



REQUEST FOR PROPOSALS (RFP)

FOR

RESIDENTIAL AND MULTIFAMILY SOLAR AND BATTERY STORAGE SERVICES

ADDENDUM NO. 2

1. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to design, finance/lease, install, operate, and maintain photovoltaic (“PV”) solar and battery storage systems for low income single family and multifamily customers.

CPA is looking for innovative and novel approaches that leverage outside sources of capital and minimize the need for additional investment by CPA in order to scale the offering and maximize the benefits to customers. Proposers may provide proposals for one or both of the customer groups. CPA reserves the right to select multiple bidders per category.

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.

CPA is seeking a solar and battery storage service provider to assist customers in (a) single family homes and/or (b) multifamily buildings in CPA’s service territory to access no upfront cost behind the meter (“BTM”) solar PV and battery energy storage systems (“Solar and Storage System”) to increase their resiliency during an outage, provide bill savings, and allow them to access clean renewable energy generated on-premises. These customers currently face many barriers to clean energy adoption, including prohibitive costs, access to financing, and roofing adequacy, in addition to the split incentive challenge facing renters and multifamily tenants.

To help increase clean energy system adoption for these customers, CPA plans to launch a program that connects customers with a vendor(s) that will provide the

technical and financial resources for Solar and Storage System installation at single family dwellings or multifamily properties. The proposed program will offer customers Solar and Storage Systems at no upfront cost and with no credit check through a combination of (a) innovative financing or leasing approaches from Proposer(s) that leverage incentives, tax credits, and other sources of capital and (b) if necessary, financial incentives from CPA to make these systems accessible for the targeted customers.

Further, the proposed program will ensure that energy and financing/lease payments will not exceed bill savings. The selected Proposer(s) will provide for operation and maintenance of each Solar and Storage System for the expected lifespan of such system. CPA is not looking to fully cover the costs of system installation and operation but rather, if required, supplement a portion to ensure customers are receiving cost savings.

The selected Proposer(s) will help CPA develop this offering and will be responsible for enrolling customers, financing or leasing the projects, installing, maintaining, and operating the Solar and Storage Systems.

3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with:
 - Designing Solar and Storage Systems for residential households and/or multifamily buildings.
 - Coordinating with contractors to install Solar and Storage Systems for residential households and/or multifamily buildings.
 - Financing or leasing Solar and Storage Systems.
 - Operating and maintaining Solar and Storage Systems.
 - Customer outreach, engagement, and support.
- Proposer must have applicable qualifications and experience with installing Solar and Storage Systems for residential and/or multifamily customers in California.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for Residential and/or Multifamily Solar and Battery Storage Services (“Scope of Work”) is contained in Attachment A (“Scope of Services”). This Scope of Work will be customized based on the selected Proposer(s) approach during the contract negotiation period. CPA is looking for proposals that address one or both distinct customer groups:

Single Family	Multifamily
<ul style="list-style-type: none"> Single family dwellings of California Alternative Rates for Energy (“CARE”), Family Electric Rate Assistance (“FERA”), or Medical Baseline (“MBL”) customers. 	<ul style="list-style-type: none"> Affordable housing buildings in CPA’s service territory, Multifamily buildings within Disadvantaged Communities¹ (“DACs”), or Multifamily buildings whose tenant population is at least 65% CARE or FERA eligible.

Proposers may respond to one or both customer groups. CPA may select multiple bidders in each group. CPA is currently targeting to support at least 150 single family homes and 150 multi-family units through this program, which may change at CPA’s discretion. CPA’s desire is to serve the greatest number of customers possible, which is why it is seeking ideas from Proposers on innovative approaches that leverage outside capital and minimize CPA expenditures.

The Scope of Work is meant to be indicative of what CPA believes is necessary to accomplish the goal of installing Solar and Storage Systems in the target customer groups. However, CPA is open to alternative approaches and negotiation on the scope in order to meet its overall objectives.

4.2. Term of Work

Services under this RFP are expected to commence on October 7, 2024, and continue until September 30, 2027 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each a “Renewal Term” and together with the Initial Term, the “Term”). If alternative structures are required to enable the Proposer’s approach, Proposer should describe in detail the alternative and the justification. It is expected that any contract between the Proposer and participating customer will extend beyond the Term of this Agreement.

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

¹ As defined by CalEnviroScreen 4.0 (<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>)

are available and the conditions for such discounts. The compensation structure can include (i) fixed price or (ii) alternative rates, in which case the Proposer must specify the rate increments for each element of the anticipated service outlined herein, and a not-to-exceed amount. Proposer is not required to charge CPA for any or all of these categories.

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. Alternative pricing proposal may include a different pricing structure than what is proposed in 5.4, such as cost per kWh delivered or cost per kW discharged. The Proposer may also provide an alternative timeline for funding beyond the first 3 years of the program. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

5.3. Proposer may request compensation for costs related to program start up, marketing and outreach, and Solar and Storage System installation, although compensation is not required. Proposer should include the per unit costs/incentive from CPA for installations needed to achieve guaranteed savings for customers. Additionally, Proposer should include all assumptions used for the calculation of any per unit costs for installations.

5.4. Proposer should provide a pricing matrix for fees requested from CPA that aligns with the format set forth in the table below (Proposer should add subtasks if necessary). Proposer must also list and describe any tax credits, incentives, or other capital sources planned to be used.

Scope Category	Year 1		Year 2		Year 3		Total
	Per Unit	Total	Per Unit	Total	Per Unit	Total	
Program Start Up		\$		\$		\$	\$
Marketing and Outreach		\$		\$		\$	\$
CPA contribution for single Family installation and operation and maintenance		\$		\$		\$	\$
CPA contribution for multi-family installation and operation and maintenance		\$		\$		\$	\$

TOTALS		\$		\$		\$	\$
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6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	June 27, 2024
Deadline for Written Questions	July 8, 2024
Responses to Questions Provided	July 12, 2024
RFP Proposals Due	August 1, 2024 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	August 2 – 16, 2024
Interviews (if needed)	August 19 – 23, 2024
Notice of Intent to Award Provided	August 26, 2024 September 3, 2024 No later than September 16, 2024
Contract Negotiations	August 26 – September 3 – September 13, 2024 September 16 - 27, 2024
Presented to the Board for Approval and Execution of Contract	October 3, 2024
Commencement of Work	October 7, 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 aricklefs@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on July 8, 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 July 12, 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 9:00 a.m. on August 1, 2024. Please include "PROPOSAL FOR RESIDENTIAL AND MULTIFAMILY SOLAR AND BATTERY STORAGE SERVICES" in the email subject line.

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposer shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

6.4. Proposal Evaluation Criteria

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

Evaluation Criteria	Criteria Weight
Proposer's qualifications and experience (see Section 3).	30%
Proposer's ability to provide the Contemplated Scope of Services identified in Attachment A .	40%
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 September 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 per unit 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.

7.1.2.5. If specific technology, specifications, or equipment is proposed for the Solar and Storage System, Proposer should provide that detail.

7.1.3. Proposer's completed pricing matrix as set forth in Section 5.4.

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/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 aricklefs@cleanpoweralliance.org.

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Member Agencies

Attachment D – CPA Sample Contract

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A
SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of single family residential and/or multifamily Solar and Storage System installation services that include, but are not limited to, the following Tasks. This Scope may be modified based on the approach from the Proposer. Proposers should note any scope components that do not apply to their proposal and/or additional scope items that may need to be added.

Task #1: Develop Customer Engagement and Installation Plans

1. In partnership with CPA, develop a Customer Engagement Plan to address customer targeting criteria, outreach plans, and customer support.
 - 1.1. The targeting criteria should prioritize customer engagement of those who are eligible, are good technical candidates, and will receive guaranteed savings over the project lifespan. The Proposer should target customers who have high energy consumption and whose property has availability of solar resources. Proposers should describe the criteria they recommend and why.
 - 1.2. The Customer Engagement Plan should include the Proposers' approach to customer outreach, how they plan to qualify the customer, the signup process, ongoing customer support for the Solar and Storage System 's operational life and decommissioning.
 - 1.3. The Customer Engagement Plan should include the Proposers' approach to customer service, such as how they plan to address program questions from customers and when to escalate questions to CPA staff.
 - 1.4. The Proposer will lead the work to develop marketing materials and collaborate with CPA to ensure they meet CPA Brand Guidelines and requirements. All customer support functions, outreach materials, and websites should be available in English, Spanish, and simplified Chinese, at a minimum.
2. Develop an Installation Plan to address how Solar and Storage System will be installed, maintained, and decommissioned. The Installation Plan should include:
 - 2.1. The Proposer's strategy for sizing of equipment, equipment selection, installation, warranty, and maintenance.
 - 2.2. The Proposers' approach to financing the installations. The Proposer should detail any requirements of the home or building owner, including any documents or forms they must sign to obtain the financing.
 - 2.3. How the Solar and Storage System will be decommissioned at the end of its useful life.
 - 2.4. Workforce development and licensing requirements for contractors.
 - 2.5. How permitting, interconnection, and system commissioning will be handled.
3. Develop an Operations and Maintenance Plan in partnership with CPA Staff that outlines how devices will be controlled and what the anticipated load reduction

will be for aggregated projects. Operations and Maintenance Plan must include details on the following:

- 3.1. Ability to reduce load and discharge battery systems.
 - 3.2. Criteria for battery system discharge schedule.
 - 3.3. Communication with customers.
 - 3.4. Estimated bill savings and peak load reduction.
 - 3.5. Projected customer operations and maintenance costs
 - 3.6. Operation and maintenance of a Solar and Storage System for the expected operational lifespan of such system.
4. Develop Program Terms and Conditions that outline the requirements necessary for participation in the Program. Program Terms and Conditions will be required for enrollment into the Program.
 5. The selected Proposer will be responsible for developing and maintaining a Program Tracker that updates key program metrics monthly.
 6. The selected Proposer will be responsible for developing and maintaining a Program Gantt Chart that covers the scheduling of key program and project deliverables.

Task #1 Anticipated Deliverables:

1. Customer Engagement Plan.
2. Installation Plan.
3. Operations and Maintenance Plan.
4. Operation and Maintenance Contract.
5. Program Terms and Conditions.
6. Program Tracker.
7. Program Gantt Chart.

Timeline for Task #1:

1. Draft Customer Engagement Plan and Installation Plan due thirty (30) calendar days after contract execution.
2. Final Customer Engagement Plan and Installation Plan versions due ten (10) calendar days after CPA provides written feedback on the draft. Final Customer Engagement Plan and Installation Plan must be approved by CPA Staff.
3. Draft Operations and Maintenance Plan and Operations and Maintenance Contract due forty five (45) calendar days after contract execution.
4. Final Operations and Maintenance Plan due ten (10) calendar days after CPA provides written feedback on the draft. Final Operations and Maintenance Plan must be approved by CPA Staff.
5. Draft Program Terms and Conditions due fifteen (15) calendar days after the final Operations and Maintenance Plan is approved by CPA Staff.
6. Final Program Terms and Conditions version due ten (10) calendar days after CPA provides written feedback on the draft. Final Program Terms and Conditions must be approved by CPA Staff.

7. Program Tracker and Program Gantt Chart due thirty (30) calendar days after contract execution. And updated monthly during the Term of Work.

Task #2: Customer Recruitment

1. The selected Proposer will launch a Program webpage, Program phone number, and Program email address.
 - 1.1. The Proposer will work with CPA to ensure they meet CPA Brand Guidelines and requirements.
 - 1.2. All Program resources should be available in English, Spanish, and simplified Chinese at a minimum.
2. The selected Proposer will implement the Customer Engagement Plan after approval from CPA. The Proposer will be responsible for customer outreach, recruitment, and enrollment with support from CPA.
 - 2.1. CPA will provide a list of targeted regions based on the Proposer's targeting criteria to support direct vendor outreach.
 - 2.2. CPA additionally will contact targeted customers to amplify the Proposer's message and offer validity for the offering.
3. Recruitment will make clear who the Proposer is, their relationship with CPA, their contact information, and any applicable licenses.
4. Recruitment will include education on the offering, participation requirements and obligations, and may not include sales of any products or services outside the approved scope with CPA.
5. All customer recruitment will be performed in English, Spanish and Simplified Chinese and give the option to communicate with the Proposer through phone and email channels.
6. All materials will be reviewed and approved by CPA for distribution prior to usage.

Task #2 Anticipated Deliverables:

1. Execute Customer Engagement Plan.
2. Draft material provided to CPA for review prior to usage.

Timeline for Task #2:

1. Draft material provided to CPA within thirty (30) calendar days of Customer Engagement Plan approval.

Task #3: Customer Screening and Enrollment

1. The selected Proposer will screen and enroll eligible customers into the Program and have customer sign program documentation, such as the Program terms and conditions and any necessary contracts.

- 1.1. The selected Proposer will screen interested customers with support from CPA staff to confirm they are CPA customers and meet Program eligibility requirements.
2. The selected Proposer will be responsible for enrolling customers into the program as well as performing an initial customer analysis that includes but is not limited to (i) energy system sizing, (ii) estimated project costs, and (iii) estimated project savings.

Task #3 Anticipated Deliverables:

1. Initial Customer Analysis.

Timeline for Task #3:

1. Customer screening and enrollment is expected to be ongoing during months 3 – 36 of the Program.

Task #4: Installation Services

1. The selected Proposer will finance/lease and install Solar and Storage Systems for the enrolled program participants in alignment with the Installation Plan. The selected Proposer will:
 - 1.1. Identify system sizing, total project costs and projected savings for the customer.
 - 1.2. Identify financing or leasing options for the enrolled customers and manage the financing process on behalf of the customer.
 - 1.3. Communicate clearly with the customer about the program timeline, access requirements, and installation process.
 - 1.4. Manage the installation of the Solar and Storage Systems through the permission to operate, including all permitting, commissioning, and system interconnection.
 - 1.5. Follow specific workforce development and licensing requirements for installing Solar and Storage Systems.
2. The selected Proposer will update the Program Tracker to include key information about individual projects.

Task #4 Anticipated Deliverables:

1. Completed Installation
2. Updated Program Tracker.

Timeline for Task #4:

1. Installation services are expected to be ongoing during months 3 – 36 of the Program.
2. Program Tracker will be updated no less frequently than monthly.

Task #5: Asset Operations and Maintenance

1. The selected Proposer will provide for the operation and maintenance of installed Solar and Storage Systems for the expected operational lifespan of such systems in alignment with the Operations and Maintenance Plan.
2. The selected Proposer shall notify customers of the operations schedule and benefits of maintaining it. If the operations and maintenance schedule is modified, Proposer shall notify customers of changes in advance.
3. The battery storage systems must be managed to reduce peak demand load by discharging during peak hours based on criteria set forth by CPA Staff during Task 1.
 - 3.1. CPA intends for the installed battery storage systems to be utilized as a load modification resource and submitted as load modifying resources to the California Energy Commission. The selected Proposer will be responsible for working with CPA staff to share information on battery storage system configurations and performance to meet the regulatory requirements.
 - 3.2. Battery systems should retain at least 20% of battery capacity for customer usage during an outage.

Task #5 Anticipated Deliverables:

1. Supporting documentation for California Energy Commission load modification reporting.

Timeline for Task #5:

1. Ongoing over the duration of the contract.

Task #6: Project Management, Reporting, and Invoicing

1. Proposer will hold a Project kick-off meeting with CPA staff and any subcontractors within the first fourteen (14) days of the contract. The Project kick-off meeting will cover roles and responsibilities, schedules, and goals of the program.
2. The Proposer will meet with CPA Staff monthly to review program deliverables, project tracking tools and key performance metrics.
3. The selected Proposer will be responsible for submitting Monthly Progress Reports highlighting Program performance. Monthly Progress Reports will outline metrics including, but not limited to, number of customers screened, number of initial analysis reports conducted, number of customers enrolled, number of feasibility analysis reports conducted, number of Solar and Storage System installed, kW and kWh capacity of installed batteries, total peak load avoided, and customer satisfaction.

- 3.1. Customer satisfaction surveys will be developed in coordination with CPA and issued after project is installed and operational and each year of the program afterwards.
4. The Proposer will hold Annual Project Review meetings with CPA staff and any subcontractors to report out on program successes and challenges. The Annual Project Review meetings will be held in the month marking the contract start date.
5. The selected Proposer will be responsible for developing a Final Report that includes an executive summary, major accomplishments, lessons learned, recommendations for future work, ongoing operation and maintenance plans, and financial summary comparing invested resources to estimated program savings.
6. Final Report will be submitted to CPA for review and approval before being finalized.

Task #6 Anticipated Deliverables:

1. Monthly CPA coordination meeting.
2. Monthly Progress Reports.
3. Final Report.

Timeline for Task #6:

1. Monthly and annually over the duration of the contract.

Task #7: Transition and Close Out

1. The selected Proposer will develop a Program Transition Plan that covers how the installed assets will be supported at the end of the Program. This will include:
 - 1.1. How Program assets will continue to be managed and operated after the sunset of the Program.
 - 1.2. How project contracts will be handled after the sunset of the Program.
 - 1.3. How Solar and Storage System will be decommissioned.
 - 1.4. Customer communications.
2. Proposer shall implement Program Transition Plan and associated customer communications.

Task #7 Anticipated Deliverables:

1. Program Transition Plan.

Timeline for Task #7:

1. Sixty (60) calendar days before the end of the contract term.

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	
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