



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**ELECTRIFICATION ENERGY ADVISOR SERVICES**  
**ADDENDUM NO. 2**

**1. OBJECTIVE**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to implement an energy advisory services program that will provide comprehensive, customer-facing technical consulting services to CPA customers looking to electrify their residences and/or small businesses.

**2. 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.

One of CPA’s critical missions is to reduce greenhouse gas (GHG) emissions in Los Angeles and Ventura Counties. Emissions from fossil fuel combustion in buildings, particularly natural gas, are one of the largest sources of GHGs in CPA’s service territory. As part of this mission, CPA is launching its Electrification Energy Advisor Services Program (the “Advisor Program”). CPA is expecting to offer these Advisor Program services for at least 3 years. The intent of the Advisor Program is to help customers advance energy efficiency and electrification projects with less confusion and effort and to maximize their ability to leverage regional, state, and federal funding opportunities. A core component of the Advisor Program will be ensuring that all customers, and particularly those who are not familiar with energy efficiency and appliance upgrades, or those who face barriers in engaging with programs, have a positive customer experience from start to end. Support must be at the appropriate technical level, actionable, clear, and relevant. The Advisor Program will help make decarbonization and electrification investments by residential and small business CPA customers as simple and easy as possible.

**2.1. Target Customer Audience**

The Advisor Program will focus on residential and small business customers. This includes owners, tenants and renters of single-family homes, multi-family properties and small businesses (20kW or less of electricity demand per month, TOU-GS-1). The selected Proposer must be prepared to answer general questions from larger commercial properties that are not eligible for all Advisor Program services and direct them to additional resources. Table 1 outlines the customer base that the Advisor Program will provide service to.

**Table 1: Program Service Availability**

Program Services	Eligible CPA Customers		Non-CPA Customers
	SF, MF and Small Bus	Med, Lrg Bus and Industrial	
Website Resources	Yes	Yes	Yes
Answer General Questions	Yes	Yes	Yes
Technical Support	Yes	-	-
Virtual Energy Assessments	Yes	-	-
Contractor Bid Review	Yes	-	-

CPA recognizes that incentives alone are not always enough to increase the deployment of electrification equipment and improvements in homes and small business buildings. Many customers, even those who are strongly motivated, can face barriers and challenges that may prevent them from moving forward with their desired project. Barriers can include knowledge of industry electrification terms, plumbing and electrical technical expertise, how to find a qualified contractor, and how to find, apply for and navigate available federal, state or local rebates and tax incentives. Some customers may be adept at doing their own research to understand the various incentives available, while others may be overwhelmed by the options and not know where to start. The Advisor Program should take into consideration that most appliances are replaced when they break down, and that customers will be time-constrained and eager to utilize the first option within their budget.

To better understand the types of customers who may engage with the Advisor Program, **Table 2** introduces several customer profiles that help provide context behind the opportunities or barriers that would serve as reasons for why a customer would access the Advisor Program.

**Table 2: Program Customer Types**

Customer Type	Description
Self-managed (DIYer)	These customers take on activities such as repairs or equipment installations without professional training or assistance and derive self-satisfaction from completing the activity with little to no help.

Motivated but hesitant	These customers want to improve their home or business to make it “greener” and have an idea of what they want to do but are daunted by vendor choices, building retrofit challenges, project costs, or the complexity of the overall upgrade process. May also include customers who are complying with local building electrification policies.
Interested but does not know where to start	These customers have considered improving their home or business with a green or sustainable project but do not know what it would entail.
Resource-constrained	These customers recognize the benefits of green or sustainable buildings but have much greater challenges to overcome than the general population. Examples of their challenges include language accessibility, time constraints to research options, knowledge of electrification benefits, high upfront costs, and landlord-tenant approvals and permissions.

One of the most important services the Advisor Program will provide is assistance with navigating the assorted federal, state, and local rebates and tax credits available to customers for projects they may choose to undertake. Advisor Program staff should be knowledgeable about which rebates can be stacked to bring customers the lowest installation costs, whether these rebates are acquired by the customer or contractor, and tax credits customers can claim as a result of completed projects.

Rebate and incentive programs that the Advisor Program will support customers with include, but are not limited to:

- California Energy Commission – Smart Homes Program
- TECH Clean California
- Comfortably California
- Golden State Rebates
- Low Income Weatherization Program
- Statewide Midstream Water Heating Program
- Southern California Regional Energy Network (SoCalREN) programs
- Tri-County Regional Energy Network (3C-REN) programs

## 2.2. Advisor Program Goals and Objectives

- **Provide technical advisory support to a broad range of residential and small commercial customers looking to complete a clean energy project.** The selected Proposer will support the Advisor Program by providing tailored services to CPA customers described in Table 2 considering a wide variety of interest levels, knowledge of building equipment and appliances,

complexity of rebate applications, and time sensitivities for customers when appliances break down.

- **Maximize ease of use for customers** with excellent and friendly customer support across a spectrum of mediums such as online, email, phone, and chat, in multiple languages (English, Spanish and Chinese). The Advisor Program will provide information in simple and straight-forward language with clear steps for customers to follow.
- **Provide enhanced support for low-income and underserved segments.** The enhanced support may involve expert knowledge of income-qualified and equity-focused programs and bill assistance, an explanation of clean energy benefits and cost impacts, guidance on right-sized cost-effective equipment, and multi-lingual support services.
- **Support electrification projects large and small.** Customers engaging with the Advisor Program may seek a single-appliance upgrade or undertaking a comprehensive home or business retrofit. Regardless of their current project, customers should leave the Advisor Program informed, empowered, and encouraged to take the next step in their electrification journey.
- **Be a resource hub for customers** to evaluate their green or sustainability options, available electrification rebates, and additional CPA programs (Power Ready, Power Response, Power Share, Community Solar, Peak Management Pricing, and Green Leader Program, or other programs). The selected Proposer will help customers provide resources to find licensed contractors, provide guidance on contractor bids, and to access additional resources and information. The Advisor Program should be a useful resource for introductory, intermediate, and expert levels of home and small business retrofits and should point industrial and large commercial customers to additional information as appropriate.
- **Evolve and customize support** as the selected Advisor Program Proposer learns more about the needs and challenges of CPA customers. The Advisor Program will continuously analyze the types of questions customers ask, the most effective methods of providing support, and the outcomes of this support as it pertains to completing a home or small business electrification and energy efficiency upgrades. The Advisor Program will follow up with customers to determine if an upgrade was completed, if any additional support is needed, and evaluate the value of the customer service provided.

### **2.3. Program Roles and Responsibilities**

CPA is the program manager with responsibilities that include hosting the program website and conducting program marketing and outreach. The selected Proposer will meet with CPA staff to consult on marketing strategy and will be the primary provider of technical content on the website and all technical support from the call center, chat, and email inquiries. The selected Proposer will develop tools and

resources including a chat function that will be hosted on the CPA program website. The selected Proposer will advise CPA on ways of presenting resources on CPA's program website and make recommendations to CPA on outreach strategies. **Table 3** outlines program roles and responsibilities.

**Table 3: Program Roles and Responsibilities**

Role	Proposer	CPA
Program management and oversight		X
Marketing and outreach		X
Create Program Manual	X	
Create call center scripts and FAQs	X	
Develop and host website		X
Create data dashboard	X	
Train Advisor Program staff	X	
Develop tools and documents for website	X	
Develop technical and functional requirements for website integration of tools	X	
Track program metrics	X	
Provide technical support through call center, chat, and email	X	
Regular check-ins and reporting	X	

#### 2.4. Estimated Volume of Customer Interactions

The Advisor Program will be marketed by CPA and available at no charge to CPA customers. CPA has approximately 910,859 residential customer accounts and 99,962 small business accounts. Of the residential accounts, 219,655 are either California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance Program (FERA) accounts. **Table 4** shows estimates of expected customer interactions in Year 1. Expected customer interactions for each subsequent year of the program will be refined by the selected Proposer and CPA.

**Table 4: Estimated Number of Interactions by Medium**

Year	Customer Type	Call Center/ Web Interface	Virtual Assessments
1	Residential	4,550	360
	Small Business	500	40

### 3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with energy advisor services, virtual energy assessments, reviews of contractor bids and tracking

customer interactions. Proposer should have a deep knowledge of available electrification and energy efficiency rebates, and experience helping customers apply for and obtain these rebates.

- Proposer must have applicable qualifications and experience to support energy advisor technical call center staffing to assist residential and small business CPA customers complete electrification and energy efficiency upgrades.
- Proposer must have applicable qualifications and experience with providing energy advisor program services to a diverse customer base. Experience providing these services to CCAs or electric or municipal utilities is preferred.

#### **4. SCOPE OF SERVICES**

##### **4.1. Scope of Work**

A detailed description of the contemplated Scope of Work for the Advisor Program is contained in Attachment A (“Scope of Services”).

##### **4.2. Term of Work**

Services under this RFP are expected to commence on May 6, 2024, and continue until September 6, 2027 (“Initial Term”). 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”).

#### **5. PRICING**

**5.1.** 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.

**5.2.** Proposer should provide a break-out of costs for the project by task and for each year of the program term. Proposer should itemize costs associated with use of an existing contractor and rebate finding tool or the development of any custom contractor and rebate finding tools for **Task 2**. For **Task 3**, Proposer should itemize costs associated with call center support and virtual energy assessments.

**5.3.** CPA has estimated program interactions in **Table 4** for Year 1 but recognizes that the actual number of interactions may be higher or lower than these estimates. Proposer may therefore choose to estimate costs by task with hourly estimates plus not-to-exceed costs, or to split costs by task by fixed costs and hourly/incremental costs. If Proposer chooses to estimate costs with volumetric or level of effort metrics, Proposer should also break out fixed costs from incremental costs that depend on volume. Volumetric and level of effort metrics are not required if the Proposer chooses to estimate costs with a fixed fee. **Table 5** is an example pricing matrix.

**Table 5: Example Pricing Matrix**

Task	Year 1		Year 2		Year 3		Total
	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	
<b>Task 1</b>							
Kick-Off Meeting & Program Manual							
<b>Task 2</b>							
Development of Rebate and Contractor Finding Tools (if necessary)							
All other Services Ramp Up							
Total for Task 2							
<b>Task 3</b>							
Call Center Support							
Virtual Energy Assessments							
Total for Task 3							
<b>Task 4</b>							
Program Administration & Management							
<b>Task 5</b>							
Program Design Memo							
<b>Contingency</b>							
Contingency Costs							
<b>Total Cost</b>							

## **6. RFP PROCESS**

### **6.1. RFP Schedule**

The timetable for this RFP is as follows:

Description	Date
Release of RFP	February 29, 2024
Deadline for Written Questions	March 6, 2024
Responses to Questions Provided	March 11, 2024
<b>RFP Proposals Due</b>	<b>March 20, 2024, by 9:00 a.m. Pacific Time</b>
Evaluation of Proposals	March 21 - 27, 2024
Interviews (if needed)	March 28 – April 3, 2024
	April 8-19, 2024
Contract Negotiations	April 8 – 19, 2024
	April 22 - May 3, 2024
Presented to the Board for Approval and Execution of Contract	May 2, 2024
	June 6, 2024
Commencement of Work	May 6, 2024
	June 12, 2024

## 6.2. 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 [xmanarolla@cleanpoweralliance.org](mailto:xmanarolla@cleanpoweralliance.org). All questions must be received by 4:00 pm (Pacific Time) on March 6, 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: <https://cleanpoweralliance.org/contracting-opportunities/> on March 11, 2024.

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.

## 6.3. Proposal Submission Deadline

A proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by 9:00 a.m. on March 20, 2024. Please include "PROPOSAL FOR ELECTRIFICATION ENERGY ADVISOR 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.

#### **6.4. Proposal Evaluation Criteria**

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

<b>Evaluation Criteria</b>
Proposer's qualifications and experience (see Section 3).
Proposer's ability to provide the Contemplated Scope of Services identified in <b>Attachment A</b> .
Proposer's Pricing (see Section 5)

#### **6.5. Evaluation Process**

CPA will evaluate the proposals pursuant to the criteria specified in Section 6.4 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.

### **7. PROPOSAL REQUIREMENTS**

#### **7.1. Proposals shall include the following components:**

- 7.1.1. Proposer's qualifications and experience with the elements specified in Section 3 (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.

7.1.2. Proposer's explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the Scope of Services to the final agreement as Exhibit A). This section must include:

- 7.1.2.1. 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.
- 7.1.2.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
- 7.1.2.3. Proposer must provide its pricing proposal, including the information required in Section 5, "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.
- 7.1.2.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.

7.1.3. Proposer shall provide responses to the following questions related to the tasks referenced in Attachment A:

Task 1 Proposer Questions:

- How will the Proposer customize its frequently asked questions (FAQ) documents and call center training materials for CPA customers?
- How will the Proposer screen for eligibility? What kind of personal information will be obtained from customers and how will Proposer protect this data?
- How will Proposer provide distinct levels of support based on customer needs? What will the user experience be to access more advanced support?

Task 2 Proposer Questions:

- What rebate and contractor finding tools does Proposer intend to use and why is this the best option? Proposer should describe any tools it has created to help customers find available rebates and contractors to perform upgrades. If Proposer intends to utilize existing publicly available tools, Proposer will describe how the Advisor Program can best partner with the tool owner and identify any additional costs associated with this partnership.

- How will Proposer evaluate contractors and contractor bids for projects? What benchmarks will Proposer use to determine the cost effectiveness of contractor bids?
- What CRM or other tools will Proposer use to track and report customer interactions and create visualization dashboards for CPA? How will data be shared and submitted to CPA?

Task 3 Proposer Questions:

- What will the call center hours of operation be? How will the call center provide assistance to customers who are not able to call during regular business hours?

Task 4 Proposer Questions:

- What are some of the most important refinements for the Advisor Program to help ensure that customer questions get converted to action, and that related data is collected to help improve the program?

7.1.4. Proposer's completed Prospective Contractor References Form. See **Attachment B**.

7.1.5. Any required changes to CPA's Pro Forma Contract. See **Attachment D**.

7.1.6. Proposer's completed Campaign Contribution Form. See **Attachment E**.

## **8. 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.

## **9. 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.

## **10. 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 [xmanarolla@cleanpoweralliance.org](mailto:xmanarolla@cleanpoweralliance.org).

## **ATTACHMENTS**

**Attachment A** – Scope of Services

**Attachment B** – Prospective Contractor References

**Attachment C** – CPA Member Agencies

**Attachment D** – CPA Sample Contract

**Attachment E** – Campaign Contribution Form (Government Code 84308)

## ATTACHMENT A

### SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of comprehensive, customer-facing technical consulting services to CPA customers looking to electrify their residences and/or small businesses that include, but are not limited to, the tasks listed below.

Proposers are encouraged to suggest enhancements to the tasks below (“Tasks”). CPA is interested in understanding how Proposer's experience and innovative approach can support the success of CPA's Advisor Program.

#### **Task #1: Kick-Off Meeting and Program Design**

1. Kick-off and Program Launch. Proposer will participate in a program kick-off meeting with CPA to prepare for the implementation of Proposer’s services. The kick-off meeting will review the scope of work, review objectives, budget, ramp up/launch schedule, administrative processes, contract, and set up check-in meetings on a recurring schedule throughout the period of performance.
  - 1.1. During kick-off, Proposer and CPA will finalize a list of project types that will be supported through technical assistance and online resources.
  - 1.2. During kick-off and in subsequent bi-weekly check ins, Proposer will develop and finalize a list of documents, resources and tools that will be created or aggregated for use on CPA's program website. Tools are expected to include, but are not limited to:
    - 1.2.1. Chat tool that can be posted on CPA's Advisor Program website.
    - 1.2.2. Advisor Program email address for customer questions.
    - 1.2.3. On-line scheduling tool for customers to speak with a technical assistant.
    - 1.2.4. Rebate finder tool that will be posted or linked-to on CPA Advisor Program website and used to assist customers in finding and applying for energy efficiency and electrification rebates.
    - 1.2.5. Contractor finder or link to a third-party resource to identify contractors.
    - 1.2.6. Contractor bid benchmarking tool.
    - 1.2.7. Virtual assessment report template.
    - 1.2.8. Survey templates for following up with customers on their progress and satisfaction with program.
  - 1.3. During kick-off and in bi-weekly meetings, Proposer will work with CPA to create a list of metrics and key performance indicators to be tracked by Proposer while providing Advisor Program services.
2. Program Manual. Proposer will develop a comprehensive program manual with CPA staff that describes the policies and procedures in executing the Advisor Program (“Program Manual”). The Program Manual will be an internal document to be used by CPA staff and Proposer staff to establish standardized procedures

throughout the duration of the program term and to map expected customer interactions. The Program Manual should be updated over the program term and incorporate learnings from customer experiences, challenges and support provided. The final Program Manual shall include:

- 2.1. Description of program operations including customer filtering and escalation process to higher level of technical expertise.
- 2.2. Use cases of Advisor Program services through call center, chat, email, and website pathways.
- 2.3. Examples for how and when the Advisor Program will provide guidance on accessing rebates and when it will recommend leveraging resources and technical support from other sources.
- 2.4. Technical and functional requirements for seamless integration of web tools created by the Proposer on CPA's program web page.
- 2.5. Customer support escalation process from Advisor Program call center staff to CPA.
- 2.6. Guidelines and examples for when the Advisor Program will direct customers to other CPA programs such as Power Ready, Power Response, Power Share, Community Solar, Peak Management Pricing, Green Leader Program, and other future programs.
- 2.7. Guidelines on how the Advisor Program will determine CPA customer status, how questions will be answered or directed if CPA customer status is unknown, and how questions from non-CPA customers will be handled.
- 2.8. Virtual energy assessment template.
- 2.9. Advisor Program metrics and key performance indicator ("KPI") reporting.
- 2.10. Monthly reporting requirements.
- 2.11. Cybersecurity and data privacy requirements.

#### Task #1 Anticipated Deliverables:

1. One (1) Program Kick-off meeting with CPA staff.
2. Updated scope of work, if applicable.
3. Ramp-up and launch schedule.
4. List of project types that will be supported through technical assistance.
5. List of documents, tools, and resources to develop.
6. List of KPIs and metrics to be tracked by Proposer.
7. Program Manual.

#### Timeline for Task #1:

1. Kick-off and Launch Schedule: within two (2) weeks of contract execution.
2. Program Manual outline: Within one (1) month of contract execution.
3. Final Program Manual: within six (6) weeks of contract execution. Must be completed prior to launch of call center.

## Task #2: Services Ramp Up

1. Proposer will complete the following activities in preparation for program launch. Support development of Marketing and Communication Plan.
  - 1.1. CPA will lead all marketing and outreach efforts for the Advisor Program services. Proposer will meet with CPA marketing staff to refine and consult on the marketing strategy.
  - 1.2. Recommend ways CPA can incorporate chat tools, email links, call center phone numbers and preliminary questionnaires to help guide customers to the appropriate form of support.
2. Develop resources and materials for the Advisor Program website.
  - 2.1. Develop documents, tools and resources agreed to in **Task 1** in formats that can be easily uploaded to the program website or posted via iframe or other relevant formats. CPA will develop and host the program website while Proposer will be the primary source for all technical content and assistance provided to customers.
3. User-test website and Advisor Program pathways.
  - 3.1. Conduct user testing of call center, website, chat, and email pathways with an appropriately sized group of beta testers (which may include CPA staff and CPA customer participants) to ensure ease of use by customers.
4. Develop technical question FAQs and train Advisor Program personnel.
  - 4.1. Submit a list of frequently asked questions with initial answers to CPA for review and approval. Proposer will edit responses, add questions and responses, and incorporate CPA input into FAQ documents. Proposer will train Advisor Program staff to respond to customer inquiries about CPA programs and incorporate these into FAQ documents.
5. Develop Program Reporting.
  - 5.1. Create a data platform for program reporting of customer interactions, metrics, and KPIs. Proposer will provide at minimum weekly updates to the data platform for reporting in KPIs. In addition to the data platform, an online dashboard tool to visualize the data is preferred.
  - 5.2. Program reporting will include, but is not limited to, the following data:
    - 5.2.1. Number of customer interactions (via call center, chat, and email) and average duration of interaction (if possible).
    - 5.2.2. Location of Advisor Program customers (jurisdiction name and zip code).
    - 5.2.3. Customer type including single family owner/renter, multifamily owner/renter, small business owner/lessee.
    - 5.2.4. Response time (amount of time customer must wait for Advisor Program staff to respond).
    - 5.2.5. Number of repeat customer interactions (customers returning a second time or more).
    - 5.2.6. Log of questions and answers provided including categorizing questions into groups.



- 5.2.7. Number of customer interactions supported with technical assistance.
  - 5.2.8. Number of customers who receive guidance for contractors, other CPA programs and external programs tracked by program name (e.g., 3C-REN, TECH).
  - 5.2.9. Number of virtual energy assessments completed.
  - 5.2.10. Turnaround times for responses to customer requests.
  - 5.2.11. Number of customer inquiries that led to an energy efficiency or electrification upgrade.
  - 5.2.12. Types of retrofits pursued (space heating, water heating, clothes washing, kitchen appliances, energy efficiency, panel upgrade, etc.).
  - 5.2.13. Number of customers who opt out of CPA service after engaging with the Advisor program.
  - 5.2.14. Net promoter score to determine customer satisfaction and additional customer feedback on their experience with the Advisor Program.
  - 5.2.15. Other metrics and KPIs as proposed by Proposer and CPA.
- 5.3. Customers may call about projects or questions that are outside the scope of the Advisor Program. The Advisor Program will provide friendly and helpful suggestions to these questions wherever possible and summarize these questions to help CPA improve its marketing and outreach efforts.

**Task #2 Anticipated Deliverables:**

1. Participation in a CPA marketing meeting to provide marketing recommendations.
2. Development of program documents, tools, and resources agreed to in Task 1 for inclusion on program website.
3. Beta-test of program call center and website.
4. Technical question FAQ training materials for Advisor Program staff.
5. Program KPIs, program reporting tool and dashboard.

**Timeline for Task #2:**

1. Within ninety (90) days of contract execution.

**Task #3: Program Launch and Implementation**

The goal of this Task is to launch the Advisor Program by a “go live” date to be determined by the Proposer and CPA and to implement customer support while regularly updating a CPA-facing data dashboard.

Upon launch, Proposer is expected to provide technical support through a call center, chat function (developed by Proposer and hosted on CPA website), email, and other pathways agreed upon by CPA and Proposer. The Proposer will provide, at minimum, weekly updates to a data dashboard for CPA to monitor program implementation. The Proposer is expected to closely monitor the successes and challenges of implementation of the Advisor Program, particularly in the first few months, and raise any issues with CPA.

Below is a list of core Advisor Program services. All customer support is expected to be available in multiple languages when needed.

### **Core Advisor Program Services**

The Proposer will offer CPA residential and small business customers the following Advisor Program services:

- 1. Call Center.** The Proposer will design and implement a call center that will offer phone support for CPA customers. The Proposer will also provide support to customers who ask questions through an online chat function from the program web page or who reach out via email. CPA will design and host a webpage with input from the Proposer. This webpage will contain resources for energy efficiency and electrification projects and directions for how to access additional Advisor Program support. The Advisor Program will direct customers to resources on the program webpage as applicable. Call center staff will screen if callers are CPA customers and if they are residential or small business. Residential and small business CPA customers are eligible for the full suite of Advisor Program support. Non-CPA customers and CPA customers outside of the target audience (industrial, medium, and large businesses) will be provided answers to general questions and directed toward other, non-Advisor Program resources as available. Proposer call center staff will help assess the challenges faced by customers, why they are calling, needs and priorities, understanding of electrification, project experience, cost sensitivity and ability and desire to invest time into an upgrade. The Advisor Program's customer service representatives will provide guidance on next steps and additional resources, depending on whether they are undertaking a self-managed project or desire a turnkey option. More complex inquiries will be directed to expert-level Advisor Program staff and CPA staff, as needed.
- 2. Incentives and Layering Assistance.** The Advisor Program will provide support navigating the complex incentive landscape and provide guidance on ways to layer available funding (3C-REN, SoCalREN, TECH, IOU, IRA rebates, and tax credits) for the customer's project. Income-qualified (or otherwise eligible) customers should be directed to available no or low-cost programs. The Advisor Program will provide clear and concise information on what rebates the customer is eligible for, suggestions for which rebate options to pursue, guidance on how the customer can pursue rebates or work with contractors to receive them, links/referrals to incentive opportunities, and assistance so customers understand important details about those opportunities. The Advisor Program will help customers prioritize rebate programs that provide the highest return, have the fewest application hurdles, and have funding available at the time customer is applying. The Advisor Program will provide assistance to customers applying for funding and will follow up on customer success in obtaining rebates.

3. **Technical Assistance.** The Advisor Program will provide a range of technical and non-technical support staff who can help customers troubleshoot specific scenarios and address their questions. Call center staff are expected to have some understanding of the Southern California building stock and climate zone factors that impact electrification needs and challenges in the CPA service territory. The call center will provide first-level information and guidance on these topics, but more challenging projects and more technical customers/questions will be referred to the Advisor Program's technical experts. It is key for the technical experts to answer advanced questions at a level understandable to the customer and in multiple languages when needed.

Below is a list of types of projects for which the Advisor Program is expected to provide support. A more complete list of projects will be determined with input from the selected Proposer and CPA before launching the program.

- 3.1. Technical assistance to minimize the need for electrical panel and service upgrades: Provide guidance on how electrification projects may not require panel upgrades based on available circuits, smart panels, splitters, and other technologies.
- 3.2. Power efficient strategies: Provide guidance on monitoring sources of high energy consumption, using smart thermostats and other technologies to lower energy consumption, and taking advantage of cost savings from time of use rates.
- 3.3. Right-sizing of equipment: Learn about the customer's water consumption, heating and cooling preferences and monthly energy use and provide guidance on products, appliances and equipment that meet customer needs. The Advisor Program will provide guidance on solutions that minimize panel and service upgrades where feasible.
- 3.4. Weighing different heating and cooling system options: Provide guidance for customers on budget impacts and educate them on the pros and cons of heat pumps and other space heating/cooling options.
- 3.5. Improving building envelope energy efficiency performance: Provide guidance on ways customers can upgrade their walls, windows, roofs, foundations, and other thermal barrier elements to minimize energy loss.
- 3.6. Domestic appliance upgrades: Educate customers on kitchen appliances such as induction cooktop technology, ovens, and high efficiency clothes washers and dryers, noting ENERGY STAR and other relevant certifications. The Advisor Program will help customers right-size their appliances, explain necessary electrical upgrades if needed, and help customers estimate the payback period for upgrade costs.
- 3.7. Solar panel and/or battery installations: Provide guidance to customers to determine the feasibility of these systems, including capacity, cost, upgrades needed, and payback period for solar and battery installations. The Advisor Program will point customers to contractors and additional resources as

needed. The Advisor Program will also provide information on CPA programs such as Power Response and Sun Storage.

- 3.8. Electric vehicle infrastructure installations: Provide guidance to customers weighing the costs and benefits of Level 1 and Level 2 charging upgrades in homes and small businesses. The Advisor Program will provide guidance to customers to right-size electric vehicle infrastructure based on daily miles driven, existing garage/parking outlets, splitter options, and panel capacity. The Advisor Program will also provide information on CPA programs like Power Response.
4. **Virtual Energy Assessments.** The Advisor Program will provide a virtual energy assessment of the customer's home or small business upon request, to map the customer's baseline energy use, energy efficiency opportunities, existing and future electrical panel capacity upgrades, steps customers can take to fully electrify over time (depending on the customer's preferred time frame), and review of contractor recommendations or project quotes. Upon completion of the virtual energy assessment, the Advisor Program will provide customers with a written summary of findings, suggested upgrades, relevant price benchmarks, and a clear set of next steps. The preference is for assessments to be developed through remote/virtual means, which may include phone or video conversations with customers to gather key details, such as existing equipment location and current panel rating. Not all customers will need this support. The Advisor Program should perform a screening process to help determine the customer's viability of pursuing upgrades.
5. **Contractor Assistance.** Advisor Program call center staff will offer guidance to customers for how to select a contractor for their project, provide resources to assess contractor quotes, and explain key differences between contractors' qualifications, recommended scopes of work and pricing.
6. **Referrals to Other CPA Programs.** Advisor Program staff will have a basic understanding of CPA programs and will provide suggestions to customers based on potential cost savings and benefits. Below is a list of existing CPA Programs. A final list of programs will be determined with input from CPA before launching the program.
  - 6.1. Energize Communities (to be launched).
  - 6.2. Peak Management Pricing.
  - 6.3. Power Ready.
  - 6.4. Power Response.
  - 6.5. Power Share.
  - 6.6. Sun Storage Rebate (to be launched).

Task #3 Anticipated Deliverables:

1. Launch core Advisor Program services on "go-live" by date agreed to by CPA and Proposer.
2. Weekly data dashboard updates.

### Timeline for Task #3:

1. “Go-live” launch of Advisor Program core services within ninety (90) days of contract execution.
2. Dashboard updates shall be ongoing over the duration of the program.
3. Core Advisor Program services will be provided until thirty (30) days prior to the end of the program term.

### **Task #4: Administrative Services and Management**

Proposer will hold bi-weekly check-ins to address program needs and update CPA on progress. Proposer will provide monthly reports that include metrics and KPIs itemized in Task 2. Proposer will also provide annual reports on program status and a final report on outcomes resulting from Advisor Program services. Proposer should highlight customer questions or trends that can impact the evolution of the program or improve program performance in monthly and annual reports.

Proposer will complete the following activities to administer the Advisor Program:

1. Bi-Weekly check-ins, monthly progress report and calls.
  - 1.1. Work with CPA project manager(s) to determine the agenda of bi-weekly check-in calls at minimum one (1) day prior to the meeting. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting.
  - 1.2. Provide a monthly progress report and lead an associated conference call with the designated CPA program manager(s). The monthly progress report may include data dashboards or data tables and will describe customers engaged, project progress by task, challenges encountered, a description of additional funding or resources secured by customers, task milestones achieved in the preceding month, and an outline of upcoming tasks and milestones for the following month. Include KPIs noted in Task 2.
  - 1.3. Monthly progress reports will include suggestions for updates to FAQs.
2. Annual Status Report.
  - 2.1. 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, number, and type of customer interactions, known retrofits resulting from Advisor Program support, and financial summary comparing actual expenditures to the project budget:
    - 2.1.1. Reports will be submitted to CPA for approval before being finalized.  
The annual report should include KPIs included in Task 2 and additional indicators as determined by CPA and Proposer.
    - 2.1.2. Annual Progress Reports will evaluate program performance and suggest methods for reaching more customers and converting more Advisor Program support to completed retrofits.

3. Final Report.
  - 3.1. Provide a Final Report at the close of the program term for public distribution, subject to review and approval by CPA. The report format will include an executive summary, challenges encountered, lessons learned, best practices of Advisor Program support, 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.

Task #4 Anticipated Deliverables:

1. Bi-weekly check-in calls.
2. Monthly progress calls and report.
3. Annual Status Reports reviewing program results and future recommendations.
4. Final Report to assess the results of the program.

Timeline for Task #4:

1. Program administration shall be ongoing over the duration of the program.
2. Final report to be delivered no later than thirty (30) days after the completion of Task #3 and prior to the end of the program term.

**Task #5: Program Design Advisory Services (Optional, at CPA's Discretion)**

The following task sets forth optional services which may be implemented upon CPA's request and approval. Proposers are requested to provide a description of their approach.

CPA is interested in investigating rebate, incentive, and financing mechanisms to supplement existing federal, state, and local rebate programs to make electrification more affordable, and to increase the number of completed projects. CPA is considering evolving the Advisor Program to include rebates and is also interested in additional options ways it can incentivize electrification. CPA is requesting recommendations from Proposers on how the Advisor Program can evolve.

Proposer should recommend ways in which CPA can increase the number of existing building retrofits completed through expansion of the Advisor Program, on-bill financing (and other loan programs), direct installation programs for disadvantaged or low-income communities, and electrification rebates provided by CPA (e.g., electrical panels, residential home EV charging infrastructure, hot water heating and space heating). Proposers will analyze the successes of existing programs from CCAs, IOUs, RENs, and other entities and outline best practices. Proposers should focus on residential and small business CPA customers and provide use-cases for single family, multifamily and small business customers for recommendations provided.

Proposers should conduct a high-level analysis of a variety of financial incentive and rebate options and rank these in terms of project cost, customer participation, and

GHGs saved. Proposer and CPA will then choose two (2) pathways that Proposer will analyze more deeply for potential implementation in CPA territory.

A Program Design Memo should include:

1. Summary of lessons learned from CPA’s Advisor Program activity, best practices from CPA’s Advisor Program and other programs.
2. High level matrix of potential rebate, incentive, and financing programs ranked by total cost, potential upgrades, and GHG savings.
3. In depth analysis of at least two (2) rebates/incentives/financing mechanisms including CPA territory-specific data on climate zone, population, income levels, building stock, and other factors agreed upon by CPA and Proposer.
4. Example implementation plan for each recommended pathway.

Task #5 Anticipated Deliverables:

1. Program Design Recommendation memo.

Timeline for Task #5:

1. Within twelve (12) months of contract execution.

**Anticipated Program Timeline**

This program is expected to run over the course of forty (40) months from May 2024 through September 2027. Program Tasks #1, 2, 4 and 5 are expected to kick-off in May 2024. The technical support activities to CPA customers set forth in Task #3 are expected to kick-off in August 2024 and extend for thirty-six (36) months through August 2027. The final report in Task #4 is expected to be completed within 30 days of the end of Task #3, prior to the end of the program term. Table 1 below includes an anticipated timeline for the program. A final timeline will be negotiated with the successful Proposer.

**Table 1: Anticipated Program Timeline**

Task	Description	Anticipated Completion Date
1	Task #1 Kick-off	May 2024
1	Completion of Task1, Subsections 1.1 - 1.2	May 2024
1	Completion of Task 1, Subsection 1.3	June 2024
2	Task #2 Kick-off	May 2024
2	Completion of Task 2	August 2024
3	Task #3 Kick-off	August 2024
3	Completion of Task 3	August 2027
4	Task #4 Kick-off	August 2024
4	Completion of Annual Status Report #1	September 2025

4	Completion of Annual Status Report #2	September 2026
4	Completion of Final Report	September 2027
5	Task #5 Kick-off	May 2024
5	Completion of Task 5	May 2025



**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</b>	<b>Contact</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</b>	<b>Contact</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</b>	<b>Contact</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>
1. 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**

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This Professional Services Agreement (this "Agreement"), dated and effective as of [DATE] (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 comprehensive, customer-facing technical consulting services to CPA customers looking to electrify their residences and/or small businesses;

**WHEREAS**, CPA conducted a Request for Proposal ("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 CPA;

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

**AGREEMENT**

**1. Definitions**

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

- c. "CPA Information" shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. "CPA Materials" shall mean all finished or unfinished content, writing and design 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.
- e. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.
- f. "Services" shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

## **2. Exhibits and Attachments**

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

Exhibit A – Scope of Work

Exhibit B – [Contractor's Workplan and Schedule] [Reserved] [Include Exhibit B if services include implementation, deliverables, phases/stages, or the work is complex]

Exhibit C – Compensation [This is the description of the contractor's compensation]

Exhibit D – [Reserved] [Optional: Attach Contractor's bid response, e.g., proposal, statement of qualifications, or other material that describes Contractor's commitment]

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

## **3. Services to be Performed by 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").

## **4. Compensation**

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. 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 on a [time and materials, not-to-exceed, or fixed fee] basis and in the manner specified in Exhibit C.
- b. 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.

## **5. Term**

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall begin on the Effective date and end on August 31, 2027 (“Initial Term”). 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”).

## **6. Termination**

- a. 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.

- b. 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.
- c. 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.
- d. 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.

## **7. Contract Materials**

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such CPA Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

## **8. 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.

## **9. 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.

## **10. Confidential Information**

- a. 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 10.d., below.
- b. 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.

- c. 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.
- d. 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.

## **11. Insurance**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA 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 12 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.

## **12. 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.

## **13. Independent Contractor**

- a. 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.
- b. 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.

## **14. Compliance with Applicable Laws**

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

## **15. 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.

**16. 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.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via 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: [Name, Title]  
Address: [Address]  
Telephone: [Phone]  
Email: [Email]

**18. Assignment**

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

**19. Subcontracting**

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.

## **20. 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.

## **21. Conflict of Interest**

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the 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.
- b. 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.

## **22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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]

By: Theodore Bardacke

Title: [Fill in]

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)):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Attach additional pages, if necessary

**Section 2**

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

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4. If NO, proceed to Section 4.

**Section 3**

<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>	Tamala Kelly	Councilmember
<b>18. Moorpark</b>	Renee Delgado	Councilmember
<b>19. Ojai</b>	Betsy Six	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)**

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
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