and approval before being finalized. The annual report should include key performance indicators such as:
  - 2.2.1. Total agencies engaged, including a status summary.
  - 2.2.2. Total agencies receiving support.
  - 2.2.3. Expected number of electric equipment to be deployed at each agency.
  - 2.2.4. Reduction in total ownership costs.
  - 2.2.5. Estimated fuel and emissions savings per agency.
  - 2.2.6. Summary of funding opportunities recommended for each project.

- 3. Project Summary and Final Reports
  - 3.1. Provide a project summary report for each participating Member Agency with results and key performance indicators to review project impacts, and any next steps.
  - 3.2. Provide a final report at the close of the BEA 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 buildings, case studies suitable for sharing with other agencies, 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. Best Practices Presentation.
  - 4.1. Best Practices Workshop.
    - 4.1.1. Prepare presentation materials and lead an event that promotes project results, best practices and lessons learned, and benefits facilitated with facility managers and Member Agencies, etc. to non-participating agency staff to share information and encourage future participation in the program.
    - 4.1.2. 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. CPA may request an additional session at the end of the program.

#### Task #5 Anticipated Deliverables:

- 1. Monthly report and progress calls with CPA staff.
- 2. Annual status reports reviewing program results and recommendations for future work.
- 3. Project summary reports for each Member Agency, and final report to assess the results of the Building Electrification Assistance program.
- 4. Program launch implementation guide and data collection templates.
- 5. Up to two (2) outreach events or webinars, as set forth in subsection 4 above.

#### Timeline for Task #5:

1. Ongoing over the duration of the program and as specified above.

## ATTACHMENT B PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: \_\_\_\_\_

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

## ATTACHMENT C List of CPA MEMBER AGENCIES

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

## 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

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 technical consulting services for the development of building electrification retrofit plans, including recommendations for electric retrofit measures, equipment, and infrastructure upgrades as needed for CPA's Member Agencies;

**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:

#### <u>AGREEMENT</u>

#### **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 customerrelated 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 <a href="mailto:accountspayable@cleanpoweralliance.org">accountspayable@cleanpoweralliance.org</a> 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 three (3) years from the Effective Date ("Initial Term"). At the end of the

Initial Term or any Renewal Term (as defined below), the Parties shall 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.

#### **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.
- <u>Termination for Lack of Third-Party Funding</u>. 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, case 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
- <u>Definition of "Confidential Information"</u>. 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: (I) 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. <u>Auto Liability</u>

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; <u>and</u> (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: <u>tbardacke@cleanpoweralliance.org</u>

Name/Title:	
Address:	
_	
Telephone:	
Email:	

#### <u>Assignment</u>

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	e of contractor].	Clear	n Power Alliance of Southern California
Ву:	[Name]	Ву:	Theodore Bardacke
Title:	[Fill in]	Title:	Chief Executive Officer

## ATTACHMENT E CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### **Government Code Section 84308**

\*Attach additional pages, if necessary

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)):

Section 2	

company, or agent thereof, mad		arent, subsidiary, or affiliated staling \$250 or more in the aggregate ate of execution of this disclosure?			
Yes					
No					
If YES, proceed to Section 3 ar	nd complete. Then, sign and date	e under Section 4.			
If NO, proceed to Section 4.					
Section 3					
Regular/Alternate Amount of Date of					
Director Contribution Contribution					
*Attach additional pages, if necessary					
Section 4					
I,					
TITLE:		-			
SIGNATURE:		_			
DISCLOSURE DATE:	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**

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

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

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