

## RESOLUTION NO. 24-10-075

### RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA ADOPTING AND APPROVING THE AMENDED NON- ENERGY PUBLIC CONTRACTING POLICY

**THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

**WHEREAS**, Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

**WHEREAS**, on May 2, 2019, the Board of Directors ("Board") adopted Resolution 19-05-009 (the "Resolution") delegating non-energy contract expenditure authority and the exercise of the rights and powers specified under those non-energy contracts;

**WHEREAS**, on December 5, 2019, the Board approved the Non-Energy Contracting Policy No. 12 (the "Policy"), which established the practices, processes, and requirements for competitively soliciting or otherwise procuring non-energy goods, services, or a combination of goods and services;

**WHEREAS**, staff has continued to toggle between the Resolution and the Policy in order to assess the contracting and governance requirements;

**WHEREAS**, the Board has considered CPA's growth and expansion and the prevailing business conditions, including a 25% increase in inflation since 2019 and determined that refinements or updates to the CEO's delegated authority and the rules regarding competitive solicitations of non-energy goods, services, or a combination of goods and services are needed;

**WHEREAS**, CPA has determined that any refinements should include combining the authority and requirements specified in the Resolution into the Policy; and,

**WHEREAS**, the Board finds that an update to the Policy are in the best interest of CPA.

**NOW, THEREFORE, BE IT DETERMINED, AFFIRMED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA** that the attached Non-Energy Contracting Policy, presented as Exhibit A, as amended therein, is hereby approved as of October 10, 2024;

**FURTHER DETERMINED, AFFIRMED, AND ORDERED** that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved; and

**IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED** that this Resolution shall be continuing and remain in full force and effect.

**ADOPTED AND APPROVED this 10<sup>th</sup> day of October 2024.**



\_\_\_\_\_  
Deborah Klein Lopez, Chair

**ATTEST:**

*Gabriela Monzon*  
\_\_\_\_\_  
Gabriela Monzon, Secretary

**EXHIBIT A**

**RECORDS RETENTION AND DISPOSAL POLICY**

(see attached)



<b>Policy Title</b>	Non-Energy Public Contracting Policy	
<b>Policy Number</b>	CPA 2019-12	<b>Original:</b> 12/05/2019 <b>Amended:</b> 03/04/2021 <b>Amended:</b> 10/10/2024

I.

**PURPOSE**

It is in the interest of Clean Power Alliance of Southern California (“CPA”) to establish competitive solicitation and procurement practices for non-energy services, goods, or a combination thereof that facilitate efficient business operations, offer fair compensation, transparency, accountability, and provide local workforce opportunities within a framework of high quality, competitive offerings.

This policy (“Policy”) shall not apply to any energy procurements or transactions governed by the Energy Risk Management Policy (“ERMP”) as enacted, adopted, or revised from time to time by CPA’s Board of Directors.

II.

**DEFINITIONS**

1. **“Architectural and Engineering Services”** include Services provided by architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms, or services incidental thereto that members of these professions and those in their employ may logically or justifiably perform, which are subject to Article XXII of the California Constitution and Government Code Section 4529.10 et seq.
2. **“Architectural and Engineering Agreement”** is an agreement between CPA and a Proposer for Architectural and Engineering Services.
3. A **“Best Value”** award is based on factors in addition to price that provide the best overall value to CPA, except as applied to Public Works Contracts over \$1,000,000, which are subject to the “best value” definition set forth in Public Contract Code Section 20155.1(a).
4. **“Board”** means the Board of Directors of CPA.
5. **“Chief Executive Officer”** or **“CEO”** includes the CEO’s delegee.
6. **“Competitive Solicitation”** is a competitive process in which CPA procures Goods, Services, or a combination thereof from Proposers, including the procurement of Architectural and Engineering Services, in order for CPA to secure the Best Value for CPA and its customers. This definition does not apply to “Public Works Contract.”

7. **“Cooperative Procurement”** refers to the combining of requirements of two or more Public Entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, the reduction of administrative time and expenses, or some combination thereof.
8. **“Fiscal Year”** or **“FY”** refers to CPA’s fiscal year as specified in Section 7.1 of CPA’s Joint Powers Agreement or as changed by CPA Board resolution.
9. **“Goods”** means all types of tangible personal property, including materials, supplies, furnishings, software, or equipment, and media advertising, including print, broadcast, out-of-home, digital media or other electronic mediums.
10. **“Legal Services”** is legal representation, advocacy, advice, counsel, or other similar legal services provided by an attorney, or a law firm, company or partnership with attorneys duly licensed by the California State Bar or authorized to practice in the state of California.
11. **“Master Agreement”** is an agreement between CPA and a Proposer for any Goods, Services, or combination thereof, except for a Legal Services Agreement.
12. **“Office Equipment”** includes furnishings, computers, information technology (IT) hardware or software, or other personal property.
13. **“Piggyback Solicitation”** refers to the use of a prior solicitation, competitively bid by a Public Entity for the same Goods and/or Services currently requested or needed by CPA; or may be a form of intergovernmental cooperative purchasing in which CPA will be extended the same pricing and terms of a contract entered into by another Public Entity. Generally, the originating entity can competitively award a contract that will include language allowing for other entities to utilize the contract, or, CPA may join in a single competitive procurement with another Public Entity. The Piggyback Solicitation provides an advantage in terms of pricing, thereby gaining economies of scale that CPA or an individual Public Entity would otherwise not receive if each competed on its own.
14. **“Pre-Qualified Providers”** or **“PQP”** is a Proposer who is available and willing to perform work on an as-needed basis under the Request for Qualifications process.
15. **“Proposer”** is a person or business entity who seeks to do business with CPA by responding to a Competitive Solicitation of any kind, a Cooperative Procurement or Piggyback Solicitation, or seeking to enter into a contract with CPA through an exception or alternative to the Competitive Solicitation requirements.
16. **“Proposal”** is a response by a Proposer to a request by CPA.
17. **“Public Entity”** means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state, including a community choice aggregator as defined in Public Utilities Code Section 331.1.
18. **“Public Works Contract”** means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, pursuant to California Public Contract Code Section 1101.
19. **“Request for Quote (“RFQu”)**” is a process wherein the CEO or at the CEO’s discretion, a delegee of the CEO, requests written quotes from at least three (3)

vendors. The RFQu process can only be used when the CEO can establish a single set of criteria or parameters for the required Services, Goods, or Combination of Goods and Services, and can apply that criteria or parameter from the requested quotes. The CEO may select a vendor that offers the Best Value.

20. **“Services”** is the performance of labor by an outside company or individual for and/or on behalf of CPA. It can be rendered to CPA by a company or individual, with or without the furnishing of Goods.
21. **“Specialized Services”** are special services with persons specially trained, experienced, expert, and competent to perform the special services. The special services consist of services, advice, education or training for CPA. The special services include but is not limited to financial, economic, accounting (including the preparation and issuance of payroll checks or warrants), legal, administrative, or building security matters. The special services may include maintenance or custodial matters if the Board finds that CPA’s resources and economic interests are served by such a contract.
22. A **“Task Order Solicitation”** or **“TO”** is issued in the Request for Qualifications procurement process to solicit bids from providers who have been pre-qualified under the Request for Qualifications process. If CPA awards the bid, the TO will be appended to a Master Agreement once the Task Order is awarded to a Pre-Qualified Provider.

### III.

#### **DELEGATION OF PROCUREMENT OR PURCHASING AUTHORITY TO EXECUTIVE DIRECTOR**

1. The Board designates the Chief Executive Officer (“CEO”) as CPA’s purchasing agent. As the purchasing agent for CPA, the CEO is hereby authorized on behalf of CPA to (i) purchase Goods; (ii) rent furnishings and equipment; or (iii) contract for Services, Specialized Services, or Legal Services, as provided herein. The CEO may further delegate this authority in the CEO’s discretion.
2. The CEO is authorized as follows without prior Board approval:
  - a. To enter into any contract pursuant to this Policy when the contract price or the expected contract price for any single contract is \$250,000 or less within a 12-month period or when any single vendor is to be paid \$250,000 or less within any single FY period.
  - b. To increase the aggregate contract price for any single Board-approved non-energy contract by no more than \$250,000 of the original contract price over the term of that contract.
3. For any contracts, whether Board approved or executed under the CEO’s delegated authority, the CEO is further authorized to exercise all rights and powers specified under the contract as belonging to CPA, including but not limited to changes in original scope, provided that for Board-approved contracts, any core programmatic changes, including a greater than 25% change of the original scope, shall be approved by the Board, authorization of subcontractors, amendments, assignments, insurance, termination, and

to perform such other acts and things related to the delivery of non-energy goods or services required in the contract. This delegated authority is subject to paragraph III.2., above.

4. A contract shall not be split into subparts or smaller similar actions to avoid the delegated limits specified above.

#### IV.

### **RULES REGARDING COMPETITIVE SOLICITATION OF GOODS OR SERVICES EXCEPT ARCHITECTURAL AND ENGINEERING SERVICES AND PUBLIC WORKS**

#### **1. Services or a Combination of Goods and Services.**

- a. If the aggregate anticipated value of a contract is \$10,000 or less in any Fiscal Year, no formal proposals or bids shall be required to procure Services or a Combination of Goods and Services. However, the CEO shall use best efforts to seek or obtain at least 2 competitive quotes.
- b. If the aggregate anticipated value of a contract is between \$10,001 and \$100,000 in any Fiscal Year, the CEO may procure the Services or Combination of Goods and Services through the RFQu Process.
- c. If the aggregate anticipated value of a contract is greater than \$100,000 in any Fiscal Year, one of the following processes shall be used.
  - i. Request for Proposal (RFP):
    - 1) Description: An RFP is typically used to procure complex or unique Services in which CPA's requirements are defined but expertise and methods may vary; when creative or innovative approaches are needed; and/or, where performance of services is anticipated to be ongoing in nature.
    - 2) Content: An RFP will include, at a minimum, a requirements statement or statement of work; experience, expertise, or qualification criteria; and evaluation criteria for which a Proposal will be evaluated. An RFP also typically states CPA's goals, objectives, project summary, major tasks, or timelines. An RFP will include a sample agreement and may include a budget for the work being procured. CPA will require proposals to offer a detailed explanation of Proposer's approach, detailed work plans, solutions, or methods, and price/budget, as applicable.
    - 3) Contracting: CPA will contract with a Proposer through a written Agreement. CPA may engage in negotiations on the terms and conditions of the Agreement with the selected Proposer(s), including but not limited to the scope of services or price/budget.

ii. Request for Qualifications (“RFQ”):

- 1) Description: An RFQ is typically used to procure Services or a combination of Goods and Services when CPA needs to establish a pool of Pre-Qualified Providers. The RFQ process is typically used to procure distinct, stand-alone, or discrete projects having a specific deadline; or for services ordered or used by CPA on a routine basis.
- 2) Content: The RFQ will specify the areas of expertise, experience, or knowledge that CPA seeks, and, if applicable, the process for a Proposer to become PQP in those specified areas. CPA will maintain a list of PQPs for each specified area. The RFQ should attach a copy of the proposed form of agreement.
- 3) Task Order Solicitation: PQPs will be awarded work through a Task Order Solicitation that CPA may issue from time to time. The TOs will contain CPA’s objectives; a statement of work, including any deliverables, tasks, or milestones; estimated time of completion; or pricing, cost, or budget. A TO will designate the area(s) of expertise, experience, or knowledge that CPA seeks or anticipates needing and the TO will be sent to PQPs in those specified area(s). Interested PQPs shall submit a bid in response to the TO and that bid should offer, at a minimum, Proposer’s acknowledgement of CPA’s objectives; approach to the identified statement of work, including any deliverables, tasks, or milestones; pricing, cost or budget; and other relevant information, solutions or methods as specified in the TO.
- 4) Contracting: A Proposer is expected to sign a Master Agreement no later than five (5) business days after CPA issues the relevant TO. **A signed Master Agreement does not guarantee a Proposer any minimum amount of work.** The Master Agreement is not effective unless and until a TO has been awarded by CPA and the Master Agreement has been executed by the successful Proposer and CPA.

2. Goods.

a. If the aggregate anticipated value of a contract is \$75,000 or less in any Fiscal Year, the CEO may purchase Goods from a single vendor without a RFQ or Request for Bid. The CEO must affirm and approve such purchases as being necessary.

b. If the aggregate anticipated value of a contract in any Fiscal Year is \$75,001 to \$150,000 for a single vendor, the CEO may procure the Goods through the RFQu Process.

i. c. If the aggregate anticipated value of a contract in any Fiscal Year is greater than \$150,000 in any Fiscal Year, the CEO shall issue a formal RFB. The RFB shall specify, at a minimum, the item(s) specifications or



dimensions; description of requirements; and quantities. A bid in response to an RFB must contain a Proposer's name, address, phone number, and the proposed cost to provide the requested items, and other information requested by CPA. The RFB should attach a copy of the proposed form of agreement. CPA will contract with a Proposer using a written agreement.

3. Notwithstanding anything in Sections 1 and 2 of this Article, the CEO may, in the CEO's discretion, determine that it is in the best interest of CPA to procure any Goods, Services, or a Combination of Goods and Services through a process required to be utilized to procure a contract with a higher anticipated contract value, such as a RFP or RFB, irrespective of the anticipated aggregate contract value. The CEO must approve any procurement of Goods, must verify compliance with the solicitation processes, must verify that the procurement stays within the FY budget, and affirm the purchase is necessary.
4. **Specialized Services or Legal Services**. No competitive procurement is required for Specialized Services or Legal Services. However, it is recommended that the CEO use the RFQu Process to procure Specialized Services or Legal Services whenever practical. When using the RFQu Process, CEO may procure services from a provider offering the Best Value.
5. **Rent or Lease of Office Equipment or Office Space**: No Competitive Solicitation shall be required to rent or lease Office Equipment or office space provided that (a) the CEO affirms that the rent or lease of Office Equipment or office space is necessary; (b) the CEO requests at least two (2) quotes, whether verbal or written, from at least two (2) offerors; and (c) the CEO approves of the rent or lease of Office Equipment or office space.
6. **Awards of Competitive Solicitation**: Competitive Solicitations may be awarded on a Best Value basis, unless otherwise required by California law or otherwise specified in the Competitive Solicitation document.
7. **Additional Authorized Procurement Methods**: CPA may engage in the procurement of Goods, Services, or some combination thereof through any of the following procurement methods.
  - a. **Cooperative Procurement**: CPA may use a Cooperative Procurement when the use of a Cooperative Procurement enhances operational efficiencies; demonstrates potential cost savings for CPA, including transaction costs. For example, CPA may purchase Goods or Services from contracts established pursuant to Leveraged Procurement Agreements (LPAs), California Multiple Award Schedules (CMAS), or through a joint procurement with another Public Entity.
  - b. **Piggyback Procurement**: CPA may engage in Piggyback Procurement when such a procurement can be shown to enhance operational efficiencies; demonstrate potential cost savings for CPA, including transaction costs; and when the Piggyback Procurement complies with California law.
  - c. **Sole Source Purchasing**:
    - i. With the exception of Public Works Contracts and Architectural and Engineering Agreements, CPA may justify procurement of Services, or a

combination of Goods and Services, from a sole source when the following factors exist:

- 1) No other vendor offers a service or employs personnel meeting the minimum requirements.
  - 2) CPA's required timeframe for project completion is critical and cannot be exceeded without extreme hardship.
  - 3) The cost to continue with the same service provider is less than the cost for any other vendor due to the time necessary to get 'up to speed' (learning curve) with the project.
  - 4) A unique and proprietary solution has been offered which is determined to be in the best interest of CPA.
- ii. CPA may justify procurement of a Good from a sole source when the following factors exist. The Good is:
- 1) Available from only one source (e.g., proprietary to a manufacturer, distributor, and/or reseller, etc.).
  - 2) The only brand that meets the qualifications or specifications needed by CPA.
  - 3) A brand that must match or inter-member with an existing system, and cannot be substituted without replacing the system, resulting in significant costs to CPA
  - 4) Going to enable CPA to avoid other costs (e.g., data conversion, training, purchase of additional hardware, etc.).
- iii. The following factors shall not qualify as reasons to purchase with a sole source: personal preference for a product or Proposer; or the length of time needed to conduct a Competitive Solicitation is inconvenient.
- iv. In all cases, sole source purchases must be justified in writing, with sufficient detail to explain the basis for suspending the competitive procurement process, and the CEO shall review the justification and approve the use of sole source purchasing. The sole source justification shall be retained with the Proposer's contract documentation. The CEO may develop a justification form or checklist for sole source purchases. The CEO shall report any sole source contracts on a monthly basis.

## 8. **Additional Procedures**

- a. The CEO may, at their discretion, shortlist Proposers; phase its evaluation of a Proposal; interview Proposers; or, require site inspections, demonstrations, or a pilot of proposed Goods or Services.
- b. The CEO shall use best efforts to secure at least three (3) Proposals from Proposers when using a Competitive Solicitation.
- c. With regard to any Public Works Contract, CPA shall comply with all applicable laws.
- d. The CEO shall provide a monthly report to the Board on any contracts executed using the authority delegated hereunder.

V.

**RULES REGARDING COMPETITIVE SOLICITATIONS OF ARCHITECTURAL AND ENGINEERING SERVICES:**

The selection for Architectural and Engineering Services shall be based on the Proposer's demonstrated competence and the professional qualifications necessary for the satisfactory performance of Services required at fair and reasonable prices.

If CPA is required to procure Architectural and Engineering Services, pursuant to Article XXII of the California Constitution and Government Code Section 4529.10 et seq., the following process, at a minimum, shall be employed:

1. The CEO shall issue a RFP or RFQ specifying the qualifications, competence, minimum standards, and other qualification-based criteria appropriate for the scope of work being sought by CPA, and attaching a copy of the proposed Architectural and Engineering Agreement;
2. The CEO shall appoint a selection team consisting of at least two (2) employees who are most knowledgeable about the desired Services and scope of work;
3. The selection team shall rank the firms based upon professional experience, qualifications in the work to be performed, including relative project experience, demonstrated design excellence, capability and involvement of key personnel, excellence in cost control and scheduling, relative location of firm to project location, ability to perform the work within the established timeframe and any other criteria appropriate to the scope of work being considered. The selection team may conduct interviews of qualified firms, if deemed appropriate.

CPA will enter into an Architectural and Engineering Agreement with the Proposer that CPA determines, acting in its sole discretion, offers the Best Value.

VI.

**COMPETITIVE SOLICITATION ADVERTISEMENT AND PROPOSER LIST**

1. Except as otherwise provided in this Policy, RFPs, RFQs, Task Order Solicitations, and RFBs shall be posted on CPA's website. CPA is not required to formally publish its Competitive Solicitations in a newspaper or similar publication.
2. Notwithstanding the RFQ process and the PQP list, CPA may maintain a list of Proposers for any Competitive Solicitation. To be added to the list of Proposers, interested Proposers must provide the CEO's delegee with Proposer's contact information, including address, phone number, and a current email address. It is the Proposer's obligation to keep its contact information current with CPA. CPA will use its best effort to send any Competitive Solicitations to all Proposers who request to be placed on the list of Proposers.
3. CPA does not guarantee any Proposer placed on the list of Proposers any work.

## VII.

### **RESERVATION OF CPA'S RIGHTS**

1. The CEO may, at the CEO's sole discretion, take any of the following actions:
  - a. Reject any or all Proposals, for any reason without explanation to the Proposer(s);
  - b. Elect in its Competitive Solicitation to select any part of a Proposal, or sub-divide, or combine a Proposal;
  - c. Cancel a Competitive Solicitation, in its entirety;
  - d. Elect to proceed with a contract for only some of the Services included in the Proposal.
2. The CEO shall have the right to amend a Competitive Solicitation by written addendum. CPA is responsible only for that which is expressly stated in the Competitive Solicitation document and any authorized written addenda. 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.
3. The CEO is not responsible for and shall not be bound by any representations, statements, or explanations made by any individual acting or purporting to act on his/her behalf, other than the CPA Staff member identified on the Competitive Solicitation document, provided the representations, statements, or explanations by the identified CPA Staff member are in writing.
4. The CEO reserves the right to waive inconsequential irregularities in a submitted Proposal.
5. The CEO reserves the right to submit supplementary follow-up questions or inquiries to request clarification of information submitted and to request additional information from any one (1) or more of the Proposers.
6. CPA shall not be liable for any costs incurred by any Proposer in connection with the preparation or submission of any Proposal or any action taken by Proposer in its effort to do business with CPA. Any and all such costs whatsoever shall remain the sole responsibility of the Proposer.
7. CPA shall not be liable to any Proposer in law or equity for any reason whatsoever for any acts or omissions arising out of or in conjunction with this Policy.
8. CPA shall require Proposers to provide certain performance assurances, including, but not limited to, performance security or payment and performance bonds for Public Works Contracts.
9. With regard to Public Works Contract, CPA shall comply with applicable law.
10. Proposers are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with CPA, including a review of CPA's policies, requirements, forms, or other guidance documents that CPA may issue from time to time. CPA Policies, including CPA's Vendor Communications Policy, are available on

CPA's website at: <https://cleanpoweralliance.org/public-documents/administrative-documents/>.

## VII.

### **SEVERABILITY**

If any section, subsection, sentence, or clause of this Policy is determined to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of this Policy as a whole or of any section, subsection, sentence, or clause herein that is not so determined.