



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**SETTLEMENT SOFTWARE 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 provide California Independent System Operator (“CAISO”) settlement software services.

**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 will expand to serve 38 communities in the Fall of 2025.

CPA schedules its load and clean energy resources into the CAISO market. Additionally, CPA engages in bilateral procurement of energy products such as fixed-price energy hedges, resource adequacy, renewable energy credits, and carbon-free energy with various energy suppliers. Annually, CPA transacts approximately \$900 million in the CAISO market, triggering over 90 CAISO charge codes.

**3. QUALIFICATIONS AND EXPERIENCE**

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

- Proposer must have applicable qualifications and experience with providing comprehensive settlements software products to manage, track, and dispute CAISO settlements.
- Proposer must have applicable qualifications and experience to support implementation of the settlements software product.
- Proposer must have applicable qualifications and experience with providing software training and support services for CCAs or electric or municipal utilities.

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

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

A detailed description of the Scope of Work for CAISO settlement software services is contained in Attachment A (“Scope of Services”).

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

Services under this RFP are expected to commence on December 1, 2025, and continue until December 31, 2026 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for two (2) successive one (1) year terms for a maximum of two years (each, a “Renewal Term”).

#### **5. PRICING**

**5.1.** Proposer must (a) describe in detail the compensation structure to meet the Scope of Services specified in **Attachment A**; (b) describe in detail any fees or charges for travel, telephone calls, and any other expenses anticipated to be incurred, which shall be separately billed (NOTE: any compensation for such fees or expenses shall be at-cost, i.e., no margin, or additional fees shall be charged); and (c) describe in detail any discounts or downward adjustments that are available and the conditions for such discounts. The compensation structure can include (i) fixed price or (ii) hourly rates, in which case the Proposer must specify the rate increments for each professional who will or is anticipated to perform services outlined herein, and a not-to-exceed amount.

5.1.1. The cost of the transition services set forth in Attachment A Task #4, shall not exceed \$150,000.

**5.2.** Proposer may, at its option, submit one (1) alternative pricing proposal but that proposal must specify any additional amounts proposed and justify in detail the cost breakdown for each individual scope item described in Attachment A, or by another divisible increment. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

**5.3.** Proposer(s) should provide a pricing matrix that follows the format set forth in the table below:

Services	Initial Term (\$/yr)	Renewal Term 1 (\$/yr)	Renewal Term 2 (\$/yr)
Task #1 Software settlements product for eight (8) named users			
Task #2 Cloud services and hosting			

Task #3 Operational support and maintenance			
Task #4 Implementation services (if required)	Up to \$150,000	N/A	N/A

## 6. RFP PROCESS

### 6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	April 15, 2025
Deadline for Written Questions	April 23, 2025
Responses to Questions Provided	May 5, 2025
<b>RFP Proposals Due</b>	<b>May 29, 2025 (by 4:00 p.m. Pacific Time)</b>
Evaluation of Proposals	May 30 - June 13, 2025
Interviews (if needed)	June 16 – July 11, 2025
Notice of Intent to Award Contract Provided	<del>July 14, 2025</del> <b>July 7, 2025</b>
Contract Negotiations	<del>July 14</del> <b>July 7</b> – August 12, 2025
Last Day to Submit Notice of Intent to Protest	August 15, 2025
Last Day to Protest	August 20, 2025
CPA Response to Protest	August 29, 2025
Anticipated Presentation to the Board for Approval	September 4, 2025
Anticipated Commencement of Work	December 1, 2025

### 6.2. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this RFP by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [cchan@cleanpoweralliance.org](mailto:cchan@cleanpoweralliance.org). All questions must be received by 4:00pm (Pacific Time) on April 23, 2025. 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 May 5, 2025.

If a proposer has questions about the RFP Solicitation process, including any instructions or requirements, the Proposer must raise these questions through this Questions and Response process. Any failure by a Proposer to raise any concern relating to the solicitation process or requirements through this Questions and

Responses process, shall be deemed a waiver of the Proposer's right to protest any decision for contract award relating to any aspect of the RFP Solicitation's process, or requirement.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

### **6.3. Proposal Submission Deadline**

A proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by 4:00 pm on May 29, 2025. Please include "PROPOSAL FOR SETTLEMENT SOFTWARE SERVICES" in the email subject line.

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

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

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

<b>Evaluation Criteria</b>	<b>Criteria Weight</b>
Proposer's qualifications and experience, including references (see Section 3).	40%
Proposer's ability to provide the Contemplated Scope of Services identified in <b>Attachment A</b> .	40%
Proposer's Pricing (see Section 5)	20%

### **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, at its sole discretion, to request a 'best and final offer' ("BAFO") after it evaluates the proposals and to re-evaluate or re-score based on the BAFO or interviews (if any).

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References will be contacted during 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, or cancel all or part the RFP. 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 notify CPA by no later than August 15, 2025, by no later than 9:00 a.m. (Pacific Time) of its intent to protest the award. The notice of intent to protest must be e-mailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org). Any failure to submit an intent to protest constitutes a waiver of Proposer's right to submit a written protest.

If a notice of intent to protest has been timely submitted, then a full and complete written protest must be submitted by no later than 9:00 a.m. (Pacific Time) on August 20, 2025, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds for the protest and the facts in support thereof. The written protest must be e-mailed to [contracting@cleanpoweralliance.org](mailto: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](mailto:clerk@cleanpoweralliance.org).

## **7. PROPOSAL REQUIREMENTS**

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

- 7.1.1. Proposer's qualifications and experience with the elements specified in Section 3 (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer's anticipated subcontractors or teaming partners.

- 7.1.2. Proposer's explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
- 7.1.2.1. A list of the Proposer's planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member's role and responsibility.
  - 7.1.2.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
  - 7.1.2.3. Proposer must provide its pricing proposal, including the information required in Section 5, "Pricing," above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation that Proposer may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.
  - 7.1.2.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 7.1.3. Proposer's completed pricing matrix as set forth in Section 5.3.
- 7.1.4. Proposer's answers to the following questions:
- 7.1.4.1. Market Experience: How many CAISO settlements implementations have been successfully completed?
  - 7.1.4.2. Product History: When was the product initially released? How often are maintenance updates performed? Please describe what was included in your most recent update.
  - 7.1.4.3. Customer Support: What are the support service levels and response times? How are critical fixes deployed? When is technical support available? How many people are developing the product? How many people are supporting the product?
  - 7.1.4.4. Product Direction: Please describe the product development roadmap. How often are product enhancement upgrades released? How is customer feedback incorporated into the development plans? How is customer requests for product enhancements incorporated into the development plans?
- 7.1.5. Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- 7.1.6. Any required changes to CPA's Pro Forma Contract. See **Attachment D**.

- 7.1.6.1. If Proposer requires execution of a software license as part of, or in addition to, CPA's Pro Forma Contract, Proposer must include a copy of the software license agreement in their Proposal, with an explanation of their expectations regarding its execution. Any such license agreement that is not provided as part of a Proposal shall not be considered during a resulting contract negotiation. CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract.

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

## **8. RESERVATION OF RIGHTS**

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. CPA also may, in its sole discretion, make no award for this RFP or cancel this RFP in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA may issue an addendum, at any time, and based on its sole discretion. 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](mailto:contracting@cleanpoweralliance.org) with a copy to [cchan@cleanpoweralliance.org](mailto:cchan@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 comprehensive settlements software product, implementation services, and training services that include, but are not limited to, the following:

#### **Task #1: Software Settlements Product**

Provide a software settlements product (the “Product”) that CPA will use to track CPA’s CAISO settlements. The Product shall offer the following functionality and meet the technical requirements set forth below:

1. CAISO settlements validation.
  - 1.1. The Product will automatically load all CAISO-published invoices (Market, Reliability Coordinator (“RC”) West, Transferred Frequency Response (TFR), North American Electric Reliability Corporation (“NERC”)/ Western Electricity Coordinating Council (“WECC”), etc.), statement types (initial, recalculation, retroactive recalculation, unscheduled directed recalculation settlements, etc.), and bill determinant files that CPA has access to which may include multiple scheduling coordinator identification code (“SCIDs”). Data will be available the same day CAISO publishes the files and no later than 12:00 p.m. the following day. Users can manually trigger the automated task for earlier access after CAISO publication. If the CAISO publishes a new invoice or statement type that has not been published before, the Product will be able to load the new invoice or statement type within two (2) business days after publication.
    - 1.1.1. Proposers should list out the invoices, statement types, and charge codes they have experience parsing into their system.
  - 1.2. The Product will display all CAISO-published invoices (Market, RC, TFR, NERC/WECC, etc.) and statement types (initial, recalculation, retroactive recalculation, unscheduled directed recalculation settlements, etc.) that CPA has access to which may include multiple SCIDs. Users should be able to apply a selectable date range, filtering by trade date. If the CAISO publishes a new invoice or statement type that has not been published before, the Product will be able to display the new invoice or statement type within two (2) business days after publication.
  - 1.3. The Product will validate all CAISO-published invoices, ensuring calculations reconcile correctly according to the details from the CAISO bill determinant files. Any incorrect calculations will be easily identified via a user interface (UI) and the corresponding details required for disputing with the CAISO will be easily exportable.

- 1.3.1. Proposers should provide screenshots and describe how the user can drill down into details to identify discrepancies and how to extract the details as needed to file a dispute with the CAISO.
- 1.4. Users can drill down into the details of individual CAISO charge codes and the details that make up those charge codes associated with a specific invoice via a user interface ("UI").
- 1.5. The Product will have the ability to map CAISO charge codes to CPA's General Ledger Accounts ("GLs") as determined by CPA for specific CAISO invoice types. The user will be able to export this data to CPA's accounting system.
- 1.6. The Product will display all published statement types for a selectable date range, filtered by trade date. It will show each version of CAISO charges and their changes. Users can filter by resource or settlement point. Users can drill down into charge code details and track changes across statement types.
- 1.7. The Product will account for Daylight Savings Time ("DST") in all CAISO downloads, ensuring that the correct hour is skipped or added as needed.
2. CAISO settlements shadow calculations and dispute support.
  - 2.1. The Product will automatically conduct daily independent settlement calculations within twenty-four (24) hours of data availability to shadow and estimate CPA's potential CAISO charges and credits. It will prioritize independent data sources, such as but not limited to CAISO awards, prices, VER forecasts, expected energy, and meter data. When these are unavailable, it will use CAISO statement and bill determinant data. This process will encompass all CAISO settlement statement versions.
  - 2.2. The Product will present the independently calculated value alongside the actual value from settlement statements, allowing discrepancies to be easily identified through the UI. Relevant details for disputing with CAISO will be readily exportable and the fields required to file the CAISO dispute will be easily identifiable. Currently CAISO requires the following fields to file a dispute: SCID, Charge Code, Dispute Amount, Trade Date, Trade Hours, Statement Disputed, Statement Publication Date, Bill Determinant, Resource IDS, Case Reason, and Description.
    - 2.2.1. Proposers should describe how they expect their users to utilize the Product to identify and file CAISO disputes and types of CAISO disputes their users have identified previously utilizing their Product.
    - 2.2.2. Proposers should provide a list of independent data sources pulled into their system and used in their shadow settlement calculations.
    - 2.2.3. Proposers should provide a list of all CAISO charge codes currently set up in their system for shadow settlement, estimation, or accrual purposes. For each charge code, please specify how the shadow/estimation is calculated across the following categories: pre-initial statement publication, initial statement, recalculation statement, and any other relevant classifications. For each category, indicate the

calculation method (e.g., not calculated, fully calculated using independent data sources, a combination of independent data sources and bill determinant or statement data, calculated solely from bill determinant, or calculated solely from statement data, etc).

Charge Code	Pre-Initial Statement	Initial Statement	Recalculation Statement	...

- 2.3. Users can manually initiate shadow settlement calculations. The system will maintain an audit log recording the initiation time, the user who triggered it, and the affected trade dates and statement type.
3. Reporting and data visualization.
  - 3.1. The Product shall allow users to view charge codes for customizable date ranges (e.g., single day, week, month, year) with filterable options such as resource or settlement point, interval, date, charge code, quantity, price, and amount, where applicable.
  - 3.2. The Product shall, by default, display the most recent (i.e., best available) CAISO statement data and allow users to switch to different versions as needed.
  - 3.3. The Product will have a UI to view CAISO data and reports downloaded into the system including but not limited to Open Access Same-Time Information System ("OASIS") prices, Market Results Interface – Settlements ("MRI-S") meter data, Customer Market Results Interface ("CMRI") Awards, Variable Energy Resource ("VER") forecast, and Expected Energy. The data will be at the same granularity as available through CAISO. The user will have the ability to export the data as displayed in comma separated value ("CSV") or other agreed upon format.
  - 3.4. The Product shall allow users to save default screen layouts according to their specifications.
  - 3.5. The Product shall provide the ability to create and view custom groupings of charge codes.
  - 3.6. The Product shall allow users to view the latest version of data and compare varied versions across the same trade date.
  - 3.7. The Product shall allow users to filter, summarize, and display data elements based on user-defined logic.
  - 3.8. The Product shall support building and saving user-created custom reports, automated report generation, email delivery through automation, and application programming interface ("API") calls for report retrieval.
4. Data management.
  - 4.1. The Product shall efficiently parse and store large volumes of CAISO data. It shall include a database designed to store all data available from CAISO

portals, including but not limited to bill determinants, statements, invoices, bids, prices, awards, Congestion Revenue Rights (“CRR”), dispatch, and meter data.

- 4.1.1. The Proposer shall explain how they manage large volumes and versioning of data.
- 4.2. The Product shall provide CPA read access to retrieve all CAISO data on demand via API or by accessing a backend database.
  - 4.2.1. The Proposer should describe how users currently access the data.
- 4.3. The Product shall support data access via API, direct database access, file transfer protocol (“FTP”) and/or other methods for retrieving raw CAISO files as needed.
- 4.4. The Product shall perform daily data checks to ensure accuracy and completeness, automatically updating as CAISO makes data corrections (e.g., meter, awards, price, expected energy, VER forecasts), and promptly identifying and resolving missing or incorrect data without user intervention.
- 4.5. The Product shall maintain data versioning and implement a comprehensive data retention and archiving strategy. Archived data shall be structured for efficient storage and easy retrieval, ensuring secure and prompt access when needed for future analysis.
- 4.6. The Product shall support the ability to backload previous CPA CAISO settlement data using determinant, statement, or invoice XML files.
- 4.7. The Product shall allow exporting data from all settlement screens in CSV and XLSX formats.

#### Task #1 Anticipated Deliverables:

1. Section 1 Deliverables:
  - 1.1. Setup of system to automatically download and parse out the data as defined in Section 1 for all SCIDs available to CPA.
  - 1.2. Setup of system to display the items as defined in Section 1.
  - 1.3. Setup of user access to trigger automated tasks per Section 1.1.
  - 1.4. Setup of system to reconcile all CAISO published invoices per Section 1.3.
  - 1.5. Setup of system to identify easily identify discrepancies on the UI and export the details to file a CAISO dispute per Section 1.3.
  - 1.6. Setup of system to drill down from the invoice down to the details that make up the charges on the invoice per Sections 1.4 and 1.5.
  - 1.7. Setup of system to map CAISO charge codes to CPA's GL codes and the ability to export this data per Section 1.5.
  - 1.8. Setup of system to account for Daylight Savings Time (“DST”) per CAISO standards per Section 1.6.
2. Section 2 Deliverables:
  - 2.1. Setup of independent settlement calculations for all charge codes identified in the list of CAISO charge codes to the level of detail submitted as part of the proposers proposal.

- 2.2. Setup of automatic run of independent settlement calculations per Section 2.1.
- 2.3. Setup of user access to run the process for the independent settlement calculations per Section 2.3.
- 2.4. Setup of system to display the items as defined in Section 2.
3. Section 3 Deliverables:
  - 3.1. Setup of system to display the items as defined in Section 3.
  - 3.2. Setup of system to allow users to save default screen layouts as defined in Section 3.4.
  - 3.3. Setup of system to allow users to create custom groupings of charge codes as defined in Section 3.5.
  - 3.4. Setup of custom report building as defined in Section 3.8.
4. Section 4 Deliverables:
  - 4.1. Setup of database to retrieve, parse, and store the data available on the CAISO portal and any other data required for the independent settlement calculations per Sections 4.1 and 4.3.
  - 4.2. Setup user access to backend database per Section 4.2.
  - 4.3. Setup the ability to backload previous CPA CAISO settlement files per Section 4.6.
  - 4.4. Set up the ability to export from settlement screens per Section 4.7.

#### Timeline for Task #1:

1. Section 1 timeline:
  - 1.1. All items for Section 1 are to be completed by December 31, 2025.
2. Section 2 timeline:
  - 2.1. All items for Section 2 are to be completed by January 31, 2026.
3. Section 3 timeline:
  - 3.1. All items for Section 3 are to be completed by December 31, 2025.
4. Section 4 timeline:
  - 4.1. All items for Section 4 are to be completed by December 31, 2025.

#### **Task #2: Cloud Services and Hosting**

The selected Proposer will provide scalable and secure cloud-based infrastructure for hosting the software and CPA's data required to fulfill Task #1.

1. The selected Proposer will setup the cloud infrastructure to fulfill Task #1.
2. The selected Proposer will deploy the software and any other required applications in the cloud to fulfill Task #1.
3. The selected Proposer must ensure compliance with CAISO, California Public Utilities Commission ("CPUC"), Federal Energy Regulatory Commission ("FERC"), and other state and federal regulations for secure storage, handling, and transmission of sensitive data, including maintaining robust cybersecurity and disaster recovery plans.

4. The selected Proposer will have real-time system performance tracking and any necessary tools to troubleshoot any hardware and software problems.
5. The selected Proposer shall provide CPA with both Production and Development environments.

Task #2 Anticipated Deliverables:

1. Setup of the cloud infrastructure including but not limited to provisioning of virtual servers, storage, and networking.
2. Deployment of software and applications.
3. Provide a disaster recovery plan per Section 3.
4. Setup of development environment and provide user access to perform UAT.

Timeline for Task #2:

1. All items for Section 1 are to be completed by December 19, 2025.
2. All items for Section 2 are to be completed by December 31, 2025.
3. The disaster recovery plan per Section 3 is to be submitted to CPA no later than 12:00 p.m. PST on December 19, 2025.
4. Setup of development environment is to be completed by December 31, 2025.
5. Setup of production environment is to be completed by January 31, 2026.

**Task #3: Operational Support and Maintenance**

Provide ongoing operational support and maintenance services, including:

1. Business resiliency. The selected Proposer will develop processes and protocols consistent with CPA's resiliency plan to ensure critical operations are maintained during emergency events and that proper failover mechanisms are in place. This includes documented disaster recovery plans, backup systems, and cybersecurity compliance.
2. Performance metrics and service level agreements ("SLAs"). The selected Proposer will define clear SLAs for response times, accuracy, and availability, including 99.9% system uptime. The selected Proposer will implement key performance indicators ("KPIs") to measure the quality of services, such as missing data error rate, user interface load times, average issue resolution time for critical and high issues, timeliness of data retrieval from the database, and any additional KPIs requested by CPA for monitoring.
3. The selected Proposer must integrate all CAISO market changes that are relevant to CPA (examples include but are not limited to new or existing CAISO reports, settlement calculation updates, introduction or retiring of market products, new pricing nodes, new or changes to APIs, configuration file updates) ensuring updates align with CAISO's implementation timeline. Changes should be tested in CAISO MAP-Stage whenever possible. Additionally, the selected Proposer will update its systems and processes as necessary to implement

CAISO market changes before they go live in CAISO's Production environment. The selected Proposer will inform CPA of any market changes affecting the Product at least thirty (30) days prior to CAISO implementation; if changes occur in less than thirty (30) days, CPA must be notified as soon as reasonably possible.

4. Shadow settlement calculations will be updated to reflect any changes CAISO makes to its Business Practice Manual ("BPM") calculations and changes will be deployed before the trade date affected is published.
5. No changes will be deployed to CPA's Production environment without CPA's approval. A quality assurance ("QA") team will test all changes in the development environment, and CPA reserves the right to conduct user acceptance testing ("UAT") or waive it before signing off on deployment.
6. Provide customer support, including phone or technical support to CPA users Monday through Friday, 8:00 AM through 5:00 PM PST (excluding holidays). The selected Proposer may from time to time be required to provide additional technical support beyond the usual phone support supplied.
7. Provide all CPA Data at the end of the Initial Term or any Renewal Terms in a format that can be transferred to a new system and facilitate the transition of CPA Data from the Product to the new system.

#### Task #3 Anticipated Deliverables:

1. Provide a business resiliency plan per Section 1.
2. Work with CPA to define clear SLAs per Section 2.
3. Setup of notification process to notify users of changes and obtain approval before pushing to production per Section 3 and 5.
4. Setup of customer support process per Section 6.
5. Transfer and transition of CPA Data from the Product as directed by CPA.

#### Timeline for Task #3:

1. The business resiliency plan per Section 1 is to be submitted to CPA no later than 12:00 p.m. PST on December 19, 2025.
2. Work to define clear SLAs per Section 2 is to start no later than January 12, 2026, and preliminary metrics are to be implemented no later than February 1, 2026.
3. Setup of notification process and customer support process is to be completed by January 31, 2026.

#### **Task #4: Implementation Services**

Provide technical and relevant industry-level experience to guide CPA through a proven implementation and training.

1. Implementation period. If applicable, the selected Proposer will prepare a detailed work plan describing all activities and deliverables, including milestone dates and data or process requirements for CPA.
2. Provide project management support, including a dedicated project manager or lead who has decision-making authority and will assume responsibility for coordination, control, implementation, and performance of the Services.
  - 2.1. The project manager will lead regularly scheduled project update meetings with CPA to review project progress and timeline, discuss risks, review issues, go over next steps and provide this in a written status report no later than 24 hours after the meeting.
  - 2.2. Any changes to key personnel associated with the subsequent contract must be submitted in writing and a suitable replacement provided to CPA.
3. Training for CPA staff that includes a user manual and quick reference guide. After completion of the training, CPA staff should have a good understanding of the software's functionality, be able to navigate the user interface, and be able to perform the items identified in Task #1.
4. The selected Proposer shall provide CPA the ability to perform user acceptance testing (UAT). The implementation will not be considered complete without a UAT signoff.
5. If applicable, migrate the software from development environment to production environment. The implementation will not be considered complete without migration of items identified in Task #1 into production environment.
6. If applicable, migrate in data from previous settlement software vendor.

#### Task #4 Anticipated Deliverables:

1. Provide a detailed work plan per Section 1.
2. Provide regular status reports per Section 2.
3. Training plan for CPA staff that includes a training schedule and an explanation of the types of documentation to be provided (user manual and quick reference guide). After completion of the training, CPA staff should have a good understanding of the Program's functionality, be able to navigate the user interface, and be able to perform the items identified in Task #1.
4. Training for CPA staff as identified in the training schedule.
5. The ability for users to perform UAT on items identified in Task #1.
6. Work with CPA and previous settlement software vendor to migrate data into new system.

#### Timeline for Task #4:

1. The detailed work plan for implementation per Section 1 is to be submitted to CPA no later than 12:00 p.m. PST on December 12, 2025.
2. The regular status reports per Section 2 is to be submitted to CPA within 24 hours after the project update meeting with CPA.



3. The training schedule and plan per Section 3 is to be submitted to CPA no later than 12:00 p.m. PST on December 19, 2025.
4. Training of CPA staff per Section 3 is to be completed by January 23, 2026.
5. System available for UAT is to be completed by January 9, 2026.
6. Data migration from previous vendor is to be completed by January 31, 2026.
7. Completion of implementation services no later than February 1, 2026.

**ATTACHMENT B**  
**PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: \_\_\_\_\_

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

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

**ATTACHMENT C**  
**LIST OF CPA MEMBER AGENCIES**

<b>County/City</b>
<b>1. Agoura Hills</b>
<b>2. Alhambra</b>
<b>3. Arcadia</b>
<b>4. Beverly Hills</b>
<b>5. Calabasas</b>
<b>6. Camarillo</b>
<b>7. Carson</b>
<b>8. Claremont</b>
<b>9. Culver City</b>
<b>10. Downey</b>
<b>11. Hawaiian Gardens</b>
<b>12. Hawthorne</b>
<b>13. Hermosa Beach</b>
<b>14. LA County</b>
<b>15. Malibu</b>
<b>16. Manhattan Beach</b>
<b>17. Monrovia</b>
<b>18. Moorpark</b>
<b>19. Ojai</b>
<b>20. Oxnard</b>
<b>21. Paramount</b>
<b>22. Redondo Beach</b>
<b>23. Rolling Hills Estates</b>
<b>24. Santa Monica</b>
<b>25. Santa Paula</b>
<b>26. Sierra Madre</b>
<b>27. Simi Valley</b>
<b>28. South Pasadena</b>
<b>29. Temple City</b>
<b>30. Thousand Oaks</b>
<b>31. Ventura City</b>
<b>32. Ventura County</b>
<b>33. West Hollywood</b>
<b>34. Westlake Village</b>
<b>35. Whittier</b>

**ATTACHMENT D**  
**SAMPLE CONTRACT**

Attached is a sample CPA Agreement that will be negotiated between the CPA and the selected Proposer. Additional terms and conditions will be incorporated dependent on circumstances, including scope of services, the space selected, any tenant improvement or allowance, and other factors.

**Clean Power Alliance of Southern California**

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This Professional Services Agreement (this "Agreement"), dated and effective as of [DATE] (the "Effective Date"), is made by and between:

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA ("CPA"), and**

**[Legal Name of Contractor]. ("Contractor").**

CPA and Contractor are sometimes collectively referred to herein as the "Parties" and each individually as a "Party." In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

**RECITALS**

**WHEREAS**, CPA may contract with a provider for settlement software services;

**WHEREAS**, CPA conducted a Request for Proposals ("RFP") and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

**WHEREAS**, Contractor desires to provide these specified services to CPA;

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to CPA;

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

**AGREEMENT**

**1. Definitions**

- a. The definition of "Confidential Information" is set forth in paragraph 10.b. of this Agreement.
- b. "CPA Data" shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- c. "CPA Information" shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.

- d. "CPA Materials" shall mean all finished or unfinished content, writing and design materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.
- e. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.
- f. "Services" shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

## **2. Exhibits and Attachments**

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

Exhibit A – Scope of Work

Exhibit B – [Contractor's Workplan and Schedule] [Reserved]

Exhibit C – Compensation

Exhibit D – [Reserved]

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

## **3. Services to be Performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in [Exhibits A and B] ("Services").

## **4. Compensation**

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A [and Exhibit B], CPA shall make payment to Contractor on a [time and materials, not-to-exceed, or fixed fee] basis and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to [accountspayable@cleanpoweralliance.org](mailto:accountspayable@cleanpoweralliance.org) for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

## **5. Term**

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall 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](mailto:tbardacke@cleanpoweralliance.org)

In the case of Contractor, to:

Name/Title: [Name, Title]  
Address: [Address]  
Telephone: [Phone]  
Email: [Email]

## **18. Assignment**

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

## **19. Subcontracting**

Contractor may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

## **20. Retention of Records and Audit Provision**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises, or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

## **21. Conflict of Interest**

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

## **22. Publicity**

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

## **23. Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in

the County of Los Angeles.

**24. Amendments**

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

**25. Severability**

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

**26. Complete Agreement**

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

**27. Counterparts**

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

[Signature Block]

## ATTACHMENT E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### Government Code Section 84308

In accordance with California law, bidders and contracting parties who wish to do business with CPA 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, paid agent, 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. "Agent" is defined in 2 C.C.R. § 18438.3.

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies, and agents 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 are attached hereto as Attachment 1.

\* \* \* \* \*

Every bidder or contractor must disclose as follows:

#### **Section 1**

a. Bidder/Contractor (Legal Name) ("Declarant Company") and any variations or acronyms used in the past 12 months: \_\_\_\_\_.

b. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution

\_\_\_\_\_  
\_\_\_\_\_

c. List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities:

\_\_\_\_\_

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d. Identify all subcontractors that have been or will be named in your bid or proposal:

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e. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any contract, project, or other transaction.

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\*Attach additional pages, if necessary

**Section 2**

a. Has Contractor or Bidder (identified in Section 1) solicited or directed your employee(s) or agent(s) to make a campaign contribution(s), whether through fundraising events, communications, or any other means, 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? To determine whether a contribution of more than \$250 has been made by a party or participant during a 12-month period, contributions by a party, participant, agent, or an individual must be aggregated. 2 C.C.R. §18438.5

Yes ☐

No ☐

If YES, then please provide details of each in the table below.

Recipient Name	Amount of Contribution	Date of Contribution

**Section 3**

b. Disclose all contributions made by you or any of the other entities identified in Section 1?

Recipient Name	Amount of Contribution	Date of Contribution

#### **Section 4**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing or award of a requested contract, or other transaction.

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DISCLOSURE DATE: \_\_\_\_\_



The following individuals listed are elected officials who serve on Clean Power Alliance's Board of Directors as either Regular or Alternate Directors. Non-elected alternate directors are not included, unless they are campaigning for elected office.

#### **REGULAR DIRECTORS**

<b>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
<b>1. Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>2. Alhambra</b>	Jeff Maloney	Councilmember
<b>3. Arcadia</b>	Paul Cheng	Councilmember
<b>4. Beverly Hills</b>	Lester Friedman	Councilmember
<b>5. Calabasas</b>	Ed Albrecht	Councilmember
<b>6. Camarillo</b>	Susan Santangelo	Councilmember
<b>7. Carson</b>	Cedric Hicks	Councilmember
<b>8. Claremont</b>	Corey Calaycay	Councilmember
<b>9. Culver City</b>	Yasmine Imani-McMorrin	Councilmember
<b>10. Downey</b>	Horacio Ortiz	Councilmember
<b>11. Hawaiian Gardens</b>	Maria Teresa Del Rio	Councilmember
<b>12. Hawthorne</b>	Alex Monteiro	Councilmember
<b>13. Hermosa Beach</b>		
<b>14. Los Angeles County</b>	Lindsey Horvath	Supervisor, 3 <sup>rd</sup> District
<b>15. Malibu</b>	Marianne Riggins	Councilmember
<b>16. Manhattan Beach</b>	Amy Howorth	Councilmember
<b>17. Monrovia</b>	Edward Belden	Councilmember
<b>18. Moorpark</b>	Chris Barrett	Councilmember
<b>19. Ojai</b>		
<b>20. Oxnard</b>	Bert Perello	Councilmember
<b>21. Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>22. Port Hueneme</b>	Laura Hernandez	Councilmember
<b>23. Redondo Beach</b>	Paige Kaluderovic	Councilmember
<b>24. Rolling Hills Estates</b>	Debby Stegura	Councilmember
<b>25. Santa Monica</b>		Councilmember
<b>26. Santa Paula</b>	Jenny Crosswhite	Councilmember
<b>27. Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>28. Simi Valley</b>	Rocky Rhodes	Councilmember
<b>29. South Pasadena</b>	Jon Primuth	Councilmember
<b>30. Temple City</b>	Ed Chen	Councilmember
<b>31. Thousand Oaks</b>	David Newman	Councilmember
<b>32. City of Ventura</b>	Liz Campos	Councilmember
<b>33. Ventura County</b>	Vianey Lopez	Supervisor, 5 <sup>th</sup> District
<b>34. West Hollywood</b>	John Erickson	Councilmember
<b>35. Westlake Village</b>	Brad Halpern	Councilmember
<b>36. Whittier</b>	Mary Ann Pacheco	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	Michael Cao	Councilmember
4. Beverly Hills	VACANT	
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Albert Vera	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. Los Angeles County	VACANT	
15. Malibu	Steve Uhring	Councilmember
16. Manhattan Beach	David Lesser	Councilmember
17. Monrovia	VACANT	
18. Moorpark	Renee Delgado	Councilmember
19. Ojai	VACANT	
20. Oxnard	VACANT	
21. Paramount	VACANT	Councilmember
22. Redondo Beach	Todd Lowenstein	Councilmember
23. Rolling Hills Estates	VACANT	Councilmember
24. Santa Monica	Caroline Torosis	Councilmember
25. Santa Paula	VACANT	
26. Sierra Madre	VACANT	
27. Simi Valley	VACANT	
28. South Pasadena	VACANT	
29. Temple City	William Man	Councilmember
30. Thousand Oaks	VACANT	
31. City of Ventura	VACANT	
32. Ventura County	Janice Parvin	Supervisor, 4 <sup>th</sup> District
33. West Hollywood	Chelsea Byers	Councilmember
34. Westlake Village	VACANT	Councilmember
35. Whittier	Octavio Martinez	Councilmember