



REQUEST FOR PROPOSALS (RFP)

FOR

BEHIND THE METER SOLAR AND BATTERY ENERGY STORAGE SYSTEM CONSULTING ENGINEERING SERVICES

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 provide behind the meter (“BTM”) solar and battery energy storage system (“BESS”) consulting engineering services in support of CPA’s Power Ready Program (“Power Ready”).

Please Note: The selected Proposer(s) for this RFP will not be eligible to bid for CPA’s subsequent solicitation(s) for the Power Ready program.

2. PROJECT BACKGROUND

CPA is a Community Choice Aggregator (“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.

Power Ready provides BTM clean energy resiliency systems to municipal and community sites that serve a critical need. Energy-resilient systems are based on combined and controlled photovoltaic (“Solar”) energy-generation systems and BESS. Together, these Solar and BESS installations function to generate renewable energy during normal operations and provide backup power to preserve critical functions to the sites (“Power Ready Systems”).

Power Ready was created at the direction of CPA’s 2020 Local Program Strategic Plan and expanded as part of the 2023 Local Programs for a Clean Energy Future Action Plan. CPA has approved a multi-site Power Purchase Agreement (“PPA”) for the first round of Power Ready sites (“First Round”) and seeks to expand the Power Ready program to continue to provide resiliency services to CPA’s customers. The second round will broaden the reach of the program, increase the number of Power Ready sites, and the community resiliency benefits.

Sites chosen by member agencies will be facilities that provide critical services to communities during times of emergencies and grid power outages, such as city halls,

emergency evacuation centers, and command centers for emergency operations. This program is to be expanded to include additional public agency sites and other existing critical community-serving locations that could serve as resiliency centers, such as schools, libraries, community centers, youth and/or senior centers, cultural centers, workforce development and training facilities, and foodbanks. More information on the Power Ready program can be found at [Power Ready - Clean Power Alliance](#).

Predevelopment services for the Power Ready program will include advising CPA on the development of the new portfolio of sites; project-specific expertise in areas including preliminary design, electrical engineering, financial assessments, construction feasibility; and subject matter expertise to support troubleshooting for installation, operation, and maintenance. The detailed assessments of chosen sites will consist of both a qualitative and technical assessment of the site's BTM Solar and BESS capacity.

The selected Proposer(s) will assist CPA in releasing solicitation(s) to select a project developer to install the portfolio of Power Ready designs that the Proposer(s) developed, including the management of the solicitation process, acting as the primary point of contact for the development of technical parameters, and the evaluation of solicitation responses. CPA anticipates that the site assessments will be a highly collaborative undertaking between the selected Proposer(s), CPA staff, agency staff and community site staff to determine and describe site eligibility, the critical nature of the site, the identified site's critical loads and estimated duration for backup power, and operational needs of those sites during emergencies/outages. The selected Proposer(s) will evaluate peak load shifting potential, demand response participation opportunities, and installation readiness including roof condition assessments and any necessary and relevant repairs to complete the project. Site assessments may include the collection of additional information to qualify for funding through relevant incentives, rebates, tax credits, and relevant grant opportunities. The final Power Ready portfolio will be issued to developers through CPA's subsequent solicitation process.

The selected Proposer(s) shall complete the following tasks, further described in **Exhibit A**:

- Task #1: Develop Power Ready Portfolio Assessment Methodology.
- Task #2: Perform Power Ready Desktop Reviews & Preliminary Feasibility Assessments.
- Task #3: Conduct Detailed Power Ready Assessments.
- Task #4: Support the Power Ready Solicitation Process.
- Task #5: Construction Implementation & Miscellaneous Power Ready Program Support.
- Task #6: (Optional, at CPA's Discretion): Electric Vehicle Supply Equipment (EVSE) Electrical Feasibility Assessments.

For the purpose of this RFP, Proposer(s) should assume that all 35 member agencies will submit five (5) to ten (10) sites each to be screened during Task #2. CPA will lead the initial outreach and enrollment of sites and relay them to the selected Proposer(s). After the sites are screened during Task #2, it is assumed that not more than fifty (50) sites will be assessed during Task #3, and fewer in Task #4. All sites will be located in CPA territory.

CPA strives for a cost-effective program and encourages Proposer(s) to consider Start/Stop/Proceed management practices to ensure that time and resources are spent on sites with the greatest potential to be constructed and develop strategies to identify reasons why sites are not good candidates quickly.

3. QUALIFICATIONS AND EXPERIENCE

Qualified Proposer(s) should have the following minimum qualifications and experience:

- Proposer(s) must have demonstrated experience in Solar, BESS, and backup power predevelopment services, preferably with local governments in California.
- Proposer(s) must have an established methodology of analyzing a portfolio of sites specifically for Solar, BESS, and backup power.
- Proposer(s) must have applicable qualifications and experience utilizing electricity usage data in various formats to determine the load shifting and demand response potential of Solar, BESS, and backup power.
- Proposer(s) must have experience in modeling Solar and BESS savings, particularly under net billing tariffs and the solar billing program.
- Proposer(s) must have experience with modeling cost-savings and backup power capacity with utility data analysis software.
- Proposer(s) must have applicable qualifications and experience providing site assessment services for Solar, BESS, and backup power preliminary designs.
- Proposer(s) must have applicable qualifications and experience with electrical engineering assessments of sites, including the analysis of electrical switchgear, electrical panels and subpanels, and critical power loads for the critical load panels.
- Proposer(s) must have relevant roofing, structural, geotechnical, and other expertise related to the full assessment of Solar, BESS, and backup power assessment services.
- Proposer(s) must have familiarity with non-BESS resilience technology and equipment.
- Proposer(s) must have applicable qualifications and experience managing projects of the size and scope described above, as well as experience working with non-residential customers, including municipal and/or public agency stakeholders.

- Proposer(s) must have experience managing solicitations, particularly for public agencies.
- Proposer(s) project team must include California Licensed Professional Electrical Engineer and other applicable licenses or certifications, preferably within the Proposer(s) company.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for BTM Solar and BESS Consulting Engineering Services is contained in Attachment A (“Contemplated Scope of Services”).

4.2. Term of Work

Services under this RFP are expected to commence on September 9, 2024, and continue until September 8, 2026 (“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 additional years (each, a “Renewal Term”).

5. PRICING

- 5.1.** Proposer(s) 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.
- 5.2.** The compensation structure should be fixed price for Tasks #1, #2, #3, and #4. Proposer(s) shall provide a budget outlining costs for each Task as outlined in Attachment A, and on a per-site basis.
- 5.3.** The compensation structure shall include hourly rates for Tasks #5 and #6, and Proposer(s) must specify the rate increments for each professional who will or is anticipated to perform services outlined herein, and a not-to-exceed amount.
- 5.4.** Proposer(s) 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.
- 5.5.** Proposer(s) should provide a pricing matrix that follows the format set forth in the table below:

Pricing Matrix

Task	Year 1		Year 2		Renewal Term 1		Renewal Term 2		Total Cost
	Fixed Cost	Total Cost	Fixed Cost	Total Cost	Fixed Cost	Total Cost	Fixed Cost	Total Cost	Total Cost
Task #1									
Develop Power Ready Portfolio Assessment Methodology	N/A	Total Cost	N/A	N/A	N/A	N/A	N/A	N/A	Total Cost
Task #2									
Desktop Review of all sites provided by CPA	Per Site	Total Cost	Per Site	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Power Ready portfolio and shortlist of sites	N/A	Total Cost	N/A	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Total for Task 2	Per Site	Total Cost	Per Site	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Task #3									
Completed Power Ready Site Narrative, Critical Load Report, and Roofing Report	Per Site	Total Cost	Per Site	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Power Ready portfolio and shortlist of sites	N/A	Total Cost	N/A	Total Cost	N/A	TBD	Hourly Rate	TBD	Total Cost
Member agency and customer-facing report	N/A	Total Cost	N/A	Total Cost	N/A	TBD	Hourly Rate	TBD	Total Cost
Total for Task 3	Per Site	Total Cost	Per Site	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Task #4									
Power Ready Solicitation package	N/A	Total Cost	N/A	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Comparison of solicitation proposals	N/A	Total Cost	N/A	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Total for Task 4	N/A	Total Cost	N/A	Total Cost	Hourly Rate	TBD	Hourly Rate	TBD	Total Cost
Task #5									
Construction Implementation Support	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate
Task #6 (Optional)									
EV Feasibility Assessment Report	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate	N/A	Hourly Rate
Contingency									
Contingency Costs	N/A	Total Cost	N/A	Total Cost	N/A	Total Cost	N/A	Total Cost	Total Cost
Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost

6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	May 21, 2024
Deadline for Written Questions	May 28, 2024
Responses to Questions Provided	June 4, 2024
RFP Proposals Due	June 17, 2024, by 4:00pm (Pacific Time)
Evaluation of Proposals	June 18 – 28, 2024
Interviews (if needed)	July 1 – 12, 2024
Notice of Intent to Award Provided	July 15, 2024
Contract Negotiations	July 15 – 26, 2024
Presented to the Board for Approval and Execution of Contract	September 5, 2024
Commencement of Work	September 9, 2024

6.2. Proposer Questions and CPA Responses

Potential Proposer(s) may submit questions regarding this RFP by sending an email to contracting@cleanpoweralliance.org with a copy to jspector@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on May 28, 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 June 4, 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 by 4:00 pm on June 17, 2024. Please include "PROPOSAL FOR BTM SOLAR AND BESS CONSULTING ENGINEERING SERVICES" in the email subject line.

It is the sole responsibility of the submitting Proposer(s) to ensure that its proposal is received before the submission deadline. Submitting Proposer(s) 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:

Evaluation Criteria	Criteria Weight
Proposer’s qualifications and experience (see Section 3).	35%
Proposer’s ability to provide the Contemplated Scope of Services identified in Attachment A .	35%
Proposer’s Pricing (see Section 5)	20%
Proposer’s References (see Attachment B)	10%

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.

6.6. Protest Process

Any Proposer who wishes to submit a written protest must do so by 12 p.m. (Pacific) on July 19, 2024, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The written protest must be e-mailed to contracting@cleanpoweralliance.org.

If CPA’s Board of Directors (“Board”) is the final approval authority for any contract(s) awarded from this RFP, you may also give a public comment when the item is scheduled before the Board. If you want to give a public comment, please contact CPA’s Board Clerk prior to the meeting at clerk@cleanpoweralliance.org.

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 work 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's completed pricing matrix as set forth in Section 5.5.
- 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 with a copy to jspector@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) for the BTM solar and BESS consulting engineering services is to provide CPA with a full range of program evaluation support, site assessments, and solicitation management services for Power Ready. Selected Proposer(s) will develop the Power Ready program's assessment methodology, perform Power Ready desktop reviews & preliminary feasibility assessments, conduct detailed Power Ready assessments, support the Power Ready solicitation process, and provide construction implementation and miscellaneous Power Ready program support that include, but are not limited to, the following services:

Task #1: Develop Power Ready Portfolio Assessment Methodology

Develop a process in consultation with CPA staff to identify the most suitable member agency and critical community sites in CPA territory for Power Ready System development. CPA and the selected Proposer(s) will work with CPA's member agencies and their critical community staff to enroll sites for pre-screening, and the selected Proposer(s) will assist CPA and site staff in determining the most suitable sites to proceed with detailed site assessments. Power Ready portfolio assessment methodology ("Portfolio Assessment Methodology") includes the following:

1. Develop overall technical methodology for how to assess and rank suitability of potential sites for participation in Power Ready. This includes documenting the evaluation criteria to identify and ultimately select the best site candidates to be included in a cost-effective portfolio for the solicitation. Define the parameters that will result in a Power Ready portfolio with the greatest resiliency and bill savings to inform Tasks #2, #3, and #4 below.
2. Create overall key performance indicators ("KPIs") and data collection and tracking management processes to support them.
3. Formulate a standard request for information to site candidates for initial site screening, site assessments, and detailed site analysis; itemize all relevant information collected.
4. Create interview templates for site staff to determine the critical nature of the site, critical backup power loads, and any other criteria that will inform the design.
5. Work with CPA staff to establish parameters for defining eligibility and plausible project sites for development.
6. Outline ideal parameters for the Power Ready portfolio, including advising on the best building typologies, electric load profile, existing site infrastructure (electrical switchgear, spare circuits, etc.), roof type and condition, and any other components that will result in a streamlined Power Ready System construction project.

- 6.1. Review all applicable rebates, incentives, and tax credits throughout the project.
7. Develop an effective management strategy to track key correspondence and responses for all sites and member agencies to inform the KPI's above, with the purpose of reporting to CPA the effectiveness of efforts.
8. Develop a Start/Stop/Proceed management process in consultation with CPA to be used throughout Tasks #2, #3, and #4 activities. This management process will prioritize resources to Power Ready sites with the most potential for success towards ultimate construction and inform strategies throughout Tasks #2, #3, and #4 to maintain a cost-effective program.
9. Provide an overview of the software that Proposer(s) will use to assess the Power Ready sites, identifying strengths, shortcomings, and typical assumptions that are embedded in the analysis.
10. Attend a virtual project kick-off meeting and attend weekly meetings with CPA to advance program development.

Task #1 Anticipated Deliverables:

1. Develop Power Ready Portfolio Assessment Methodology.

Timeline for Task #1:

1. One (1) month after contract execution.

Task #2: Perform Power Ready Desktop Reviews & Preliminary Feasibility Assessments

Perform preliminary feasibility assessments of the potential Power Ready sites that applied for the Program. The purpose of Task #2 is to quickly identify sites with cost-effective Power Ready System potential with direct resilience benefits to member agencies and communities. Sites that do not meet technical eligibility criteria created in Task #1 should be quickly identified and reported as ineligible for the program. Power Ready desktop reviews & preliminary feasibility assessments include, but are not limited to, the following:

1. Perform a collection and analysis of all reasonably available data prior to conducting an in-person site assessment ("Desktop Review") for each potential Power Ready site. The Desktop Review should determine high-level eligibility and prepare for an ultimate site visit as detailed in Task #3.
2. Obtain any existing site Solar and BESS feasibility studies or assessments that may inform the technical assessment.
3. Obtain any capital improvement planning efforts that may impact energy usage, planning, or construction (for example, electric vehicle charging station installation plans, facility needs assessments, etc.).

- 3.1. Identify if there are any opportunities for alignment between projects (for example, roof repairs for rooftop solar, EV charging trenching and Solar and/or BESS trenching, etc.)
4. Review publicly available aerial imagery and photos of the site to inform the initial Solar layout and BESS locations.
5. Collect relevant data from Power Ready site candidates, which may include electrical, structural, geotechnical, and other relevant site plans and items.
6. Analyze site energy data and determine preliminary Power Ready System capacity, including Solar and BESS potential.
7. Perform interviews with key site staff, as needed, to further understand the critical resilience nature of the site and specific site attributes.
8. Create preliminary Solar and BESS placement and layout options and scenarios.
9. Calculate preliminary Power Ready System costs based on all available data based on current market conditions, with list of relevant assumptions.
10. Summary overview of Power Ready site activities including data collected, risks, and benefits to justify the recommendation and track reasons why sites were ineligible as relevant. Itemize data collected per site with reported KPIs and summaries to CPA as requested.

11. Provide a recommendation of sites to be shortlisted and pursued for the Power Ready portfolio that will be further reviewed in Tasks #3 and #4.
12. If at any time during Task #2 activities, the member agency, site staff, Proposer(s), and/or CPA determines that the site(s) are no longer feasible to pursue the Power Ready program due to any reason, CPA will determine if any additional work is required for the specific site(s) in question.

Task #2 Anticipated Deliverables:

1. Desktop Review of all sites provided by CPA.
2. Power Ready portfolio and shortlist of sites to proceed with Task #3 activities.

Timeline for Task #2:

1. Individual site reviews should be completed within fourteen (14) calendar days from when the site was provided by CPA to the consultant for the Power Ready program, unless extension is agreed upon in writing by CPA's Program Manager.

Task #3: Conduct Detailed Power Ready Assessments

Create complete and detailed assessments of the shortlisted sites recommended from Task #2, including qualitative, technical, and financial information for each selected site. The assessment should generally include, but are not limited to, the

information outlined below. Work with CPA to identify the information to be collected and vetted per site. Detailed Power Ready assessments will include the following:

1. Provide qualitative Power Ready site narratives (“Site Narrative”), which shall include:
 - 1.1. Site location.
 - 1.2. Description of required permissions for installation.
 - 1.3. Identification of site facility owner and operator. If the facility owner and/or operator is not a member agency, indicate how the agency coordinates with the facility owner to provide critical services during emergencies and outages.
 - 1.4. Description of the critical operations of the chosen site and community benefits provided by facility.
 - 1.5. Whether the chosen site is in a Disadvantaged Community (as identified by CalEnviroScreen 3.0 and 4.0), high-risk fire zone (as identified by Cal Fire), has experienced a Public Safety Power Shutoff event (from Southern California Edison and CPA data), and other relevant geographical data to assess community impact.
 - 1.6. Summary of general installation readiness, including physical footprints and interconnection.
2. Provide technical assessments that shall include:
 - 2.1. Site diagrams with locations of circuits, electric meters, and other pertinent physical infrastructure details.
 - 2.2. Measurements of available Solar and BESS footprints.
 - 2.3. Solar generation potential (kilowatt-hour).
 - 2.4. Collection of critical load expectations from site staff.
 - 2.5. Measurement of critical loads and identification of critical systems/equipment for connection to backup power, including panels to be supported by the system.
 - 2.5.1. This may include multiple scenarios for a site to determine the optimal plan to proceed, which may be dependent on the resiliency support needed on site.
 - 2.5.2. Calculate critical load capacity based on average and maximum demand (kilowatt) usage.
 - 2.6. Develop a critical load report (“Critical Load Report”) that will define and calculate the average and electric backup power that the BESS should be reserved at all times for backup power, based on site staff preferences. Provide the hourly backup power duration the site will receive (minimum and maximum BESS capacity scenarios).
 - 2.7. Description of site improvements to facilitate installation of Solar and BESS, if required.
 - 2.8. Develop a roofing report (“Roofing Report”) that will encompass a detailed roofing assessment, as requested and with approval from CPA, to determine the roofing scope and costs related to the Solar system design.

- 2.9. Description of any existing on-site Solar, including relevant information about purchase model or lease term, generation capacity, and whether existing Solar can be retrofitted to generate in conjunction with battery storage.
- 2.10. Description and assessment of potential integration with other existing on-site backup systems, such as diesel generation.
- 2.11. Description and assessment of on-site load shifting potential.
- 2.12. Determination of electrical upgrade requirements including site switchgear and associated components.
- 2.13. List of alternate options that are available, including BESS locations, alternate sizing, or other requests by site staff.
3. Provide financial assessments with a thorough pro forma, including:
 - 3.1. Total capital costs required for installation based on current market conditions, and list assumptions as relevant..
 - 3.2. Total bill savings potential for site hosts.
4. Member agency and customer-facing template and report that can be presented to a non-technical audience to understand the Power Ready program offering and capabilities.
5. Summary overview of Power Ready site activities including data collected, risks, and benefits to justify the recommendation and track reasons why sites were ineligible as relevant. Itemize data collected per site with reported KPIs and summaries to CPA as requested.
- 6.
7. If at any time during Task #3 activities, the member agency, site staff, selected Proposer(s), and/or CPA determines that the site(s) are no longer feasible or eligible to be included in Power Ready due to any reason, CPA will determine if any additional work is required for the specific site(s) in question.
8. Work closely with CPA to develop a final recommendation of projects to be included in the Power Ready portfolio that will ultimately be included in the solicitation(s) in Task #4.

Task #3 Anticipated Deliverables:

1. Completed Power Ready Site Narrative, Critical Load Report, and Roofing Report.
2. Power Ready portfolio and shortlist of sites to proceed with Task #4 activities.

Member agency and customer-facing report. Timeline for Task #3:

1. For each site, Final Task #3 Power Ready Site Narrative, Critical Load Report, and Roofing Report are due forty (40) days after notice to proceed is given by CPA to move from Task #2 into Task #3.

Task #4: Support the Power Ready Solicitation Process

Support the solicitation process, which includes compiling all recommended Power Ready sites from Task #3 into a Request for Offer (“RFO”) solicitation, or similar request, to qualified Power Ready System developers. This includes, but is not limited to, the following:

1. Assist with the development of the solicitation by providing all relevant information collected in Tasks #2 and #3 to solicitation proposals.
2. Support communications with proposers throughout the solicitation process, as requested by CPA.
3. Participate in the solicitation webinars with potential proposers and assist with the development of written responses to potential proposer questions.
4. Review the solicitation submissions from proposers and assist with the analysis of technical and financial merit for each submission.
5. Participate in the solicitation interviews with shortlisted proposers, as requested.
6. Providing additional support to CPA staff in evaluating offers, as requested.

Task #4 Anticipated Deliverables:

1. Power Ready solicitation package, as set forth in Task #4 above.
2. Comparison of solicitation proposals.

Timeline for Task #4:

1. Final Task #4 Power Ready solicitation package due sixty (60) days after CPA issues notice to proceed from Task #3.

Task #5: Construction Implementation & Miscellaneous Power Ready Program Support

CPA’s Board of Directors recently approved a multi-site and fixed rate PPA to install, maintain, and operate clean energy backup power systems in eleven (11) buildings in CPA communities over twenty (20) years. These projects will become operational in October 2025, and are part of the First Round of Power Ready. The selected Proposer(s) will support, as requested, the First Round Power Ready projects, working directly with CPA, the developer, and member agency site hosts with any miscellaneous questions related to support the successful design, installation, and operations of the Power Ready Systems. The anticipated support for this task includes, but is not limited to, the following:

1. Construction implementation support.
 - 1.1. Assist CPA with general and technical questions related to the First Round eleven (11) Power Ready sites, as requested.
 - 1.2. Provide estimated costs for potential change orders to the First Round system design and provide CPA with reasonable ranges.

- 1.3. Work with CPA and the First Round Power Ready developer to assist member agencies with answers including, but not limited to, material and labor costs for agency-related costs for landscaping, roofing, fencing, and other construction related items.
- 1.4. Code compliance and implications to designs, costs, etc.
- 1.5. Demand response capabilities including, but not limited to, overall availability, eligibility, enrollment criteria, and costs and savings.
2. Miscellaneous support.
 - 2.1. Assist CPA with identifying and applying to relevant grants that may assist Power Ready, as requested.
3. This task will be billed at an hourly rate, as requested, per the specific circumstances that arise from ongoing project development.
 - 3.1. CPA will determine the scope of the question and work with the selected Proposer(s) to establish a budget for the specific scope.

Task #5 Anticipated Deliverables:

1. Construction implementation support, as-requested support services set forth above.

Timeline for Task #5:

1. Ongoing from contract execution through receipt of Permission to Operate (PTO - the time at which the sites can officially operate as designed) for the sites, which is anticipated to occur in October 2025 for the complete Power Ready First Round portfolio.

Task #6 (Optional, at CPA’s Discretion): Electric Vehicle Supply Equipment (“EVSE”) Electrical Feasibility Assessments

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

CPA launched a suite of local government programs (collectively “Energized Communities”) to support the clean energy, decarbonization, and/or resiliency goals of our member agencies. Task #6 seeks to provide the Energized Communities program with relevant information on electric vehicle (“EV”) charging infrastructure potential based on the electrical configuration at the member agency site.

The intent of Task #6 is to leverage the information collected for the Power Ready sites and/or collect additional criteria to determine suitability for EV charging infrastructure while Proposer(s) are analyzing data and performing assessments on site. CPA, working directly with member agencies and site staff, may request Proposer(s) to determine the EVSE feasibility related to the installation of chargers which may occur at

any time during the Power Ready program process, particularly during the Task #2 and Task #3 activities for the alignment of services.

This EVSE scope will not be included in Tasks #4 or Tasks #5 and should be considered separate from the solicitation, construction, and operations and maintenance of the Power Ready Systems.

The EV assessment will not be included in the Power Ready program design and is a stand-alone deliverable to assist agencies with understanding EV potential, costs, and feasibility at sites. If at any time a Power Ready site does not move forward, the EV assessments could still be pursued further and in greater detail by member agencies.

The potential EV assessment scope includes, but is not limited to, the following:

1. Develop the "Desktop Review" and site assessment methodology to analyze EVSE potential and develop deliverable templates.
2. Assess the selected sites to determine:
 - 2.1. Electrical infrastructure capacity needed to support recommended charging equipment.
 - 2.2. Existing electrical service.
 - 2.3. Existing site infrastructure, including electrical switchgear location and capacity.
 - 2.4. If electrical switchgear upgrades are needed to integrate EVSE's at the site.
 - 2.5. Potential connection points for EV charging infrastructure.
 - 2.6. Identification of suitable locations for supporting electrical infrastructure (panels, transformers, etc.).
3. Create an EV Feasibility Assessment Report incorporating the information set forth above.

Task #6 Anticipated Deliverables:

1. EV Feasibility Assessment Report.

Timeline for Task #6:

1. Three (3) weeks after CPA requests the EV Feasibility Assessment Report.

ATTACHMENT B
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

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

ATTACHMENT C
LIST OF CPA MEMBER AGENCIES

County/City
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

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 [Describe briefly];

WHEREAS, CPA conducted 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 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]
- Exhibit C – Compensation
- Exhibit D – [Reserved]

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

3. Services to be Performed by 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 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 be one (1) year from the Effective Date ("Initial Term"). [Optional: "At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1)

year terms for a maximum of two additional years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement (“Renewal Notice”)]

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) 376-4850
Email: 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

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

I, _____, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements. 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

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 rd District
15. Malibu	Marianne Riggins	Councilmember
16. Manhattan Beach	Amy Howorth	Councilmember
17. Monrovia	Tamala Kelly	Councilmember
18. Moorpark	Renee Delgado	Councilmember
19. Ojai	Betsy Six	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 th 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 th District
33. West Hollywood	Chelsea Byers	Councilmember
34. Westlake Village	Susan McSweeney	Councilmember
35. Whittier	Octavio Martinez	Councilmember