



REQUEST FOR PROPOSALS (RFP)

FOR

POWER READY PROGRAM TECHNICAL ADVISORY AND ENGINEERING SERVICES

1. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide technical advisory and engineering services to support CPA’s Power Ready Program. The selected Proposer will serve as CPA’s independent advisor and engineer and represent CPA’s interests in the procurement, contracting, design, construction, and on-going operations and maintenance of behind the meter (“BTM”) solar photovoltaic (“PV”) and battery energy storage systems (“BESS”) with backup power capabilities projects (individually a “Project”, and collectively “Projects”).

2. PROJECT BACKGROUND

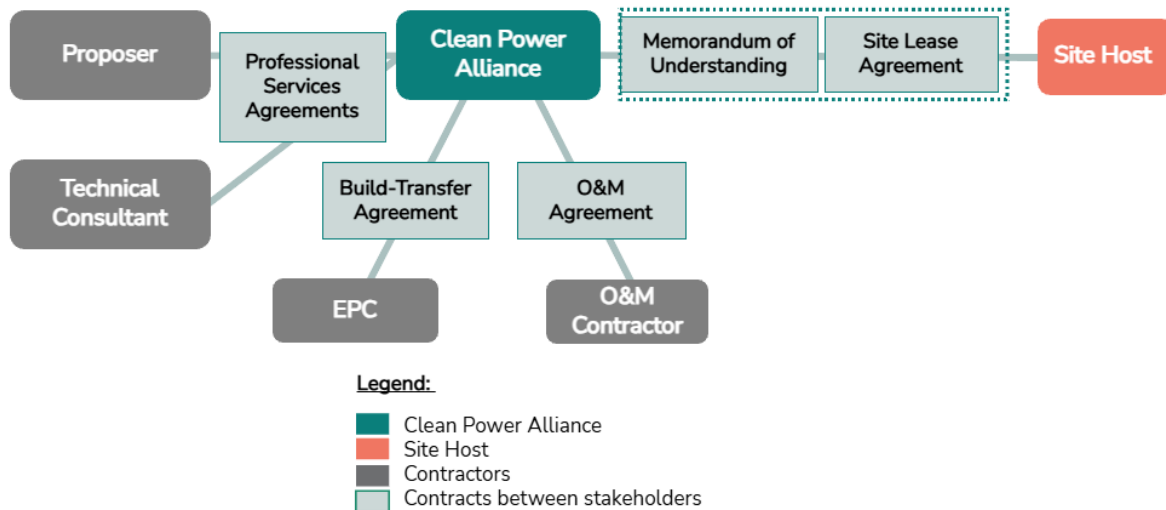
CPA is a Community Choice Aggregator (“CCA”) program, established as a Joint Powers Authority, made up of 38 local agencies across Los Angeles and Ventura Counties (CPA’s member agencies are set forth in Attachment E). These agencies have banded together to provide cleaner electricity at competitive 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 offers its member agencies and their critical community facilities (“Site Hosts”) a community benefit program to enhance energy and community resiliency by installing solar-plus-storage clean energy backup power systems to provide electricity during power outage events (“Power Ready Program”). These facilities provide continuation of critical public services (emergency operations centers), serve as a place of refuge for the community (evacuation and/or cooling centers), and other similar functions (“Sites”). The Power Ready Program reserves a portion of the battery for planned and unplanned power outages for designated critical loads and guarantees that annual electricity charges for the Site Hosts will be equal to or less than the amount that would have otherwise been charged if they did not participate (through an on-bill adjustment mechanism).

Power Ready Round 1: CPA’s Board of Directors approved the Power Ready Program’s Round 1 multi-facility power purchase agreement (“PPA”) on February 1, 2024, with Coast Energy, which is comprised of eleven (11) backup energy systems totaling 1.15 megawatts (“MW”) of solar photovoltaic system capacity paired with 1.17 MW BESS capacity, collectively. These projects are now in various stages of design and permitting, are expected to be installed over the next twelve (12) months.

Power Ready Round 2: CPA recruited for the Power Ready Round 2 Projects in 2025, and is working with a separate technical consultant, Arup (the “Technical Consultant”), to provide engineering services and develop the preliminary scopes of work for ten (10) Projects (ten (10) Projects are to be used as the basis for pricing, as set forth in Section 5, with the total number of projects subject to change, in which case an amendment will be mutually agreed upon). Final scopes of work are expected to be completed in September 2026. In April 2026, CPA received Board approval to advance a design-build process for the Round 2 Projects. Design-build is a project delivery method that utilizes an engineering, procurement, and construction contractor (“EPC Contractor”) to provide both the engineering (design) and construction (build), which provides efficiency in advancing complex projects. A design-build and build-transfer agreement (“BTA”) will allow CPA to take ownership of project assets after completion from the EPC Contractor. CPA will select an operations and maintenance contractor (“O&M Contractor”) together with the EPC Contractor through the same forthcoming solicitation to maintain and remedy the Projects on a recurring schedule and address operational issues as they arise.

Power Ready Roles & Contracts



The figure above illustrates the key stakeholders and contracts between them to support the design-build approach. The key roles within this delivery approach structure include:

- CPA: Oversees the Power Ready Program; provides oversight, project management, and funding.
- Site Host: The member agency hosting the Power Ready system and receiving the resilience benefits.
- Proposer: Technical advisor assisting CPA to independently verify the EPC designs and that project construction meets specifications.
- EPC Contractor: Engineers, procures equipment, and constructs the projects for CPA on the Site Host property.
- O&M Contractor: Provides post-construction recurring inspections, as needed repairs, and optimizes the system's performance.
- Technical Consultant: CPA's Technical Consultant was retained to develop the preliminary 10% scope of works for the Projects. CPA plans to utilize the Technical Consultant to 1) assist with the launch of the Solicitation, hold webinars, host EPC and O&M Contractor site walks, and 2) provide historical context to the site design, and 3) as requested by CPA, serve as an independent engineer to review Project items.

3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have demonstrated experience providing similar services in the commercial or municipal sector BTM solar and BESS projects with backup power capabilities.
- Proposer must have experience managing end-to-end project delivery of similar projects spanning pre-construction, design engineering review, public works solicitation review, procurement, permitting, construction, inspection, commissioning, and O&M.
- Proposer must have experience providing a similar scope of services for other entities, with a preference for a Proposer that has performed similar services for public agencies in CA, including CCAs, municipal utilities, counties, cities, school districts, special districts, and/or water districts.
- Proposer must demonstrate strong organizational methods and existing processes to track key items, including but not limited to project budget, schedules, contracts, inspections, and design documents.
- Proposer must have familiarity with original equipment manufacturers (“OEMs”) and technology partners to advise CPA on overall quality.
- Proposer must have the ability to support Investment Tax Credit and Direct Pay (“ITC”) submittal compliance.
- Proposer’s team must include licensed professional engineers.
- Proposer must have experience helping similar projects advance permitting through Authority Having Jurisdiction (“AHJ”), especially with CPA’s member agencies (listed in

Exhibit E), with a preference for direct experience with Los Angeles and Ventura Counties.

- Proposer must be able to attend on-site Project visits throughout Los Angeles and Ventura Counties on a recurring and as-needed basis and have appropriate licenses and insurance to do so.
- Proposer must have qualified staff that have active certifications and credentials, including Design-Build Professional (“DBIA”), Certified Energy Manager (“CEM”), Project Management Professional (“PMP”), Occupational Safety and Health Administration (“OSHA”) training, North American Board of Certified Energy Practitioners (“NABCEP”), and other relevant construction safety and/or quality and performance best practices training qualifications.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for Power Ready Program technical advisory and engineering Services is contained in Attachment A (“Contemplated Scope of Services”).

4.2. Term of Work

Services under this RFP are expected to commence on September 4, 2026, and continue until September 3, 2029 (“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 (2) 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. Proposer shall provide not to exceed (“NTE”) costs for specified deliverables throughout the tasks, such as plans and reports.

5.1.2. Proposer shall provide NTE costs for Project inspections that occur through various tasks. Project assessments will occur throughout CPA’s service territory, which includes Los Angeles and Ventura Counties.

5.1.3. Proposer shall provide hourly rates and estimated hours for variable costs identified in their Pricing Matrix.

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 shall estimate costs based on the assumption that CPA will proceed with 10 Power Ready Projects. CPA’s Board of Directors will determine the final Power Ready Projects to advance.

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

Task	Year 1		Year 2		Year 3		Total
	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	
Task 1							
Coordination and Reporting	\$	\$	\$	\$	\$	\$	\$
Task 2							
Solicitation Support	\$	\$	N/A	N/A	N/A	N/A	\$
Total for Task 2	\$	\$	N/A	N/A	N/A	N/A	\$
Task 3							
Project Pre-Construction Design and Engineering Support	N/A	N/A	\$	\$	N/A	N/A	\$
Total for Task 3	N/A	N/A	\$	\$	N/A	N/A	\$
Task 4							
Project Construction Support	N/A	N/A	\$	\$	\$	\$	\$
Task 5							
Project Operations and Maintenance Support	N/A	N/A	N/A	N/A	\$	\$	\$
Task 6							
Additional Technical Support for Projects	N/A	\$	N/A	\$	N/A	\$	\$
Total Cost	\$	\$	\$	\$	\$	\$	\$

6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	May 20, 2026
Deadline for Written Questions	May 27, 2026
Responses to Questions Provided	June 4, 2026
RFP Proposals Due	July 1, 2026 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	July 2-17, 2026
Interviews (if needed)	July 20-31, 2026
Notice of Intent to Award Contract Provided	August 3, 2026
Contract Negotiations	August 3-14, 2026
Last Day to Submit Notice of Intent to Protest	August 18, 2026
Last Day to Protest	August 21, 2026
CPA Response to Protest	August 28, 2026
Anticipated Presentation to the Board for Approval and Execution of Contract	September 3, 2026
Anticipated Commencement of Work	September 4, 2026

6.2. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this RFP by sending an email to contracting@cleanpoweralliance.org with a copy to jspector@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on May 27, 2026. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/contracting-opportunities/> on June 4, 2026.

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 by 4:00 pm on July 1, 2026. Please include "PROPOSAL FOR POWER READY PROGRAM TECHNICAL ADVISORY AND ENGINEERING 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:

Proposal Evaluation Criteria		
Proposal Evaluation Criteria	Proposal Criteria Weight	Final Score Weight
Proposer’s qualifications and experience, including references (<i>see</i> Section 3).	50%	50%*
Proposer’s ability to provide the Contemplated Scope of Services identified in Attachment A .	40%	
Proposer’s Pricing (<i>see</i> Section 5)	10%	
The Proposal Evaluation Criteria scoring will determine which Proposers are selected for interviews, if interviews are conducted.		
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

Interview Evaluation Criteria (If Applicable)		
Interview Evaluation Criteria	Interview Criteria Weight	Final Score Weight
Proposer’s qualifications and experience (<i>see</i> Section 3).	40%	50%*
Proposer’s ability to provide the Contemplated Scope of Services identified in Attachment A .	60%	
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

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 at CPA's sole discretion, 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 qualifications, experience, ability to provide required 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 18, 2026, by no later than 5:00 p.m. (Pacific Time) of its intent to protest the award. The notice of intent to protest must be e-mailed to 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 21, 2026, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The written protest must be e-mailed to contracting@cleanpoweralliance.org.

If CPA's Board of Directors ("Board") is the final approval authority for any contract(s) awarded from this RFP, you may also give a public comment when the item is scheduled

before the Board. If you want to give a public comment, please contact CPA's Board Clerk prior to the meeting at clerk@cleanpoweralliance.org.

7. PROPOSAL REQUIREMENTS

7.1. Proposals shall include the following components:

- 7.1.1. Proposer's qualifications and experience with the elements specified in Section 3 (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer's anticipated subcontractors or teaming partners.
- 7.1.2. Proposer's explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
 - 7.1.2.1. A list of the Proposer's planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member's role and responsibility.
 - 7.1.2.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
 - 7.1.2.3. Proposer must provide its pricing proposal, including the information required in Section 5, "Pricing," above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation that Proposer may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.
 - 7.1.2.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 7.1.3. Proposer's completed pricing matrix as set forth in Section 5.4.
- 7.1.4. A comprehensive project portfolio highlighting the Proposer's expertise in providing the services requested in this RFP.
- 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 or Data Protection Requirements. See **Attachments C and D**.

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

8. RESERVATION OF RIGHTS

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

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA 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"). Any responses submitted in response to this RFP 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" in submitting its proposal to CPA. CPA retains and therefore, reserves the right to determine whether the marked areas or documents are subject to an exemption within the CPRA and may, at its sole discretion, disclose records without redaction. **CPA shall not, in any way, be liable 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 documents, information, books, workpapers, contents and/or other submitted marked as "Confidential", "Trade Secrets", or "Proprietary" and CPA is required to release Confidential Information, it shall notify the Proposer of the required disclosure, such that the Proposer may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and/or to prevent such information from being disclosed or otherwise becoming part of the public domain. By submitting a proposal, Proposer agrees to defend, hold harmless, and indemnify CPA, its directors, officers, employees, and agents from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection a Proposer's actions to treat its information in a confidential manner.

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.

CPA does not intend to disclose any part of any proposal before it completes its contract negotiations with the recommended Proposer, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation or contract negotiation process.

10. CONFLICTS OF INTEREST

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Proposers are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Proposers are advised to review all policies, including the Vendor Communication Policy available here:

<https://cleanpoweralliance.org/public-documents/administrative-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered that the Proposer contacted and received information from anyone other than the email address specified above and under the process specified herein regarding this solicitation, CPA may, in its sole discretion, disqualify your proposal from further consideration.

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to contracting@cleanpoweralliance.org with a copy to jspector@cleanpoweralliance.org.

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Sample Contract

Attachment D – Data Protection Requirements

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A

SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of technical advisory and engineering services to support CPA's Power Ready Program that include, but are not limited to, the tasks set forth below.

Services will occur over various stages of pre-construction, engineering, construction, design-build, inspections, and maintenance of the BTM solar and BESS projects at the direction of CPA. CPA's Board of Directors will approve the final shortlist and alternate Projects, anticipated in September 2026, which is estimated to be ten (10) Projects throughout Los Angeles and Ventura Counties. The average per-project capacity of the Project portfolio is estimated to be 50 kW solar and 70 kW / 300 kWh BESS.

The selected Proposer will work with CPA to mutually agree upon items related to Project scope, budget, schedule, and other impactful activities.

Task #1: Coordination and Reporting

The selected Proposer will perform necessary steps to understand CPA's Power Ready Program objectives and requirements, facilitate on-going coordination between stakeholders, and report progress on the Project development and scope of services. The selected Proposer will leverage technical expertise to develop protocols and procedures for their scope of work, under supervision and in collaboration with CPA.

1. Review CPA Power Ready Program and site host documents.
 - 1.1. Review the Power Ready Program's existing materials, including the outreach presentation, CPA's Board Retreat staff report, existing contracts (such as the Power Ready Memorandum of Understanding ("MOU"), Site Lease Agreements ("SLA"), and Request for Information ("RFI")) and similar relevant materials.
 - 1.2. Review Projects' scopes of work and review the methodology, feasibility, and code compliance developed by the Technical Consultant, and permitting requirements per Project that CPA should incorporate prior to launching the solicitation.
 - 1.3. Review documentation from the Site Hosts, including architectural and engineering plans, as-built drawings, existing easements, results of title assessment, and relevant existing system warranties (roof, switchgear, etc.).
 - 1.3.1. Review any new information provided by CPA and determine modifications to the scope of work.
 - 1.3.2. Determine early engagement with the Authorities Having Jurisdictions ("AHJ") and/or permitting authorities, in accordance with code.
 - 1.3.3. Provide a summary and recommendations to CPA and Technical Consultant to revise project's scopes of work based on the outcome of the review.

- 1.3.4. At CPA's direction, coordinate with stakeholders to clarify items.
 - 1.4. Review the BTA template forms, including the O&M template forms and provide comments to CPA on inclusions, exclusions, and considerations prior to the solicitation.
 2. Develop plans, procedures, and controls.
 - 2.1. Develop a Project Execution Plan ("PEP") that will be used to define key aspects of project delivery including the Project scope, objectives, roles and responsibilities, schedule, timeline, resource allocation and operational strategies. The PEP will encompass the following plans:
 - 2.1.1. Create a Stakeholder Communication Plan to describe how CPA, the selected Proposer, EPC Contractor, O&M Contractor, Site Host, and other implementation stakeholders will coordinate issues and escalations, including the level of severity and response times.
 - 2.1.1.1. Develop a list of stakeholder contacts for each Project.
 - 2.1.1.2. Recommend call chains and email protocols for communication between CPA, the selected Proposer, Site Host, EPC Contractor, O&M Contractor, and other stakeholders as requested by CPA.
 - 2.1.1.3. Propose a post-coordination reporting procedure to ensure CPA has records and appropriate documentation of all interactions with stakeholders.
 - 2.1.2. Develop a Safety Plan for CPA that outlines code requirements and best practices relating to product design, construction practices, labor safety standards, Site Host security, insurance, and O&M procedures.
 - 2.1.2.1. Integrate insurance requirements best practices into the Safety Plan.
 - 2.1.3. Develop an Inspection Protocol that will be used to verify the EPC Contractor adheres to the Safety Plan and standards during on-site Project activities including construction, and the approach to inspect, document, and remedy potential issues raised during inspections.
 - 2.1.4. All plans and protocols must be submitted to CPA for review and incorporate all feedback provided by CPA staff prior to finalizing.
 - 2.1.4.1. Plans and protocols are to be updated throughout the term as requested by CPA.
 3. On-going coordination.
 - 3.1. Attend a project kick-off meeting which will include staff from CPA and appropriate staff designated by Proposer that are assigned to the contract. This meeting will introduce staff, review the Power Ready Program goals, timelines, deliverables, and other key items as mutually agreed upon.
 - 3.1.1. Develop and share agenda at least three (3) business days in advance of the meeting.
 - 3.1.2. Provide notes and action items summary within one (1) business day after.
 - 3.2. Annual meetings.

- 3.2.1. Attend one (1) recurring annual meeting with CPA throughout the term.
 - 3.2.2. Develop and share agenda at least seven (7) business days before the meeting. Annual meetings will cover progress to date, Project-specific items, stakeholder coordination, schedule, and budget.
 - 3.2.3. Provide notes and action items summary within one (1) business day.
 - 3.3. Attend weekly recurring meetings.
 - 3.3.1. Attend weekly meetings with CPA to address program and project specific items.
 - 3.3.2. Develop and share agenda at least one (1) business day in advance of the meeting.
 - 3.3.3. Provide notes and action items summary within one (1) business day.
 - 3.4. Work with CPA staff to define deliverable sharing logistics, including shared folders, file transfers, naming conventions, notifications, and software accessibility options.
 - 3.4.1. CPA will use an external Sharepoint (Microsoft 365 Office platform) to host files.
 - 3.4.2. CPA and the selected Proposer will coordinate sharing and distributing relevant files EPC Contractor and O&M Contractor.
 - 3.5. The selected Proposer will be available during CPA's business hours (8:30AM – 5:30PM PT) and on-call during EPC Contractor and O&M Contractor's working hours.
4. Critical and emergency coordination.
 - 4.1. Create a Critical and Emergency Coordination Plan that the selected Proposer will follow throughout the term to outline procedures and availability during critical and emergency events, particularly during Project construction, and be responsive for critical decisions and emergencies without advanced notice.
 - 4.2. The selected Proposer will be available to attend on-site Project visits regularly and with minimal advanced notice.
 - 4.3. CPA will use best efforts to notify the selected Proposer of anticipated emergency coordination when practical.
5. Reporting project control plans.
 - 5.1. Reporting template.
 - 5.1.1. Create a standard reporting template to be used throughout the term, including key portfolio and project-level accomplishments, budget and costs, schedule, future risks, change orders, and lessons learned.
 - 5.1.2. Submit the reporting template to CPA for its review and approval. CPA may request modifications over the term of the contract, provided that it CPA may not make such requests more than once each quarter.
 - 5.2. Recurring reporting.
 - 5.2.1. Provide monthly reporting to CPA outlining the progress to date and status updates using the reporting template and due with the monthly invoice.

- 5.2.2. Annual report summarizing activities from the year and highlighting challenges and recommendations.
- 5.2.3. Ad hoc reporting as requested by CPA.
- 5.3. Data sharing protocol.
 - 5.3.1. Create a plan that outlines project management software, licenses, reporting structure, file sharing, and other Project data management protocols to be used throughout the project.
 - 5.3.2. CPA and the selected Proposer will mutually agree to utilize the protocol.

Task #1 Anticipated Deliverables:

1. Power Ready Program review.
2. Power Ready form review
3. Project Execution Plan.
4. Safety Plan.
5. Inspection Protocol.
6. Stakeholder Communication Plan.
7. Critical and Emergency Coordination Plan.
8. Kick-off, weekly and annual meetings.
9. Reporting Project Control Plan, template, and monthly reporting.
10. Data sharing protocol.

Timeline for Task #1:

1. Power Ready Program review within twenty (20) business days after contract execution.
2. Power Ready form review within twenty (20) business days after contract execution.
3. Project Execution Plan within forty (40) business days after contract execution.
4. Safety Plan within forty (40) business days after contract execution.
5. Inspection Protocol within sixty (60) business days after contract execution.
6. Stakeholder Communication Plan within fifteen (15) business days after contract execution.
7. Critical and Emergency Coordination Plan within fifteen (15) business days after contract execution.
8. Kick-off, weekly and annual meetings to be held at mutually agreed upon times.
9. Reporting Project Control Plan, template, data sharing protocol, and monthly reporting within fifteen (15) business days after contract execution, and monthly thereafter.

Task #2: Solicitation Support

The selected Proposer will assist CPA in its solicitation to shortlist and award the EPC Contractor and O&M Contractor.

Proposers should propose compensation based on the following assumptions:

- CPA will select one (1) EPC Contractor that will provide O&M Contractor services.
 - CPA will advance up to six (6) EPC Contractor and O&M Contractors that pass the minimum qualifications, as outlined in the future solicitation.
 - CPA will engage three (3) EPC Contractors and O&M Contractors for interviews.
 - CPA will engage one (1) EPC Contractor and O&M Contractor for contract negotiation and ultimately CPA Board approval.
1. Review the Request for Qualifications (“RFQ”) solicitation package.
 - 1.1. Review the RFQ solicitation package prepared by CPA, including qualifications, ranking criteria, draft scope of work, and determine if items are missing, if assumptions need to be stated for EPC Contractor and O&M Contractor to respond accurately, and if additional information is required from the Site Host and/or the Technical Consultant.
 2. RFQ evaluation.
 - 2.1. Review and provide technical support during RFQ evaluation, based on CPA’s template and requests for support. This will include, but is not limited to:
 - 2.1.1. Support RFQ structure development, solicitation package review, and developing answers to proposers’ questions, as requested.
 - 2.1.2. Assist CPA in reviewing and scoring RFQ submittals.
 - 2.1.3. Identify questions for CPA to ask EPC Contractors and O&M Contractors during interview process.
 - 2.1.4. Assist with qualification validation, including EPC Contractor and O&M Contractor safety history record, previous performance results, workforce development proposal and experience, and other similar tasks as requested.
 - 2.1.5. Attend one (1) interview with each of the qualified EPC Contractor and O&M Contractor and update solicitation review based on the results.
 3. Review the Request for Proposals (“RFP”) solicitation package.
 - 3.1. Review the RFP solicitation package prepared by CPA, including draft scope of work, and determine if items are missing, if assumptions need to be stated for vendors to respond accurately, and if additional information is required from the Site Host and/or the Technical Consultant.
 4. RFP evaluation.
 - 4.1. Assist CPA in evaluating EPC Contractor and O&M Contractor proposals based on qualitative and quantitative analyses and overall best value to CPA.
 - 4.1.1. Qualitative analysis includes, but is not limited to:
 - 4.1.1.1. Review EPC Contractor and O&M Contractor proposals and designs compared to the likeness of the shared scope of work.
 - 4.1.1.2. Review proposed system designs for overall feasibility, permitting, and code-compliance.

- 4.1.1.3. Review proposed system products and identify best-value through past product performance, performance guarantees, warranties, manufacturer responsiveness, ITC compliance, and relevant metrics.
- 4.1.1.4. Review BESS products for Underwriters Laboratories (“UL”) certifications, chemistry, safety features, and supply chain risks and considerations.
- 4.1.1.5. Provide feedback if alternative products could be specified (in the event the proposed product is not available in the future).
- 4.1.1.6. Review O&M Contractor’s O&M responsiveness from past projects.
- 4.1.2. Quantitative analysis will include:
 - 4.1.2.1. Evaluation of proposed system performance, including total system efficiency, solar generation output, BESS charge and discharge efficiencies, and number of BESS cell cycles.
 - 4.1.2.2. Summary of capital costs, overall lifecycle costs including O&M, decommissioning costs, and any other anticipated costs.
 - 4.1.2.3. System cost metrics (\$/kW solar, \$/kW and \$/kWh BESS).
 - 4.1.2.4. System savings metrics (expected bill savings).
 - 4.1.2.5. BESS demand response integration capabilities.
- 4.1.3. When directed by CPA, re-evaluate responses based on new information received through clarifying questions throughout the solicitation process.
 - 4.1.3.1. Support the development of interview questions.
 - 4.1.3.2. Attend one (1) interview with each of the shortlisted EPC Contractor and O&M Contractor and update solicitation review based on the results.
- 5. Contract negotiation assistance.
 - 5.1. Assist CPA with contract negotiations of selected EPC Contractor and O&M Contractor.
 - 5.2. Re-evaluate shortlisted RFQ and/or RFP qualifications and proposals, based on clarifications and/or new information, as requested by CPA.

Task #2 Anticipated Deliverables:

1. RFQ solicitation package review.
2. RFQ evaluation results.
3. RFP solicitation package review.
4. RFP evaluation results.
5. Attend interviews and contract negotiation meetings as requested by CPA.

Timeline for Task #2:

1. RFQ solicitation package review within twenty (20) business days upon receipt.
2. RFQ evaluation results within five (5) business days upon receipt.
3. RFP solicitation package review within five (5) business days upon receipt.
4. RFP evaluation results within ten (10) business days upon receipt.
5. Solicitation post-interview results to be updated within two (2) business days.

Task #3: Project Pre-Construction Design and Engineering Support

The selected Proposer will provide pre-construction design and engineering services for CPA as outlined in the tasks below.

1. Review design and engineering documents.
 - 1.1. Review and provide feedback to CPA on the EPC Contractor's design engineering plans, including 30%, 60%, and 90% plans, and subsequent comments from CPA.
 - 1.1.1. Review and provide comments to address specific AHJ requirements and compliance.
 - 1.1.2. Review compliance with CalGreen EV requirements.
 - 1.1.3. If applicable to the Project, review interoperability with existing Site Host backup generators and the project's adherence to code-mandated backup power.
 - 1.2. Review and provide feedback to CPA on the EPC Contractor's Project interconnection applications and subsequent comments from the utility.
 - 1.3. Review Project permits from the EPC Contractor prior to submittal and subsequent comments from the AHJ.
 - 1.4. Review Project equipment, material procurement, and staging plans from the EPC Contractor and subsequent comments from CPA.
 - 1.5. Verify BESS has integrated demand response capabilities and the BESS can be enrolled in demand response programs, with direction from CPA to enroll in CPA's existing demand response programs.
 - 1.6. Provide one (1) review and comments process and one (1) subsequent review to ensure comments were incorporated, addressed, and/or resolved. Provide ad-hoc reviews as requested by CPA.
2. Review safety plans.
 - 2.1. Review and provide feedback on EPC Contractor's safety plans to ensure they are compliant with applicable codes and standards, Site Lease Agreements, and the Safety Plan developed in Task 1; provide recommendations to incorporate.
 - 2.1.1. Review Project-specific code compliance for BESS, including but not limited to the SB283, National Fire Protection Association ("NFPA") 855 and UL 9540.
 - 2.1.2. Review project-specific hazard mitigation plans.
 - 2.1.3. Review and agree with CPA and EPC Contractor critical and emergency communication plans.
 - 2.2. Provide one (1) review and comments and one (1) subsequent review to ensure comments were incorporated, addressed, and/or resolved.
3. Assist with Site-specific requests.
 - 3.1. Assist with Site California Environmental Quality Act ("CEQA") determination review.

- 3.2. Identify solutions for project-specific scope items including, but not limited to, items such as system placement accommodating existing Site easements, tree removal and/or replacement, and future Site capital improvement plans.
4. Workforce development plans.
 - 4.1. Review EPC Contractor's workforce development plan, confirm compliance, and list questions for EPC Contractor to provide feedback.
5. Site assessments.
 - 5.1. Attend on-site Project assessments and design meetings with EPC Contractor.
 - 5.2. Assume two (2) Project assessments per Project will be conducted during Task 3.
 - 5.3. Summarize results of on-site Project assessments, findings, and next steps to CPA, particularly focusing on new items identified at the Sites, potential changes and modifications to designs or plans, and other pertinent information related to budget, schedule, and Site Host expectations.
6. Payment review.
 - 6.1. Review the EPC Contractor milestone payments and recurring invoices as they arise; summarize accuracy and validate progress has been achieved to allow CPA to authorize the transaction.
7. Change order review.
 - 7.1. Assist CPA to review the EPC Contractor's requested change orders for reasonableness of cost, feasibility with design and Project scope, and other relevant factors such as consistency with quality and maintenance practicality.
8. EPC Contractor coordination.
 - 8.1. Attend one (1) project kick-off meeting with CPA and awarded EPC Contractor.
 - 8.2. Attend recurring weekly and annual meetings between CPA and EPC Contractor.
 - 8.3. Coordinate with EPC Contractor regularly per CPA's and/or EPC Contractor's request.

Task #3 Anticipated Deliverables:

1. 30%, 60%, and 90% engineering plan reviews.
2. Interconnection application reviews.
3. Permit reviews.
4. Staging plan reviews.
5. Safety Plan reviews.
6. CEQA reviews.
7. Workforce Development Plan review.
8. On-site Project assessment summary.
9. Payment reviews.
10. Change order reviews.
11. Kick-off, recurring, and annual meetings.

Timeline for Task #3:

1. 30%, 60%, and 90% engineering plan reviews within ten (10) business days upon receipt.

2. Interconnection application reviews within five (5) business days upon receipt.
3. Permit reviews within five (5) business days upon receipt.
4. Staging plan reviews within five (5) business days upon receipt.
5. Safety plan reviews within five (5) business days upon receipt.
6. CEQA reviews within ten (10) business days upon receipt.
7. Workforce Development Plan review within ten (10) business days upon receipt.
8. On-site Project assessment summary within three (3) business days after visit.
9. Payment reviews within three (3) business days upon receipt.
10. Change order reviews within three (3) business days upon receipt.

Task #4: Project Construction Support

The selected Proposer shall provide services as outlined in the tasks below during the construction phase of the Project.

1. Provide construction support services.
 - 1.1. Update the Stakeholder Communication Plan and Critical and Emergency Coordination Plan and agree upon procedure(s) to handle issues and escalations, including the level of severity and response times.
 - 1.2. Provide support services to CPA during construction and provide prompt recommendations to stakeholders, particularly while on-site Project activities occur.
 - 1.3. Provide construction support summaries to CPA which clearly state the issue identified, remedies applied, and additional stakeholder communications and their responsible parties.
 - 1.4. Assist with design and construction troubleshooting as items arise during construction, including responding to request for information questions from EPC Contractor.
2. Payment review.
 - 2.1. Review EPC Contractor milestone payments and recurring invoices; summarize accuracy and validate progress has been achieved to allow CPA to authorize the transaction.
 - 2.2. Assist verifying EPC Contractor's certified payroll and compliance with the Workforce Development Plan.
3. Perform on-site Project inspections.
 - 3.1. The selected Proposer will perform a total of six (6) planned and six (6) unplanned site inspections during Task 4 as outlined below. The six (6) planned inspections must include one (1) inspection at the initiation of construction and one (1) at the end of the construction, with the remaining to be timed appropriately to occur when the EPC Contractor is performing on-site activities, based on key construction activities and/or EPC Contractor milestones and/or critical stages of construction.

- 3.1.1. CPA and the selected Proposer will mutually agree upon the timing related to the date of inspection.
 - 3.2. Perform one (1) recurring monthly on-site Project inspection in coordination with CPA and EPC Contractor.
 - 3.3. Perform one (1) unannounced monthly on-site Project inspection to ensure the EPC Contractor is performing their contractual obligations, particularly ensuring safety and quality.
 - 3.4. Produce a post-inspection report for CPA as defined and agreed upon in the Inspection Protocol and Safety Plan.
 - 3.5. Document on-site Project safety conditions and identify compliance, shortcomings, and recommendations for improvement; summarize findings in a report.
 - 3.5.1. Notify CPA immediately of any hazardous conditions.
 - 3.6. Perform on-site Project inspections to monitor and track project schedules, milestones and validate project completion.
 - 3.7. Identify risks to project scope, budget, and/or schedule.
 - 3.8. Propose recommendations to address them throughout the project lifecycle.
 - 3.9. Provide photographs of key construction activities.
 - 3.10. Institute a stop work order to the EPC Contractor and immediately notify CPA when observations of unsafe work environments, non-code compliant construction activities, and other circumstances that arise that may cause immediate harm, property damage, and/or violate laws and regulations.
 - 3.11. Immediately notify CPA of any conditions and escalate any hazardous workplace safety conditions, non-compliance, or similar critical items discovered.
4. Assist with change order review.
 - 4.1. Review change order requests from EPC Contractor, validate technical feasibility and cost assumptions, determine impacts to code compliance and permitting, and provide recommendations for CPA to determine and proceed with the best course of action.
 - 4.2. Provide recommendations to CPA and EPC Contractor on how to remedy code compliance, permit compliance, product integration, and other timely construction-related requests as they arise.
 - 4.3. Communicate change order comments and recommendations to CPA.
5. System, inspections, commissioning verification, and operation.
 - 5.1. Assist with AHJ and utility inspections.
 - 5.2. Conduct system inspections and provide an overall workmanship evaluation report for EPC Contractor to address any outstanding items prior to completion, and ensure the systems are operating in accordance with the contract specifications.
 - 5.3. Review the EPC Contractor's commissioning plans, templates, tests, and methodology, and provide feedback on the approach in a Commissioning Plan Methodology Report that will be used to validate completion certifications.

- 5.4. Review the commissioning results and provide a Commissioning Report to validate systems are operating within the parameters of the Project scope of work and other contracts.
- 5.5. Confirm systems have achieved mechanical completion and validate the certification.
- 5.6. Confirm systems have achieved substantial completion and validate the certification.
- 5.7. Confirm systems have achieved commercial operation and validate the certification.
- 5.8. Review as-built drawings from the EPC Contractor and recommend and document changes based on the completed project as needed.
6. Asset transfer assistance.
 - 6.1. Assist CPA with the asset transfer from the EPC Contractor to CPA after completion of construction and issuance of the completion certifications.
 - 6.2. Assistance will include reviewing the transfer package, bill of sale, assignment documents, title and recording documents, certificates, proof of no liens, and confirming contract assignments.
7. Construction close-out documentation.
 - 7.1. Assist and compile all system specifications, warranties, standard operating procedures, and related documents in a coherent package, from the EPC Contractor.
 - 7.2. Verify the as-built engineering plan set including all changes made during construction.
8. Stakeholder coordination.
 - 8.1. Attend one (1) project kick-off meeting with CPA, Site Host, EPC Contractor and their subcontractors, and Site Host prior to construction start.
 - 8.2. Attend recurring weekly meetings between CPA and EPC Contractor.
 - 8.3. Attend recurring annual meetings between CPA and EPC Contractor.
 - 8.4. Coordinate with EPC Contractor regularly per CPA's and/or EPC Contractor's request.
 - 8.5. Assist CPA with presenting to Site Host governing bodies about the project status.

Task #4 Anticipated Deliverables:

1. Recurring construction support service summary.
2. Recurring payment review summary.
3. Recurring post-inspection reports.
4. Ad-hoc change order review reports.
5. Commissioning Plan Methodology Report.
6. Commissioning Report.
7. Substantial Completion Report.
8. Mechanical Completion Report.
9. Certification of Completion Report.
10. Asset purchase transfer review.
11. Construction close-out package.

12. Verify as-built plan set.
13. Attend recurring and ad-hoc meetings.

Timeline for Task #4:

1. Recurring construction support service summary within one (1) business day after request.
2. Recurring payment review summary within two (2) business days after request.
3. Recurring post-inspection reports within one (1) business day after inspection.
4. Ad-hoc change order review reports within one (1) business day after request.
5. Commissioning Plan Methodology Report within ten (10) business days after request.
6. Commissioning Report within ten (10) business days after request.
7. Substantial Completion Report within ten (10) business days after request.
8. Mechanical Completion Report within ten (10) business days after request.
9. Certification of Completion Report within five (5) business days after request.
10. Asset purchase transfer review within five (5) business days after request.
11. Construction close-out package within ten (10) business days after request.
12. As-built plan set within twenty (20) business days after request.
13. Attend recurring and ad-hoc meetings to be held at mutually agreed upon times.

Task #5: Project Operations and Maintenance Support

During the operation phase of the Project, the selected Proposer will assist CPA with overseeing the O&M Contractor to ensure the systems are maintained and performing as expected, and provide recommendations for the O&M Contractor to optimize and repair them.

1. Preventative Maintenance and Performance Monitoring Plans.
 - 1.1. Review the O&M Contractor's Preventative Maintenance Plan, in accordance with product warranties and best practices, and provide recommendations to incorporate.
 - 1.2. Update the Safety Plan and review O&M Contractor's project-specific plans prior to commencement of work.
 - 1.3. Update the Stakeholder Communication Plan.
 - 1.4. Review the O&M Contractor's Performance Monitoring Plan for CPA to verify that systems are operating as designed.
2. O&M implementation oversight.
 - 2.1. Review the O&M Contractor's project-specific maintenance and repair scope prior to their start and provide recommendations to adhere to existing contracts, product warranties, and specifications.
 - 2.2. Coordinate with O&M Contractor and OEM as needed to resolve performance issues and propose recommendations to identify them.

- 2.3. Confirm O&M Contractor performed preventative maintenance obligations; document and collect results.
- 3. Perform On-site Project O&M inspections.
 - 3.1. Perform one (1) recurring quarterly on-site Project inspection in coordination with CPA and O&M Contractor to monitor and track project O&M schedules and validate project completion.
 - 3.2. Document O&M Contractor's on-site Project safety conditions and identify compliance, shortcomings, and recommendations for improvement; summarize findings in a post-inspection maintenance report.
 - 3.2.1. Notify CPA immediately of hazardous conditions.
 - 3.3. Produce a post-inspection report for CPA as defined and agreed upon in the Inspection Protocol and Safety Plan.
 - 3.4. Identify risks to O&M Contractor's scope, budget, and/or schedule.
 - 3.5. Provide photographs and relevant documentation of key O&M Contractor activities.
 - 3.6. Immediately notify CPA of any conditions and escalate any hazardous workplace safety conditions, non-compliance, or similar critical items discovered
- 4. Unplanned maintenance.
 - 4.1. For maintenance and performance remedies beyond the Preventative Maintenance Plan, review the O&M Contractor's project-specific scope prior to their start and provide recommendations to adhere to existing contracts, product warranties, and specifications.
 - 4.2. Assist CPA to identify the source of system failure, including reviewing the OEM performance guarantees and warranties, reviewing EPC Contractor workmanship, reviewing O&M Contractor workmanship, reviewing unauthorized Site Host modifications and/or third-party fault.
 - 4.3. Assist CPA and O&M Contractor to coordinate insurance claims as they arise.
 - 4.4. Assist CPA to recommend if EPC Contractor's workmanship warranty or similar warranties should be applied to remedy the maintenance and operations.
- 5. Substantial maintenance.
 - 5.1. Maintenance requests above \$75,000 will require additional design engineering and product integration review. Coordinate closely with CPA, EPC Contractor, O&M Contractor, and OEM as required.
- 6. Asset Management Report template.
 - 6.1. Review the Asset Management Report template provided by EPC Contractor, O&M Contractor, and/or CPA, that will be used to review solar and BESS performance monthly to identify performance issues.
 - 6.2. Coordinate with CPA and O&M Contractor to enact performance optimization strategies and verify results.
- 7. Training for CPA.
 - 7.1. Assist CPA in accessing the monitoring systems, understanding key monitoring metrics, downloading reports, and receiving performance alert notifications.

- 7.2. Identify best practices to optimize system performance.
8. Training for Site Host.
 - 8.1. Train Site Host by performing a mock power outage event, how Site Host staff will coordinate during the power outage event, and how to interact with the designated critical loads.
 - 8.2. Identify operational safety protocols and procedures.
9. Lessons Learned Report.
 - 9.1. Create a Lessons Learned Report to identify areas for improvement related to the process from design to completion.
10. O&M Contractor coordination.
 - 10.1. Attend one (1) project kick-off meeting with CPA and O&M Contractor.
 - 10.2. Attend recurring weekly and annual meetings between CPA and O&M Contractor.
 - 10.3. Coordinate with O&M Contractor regularly at CPA's and/or O&M Contractor's request.

Task #5 Anticipated Deliverables:

1. Preventative Maintenance Plan.
2. Performance Monitoring Plan.
3. Recurring Post-Inspection Maintenance Report.
4. Recurring Asset Management Report.
5. Training for CPA.
6. Training for Site Host.
7. Lessons Learned Report.
8. Attend recurring and ad-hoc meetings.

Timeline for Task #5:

1. Attend recurring and ad-hoc meetings to be held at mutually agreed upon times.
2. Preventative Maintenance Plan within ten (10) business days upon request.
3. Performance Monitoring Plan within ten (10) business days upon request.
4. Recurring Post-Inspection Maintenance Report within five (5) business days after inspection.
5. Recurring Asset Management Report within five (5) business days at the end of each month.
6. Training for CPA within twenty (20) business days upon request.
7. Training for Site Host within twenty (20) business days upon request.
8. Lessons Learned Report – within thirty (30) business days upon request.
9. Attend recurring and ad-hoc meetings – held at mutually agreed upon times.

Task #6: Additional Technical Support for Projects

Provide miscellaneous Power Ready Program support.

1. Support ad hoc and/or miscellaneous requests related to the Power Ready Program and Project questions and technical support, as requested by CPA.
2. CPA will request a cost estimate from the selected Proposer based on the tasks and the selected Proposer will provide a NTE cost for the task in writing via email.
3. Tasks will be billed at an hourly rate as agreed upon by the parties.

Task #6 Anticipated Deliverables:

1. As-requested support services set forth above.

Timeline for Task #6:

1. As requested, and mutually agreed upon.

ATTACHMENT B

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

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

1.	Name of Firm	Address of Firm	Contact Person	Telephone	Email
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount
2.	Name of Firm	Address of Firm	Contact Person	Telephone	Email
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount
3.	Name of Firm	Address of Firm	Contact Person	Telephone	Email
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount

ATTACHMENT C
SAMPLE CONTRACT

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

* * * * *

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

This Professional Services Agreement (this “Agreement”), dated and effective as of September 4, 2026 (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 technical advisory and engineering services to support CPA’s Power Ready Program;

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.

- 1.1. "Artificial Intelligence" means any system or tool that autonomously processes data and/or generates predictions, algorithms, code, recommendations, decisions, textual materials, audiovisual material, or other expressive material, with minimal human intervention, and where the system's behavior may evolve based on new inputs.
- 1.2. The definition of "Confidential Information" is set forth in paragraph 10.2 of this Agreement.
- 1.3. "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.
- 1.4. "CPA Information" shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- 1.5. "CPA Materials" shall mean all finished or unfinished content, writing and design of 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.
- 1.6. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.
- 1.7. "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 – Data Protection Requirements

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:

- 4.1. 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 not-to-exceed basis and in the manner specified in Exhibit C.
- 4.2. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

5. Term.

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be three (3) years from the Effective Date (“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 (2) 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.

6.1. Termination for Convenience.

- 6.1.1. 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.
- 6.1.2. 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.

6.2. 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.

6.3. 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.

6.4. Effect of Termination.

6.4.1. Upon the effective date of expiration or termination of this Agreement:

6.4.1.1. 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.

6.4.1.2. Any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 6.1.2.

6.4.1.3. Contractor shall promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement.

6.4.1.4. 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.

6.4.2. 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.

10.1. 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, 10.3, and 10.4, below.

10.2. Definition of "Confidential Information".

10.2.1. The following constitutes "Confidential Information," whether oral or written:

- 10.2.1.1. The terms and conditions of, and proposals and negotiations related to, this Agreement.
- 10.2.1.2. Information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement.
- 10.2.1.3. Information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

10.2.2. Confidential Information shall not include:

- 10.2.2.1. Information that is generally available to the public or in the public domain at the time of disclosure.
- 10.2.2.2. Information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives.
- 10.2.2.3. 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.

10.2.2.4. Information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor.

10.2.2.5. Information that is approved for release in writing by Contractor.

10.3. 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 7920.000 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.

10.4. 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. Contractor 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.

11.1. 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 ten (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 11.7 below which may be provided on a claims-made basis consistent with the criteria noted therein.

- 11.2. 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.
- 11.3. 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.
- 11.4. General Liability. Contractor shall maintain a commercial general liability insurance policy in an amount of no less than \$1,000,000 per occurrence with a \$2,000,000 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.
- 11.5. 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 \$1,000,000 per occurrence for bodily injury and property damage.
- 11.6. Workers' Compensation. 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. Contractor shall provide, at its own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease. 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.
- 11.7. 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, 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 per occurrence. If the deductible or self-insured retention amount exceeds \$100,000, 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.

- 11.8. 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, violation of intellectual property rights, 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.

- 13.1. 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:
 - 13.1.1. Eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor.
 - 13.1.2. Sick pay.

- 13.1.3. Paid non-working holidays.
- 13.1.4. Paid vacations or personal leave days.
- 13.1.5. Participation in any plan or program offering life, accident, or health insurance for employees of Contractor.
- 13.1.6. Participation in any medical reimbursement plan.
- 13.1.7. Any other fringe benefit plan that may be provided for employees of Contractor.
- 13.2. 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 this Agreement or Services covered by this Agreement.

15. Use of Artificial Intelligence.

- 15.1. Contractor must not use or input any confidential, proprietary, or otherwise sensitive financial, human resources, customer, power procurement, or any other CPA data in any Artificial Intelligence technology.
- 15.2. Contractor shall disclose in writing to CPA any use of Artificial Intelligence technology to generate or produce any deliverables and/or perform Services under this Agreement (“Generative AI”), including the name of Artificial Intelligence products used, when such Artificial Intelligence is used, and the deliverables and Services provided by Contractor that utilized Generative AI. Such disclosure must be provided prior to delivery to CPA of any deliverable that utilized Generative AI to produce.
- 15.3. Contractor represents and warrants that it has the necessary rights and licenses to use any Generative AI.
- 15.4. Contractor represents and warrants that it has full power and authority to grant to CPA any rights or licenses related to Contractor’s use of Generative AI.
- 15.5. Contractor represents and warrants that its usage of Artificial Intelligence, production of deliverables, and performance of any Services will not misappropriate, violate, or infringe any third-party intellectual property rights.

16. 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.

17. 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.

18. Notices.

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Chief Executive Officer
Address: 801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
Telephone: (213) 376-4850
Email: tbardacke@cleanpoweralliance.org

In the case of Contractor, to:

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

19. 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.

20. 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.

21. 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.

22. Conflict of Interest.

22.1. 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.

22.2. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

ATTACHMENT D

SAMPLE DATA PROTECTION REQUIREMENTS

To the extent applicable, Contractor shall comply with the following additional data protection requirements:

1. Contractor represents and warrants that Contractor will perform the Services in accordance with CPA's risk management policies and protocols, including but not limited to, policies and protocols relating to energy risk management and customer data and privacy, as those policies and protocols may be amended by CPA from time to time. A link to the policies is available at:

<https://cleanpoweralliance.org/public-documents/administrative-documents/>

Contractor shall execute any required acknowledgements of such policies and protocols as those policies and protocols are amended from time to time.

2. Contractor represents and warrants that Contractor shall comply with the requirements of California Public Utilities Commission Decision D.12-08-045 Attachment B (Rules Regarding Privacy and Security Protections for Energy Usage Data Applicable to Community Choice Aggregators or Electrical Service Providers), available at:

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M026/K531/26531585.PDF>

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 to a Request for Offer (“RFO”) or Request for Proposal (“RFP”) 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 “participant,” parent, subsidiary, paid “agent,” or otherwise related business entity, as defined below, including anyone who the party retains to lobby, testify, or otherwise influence a proceeding), the amount of the contribution, and the date the contribution was made. See, 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 \$500 while their contract is pending before the CPA Board. “Agent” is defined in 2 C.C.R. § 18438.3. A “participant” is defined in 2 C.C.R. § 18438.4.

For purposes of reaching the \$500 limit, the campaign contributions of the bidder or contractor plus contributions by its “participants”, and “agents” of the proposer, contractor or bidder are added together during a 12-month period. You must review 2 C.C.R. §18438.5 in order to determine who and how contributions are aggregated.

In addition, a party must disclose the names of any person related to the party has made a contribution to any CPA Directors within the preceding 12 months, including the amount of the contribution and the names of the contributors. A party has a continuing obligation to disclose any contributions made during the pendency of the RFO, RFP, or Task Order Solicitation. A party must disclose such contribution no later than 30 days of making a contribution to a CPA Director or at the time the party first appears before CPA’s Board, whichever is earliest. 2 C.C.R. §18438.8(b). A CPA Director must also disclose and 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 \$500 in the 12-month period prior to the consideration of the item by the CPA Board. Gov’t Code §84308(c); 2 C.C.R. §18438.8(a).

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 CPA Board member, 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:
d.	Identify all subcontractors that have been or will be named in your bid or proposal:
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.
*Attach additional pages, if necessary.	

Section 2

Has Contractor or Bidder (identified in Section I) 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 \$500 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 \$500 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

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

Member Agency	Regular Directors	Title
1. Agoura Hills	Deborah Klein Lopez	Councilmember
2. Alhambra	Jeff Maloney	Councilmember
3. Arcadia	Paul Cheng	Councilmember
4. Beverly Hills	Lester Friedman	Councilmember
5. Calabasas	Ed Albrecht	Councilmember
6. Camarillo	Susan Santangelo	Councilmember
7. Carson	Cedric Hicks	Councilmember
8. Claremont	Corey Calaycay	Councilmember
9. Culver City	Yasmine Imani-McMorrin	Councilmember
10. Downey	Horacio Ortiz	Councilmember
11. Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
12. Hawthorne	Alex Monteiro	Councilmember
13. Hermosa Beach	Ray Jackson	Councilmember
14. La Cañada Flintridge	Stephanie Fossan	Councilmember
15. Los Angeles County	Lindsey Horvath	Supervisor, 3 rd District
16. Lynwood	Juan Munoz-Guevara	Councilmember
17. Malibu	Marianne Riggins	Councilmember
18. Manhattan Beach	David Lesser	Councilmember
19. Monrovia	Edward Belden	Councilmember
20. Moorpark	Chris Barrett	Councilmember
21. Ojai	Rachel Lang	Councilmember
22. Oxnard	Bert Perello	Councilmember
23. Paramount	Vilma Cuellar Stallings	Councilmember
24. Port Hueneme	Laura Hernandez	Councilmember
25. Redondo Beach	Paige Kaluderovic	Councilmember
26. Rolling Hills Estates	Debby Stegura	Councilmember
27. Santa Monica	Caroline Torosis	Councilmember
28. Santa Paula	Jenny Crosswhite	Councilmember
29. Sierra Madre	Robert Parkhurst	Councilmember
30. Simi Valley	Rocky Rhodes	Councilmember
31. South Pasadena	Omari Ferguson	Councilmember
32. Temple City	Ed Chen	Councilmember
33. Thousand Oaks	David Newman	Councilmember
34. City of Ventura	Alex Mangone	Councilmember
35. Ventura County	Vianey Lopez	Supervisor, 5 th District
36. West Hollywood	John Erickson	Councilmember
37. Westlake Village	Ray Pearl	Councilmember
38. Whittier	Mary Ann Pacheco	Councilmember

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
1. Agoura Hills	VACANT	
2. Alhambra	Noya Wang	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	Bubba Fish	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. La Cañada Flintridge	Daniel Jordan	City Manager
15. Los Angeles County	VACANT	
16. Lynwood	Gabriela Camacho	Councilmember
17. Malibu	Steve Uhring	Councilmember
18. Manhattan Beach	Nina Tarnay	Councilmember
19. Monrovia	VACANT	
20. Moorpark	Renee Delgado	Councilmember
21. Ojai	Andrew Whitman	Councilmember
22. Oxnard	VACANT	
23. Paramount	VACANT	Councilmember
24. Port Hueneme	Todd Lowenstein	Councilmember
25. Redondo Beach	Chadwick Castle	Councilmember
26. Rolling Hills Estates	VACANT	Councilmember
27. Santa Monica	VACANT	
28. Santa Paula	VACANT	
29. Sierra Madre	VACANT	
30. Simi Valley	VACANT	
31. South Pasadena	VACANT	
32. Temple City	William Man	Councilmember
33. Thousand Oaks	C. Tie Gutierrez	Councilmember
34. City of Ventura	VACANT	
35. Ventura County	Janice Parvin	Supervisor, 4 th District
36. West Hollywood	Chelsea Byers	Councilmember
37. Westlake Village	Sue McSweeney	Councilmember
38. Whittier	Octavio Martinez	Councilmember