



REQUEST FOR PROPOSALS (RFP)
FOR
MANAGED ELECTRIC VEHICLE CHARGING PROGRAM

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 develop and implement a managed electric vehicle (“EV”) charging program for CPA residential customers.

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.

The energy grid has changed dramatically in the past decade and its rapid evolution is projected to continue. One of CPA’s key focus areas is grid management, developing programs that support a cleaner and more flexible grid, with an additional focus on reducing upward pressure on rates and bills. Electric load is expected to increase significantly in CPA territory due to the growth of EV adoption and need for EV charging. CPA expects that electric vehicle charging will represent 10% of CPA’s load by 2030 and nearly 23% of load by 2040. CPA is launching a managed EV charging program to help promote changes in the time of day that customers charge their electric vehicles, encouraging daily load management and delivering load flexibility. The program will optimize charging by shifting EV charging load away from high demand and high-cost times through active managed charging. Influencing charging and discharging behavior will be critical to managing CPA’s energy costs, greenhouse gas (“GHG”) emissions and support for transportation electrification. Additionally, CPA is looking for a solution that helps its customers to save money on their EV charging by benefiting from time-of-use (“TOU”) rates and giving them tools to understand and manage their charging schedules.

2.1. Target Customer Audience

It is important to CPA to offer maximum coverage of the EV market and enable as many EV drivers as possible to participate in the Managed EV Charging Program (“Program”). As such, the Program will be available to residential customers in CPA territory with full battery electric vehicles (“BEV”), plug-in hybrid vehicles (“PHEV”), and those with dedicated home chargers or electric vehicle supply equipment (“EVSE”).

2.2. Enrollment Target

There are estimated to be 132,000 EVs currently registered in CPA’s territory, and that number is expected to grow to over 400,000 by 2030. CPA’s goal is to enroll at least 5%, or 6,600 vehicles, into the Program annually. While PHEVs are eligible, the focus should be on targeting and enrolling BEV and EVSE’s to the extent possible.

2.3. Program Goals and Objectives

The Program has the following goals and objectives:

- Provide a managed charging solution that is easy for residential customers to access, understand, and operate.
- Launch a Program with broad eligibility by using telematics to allow customers to enroll their compatible battery electric vehicle (BEV) or plug in hybrid electric vehicle (PHEV), in addition to supporting electric vehicle supply equipment (EVSE) enrollments.
- Successfully enroll at least 6,600 customers annually into the Program. Maintain high levels of retention (90%+) to continue to grow the participating population.
- Encourage daily load management optimizations, shifting residential charging to first off-peak and then low-cost times, typically during the middle of the day, to the maximum degree possible while ensuring driver needs are met.
- Optimize charging to effectively reduce residential customer peaks and stagger EV charging smoothly across identified intervals.
- Create an effective incentive structure that includes a one-time enrollment incentive and seasonal participation incentive to promote enrollment and ongoing program participation.
- Ensure a high level of customers satisfaction with the Program, with a target of 90%+.

2.4. Program Tasks

The Services for this Program shall be provided as a series of tasks, which are set forth in further detail in Attachment A (Scope of Services):

- Task #1: Configure a managed charging platform based on identified requirements.
- Task #2: Deploy managed charging platform, customer interface and communications, and program reporting dashboards.
- Task #3: Support marketing and engagement of the Program, including outreach and customer support.
- Task #4: Develop a participating network of Original Equipment Manufacturers on CPA's behalf to acquire potential customers into the Program.
- Task #5: Support the data evaluation, analysis, reporting, and administrative services needed for the Program.
- Task #6: Provide final report on the managed charging program and support program transition.
- Task #7: Provide design memo and implementation plan for the potential expansion of the program to include a passive managed charging participation option.

2.5. Market Reach

Proposer will have the ability to connect with the most popular vehicle models to maximize coverage across CPA's EV drivers and ensure those connections will be maintained. CPA is open to different approaches to developing and maintaining connections but encourages the vendors to describe their approach in detail, including existing contractual relationships with vehicle manufacturers, and EVSE providers (collectively, "Original Equipment Manufacturers" or "OEM"), where applicable.

3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with administering active managed charging programs. Proposer should demonstrate experience with designing and implementing managed charging programs that connect with a broad array of vehicle makes and models through telematics to read vehicle data and optimize charging times.
- Proposer must have applicable qualifications and experience to support the development and implementation of both active and passive managed charging programs, with proven ability to innovate in order to meet program objectives.
- Proposer must have applicable qualifications and experience with providing a managed charging program to residential customers. Experience managing such a program within California or for CCAs or municipal electric utilities is preferred.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for the Managed Electric Vehicle Charging Program 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, 2025 (“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 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.

5.3. Proposer must provide a break-out of costs for the project by task described in Attachment A and for each year of the program term. Proposer should itemize costs associated with the development of the managed charging platform and customer interface for Task 2. For Task 3, Proposer should itemize costs associated with marketing outreach and customer support.

5.4. CPA has estimated an annual enrollment goal of 6,600 vehicles but recognizes that the actual number of enrollments 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 1 is an example pricing matrix.

Table 1: Example Pricing Matrix

Task	Year 1		Year 2		Year 3		Total
	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	
Task 1							
Kick-Off Meeting & Implementation Plan							
Task 2							
Development of Managed Charging Platform							
Development of Customer Interface							
All other Program Launch services							
Total for Task 2							
Task 3							
Marketing Outreach							
Customer Support							
All other Marketing Activity services							
Total for Task 3							
Task 4							
OEM Development & Management							
Task 5							
Program Administration, Management, & Reporting							
Task 6							
Transition Services							
Contingency							
Contingency Costs							
Task 7 (Optional)							
Passive Managed Charging Expansion Design Memo & Plan							
Total Cost							

6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	June 11, 2024
Deadline for Written Questions	June 17, 2024
Responses to Questions Provided	June 21, 2024
RFP Proposals Due	July 11, 2024 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	July 15 – 26, 2024
Interviews (if needed)	July 29 - August 2, 2024
Notice of Intent to Award Provided	August 5, 2024
Contract Negotiations	August 5-23, 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 proposers may submit questions regarding this RFP by sending an email to contracting@cleanpoweralliance.org with a copy to jnelson@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on June 17, 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 21, 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 July 11, 2024. Please include "PROPOSAL FOR MANAGED ELECTRIC VEHICLE CHARGING PROGRAM" 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:

Evaluation Criteria	Criteria Weight
Proposer’s qualifications and experience (see Section 3).	40%
Proposer’s ability to provide the Contemplated Scope of Services identified in Attachment A.	30%
Proposer’s Pricing (see Section 5)	20%
Proposer’s References	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 August 9, 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. Proposer's completed pricing matrix as set forth in Section 5.4.
 - 7.1.2.5. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 7.1.3. List of all vehicle models supported by Proposer for active managed charging, including the type of association with each. For example, please

identify if the relationship is direct contractual partnership or through Application Programming Interface (“API”).

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

7.1.4.1. Implementation Questions:

- How will Proposer achieve the Scope of Work outlined?
- What type of platforms or customer interfaces does the Proposer intend to use to support the program?
- What are the Proposer’s capabilities related to running an active managed charging program?
- What are the Proposer’s capabilities related to running a passive managed charging program?
- What type of data will be required from CPA to deliver the program as designed?

7.1.4.2. Recruitment & Enrollment Questions:

- What is the Proposer’s approach to recruiting 6,600 residential customers annually?
- How will the Proposer screen for eligibility? What kind of personal information will be obtained from customers and how will Proposer protect this data?
- What is the Proposer’s approach to onboarding customers and processing incentives?

7.1.4.3. Marketing & Engagement Questions:

- What type of marketing and outreach will the Proposer use to support the marketing of the program? What type of direct marketing will be provided by vehicle manufacturers?
- What is the Proposer’s approach to customer engagement and why?
- What type of customer support will be offered to customers?
- What languages are these marketing, outreach, and support tactics available in?

7.1.4.4. Reporting Questions:

- What type of reporting does the Proposer support? And what data will be available to CPA?
- What tools will the Proposer use to track and report customer interactions and charging activities?

7.1.5. Proposer’s completed Prospective Contractor References Form. See **Attachment B**. Proposer shall provide 3 references, preferably from other CCAs or utilities, that speak to results demonstrated from previous pilots or programs, your managed charging platform, customer service to both

the client and end-users, administrative tools, reporting features, etc. Each reference should also include program goals or targets and vendor's achievements.

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

7.1.7. 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/public-documents/administrative-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 jnelson@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 develop and implement a managed EV charging program for residential customers. The Program shall include, at a minimum, the tasks outlined below.

Proposers are encouraged to suggest enhancements to the tasks below. CPA is interested in understanding how Proposer's experience and innovative approach can support the success of CPA's Managed Charging Program

Task #1: Kick-off & Implementation Plan

Participate in a program kick-off meeting. Following the kick-off meeting, Proposer will configure the Program structure and platform based on CPA's project goals and other requirements identified by the project team.

Please note that the requirements described in this Task are proposed and CPA is open to recommendations from the Proposer based on best practices.

1. Kick-off and Program Launch.
 - 1.1. Participate in a program kick-off meeting with CPA to prepare for the implementation of the Services.
 - 1.2. The kick-off meeting will review the scope of work, program objectives, budget, ramp up/launch schedule, administrative processes, contract and overall program design.
 - 1.3. During kick-off, Proposer and CPA will finalize program design and incentive structure.
 - 1.4. Proposer will work with CPA to create a list of metrics and key performance indicators ("KPIs") to be tracked by Proposer.
2. Implementation Plan.
 - 2.1. Proposer to develop an implementation plan ("Implementation Plan"), under the guidance of CPA, to enroll a minimum of 6,600 customers in the Managed Charging Program annually.
 - 2.2. The Implementation Plan should consider the following program objectives, at a minimum:
 - 2.2.1. Charge Management Approach: Active managed charging will be supported, using software to evaluate vehicle state of charge and remotely start or stop charging to optimize charging to a time that is most beneficial to the customer, CPA, and/or the grid.
 - 2.2.2. Load Shifting Parameters: Load shifting is to be designed with the goal of lowering the cost for the customer and CPA. One way this can be achieved is by first shifting load from TOU peak periods and then further optimizing charging using day-ahead CAISO pricing.

- 2.2.3. Eligibility: Full Battery Electric Vehicles (BEV), Plug-in Hybrid Vehicles (PHEV), and dedicated home chargers (EVSEs).
- 2.2.4. Incentive Structure: An enrollment incentive and participation incentive will be offered to participants. Participation incentives must include performance eligibility parameters. The incentive amounts should be reflective of the type of load shed expected from the vehicle or charging, for example a higher incentive for BEVs versus PHEVs. CPA is open to recommendations from the vendor based on best practices, but proposes the following:
 - 2.2.4.1. Enrollment Incentive: \$150 for BEV, \$150 for EVSE, and \$50 for PHEV.
 - 2.2.4.2. Seasonal Participation Incentive: \$25 for BEV, \$25 for EVSE, and \$10 for PHEV.
- 2.2.5. Incentive Payments: Proposer shall develop a process for issuing and tracking incentive payments to customers.
- 2.3. The Implementation Plan shall include a comprehensive program design and a roadmap to reach at least 6,600 customers each year of the program. CPA is open to implementation approaches to meet our target, but the Implementation Plan must, at a minimum include:
 - 2.3.1. Program Offering: Detailed description of managed charging offerings to residential customers.
 - 2.3.2. Supporting Platforms: Description of the managed charging platform and customer interface planned for the program.
 - 2.3.3. Recruitment: Overall approach to recruiting 6,600 residential customers annually.
 - 2.3.4. OEM Network: List of battery electric vehicle, plug-in hybrid vehicle, and dedicated home charger manufacturers.
 - 2.3.5. OEM Management: Overall approach to managing OEM relationships.
 - 2.3.6. OEM Network Expansion: Address plans to expand OEM partnerships.
 - 2.3.7. Onboarding: Approach to onboarding customers, processing program application requests, and validating customer eligibility.
 - 2.3.8. Marketing & Engagement: Approach to engaging new customers and customers already enrolled in the Program.
 - 2.3.9. Rewards: Description of incentive structure design, and plans to process, verify, and issue customer incentives.
 - 2.3.10. Reporting: Provide mock-up of dashboards and reporting.
 - 2.3.11. Data: Define how data will be stored and reported.
 - 2.3.12. Budget: Detailed budget and anticipated monthly spend.
 - 2.3.13. Transition: Define options for customer portability and transfer of data at the end of Term.
- 3. Outreach Plan.
 - 3.1. Proposer to develop a detailed plan to perform outreach of the program, including marketing tactics and recommended schedule.

3.2. Proposer will develop the Outreach Plan under the guidance of CPA program and marketings teams.

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 KPIs and metrics to be tracked by Proposer.
5. Implementation Plan.
6. Outreach Plan.

Timeline for Task #1:

1. Kick-off and Launch Schedule: Within two (2) weeks of contract execution.
2. Draft Implementation Plan: Within four (4) weeks of contract execution.
3. Final Implementation Plan: within two (2) weeks of CPA feedback on draft Implementation Plan.
4. Outreach Plan: Within eight (8) weeks of contract execution.

Task #2: Program Launch & Implementation

The goal of this Task is to launch the Program by a “go live” date to be determined by the Proposer and CPA. Upon launch, Proposer is expected to provide a managed charging platform, launch a CPA-branded customer interface, and execute the tasks described in the Implementation Plan. Proposer shall execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of CPA staff.

The Proposer is expected to closely monitor the successes and challenges of implementation of the Managed Charging Program, particularly in the first few months, and raise any issues with CPA.

Please note that the requirements described in this Task are proposed and CPA is open to recommendations from the vendor based on best practices.

1. Implementation Plan Execution. Proposer shall execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of CPA staff. These aspects shall include, but are not limited to:
 - 1.1. Launch of the Implementation Plan, as outlined in Task #1.
 - 1.2. Ongoing program management to support the program and conduct operations of the program, including, at a minimum:
 - 1.2.1. Customer verification and enrollment.
 - 1.2.2. Deployment of a customer interface.
 - 1.2.3. Ability to manage the vehicles listed in the proposal effectively, optimizing customer EV charging and collecting data on a daily basis.

- 1.2.4. Customer incentive structure and distribution of payment.
 - 1.3. Creation of templates needed for program launch and operation, including but not limited to:
 - 1.3.1. Reports, as described in Task #5.
 - 1.3.2. Customer emails, as described in Task #3.
 - 1.3.3. Terms & Conditions and/or any other required documents necessary to enable customer enrollment.
 2. Managed Charging Platform. Proposer shall build or customize a managed charging platform to enroll and support enrolled CPA customers, that includes the following:
 - 2.1. Platform will have the ability to actively manage charging by connecting with customer vehicles through telematics or EVSE to read vehicle data and start and stop vehicle charging based on parameters set by CPA and customer inputs for both Level 1 (120V) and Level 2 (208V – 240V) charging.
 - 2.2. Platform will have the ability to collectively and individually optimize charging to lower peaks, with the goal of lowering costs for the customer and CPA.
 - 2.3. Proposers will provide a list of supported vehicles and devices for the Program, which will demonstrate a broad array of vehicle makes, vehicle models, and EVSE in CPA territory.
 - 2.4. Data to be collected from the vehicle, device, and/or user include:
 - 2.4.1. Vehicle make/model and model year.
 - 2.4.2. Vehicle Identification Number (VIN).
 - 2.4.3. Vehicle location (latitude and longitude).
 - 2.4.4. Battery state of charge.
 - 2.4.5. Plug-in and plug-out times.
 - 2.4.6. Total plug-in duration.
 - 2.4.7. Charge start and end times per session, specifically indicating if multiple charging start/stop times were used in a single charging session as a result of charge management.
 - 2.4.8. Total charge duration.
 - 2.4.9. Total energy dispensed per session.
 - 2.4.10. Charging rate used per session (in average kW per session).
 - 2.4.11. Instantaneous charging rate (in kW), per vehicle and in aggregate.
 - 2.4.12. Customer's intended time of departure.
 - 2.4.13. Customer engagement in App or customer interface (e.g. frequency of usage, etc.).
 3. Customer Interface. Proposer shall provide a CPA-branded customer interface for enrolled customers that provides the following:
 - 3.1. Platform that CPA can customize with its branding.
 - 3.2. Available as a mobile app and/or customer interface through a desktop website.
 - 3.3. Customer interface is to be available in multiple languages (English, Spanish and simplified Chinese).

- 3.4. Customer Interface will include an onboarding process that includes the collection of vehicle make/model and VIN information as well as customer contact and rate information.
- 3.5. Platform will include charge management inputs for the customer that include expected departure time, and minimum desired battery state of charge.
- 3.6. Platform will have the ability for customers to temporarily opt-out or override managed charging settings and charge immediately.
- 3.7. Customer performance metrics will be available to the user on the platform, including:
 - 3.7.1. Customer's cost of EV charging, factoring in their EV charging usage on their rate schedule.
 - 3.7.2. Comparison in fuel costs to a typical gasoline vehicle fuel costs for an estimated equivalent usage.
 - 3.7.3. Amount of charging done off-peak as a percentage of overall residential charging.
 - 3.7.4. Duration of enrollment.
 - 3.7.5. Other metrics to be determined.
- 3.8. Platform will be capable of issuing general, automatic, and custom notifications to customers through text, in-app notifications, and/or email. Such events requiring notification include but are not limited to:
 - 3.8.1. Reminder to plug in car.
 - 3.8.2. Hours to avoid charging.
 - 3.8.3. Updates available to their reporting.
 - 3.8.4. Other notifications to be determined.
- 3.9. Analytics tools and solutions will be available to track key metrics throughout the customer journey, as detailed in Task #3, Section 3.
- 3.10. Customer support, as detailed in Task #3, Section 4, will be available via email or phone to troubleshoot customer issues, questions, and complaints.

Task #2 Anticipated Deliverables:

1. Execution of all tasks as outlined in the Implementation Plan.
2. Managed Charging platform to actively manage and optimize charging.
3. Customer Interface for enrolled customers.

Timeline for Task #2:

1. Execution of Implementation Plan: Within one hundred and twenty (120) calendar days of contract execution.
2. Managed Charging Platform: Within one hundred and twenty (120) calendar days of contract execution.
3. Customer Interface: Within one hundred and twenty (120) calendar days of contract execution.

Task #3: Marketing & Engagement Activities

Proposer will complete the following marketing activities in preparation for program launch and/or in support of the program operation.

1. Marketing Check-ins.
 - 1.1. Coordinate and hold regular, but no less than bi-monthly, marketing specific check-ins with CPA team to review marketing strategy and make recommendations for optimizations. Meetings topics to include:
 - 1.1.1. Marketing metrics and analytics results from the customer journey as described in Task #3, Section 3.
 - 1.1.2. Reporting and scheduling of OEM email marketing or app push notifications and activities for optimal impact.
 - 1.1.3. Reporting of customer interactions from call center, Proposer email, managed Program inbox, or other communication.
2. Marketing Outreach.
 - 2.1. Proposer will work with CPA to develop targeting criteria and outreach materials. CPA will assist in distributing materials through its available outreach channels based on the agreed upon targeting criteria.
 - 2.2. Platform should be capable of communicating CPA messages through a mobile app, email, or other customer interface.
 - 2.3. Proposer will collaborate with CPA to develop messaging aimed at optimizing the user experience and improving engagement. Both parties will participate in reviews to ensure alignment and effectiveness, with final approval from CPA on messaging to participants.
 - 2.4. Proposer will collaborate with and leverage OEM marketing activities whenever possible to enroll new participants. OEMs will directly contact their customers, where possible, sharing necessary information about program participants and marketing performance with CPA and Proposer.
 - 2.5. Proposer will leverage relationships where possible, such as through co-branding, collaborating campaigns, joint promotions, and shared marketing assets that can amplify reach and impact.
 - 2.6. Proposer will collaborate with OEM to ensure all marketing and communication materials produced by the OEM are compliant and approved.
 - 2.7. CPA will review and approve all outreach materials prior to distribution.
 - 2.8. Marketing outreach to the customer will be made available in multiple languages (English, Spanish and Simplified Chinese).
 - 2.9. Customer surveys will be developed, issued, and reported to CPA at least once per year. Survey questions to be developed in collaboration with CPA Programs and Marketing teams.
3. Customer Journey Analytics.
 - 3.1. The Proposer will deliver weekly reports and insights from the customer journey to inform ongoing strategy and optimize marketing efforts at each touchpoint. Metrics to be tracked include, but are not limited to:

- 3.1.1. New and returning visitors.
- 3.1.2. Duration on site.
- 3.1.3. Engagement rates.
- 3.1.4. Drop-off rates.
- 3.1.5. Conversion rates.
- 4. Customer Support.
 - 4.1. Proposer will manage all customer interactions related to the Program, responding to customer inquiries and resolving issues in a timely manner. This includes all inbound calls to the call center and emails to the inbox. Customer support will be available in multiple languages, including at a minimum English, Spanish and Mandarin.
 - 4.2. Customer support will be provided during onboarding and throughout the program, including troubleshooting any issues or questions that customers may have while enrolling or participating in the managed charging platform.
 - 4.3. Proposer to provide outreach materials and instructional user guides for customers.
 - 4.4. Proposer will log all interactions with customers and provide report to CPA on a monthly basis, in a format outlined in Task #5 and to be approved by CPA.
 - 4.5. Proposer will respond to all inquiries within 2 business days. Proposer will work to resolve all issues and notify CPA of escalated or unresolved customer complaints.
 - 4.6. Customer support will be available across a spectrum of mediums such as in-app, email, and phone and in multiple languages (English, Spanish and Chinese).
 - 4.7. Proposer will develop and share with CPA a call center guide.
- 5. Customer Performance Reports.
 - 5.1. Proposer will develop reporting to educate the customer about their performance in the program and support ongoing engagement with the customer.
 - 5.2. Performance reports will be issued to the customer at a frequency to be determined by CPA, but at a minimum once per month.

Task #3 Anticipated Deliverables:

- 1. Participation in marketing check-ins.
- 2. Implementation of customer journey analytics and reporting.
- 3. Implementation of customer support program feature.
- 4. Development of program documents, tools, and resources as outlined.

Timeline for Task #3:

- 1. Implementation of Marketing Activities: Within one hundred and twenty (120) days of contract execution.

Task #4: OEM Development & Management

Proposer shall develop a participating network of OEMs on CPA's behalf to acquire potential customers into the Program.

1. OEM Relationship Development & Management
 - 1.1. Proposer will establish a plan and roadmap for the timeline and projected costs to integrate OEMs into the Program.
 - 1.2. Proposer will connect with eligible vehicle models and ensure those connections are maintained.
 - 1.3. Proposer shall be the point of contact and manage all relationships with OEMs.

Task #4 Anticipated Deliverables:

1. Delivery of OEM Integration Plan and Roadmap.
2. Establishment of OEM connections.

Timeline for Task #4:

1. OEM Integration Plan and Roadmap: Within sixty (60) days of contract execution.
2. Establishment of OEM connections: Within one hundred and twenty (120) days of contract execution.

Task #5: Administrative Services & Program Management

Proposer will hold weekly check-ins to address program needs and update CPA on progress. Proposer will provide reports that include metrics as described here in Task #5. Proposer will also provide annual reports on program status and a final report on outcomes resulting from the Program. Proposer should highlight customer questions or trends that can impact the evolution of the program or improve program performance in monthly and annual reports.

1. Weekly Progress Meetings.
 - 1.1. Proposer will set up check-in meetings on a recurring schedule throughout the period of performance.
 - 1.2. Proposer will work with CPA program manager(s) to determine the agenda of weekly check-in calls at minimum one (1) day prior to the meeting.
 - 1.3. Proposer will issue meeting minutes within one (1) day of the meeting, which will summarize the discussion, actions items, and any decisions made during the meeting.
 - 1.4. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting, including the following status updates:

- 1.4.1. Status summary, including project progress, timelines for deliverables, challenges encountered, recommendations for improvement, and future short-term and long-term objectives.
 - 1.4.2. Enrollment summary, which includes total enrollments, new enrollments, pending enrollments, unsuccessful enrollments, and customers who have opted out of the program.
 - 1.4.3. Participation summary, reporting on the frequency of participation amongst participants in the program. This may include the average number of days a participant's enrolled vehicle is actively managed through the program or the number of times a participant opted out of participating.
2. Customer Enrollment Status Reporting.
 - 2.1. Proposer will provide CPA with a detailed report or access to a shared system of customer enrollment status each week. This report will contain the following:
 - 2.1.1. Customer Information: Customer name, account number, address, email address, phone number, rate type.
 - 2.1.2. Vehicle Details: Vehicle make/model, model year, and vehicle identification number.
 - 2.1.3. Enrollment Status: Date of enrollment, unenrollment, and/or termination.
3. Charging Metrics Reporting.
 - 3.1. Proposer to provide CPA with a report each month, which may include, but not limited to, the following metrics and information:
 - 3.1.1. Charging Metrics: Charging location, number of charging sessions, number of customer overrides, plug-in/unplug times, total plug-in duration, and charging rate. For charging location, the following will be identified when possible: home, work, shopping center, or destination charger.
 - 3.1.2. Battery Metrics: Battery state of charge at beginning and end of charging session in percentage format, energy dispensed per session, and baseline to estimate the energy peak reduction accomplished.
 - 3.1.3. Customer Information: Customer identifier, Customer's home charging type (L1, L2, etc.), and Customer's intended "ready time".
 - 3.2. Format of charging reporting to contain metrics for every charging instance.
4. Communications Reporting.
 - 4.1. Proposer will provide a summary of customer support metrics each month, including a detailed list of the customer inquiries, tracking of common issues faced by customers, and any inquiries that required escalation.
5. Bi-annual Status Report.

- 5.1. Provide a high-level report to review progress that includes an executive summary, major accomplishments to date, lessons learned and recommendations for future work, summary of key metrics, and financial summary comparing actual expenditures to the project budget:
 - 5.2. Reports will be submitted to CPA for approval before being finalized. The bi-annual report should include KPIs developed as part of Task 1 and additional indicators as determined by CPA and Proposer.
 - 5.3. Bi-annual Progress Reports will evaluate program performance and suggest methods for reaching and enrolling more customers.
6. Data Sharing.
- 6.1. Establish data transfer mechanism (e.g. API data stream or SFTP, etc.) to provide CPA with all customer data and reporting.
7. Invoicing.
- 7.1. Proposer shall invoice CPA monthly and provide supporting reports, such as incentives issued per customer.

Task #5 Anticipated Deliverables:

1. Weekly progress meetings and summary reporting.
2. Weekly Customer Status Report.
3. Monthly Charging Metrics Report.
4. Monthly Communications Report.
5. Annual Status Reports reviewing program results and future recommendations.

Timeline for Task #5:

1. Program administration shall be ongoing over the duration of the program.

Task #6: Ramp Down

Prior to the expiration or termination of the Agreement and continuing until such time as the transition services are complete, Proposer shall perform the following transition services.

1. Transition Services.
 - 1.1. Develop and deliver a transition plan ninety (90) days prior to expiration of termination of this Agreement.
 - 1.2. Transfer all CPA Product in a form usable by CPA or the new implementation provider with the exception of any customer data not permitted to be transferred to CPA under applicable law and regulation.
 - 1.3. If needed, release all registered CPA customers for transition to new implementation provider, if applicable.
 - 1.4. Support transition, as may be reasonably directed by CPA, to new implementation provider, if applicable.

- 1.5. Cooperate in a commercially reasonable manner with all parties involved in transition.
- 1.6. CPA shall not be responsible for the removal of any installed equipment.
2. Final Report.
 - 2.1. Provide a report at the close of the program term for public distribution, subject to review and approval by CPA (“Final Report”). The report format will include an executive summary, challenges encountered, lessons learned, best practices of managed charging programs, 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 #6 Anticipated Deliverables:

1. Complete transition services as described.
2. Final Report to assess the results of the program.

Timeline for Task #6:

1. Transition Services: To begin (90) days prior to the expiration or termination of this Agreement and continuing until such time as the transition services are complete.
2. Final Report: To be delivered no later than thirty (30) days prior to the end of the program term.

Task #7: Passive Managed Charging Expansion (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 a passive managed charging approach. While active managed charging supports optimization of EV charging load at home, many customers charge away from home. CPA is considering evolving the program to include additional options to enable more customers to participate.

Proposer should recommend ways in which CPA can implement a passive managed charging participation pathway to enable participation for customers who do not have dedicated home charging.

Proposers will analyze the successes of existing programs from CCAs, IOUs, and other entities and outline best practices. Proposers should focus on residential CPA customers and provide use-cases for customers who charge their vehicle at home, at work, or away from home.

Proposers should conduct a high-level analysis of potential program structures and incentive options.

A Program Design Memo should include:

1. Summary of lessons learned and best practices from other passive managed charging programs.
2. Example implementation plan for each recommended pathway.

Task #7 Anticipated Deliverables:

1. Design Memo & Example Implementation Plan.

Timeline for Task #7:

1. To be determined by CPA at a time following program launch.

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 the services being requested and what CPA hopes to accomplish with this contractor];

WHEREAS, CPA conducted [Describe the contracting process from in the Non-Energy Contracting Policy, e.g., 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 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	Councilmember
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