# REQUEST FOR PROPOSALS (RFP)

# FOR

# LCFS CREDIT BROKERAGE 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 services to support CPA's participation in the California Air Resources Board's ("CARB") Low Carbon Fuel Standard ("LCFS") program in a manner that maximizes net proceeds to CPA. This includes all activities required by CARB to register chargers and vehicles, report data, purchase and transfer Renewable Energy Credits ("RECs"), and generate LCFS credits ("Credits") on CPA's behalf and sell them, including facilitating all marketing and sales of the Credits (each, a "Transaction"). The selected Proposer is expected to advise CPA on credit generation strategies and support multiple CARB credit pathways.

## 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.

Proposer's LCFS Credit Brokerage Services ("LCFS Services") will enable CPA's planned involvement in CARB's LCFS program which will support CPA's existing and upcoming transportation electrification and grid management programs. CPA anticipates generating credits from existing and upcoming program activities that include but are not limited to:

- CPA's Electric Vehicle ("EV") Smart Charge program ("EV Smart Charge") provides incentives to customers who are participating in managed charging. As of October 2026, EV Smart Charge has 2,324 enrolled vehicles (1,863 participants), and CPA anticipates 3,681 megawatt-hours ("MWh") of electricity to be used for charging in calendar year 2027. CPA expects the broker to begin reporting charging session data from Q1 of 2027.
- CPA will launch a multifamily EV charging program in Q1 of 2027, which will offer technical assistance and rebates to multifamily properties who want to install charging to support existing and future EV drivers. CPA expects the chargers to be operational and

available to generate credits in late 2027 or early 2028. Throughout the first 3-year term of the program, CPA plans to support the installation of 554 ports of various power levels. This includes low-powered outlets and level 2 chargers, and does not include fast chargers.

- CPA is considering creating agreements with cities who own fleet or public chargers in order to generate credits from these units. This includes level 2 chargers and DC fast chargers. If pursued, these chargers would be available to generate credits in late 2027.

In addition, CPA intends to pursue credit generation opportunities for future programs, beyond the programs mentioned above.

## 3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must be eligible to trade LCFS credits in the CARB program and be in good standing with CARB, (i.e., not in past or current violation of any part of the LCFS regulation).
- Proposer must have applicable qualifications and experience with collecting identification and session data from chargers installed on multifamily properties that are not owned by the reporting entity. The Proposer should also have demonstrated experience collecting information and session data from chargers at single-family homes, and publicly-owned chargers.
- Proposer must demonstrate technical qualifications and experience designing, implementing, and maintaining secure, reliable processes to collect, validate, transform, manage, and report data from multiple systems using application programming interfaces ("API"), secure file transfers, or similar data-integration methods. Experience must include using a customer relationship management ("CRM") platform or comparable records-management system to maintain accurate records, track activities and data status, monitor data quality, resolve integration errors, and produce reports in formats compatible with CPA and regulatory requirements.
- Proposer must have applicable qualifications and experience to support advising on and implementing the sale of LCFS credits to maximize net proceeds, including procurement and management of required RECs.
- Proposer must have applicable qualifications and experience with undertaking and advising CCAs (or other publicly owned utilities) regarding the different LCFS credit generation pathways.

## 4. SCOPE OF SERVICES

### 4.1. Scope of Work

A detailed description of the Scope of Work for LCFS credit brokerage Services is contained in Attachment A ("Contemplated Scope of Services").

### 4.2. Term of Work

Services under this RFP are expected to commence on March 8, 2027, and continue until March 8, 2030 ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a "Renewal Term").

## 5. PRICING

**5.1.** Compensation for all Services in Attachment A (Tasks 1 through 4, and Task 5 if requested by CPA) shall be a commission (the "Commission," as defined in Attachment F) calculated as a percentage of Gross Transaction Value, plus only those other charges disclosed in Attachment F (Pricing Form). Travel, telephone, and all other expenses are included and will not be billed separately. Defined terms, pricing tables, and the pricing evaluation scenario are set forth in Attachment F.

**5.2.** The selected Proposer will remit Net Proceeds (as defined in Attachment F) to CPA on the last business day of each month unless the Net Proceeds due to CPA equal or exceed ten thousand dollars in which case the funds shall be remitted no later than fifteen (15) business days after receipt of funds totaling ten thousand dollars.. . In any event, all funds held for CPA shall be remitted no later than the last business day of each month. Payment terms and any security requirements in the final agreement will be subject to CPA's credit review of the selected Proposer, and CPA may require a security deposit or other credit support.

**5.3.** Proposers must complete and submit Attachment F (Pricing Form) as a separate document. A Proposer may submit one (1) alternative pricing proposal as described in Attachment F. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

## 6. RFP PROCESS

### 6.1. RFP Schedule

The timetable for this RFP is as follows:

| Description | Date |
|---|---|
| Release of RFP | November 5, 2026 |
| Deadline for Written Questions | November 12, 2026 |
| Responses to Questions Provided | November 19, 2026 |

| | |
|---|---|
| RFP Proposals Due | **December 17, 2026, by 4:00 PM Pacific Time** |
| Evaluation of Proposals | December 18, 2026 – January 8, 2027 |
| Interviews (if needed) | January 11-22, 2027 |
| Notice of Intent to Award Contract Provided | January 25, 2027 |
| Contract Negotiations | January 25 - February 12, 2027 |
| Last Day to Submit Notice of Intent to Protest | February 16, 2027 |
| Last Day to Protest | February 19, 2027 |
| CPA Response to Protest | February 26, 2027 |
| Anticipated Presentation to the Board for Approval and Execution of Contract | March 4, 2027 |
| Anticipated Commencement of Work | March 8, 2027 |

### 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 sstone@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on November 12, 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 November 19, 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 December 17, 2026. Please include "PROPOSAL FOR LCFS CREDIT BROKERAGE 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.

As a courtesy, CPA intends to acknowledge by email its receipt of each proposal submitted to contracting@cleanpoweralliance.org. Any such acknowledgment confirms only that CPA received a transmission and is not a determination that the proposal was timely, complete, or responsive, does not constitute acceptance of the proposal, and does not waive any defect.

A Proposer that has not received an acknowledgment within two (2) business days following the submission deadline must promptly notify CPA at contracting@cleanpoweralliance.org. CPA's failure to send, or a Proposer's failure to receive, an acknowledgment does not establish whether CPA received a proposal, does not extend the submission deadline, and does not relieve the Proposer of its sole responsibility under this Section to ensure that its proposal is received before the submission deadline.

**6.4. Proposal Evaluation Criteria**

Proposals will be evaluated in accordance with the evaluation criteria set forth below.

Pricing evaluation. CPA will score pricing using the scenario and method set forth in Attachment F, Section F.6. The Proposer with the lowest total cost to CPA under that scenario will receive the maximum pricing points; other Proposers will receive points in proportion to the lowest total cost divided by the Proposer's total cost. If interviews are conducted, CPA will request a best and final offer ("BAFO") on Attachment F from each interviewed Proposer and will score the BAFOs using the same method, comparing only the interviewed Proposers; that score is used for the pricing criterion in the Interview Evaluation Criteria. If an interviewed Proposer does not submit a BAFO, its original Attachment F will be scored.

<table>
<tr><th colspan="3">Proposal Evaluation Criteria</th></tr>
<tr><th>Proposal Evaluation Criteria</th><th>Proposal Criteria Weight</th><th>Final Score Weight</th></tr>
<tr><td>Proposer's qualifications and experience, including references (see Section 3).</td><td>25%</td><td rowspan="3">50%*</td></tr>
<tr><td>Proposer's ability to provide the Contemplated Scope of Services identified in Attachment A.</td><td>25%</td></tr>
<tr><td>Proposer's Pricing (see Section 5 and Attachment F)</td><td>50%</td></tr>
<tr><td colspan="3">The Proposal Evaluation Criteria scoring will determine which Proposers are selected for interviews, if interviews are conducted.</td></tr>
<tr><td colspan="3">*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.</td></tr>
</table>

| Interview Evaluation Criteria (If Applicable) | | |
|---|---|---|
| **Interview Evaluation Criteria** | **Interview Criteria Weight** | **Final Score Weight** |
| Proposer's qualifications and experience (*see* Section 3). | 20% | 50%* |
| Proposer's ability to provide the Contemplated Scope of Services identified in **Attachment A**. | 30% | |
| Proposer's Pricing, including any BAFO (*see* Section 5 and **Attachment F**) | 50% | |
| *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 the required services, 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. In addition to the BAFO requested from interviewed Proposers under Section 6.4, CPA reserves the right, at its sole discretion, to request a 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. As part of contract negotiations, the selected Proposer will be required to provide audited financial statements for its two (2) most recent fiscal years or, if audited statements are not available, reviewed or compiled financial statements, for CPA's credit review. Payment terms, remittance requirements, and any security requirements, such as a security deposit or other credit support, will be subject to the results of that review. If the selected Proposer does not provide financial information acceptable to CPA, CPA may end negotiations and proceed with the next qualified Proposer. 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 February 16, 2027, 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 February 19, 2027, 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. If a teaming arrangement is being proposed, identify the tasks each teaming partner or subcontractor will perform and confirm that their costs are included in the Commission and charges in Attachment F.

7.1.3. Proposer's completed Attachment F (Pricing Form), submitted as a separate document, including any alternative pricing proposal .

7.1.4. Proposals must address Tasks 1 through 5 identified in Attachment A, including pricing for Task 5 in Attachment F. Task 5 will be performed only upon CPA's written request.

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**.

7.1.8. A description of how Proposer safeguards client funds it receives and holds, including: (a) whether Proposer maintains commercial crime or fidelity insurance (such as employee dishonesty, computer fraud, and funds transfer fraud coverage) and, if so, the carrier, coverage limits, and whether the policy covers third-party or client funds; (b) how client sale proceeds are held, reconciled, and remitted, including whether they are kept in segregated or trust accounts; and (c) any losses of client funds, or related claims, in the past five (5) years.

## 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 sstone@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 F** – Pricing Form

# ATTACHMENT A

# SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of LCFS data collection, credit brokerage, REC procurement support (at CPA's election), reporting, and compliance activities and that include, but are not limited to, the following:

**Task #1: Administration**

Coordinate with CPA staff and report on progress and outcomes of LCFS services.

1. Coordination meetings.
   1.1. Hold a kickoff meeting with CPA staff no more than 10 days after contract execution to discuss roles and responsibilities, describe and confirm the process and data flows, detail set up needs and identify next steps. Provide an agenda in advance of the meeting and summary notes and action items within one (1) business day after the meeting.
   1.2. Hold monthly meetings with CPA to review progress and address questions. Discussion topics can include setup needs and next steps, process and updates related to collecting required data, and net proceeds strategy. Provide an agenda in advance of each meeting and summary notes and action items within one (1) business day after the meeting. Meeting cadence may be adjusted based on the needs of the LCFS Services and with approval by CPA staff.
   1.3. Hold meetings as needed to discuss status, changes, recommendations, or reporting.
   1.4. Hold annual review meetings with CPA staff to provide updates on key contractual and LCFS Services goals, discuss strategies to improve success and identify opportunities and risks to implementation. Provide an agenda one week in advance of each meeting and summary notes and action items within one (1) business day after the meeting.
2. LCFS Services reporting.
   2.1. Regular reporting. At a cadence defined by CPA and Proposer, but no less frequent than monthly, provide regular reports on anticipated and actual LCFS credit generation and sales, and changes in the number of EV Chargers or vehicles from which data is being collected, with a narrative summary. As used in this Attachment A, "EV Charger" means electric vehicle supply equipment ("EVSE") of any power level, including Level 1 outlets, Level 2 chargers, and DC fast chargers
      2.1.1. Coordinate with CPA to provide reports in a format that can integrate into CPA's internal metrics dashboard, including but not limited to the credits per charger or vehicle and kWh per session per EV Charger or vehicle. Reports

shall be delivered in a machine-readable format (CSV file or API) with a field list and data dictionary agreed with CPA staff.

2.2. Annual reports. Provide a report to review annual progress at the end of each contract year. The annual report shall include:
  2.2.1. An executive summary.
  2.2.2. Achievements to date and progress to goals.
  2.2.3. Lessons learned and recommendations for improvement.
  2.2.4. Other topics to be determined in collaboration with CPA staff.

2.3. Final report. Provide a final report of achievements and impacts for public use. The report format will include an executive summary, challenges encountered, lessons learned, best practices, and a summary of total cost and impacts. A final outline of topics to include will be developed in coordination with CPA staff.

Task #1 Anticipated Deliverables:

1. Participation in kickoff meetings, coordination meetings, and annual review meetings.
   1.1. Meeting agendas and notes.
2. Regular reporting, annual reports, and final report with presentation. Annual and final reports will include an outline and at least one (1) draft for review by CPA staff.

Timeline for Task #1:

1. Kickoff meeting will be held no more than 10 days after contract execution.
   1.1. Coordination meetings will be held monthly during setup, and at an agreed upon cadence during implementation of services.
   1.2. Annual review meetings will be held every 12 months.
2. Regular reporting will be delivered at least monthly, or as needed to meet program goals.
3. Annual report will be due no less than fifteen (15) business days prior to the end of each contract year, or as mutually determined. Final report and presentation materials due no later than 30 days after the last CARB quarterly filing deadline under the contract has passed.

**Task #2: LCFS Implementation and Advising**

Undertake the activities required to register EV Chargers, broker credits, purchase and transfer RECs, and advise CPA on strategies to maximize net proceeds. At CPA's election, RECs will either be supplied from CPA's Western Renewable Energy Generation Information System ("WREGIS") account or procured by the Proposer under item 2 below. In either case, the Proposer will coordinate REC retirement with CPA, obtain the WREGIS retirement documentation, and handle the CARB LRT-CBTS credit generation process. All Credits will be generated in and held by a CPA-owned account, with the Proposer acting as CPA's account

administrator and agent. No purchase of RECs or sale of credits may take place without CPA's advance written permission.

1. Conduct all initial registration with the CARB LCFS Alternative Fuel Portal ("AFP"), including:
   1.1. Acting as the AFP Account Administrator on behalf of CPA
   1.2. Establish CPA as the registered owner of all LCFS credits generated under this Agreement; at no time shall title to CPA's Credits transfer to the Proposer or any third party without CPA's prior written approval.
   1.3. Any other initial registration or setup procedures required by CARB for the LCFS program, for any pathway that CPA will pursue (including, but not limited to, the Dispensed Fueling Pathway and the Zero Emission Vehicle ("ZEV") Fueling Infrastructure Pathway).
2. Purchase and transfer RECs to CPA WREGIS account, if required and as directed by CPA, to obtain the best possible value for LCFS credits. Consistent with the advance written permission required above, each REC purchase request shall include a projection showing positive Net Proceeds. Proposer shall ensure RECs used for LCFS are not also claimed toward any other program or disclosure, including CPA's RPS compliance or Power Content Label, consistent with CARB requirements and CPA's direction.
   2.1. Provide CARB with required REC retirement documentation necessary to obtain LCFS credits on an ongoing quarterly basis, including:
      2.1.1. Obtain WREGIS REC retirement documentation on a quarterly basis, as directed by CPA.
      2.1.2. Submit WREGIS REC retirement documentation to the LCFS Reporting Tool ("LRT") and Credit Bank and Transfer System ("CBTS"), per CARB's quarterly reporting schedule, formatting, and all other requirements.
3. Provide brokerage services.
   3.1. Facilitate all marketing and sale of credits to the market, optimizing for trading strategy objectives as determined in conjunction with CPA. Proposer shall negotiate in good faith and use commercially reasonable efforts to maximize the value of such transactions. No sale may occur without CPA's advance written permission, given through written sale instructions (including any floor price, volume, and timing). Proposer shall disclose in advance any buyer that is an affiliate of the Proposer or trades for the Proposer's own account and shall not sell to such a buyer without CPA's prior written consent. Proposer shall report each sale against CARB's published average Credit price for the same period.
   3.2. Notify CPA of sales transaction confirmation, including details of the transaction (e.g., credit volume, price, purchaser(s)).
   3.3. Register sales information in the CARB LRT-CBTS, per CARB requirements.
4. Remit Net Proceeds (as defined in Attachment F) to CPA with a settlement statement for each Transaction, via a method determined in coordination with CPA staff.

5. Advise CPA staff on best practices regarding collecting required data, credit generation opportunities for different pathways, selling credits, utilizing credits, or otherwise participating in the LCFS program. Best practices include, but are not limited to, developing cost and net proceeds projections when considering changes to CPA's approach. Advise on REC strategy for CPA, as requested.
    5.1. Advising as requested by CPA on options for collecting LCFS credits from new and ongoing programs, including metered data from telematics and metered data from residential, non-residential, and off-road EV charging stations. Proposer will work with CPA and CARB staff as necessary to explore other data collection opportunities.
    5.2. Coordinate with CPA staff on quarterly credit reporting strategy, including advising on anticipated net proceeds considering current and projected REC and LCFS credit prices. In no event will the purchase of RECs and/or the sale of credits result in a negative Net Proceeds to CPA.

Task #2 Anticipated Deliverables:

1. Registration activities as required by CARB.
2. Purchase and transferring of RECs.
3. Sale of LCFS credits, and associated reports to CPA and CARB.
4. Remittance of Net Proceeds, with a settlement statement for each Transaction.
5. Advising services, including cost and net proceeds projections.

Timeline for Task #2:

1. Registration should commence as soon as possible after any agreement with an EV or EV Charger owner is finalized
2. Purchase and transferring of RECs shall occur on a timeline agreed upon by CPA and as required by CARB
3. Sale of LCFS credits will take place per CPA-approved sale instructions; CPA may elect to hold (bank) Credits.
4. Net Proceeds will be remitted to CPA no later than fifteen (15) business days after receipt of buyer payment.
5. Advising services will be provided on an ongoing basis.

**Task #3: Data Collection, External Reporting, and Compliance**

Collect relevant data for CPA to participate in the LCFS program and complete all required reporting and compliance activities.

1. Project data collection. Collect all data required for CPA to register EV Chargers, report on credits, and meet any other LCFS requirements.
    1.1. Create the necessary processes and external relationships, and draft and administer the agreements (with CPA as the contracting party, subject to CPA legal review),

needed to collect required data. Data shall include, but are not limited to, VINs required for residential metered charging at multifamily properties.

1.2. Work with CPA staff to collect data from active programs and plan for inclusion of relevant future programs. Planning shall include, but is not limited to, utilizing the appropriate internal and external systems to access and download the charging session data.

1.3. Develop standard operating procedures to document the processes required to collect data, purchase and transfer RECs, and generate and sell credits.

1.4. Manage and maintain all data in accordance with CPA's Privacy Policy and the requirements set forth in CPUC Decision D. 12-08-045, and Attachment D (Data Protection Requirements). Proposer shall collect only the data needed for LCFS participation, shall not sell any CPA customer data, shall not use CPA customer data for any other purpose, and shall return or destroy all CPA data at closeout.

2. Reporting to CARB and any other applicable regulatory authority. Proposer will complete all reporting necessary to support CPA's participation in CARB's LCFS program.

2.1. Proposer will complete or support all required regulatory filings for CPA's participation in the LCFS program, including acting as the LRT-CBTS Account Administrator on behalf of CPA

2.1.1. Submit EV charging data to the LRT-CBTS, per CARB's quarterly reporting schedule, formatting, and other requirements.

2.1.2. Prepare and submit all required annual CARB reporting requirements, including the annual credit generation report and the Alternate Fuel Pathway annual report.

2.1.3. Register trading information in the CARB LRT-CBTS, per CARB requirements.

2.1.4. Proposer will maintain all required records for CPA's participation in the LCFS program. Should CPA elect not to participate in LCFS credit generation or reporting, do not report activity for the relevant quarter.

3. Compliance. Proposer will maintain knowledge of requirements to participate in the LCFS program and will ensure ongoing compliance with any requirements.

3.1. Proposer will share documentation of compliance activities, incorporating relevant CPA leadership into review/approval of materials filed for compliance, and perform record keeping consistent with CPA standards.

3.2. Proposer shall make CPA whole for the value of any Credits lost or invalidated due to the Proposer's late or inaccurate filings.

3.3. Proposer shall promptly notify CPA if CPA is required engage a CARB - certified third-party verification provider ("Verifier") to maintain compliance with CARB third-party verification requirements, pursuant to section 95500 of the LCFS Regulations.

<u>Task #3 Anticipated Deliverables</u>:

1. Data collection.
2. Standard operating procedures document.

3. Reports submitted to CARB.
4. Compliance activities and documentation.

Timeline for Task #3:

1. Data collection begins 15 days after contract execution, and is ongoing.
2. All reporting activities should be completed as required prior to CARB deadlines.
3. The draft standard operating procedures document should be delivered to CPA no later than 20 days after contract execution. The final document is due 5 days after comments have been provided by CPA.
4. Compliance activities will be ongoing as needed.

**Task #4: Closeout or Transition Services**

Perform the following closeout or transition services.

1. LCFS Services closeout.
   1.1. If required by CPA, develop and deliver a closeout plan that documents the steps to close out Proposer's services, in coordination with CPA staff.
   1.2. Undertake closeout activities.
2. Transition plan.
   2.1. If required by CPA, develop and deliver a transition plan that documents the steps to transition to a new service provider, if applicable.
   2.2. Undertake transition activities as described in the transition plan, which will include, but are not limited to, the following:
      2.2.1. Transfer all CPA-owned materials in a form usable by CPA or the new provider with the exception of any customer data not permitted to be transferred to CPA under applicable law and regulation.
      2.2.2. Transfer account administrator rights for all CPA LCFS accounts (AFP and LRT-CBTS), registered EV Chargers and vehicles, unsold Credit inventory, and open REC positions to CPA or the new service provider.
      2.2.3. Support transition, as may be reasonably directed by CPA, to new provider
      2.2.4. Cooperate in a commercially reasonable manner with all parties involved in transition.
      2.2.5. Complete or transfer any pending sales, and return or destroy CPA data as required by Attachment D.

Task #4 Anticipated Deliverables:

1. Closeout or transition plan.
2. Closeout or transition services.

Timeline for Task #4:

1. Closeout plan will be requested no later than 120 days prior to the termination of the contract.
    1.1. Closeout plan will be provided ninety (90) days prior to expiration or termination of the contract.
    1.2. Closeout services will be provided beginning ninety (90) days prior to expiration or termination of the contract.
2. The transition plan will be requested by CPA no later than 120 days prior to the termination of the contract.
    2.1. Transition plan will be provided ninety (90) days prior to expiration or termination of the contract.
    2.2. Transition services will be provided beginning ninety (90) days prior to expiration or termination of the contract.
3. In the event of early termination, the closeout or transition plan will be provided no later than thirty (30) days after CPA's notice of termination, and close out or transition services will begin upon CPA's approval of the plan.

**Task #5: Third Party Verification [UPON CPA REQUEST]**

Upon CPA's written request, provide a third-party verification service as required by CARB. A Proposer that does not provide verification services directly may meet this Task by engaging a Verifier; pass-through pricing is acceptable and must be indicated in Attachment F.

1. Independently engage a Verifier to maintain compliance with CARB third-party verification requirements.
2. Coordinate with Verifier and CPA to ensure all compliance requirements are met and adhere to CARB requirements.

Task #5 Anticipated Deliverables:

1. Completed verification by third party Verifier.

Timeline for Task #5:

1. Annually, or as required by CARB.

# 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 and other factors.

* * * * *

## CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

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

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA** ("CPA"), and
[**LEGAL NAME OF CONTRACTOR**] ("Contractor").

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

### RECITALS

**WHEREAS,** CPA may contract with a provider for LCFS credit brokerage Services;

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

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

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

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

### AGREEMENT

**1. Definitions**.

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. "Business Day" means any day except a Saturday, Sunday, any day where CPA's office is closed, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. Pacific time.

1.3. The definition of "Confidential Information" is set forth in paragraph 10.2 of this Agreement.

1.4. "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.

1.5. "CPA Information" shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.

1.6. "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.

1.7. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.

1.8. "Credits" means Low Carbon Fuel Standard ("LCFS") credits issued by the California Air Resources Board ("CARB") for activity registered on CPA's behalf under this Agreement.

1.9. "Commission," "Gross Transaction Value" and "Net Proceeds" have the meanings given in Exhibit C.

1.10. "Services" shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

1.11. "Transaction" means each sale of Credits arranged by Contractor under this Agreement.

**2. <u>Exhibits and Attachments</u>.**

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 –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. <u>Services to be Performed by Contractor</u>.**

In consideration of the compensation set forth 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. <u>Compensation</u>.**

CPA agrees to compensate Contractor as specified in Exhibit C:

4.1. Contractor's compensation for the Services shall consist solely of the Commission and other charges set forth in Exhibit C, which Contractor shall deduct from Gross Transaction Value before remitting Net Proceeds to CPA. Travel, telephone, and all other expenses are included and will not be reimbursed. CPA shall have no obligation to pay Contractor any amount from CPA's own funds.

4.2. No Invoicing. Contractor shall not invoice CPA for the Services. Any fixed or minimum charges listed in Exhibit C shall be deducted from Gross Transaction Value; any such charge that exceeds Gross Transaction Value in a contract year shall be carried forward and deducted from future Transactions, and CPA shall have no obligation to pay it from CPA's own funds.

4.3. Remittance of Net Proceeds. Contractor shall remit Net Proceeds to CPA by electronic funds transfer to an account designated in writing by CPA no later than fifteen (15) Business Days after Contractor's receipt of buyer payment for each Transaction, together with a settlement statement showing Credit volume, sale price, buyer, Gross Transaction Value, Commission, and any REC or other deductions, with supporting buyer confirmations and REC invoices. All proceeds from the sale of Credits are the property of CPA. Contractor shall hold them in trust for CPA in a segregated account and shall not commingle them with its own funds. All payments must be made in U.S. dollars. In any event, all funds held for CPA shall be remitted no later than the last Business Day of each month. Contractor shall provide CPA monthly statements for the segregated account no later than ten (10) Business Days after the end of each month.

4.4. Late Remittance. Net Proceeds not remitted when due shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law until paid, and CPA may suspend sale instructions until all past-due amounts are remitted.

**5. <u>Term</u>.**

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 successive one (1) year terms for a maximum of two additional years (each, a "Renewal Term"), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement ("Renewal Notice").

**6. Termination**.

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, subject to Contractor's close-out and transition obligations in Exhibit A, Task 4.

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. Contractor shall remit to CPA all Net Proceeds then due or later received for Transactions completed before the effective date of expiration or termination, and shall transfer to CPA or its designee, as directed by CPA, all unsold Credits, open REC positions, and account administrator rights.

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. <u>Contract Materials</u>**.

CPA owns all right, title, and interest in and to all CPA Materials, CPA Data, all Credits generated under this Agreement, all RECs purchased for CPA, and all proceeds from the sale of Credits. Contractor acquires no title to any Credits, RECs, or sale proceeds. 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. <u>Payments of Permits/Licenses</u>**.

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. <u>No Recourse Against Constituent Members</u>**.

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 sale instructions and REC purchase approvals 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, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than $1,000,000 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. <u>Indemnification</u>**.

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. Notwithstanding the foregoing, Contractor shall reimburse CPA for the value of any Credits lost or invalidated, and any penalties assessed by CARB or any other governmental entity with respect to the Credits, to the extent caused by Contractor's late or inaccurate filings, errors or omissions, or other failure to perform the Services.

**13. <u>Independent Contractor</u>**.

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. <u>Compliance with Applicable Laws</u>.**

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. <u>Use of Artificial Intelligence</u>.**

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. <u>Nondiscriminatory Employment</u>.**

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 creation. 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 Contractor'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: | contracting@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. <u>Retention of Records and Audit Provision</u>.**

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 and all Transaction records, buyer confirmations, settlement statements, REC invoices, and WREGIS and CARB account records. 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 or deducted, and remit any under-remitted Net Proceeds. 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. <u>Conflict of Interest</u>.**

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.

[Signature Block]

# 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** | David Fu | Councilmember |
| **4. Beverly Hills** | Craig Corman | 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** | Mario Trujillo | 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, 3rd District |
| **16. Lynwood** | Juan Munoz-Guevara | Councilmember |
| **17. Malibu** | Marianne Riggins | Councilmember |
| **18. Manhattan Beach** | Joe Franklin | Councilmember |
| **19. Monrovia** | Edward Belden | Councilmember |
| **20. Moorpark** | Chris Barrett | Councilmember |
| **21. Ojai** | Rachel Lang | Councilmember |
| **22. Oxnard** | Bert Perello | Councilmember |
| **23. Paramount** | Peggy Lemons | Councilmember |
| **24. Port Hueneme** | Laura Hernandez | Councilmember |
| **25. Redondo Beach** | Brad Waller | 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** | Ryyn Schumacher | Councilmember |
| **35. Ventura County** | Vianey Lopez | Supervisor, 5th 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** | Jeremy Wolf<br>Ramiro Adave | Councilmember<br>Staff |
| **2. Alhambra** | Adele Andrade-Stadler<br>Dennis Ahlen | Mayor Pro Tem<br>Staff |
| **3. Arcadia** | Dominic Lazzaretto | Staff |
| **4. Beverly Hills** | Rebecca Pynoos | Councilmember |
| **5. Calabasas** | David Shapiro | Councilmember |
| **6. Camarillo** | Kevin Kildee<br>Tony Trembley | Councilmember<br>Councilmember |
| **7. Carson** | Reata Kulcsar | Staff |
| **8. Claremont** | Jennifer Stark<br>Jeremy Swan | Councilmember<br>Staff |
| **9. Culver City** | Yanni Dimitri<br>Joe Susca<br>Bryan "Bubba" Fish | Staff: PW Director<br>Staff: Sr. Mgmt Analyst<br>Councilmember |
| **10. Downey** | Horacio Ortiz | Councilmember |
| **11. Hawaiian Gardens** | Ramie L. Torres | Staff: Administrative Technician |
| **12. Hawthorne** | Angie Reyes English | Councilmember |
| **13. Hermosa Beach** | Doug Krauss | Staff: Environmental Programs Manager |
| **14. La Cañada Flintridge** | Kim Bowman<br>Daniel Jordan | Mayor Pro Tem<br>City Manager |
| **15. Los Angeles County** | Rita Kampalath<br>Aaron Ordower | Acting Chief Sustainability Officer<br>Environmental Deputy |
| **16. Lynwood** | Gabriela Camacho | Councilmember |
| **17. Malibu** | Steve Uhring | Councilmember |
| **18. Manhattan Beach** | David Lesser | Councilmember |
| **19. Monrovia** | Dylan Feik<br>Lauren Vasquez | City Manager<br>Assistant City Manager |
| **20. Moorpark** | Renee Delgado<br>Roger Pichardo | Councilmember<br>Staff |
| **21. Ojai** | Michelle Ellison<br>Leslie Rule | Public<br>Councilmember |
| **22. Oxnard** | Kathleen Mallory | Environmental Services Manager |
| **23. Paramount** | Michelle Muller | Public Works Manager |
| **24. Port Hueneme** | Chadwick Castle | Councilmember |
| **25. Redondo Beach** | Jeannie Naughton<br>Steve Zuckerman | Staff<br>Public |
| **26. Rolling Hills Estates** | Gleam Davis<br>Pam O'Connor | Public<br>Public |
| **27. Santa Monica** | Pedro Chavez | Mayor |
| **28. Santa Paula** | James Carlson | Staff |
| **29. Sierra Madre** | Samantha Argabrite | City Manager |
| **30. Simi Valley** | Casey Law<br>Diana Mahmud | Public<br>Public |
| **31. South Pasadena** | William Man | Councilmember |

| | | |
|---|---|---|
| **32. Temple City** | C. Tie Gutierrez | Councilmember |
| **33. Thousand Oaks** | Alex Mangone<br>Joe Yahner | Councilmember<br>Staff |
| **34. City of Ventura** | Steve Uhring | Councilmember |
| **35. Ventura County** | Janice Parvin | Supervisor, 4th District |
| **36. West Hollywood** | Chelsea Byers<br>Francisco Contreras | Councilmember<br>Planning Manager |
| **37. Westlake Village** | Susan McSweeney<br>Rob de Geus<br>Kristopher Galvez | Councilmember<br>City Manager<br>Staff |
| **38. Whittier** | Ana (Vicky) Santana<br>Yahaera Oropeza | Councilmember<br>Management Analyst |

# ATTACHMENT F

# PRICING FORM

Proposers must complete this Pricing Form and submit it as a separate document with the proposal (see Section 7.1.3). Enter 0 where a charge does not apply. Charges not listed in this form will not be paid. Travel, telephone, and all other expenses are included in the Commission and the charges below and will not be billed separately. The completed form will be incorporated into the final agreement as Exhibit C (Compensation).

**F.1 Definitions**

"Gross Transaction Value" means the number of Credits sold in a Transaction multiplied by the sale price per Credit.

"Commission" means the percentage of Gross Transaction Value retained by the Proposer under the tiered schedule in Table F-1.

"Net Proceeds" means Gross Transaction Value less the Commission and any REC costs and other charges authorized in Table F-2. Net Proceeds are the amount remitted to CPA.

"Credits" and "Transaction" have the meanings given in Section 1 of the RFP.

**F.2 Commission on Credit Sales**

The Commission follows the tiered schedule in Table F-1, based on the cumulative number of Credits sold under the Agreement. Tier breakpoints are set by CPA. Proposers enter a Commission percentage for each tier and state whether tiers reset at any renewal.

Table F-1: Commission on Credit Sales

| **Cumulative Credits Sold Under the Agreement** | **Proposer Commission (% of Gross Transaction Value)** |
|---|---|
| Tier 1: 0 – 1,000 Credits | *[Enter %]* |
| Tier 2: 1,001 – 3,000 Credits | *[Enter %]* |
| Tier 3: 3,001 – 5,000 Credits | *[Enter %]* |
| Tier 4: above 5,000 Credits | *[Enter %]* |
| Do tiers reset at renewal? | *[Yes / No]* |

**F.3 All Other Charges**

Enter every other charge the Proposer will deduct from Gross Transaction Value. Where REC costs are passed through, the Proposer must provide supplier invoices and WREGIS documentation with each settlement statement.

| Table F-2: All Other Charges (enter 0 if none) | |
|---|---|
| **Item (basis)** | **Proposer Entry** |
| Minimum fee per Cr Minimum Commission per Credit (USD per Credit): the Commission on each Credit sold is the greater of the tier percentage × sale price or this amount; not charged in addition to the Commission edit (USD per Credit) | *[Enter value or 0]* |
| REC procurement price basis (pass-through at cost, percentage of REC cost, or fixed USD per MWh) | *[Select and enter]* |
| Task 5 verifier cost, if requested by CPA (pass-through with estimated annual cost, or fixed USD per year) | *[Select and enter]* |
| Any other fee (describe) | *[Describe or "None"]* |

### F.4 Alternative Pricing Proposal (Optional)

A Proposer may submit one (1) alternative pricing structure (for example, a fixed fee per Credit, or a guaranteed floor price or forward purchase), described in no more than two (2) pages attached to this form. Any alternative pricing proposal will be scored using the scenario in F.6. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

### F.5 Remittance and Settlement

The Proposer will remit Net Proceeds to CPA no later than fifteen (15) business days after receipt of buyer payment for each Transaction, with a settlement statement showing Credit volume, sale price, buyer, Gross Transaction Value, Commission, and any REC or other deductions. CPA may audit sale prices and REC invoices. In any event, all funds held for CPA must be remitted no later than the last business day of each month, and the Proposer must provide CPA monthly statements for the segregated account holding CPA funds.

### F.6 Pricing Evaluation Scenario

CPA will score pricing by calculating each Proposer's total cost to CPA under the scenario in Table F-3, applying all Commission tiers and Table F-2 charges. Total cost equals the Commission on the scenario's Gross Transaction Value in each year, plus any REC costs, plus fixed and minimum fees. The Proposer with the lowest total cost will receive the maximum pricing points; other Proposers will receive points equal to the maximum points multiplied by the lowest total cost divided by the Proposer's total cost. BAFOs requested under Section 6.4 of the RFP must be submitted on this form and will be scored using the same scenario and method.

| Table F-3: Pricing Evaluation Scenario (set by CPA) | | | |
|---|---|---|---|
| **Assumption** | **Contract year 1** | **Contract year 2** | **Contract year 3** |
| Credits Sold | *1,242* | *1,406* | *1,406* |
| MWh | *5,300* | *6,000* | *6,000* |
| Assumed Credit price, all years (USD per Credit) | *$72* | | |
| Assumed annual REC and cost, all years (USD per MWh) | *$3* | | |