

Dear Potential Proposer:

REQUEST FOR PROPOSALS SOLAR MARKETPLACE REFERRAL SERVICES

The Clean Power Alliance of Southern California (“CPA”, or “Clean Power Alliance”) is seeking proposals for the implementation and administration of an online solar marketplace referral service that can assist CPA’s residential and nonresidential electricity customers design the most suitable, cost-effective solar energy system for their homes. In addition to helping customers find the right solar solution for their homes, CPA is seeking proposers that can also evaluate solar installers based on quality of service, experience, and qualifications, and recommend these solar installers to CPA’s customers.

CPA is a Joint Powers Authority (“JPA”) formed for the purpose of administering a Community Choice Aggregation Program (“CCA” or “CCA Program”) in Southern California Edison (“SCE”) territory. SCE is the Investor Owned Utility (“IOU”) that will continue to provide CPA customers with electric transmission and delivery service, while CPA provides retail electric generation service. CPA currently provides retail electric generation service to all residential customers located within its service territory, which includes the unincorporated portions of Los Angeles and Ventura counties and 29 additional cities within the region. CPA is also currently serving all commercial customers located in the unincorporated portion of Los Angeles County and in the cities of South Pasadena and Rolling Hills Estates. It will complete enrollment of all commercial customers throughout its service territory in May of 2019 and plans to enroll all customers of Westlake Village in early 2020.

At full implementation, the thirty-two member jurisdictions within the Clean Power Alliance service territory will represent nearly 3 million residents, one million retail service accounts, making CPA the largest community choice aggregation program in California. Additional background information on the program can be found on our website at www.cleanpoweralliance.org.

Through this Request for Proposals process (“RFP”), CPA is seeking proposals for the services required to: (1) implement and administer an online marketplace referral service, accessible through CPA’s website, that offers solar system design and installation options to residential customers; (2) offer customers professional solar project design; (3) provide independent verification and screening of project installers based on experience, quality of service, and licensing and certifications; (4) provide solar system details, such as type of system, system design, estimated energy generation, estimated energy cost savings, local area solar price comparisons and install dates and financing options; (5) rate solar projects based on competitive pricing, quality of product and fit for customer; and (6) offer residential and non-residential customer support after solar has been installed. CPA is made up of geographically and socioeconomically diverse members and is seeking a diverse pool of service providers.

Responsive proposals *must* address all specified services as described herein.

This RFP will be conducted in accordance with the schedule set forth below. Final selection will be contingent upon CPA Board of Directors authorization.

1. Timetable

The timetable for this RFP is as follows:

Release RFP	March 27, 2019
Deadline for Question Submittal	April 1, 2019
Responses to Questions Released	April 8, 2019
Proposals Due	April 15, 2019
Selection Process Final	April 22, 2019
Begin Contract Negotiations	April 26, 2019
Contract Approval by CPA Board	May 2, 2019
Execution of Contract	By May 3, 2019
Commencement of Work	May 6, 2019
Marketplace Launch	June 24, 2019

2. Proposer Questions

Proposers may submit questions regarding this RFP by email to Ted Tardif ttardif@cleanpoweralliance.org. All questions must be received by 5:00 pm Pacific Time on **Wednesday, April 1, 2019**. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. 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 proposers or, due to unclear instructions, may result in CPA not receiving the best possible responses from proposer.

3. Proposal Submission

The final proposal should be submitted by email to ttardif@cleanpoweralliance.org by 5:00 pm Pacific Time on **Tuesday, April 15, 2019**. Please include the subject line "PROPOSAL FOR SOLAR MARKETPLACE REFERRAL SERVICES."

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

4. Proposal Evaluation and Criteria

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at CPA's sole judgment and their judgment shall be final. Proposals will be evaluated using the following criteria:

- *Proposer's Qualifications (40%)*

Proposer will be evaluated on their experience, knowledge, financial viability, capability, and capacity to perform the required services based on information provided in the proposal. Operational experience of the proposer's organization and subcontractors, and of key personnel, including similar services, number of

times the firm has provided the same or substantially similar services, years of experience and volume of energy supplied, experience providing similar services in California, and experience and familiarity with California behind-the-meter solar programs and rates.

Proposer and any subcontractors will be evaluated on the verification of references of the proposal. In addition to the references provided, a review of terminated contracts will be conducted which may result in point deductions.

- *Proposer's Approach to Providing Required Services (30%)*

The proposer will be evaluated on the description of the approach to meeting CPA's requirements based on information provided in the proposal.

- *Proposer's Approach to Providing "Additional Services" not specifically requested as part of the Statement of Work (5%)*

Proposer will be evaluated on any recommended additional services that are not specifically requested in the Statement of Work but that would improve the overall quality of the services sought. Innovative ideas and techniques that the proposer feels may benefit CPA may be included in this section.

- *Cost Proposal Evaluation Criteria (25%)*

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded proportionally.

Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions and the Statement of Work. CPA may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive. Proposers are further notified that CPA may disqualify any proposer with whom CPA cannot satisfactorily negotiate a contract.

5. Selection Process

CPA reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal. The selection process will begin immediately following the proposal submission deadline.

Evaluation of the proposals will be made by an Evaluation Team selected by CPA. The Team will evaluate the proposals and will use the evaluation approach to select a prospective contractor. All proposals will be evaluated based on the criteria listed in Attachment A. All proposals will be scored and ranked in numerical sequence from high to low.

After a proposer has been selected, CPA and the prospective contractor will negotiate a contract for execution by CPA. 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.

6. 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, 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 shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFP at a future date.

7. Confidentiality and Public Records

Responses to this solicitation shall become the exclusive property of CPA. CPA is subject to the California Public Records Act (CPRA). The recommended proposer's proposal will become a matter of public record when contract negotiations are complete and CPA receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer or when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly

marked by the proposer as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law. In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

8. 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.

Pursuant to Government Code 84308, you or your agent are prohibited from making a campaign contribution of more than \$250 to any Director of the CPA Board while this solicitation is pending and three (3) months after the Board takes action on any contract arising from this RFP. **You must disclose any campaign contributions to any Director of the CPA Board that you or your agent have made in the 12 months preceding this RFP to that Director.** If a campaign contribution in violation of Section 84308 is discovered, CPA shall, in its sole discretion, disqualify your proposal from further consideration.

You may not contact or receive information outside of this RFP process. If it is discovered that the proposer contacted and received information from any CPA personnel, CPA Director, or panel selection members other than the person specified above, 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:

Ted Tardif
Clean Power Alliance
ttardif@cleanpoweralliance.org

Thank you for your interest in doing business with Clean Power Alliance of Southern California.

Sincerely,
TED BARDACKE,

Executive Director
Clean Power Alliance of
Southern California

ATTACHMENTS

- Attachment A – Statement of Work
- Attachment B – Format of the Proposal
- Attachment C – Sample Contract
- Attachment D – Prospective Contractor References
- Attachment E – Prospective Contractor List of Contracts
- Attachment F – Prospective Contractor List of Terminated Contracts

ATTACHMENT A

STATEMENT OF WORK

I. Scope of Work:

Under the direction of the Clean Power Alliance Project Manager, Provider may perform **some or all** of the following services:

1. **Implementation and Administration of an Online Solar Marketplace Referral Service**
 - a. Support CPA staff in the implementation of an online solar referral service platform that provides CPA residential and nonresidential customers with (i) solar system design and (ii) solar system installation options for their homes and businesses.
 - b. Once the solar system design is complete, the referral platform should allow CPA customers to receive competitive bids from the provider's network of installers and select from those bids.
2. **Professional Design of the Solar Projects**
 - a. The provider must be able to provide CPA customers with professional solar system design.
 - b. The provider must offer customer support services that can answer questions CPA customers may have regarding their solar project design and installation.
 - c. The provider must offer a research section on their platform that allows CPA customers to learn more about solar energy and solar system options, including accurate rate and cost savings information.
3. **Evaluation and Selection of Solar Installers**
 - a. The provider must demonstrate its process for vetting and rating their network of solar system installers based on reputation, service quality, years of industry experience, and licenses and certifications.
 - b. The provider's referral platform should allow for easy comparisons among solar installers' details and should allow customers to pick the best contractor for their solar project.
4. **Solar System Design and Bid Results**
 - a. The online solar referral service platform results should provide customers with extensive details regarding their proposed system design, such as size, type of system, system warranty, estimated energy generation of system, estimated energy cost savings and any comparisons of project pricing in the local area.
 - b. The solar installer bids should provide competitive quotes, labor warranty information, install dates, financing options and any available rebates.
5. **Standardized Ratings for Design and Installers**
 - a. The online solar marketplace referral platform should provide a standardized rating system for both (i) the solar system design and (ii) the solar system installers who have bid on projects and the rating system

should be straightforward.

- b. The standardized ratings should be based on quality of product, competitive pricing, and solar system fit for customer.

6. Customer Support for Installed Systems

- a. After the solar system installation, the provider must offer ongoing customer service support regarding system operation, production, and installation and system warranty information.
- b. The provider will provide both online and phone customer support options to residential and nonresidential customers after solar has been installed.

Term of the Agreement:

The anticipated duration of the agreement will be for up to one (1) year, with the term of agreement tentatively commencing on May 3, 2019. CPA intends to implement initial program offerings by June 24, 2019.

ATTACHMENT B FORMAT OF THE PROPOSAL

Proposals must include all the sections and subsections listed below:

I. Introduction and Executive Summary

Briefly describe the provider's firm/company, its organizational structure, key personnel, and operations. Identify and provide similar information for any third-parties or subcontractors that would be relied upon to provide the proposed services.

II. Financial, Technical, and Operational Qualifications

Demonstrate that the proposer's organization has the experience and capability to perform the required services. The following sections must be included:

- ***Proposer's Financial Viability***

Demonstrate the proposer's financial viability. Include supporting financial statements and credit reports. Proposals must include audited financial statements from the prior two years of operations. If available, proposals should also include a credit rating from Standard & Poor's, Moody's, or Fitch Investor Services from the most recent rating agency report.

- ***Proposer's Background and Operational Experience***

Demonstrate the proposer's qualifications and experience in providing the proposed services, including the qualifications and experience of any proposed subcontractors. Provide a summary of relevant background information to demonstrate that the proposer and any subcontractors have the capability to perform the required services as a corporation or other entity. Provide specific information about projects of similar scope and scale to the Clean Power Alliance program.

Provide background information including a resume or curriculum vitae for each key staff member that would be assigned to the project. Describe their roles on the project and the previous education and experience they have that would prepare them for these roles.

- ***Proposer's References***

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both *Attachment D - Prospective Contractor References* and *Attachment E - Prospective Contractor List of Contracts*.

1. CPA may disqualify a proposer as non-responsive and/or non-responsible if:
 - a) References fail to substantiate proposer's description of the services provided; or
 - b) References fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel; or
 - c) CPA is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.
2. The proposer must complete and include the following Required Forms:
 - a) *Attachment D - Prospective Contractor References*. Proposer must provide three (3) references where the same or similar scope of services was provided.
 - b) *Attachment E - Prospective Contractor List of Contracts*. The listing must include all Public Entities and Investor Owned Utility contracts for the last three (3) years. Use additional sheets if necessary.
 - c) *Attachment F - Prospective Contractor List of Terminated Contracts*. Listing must include all contracts terminated within the past three (3) years with a reason for termination and contract officer's contact information.

III. Proposer's Approach to Provide Required Services

Present a description of proposer's approach to providing the services to CPA. Describe in detail how the services will be performed to meet the requirements in the SOW. This section must include a description of how the proposer will address:

- Implementation and Administration of an Online Solar Marketplace Referral Service
- Professional Design of the Solar Projects
- Evaluation and Selection of Solar Installers
- Solar System Design and Bid Results
- Standardized Ratings for Design and Installers
- Customer Support for Installed Systems

IV. Acceptance of/ or Exceptions to Terms and Conditions in the Contract, and Requirements of the Statement of Work (SOW):

It is the duty of every proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is CPA's expectation that in submitting a proposal the proposers will accept, as stated, CPA's terms and conditions in the Contract and CPA's requirements in the Statement of Work. However,

the proposers are provided the opportunity to propose modifications and potential additions to CPA's terms, conditions, and requirements during contract negotiations.

This section of proposer's response must include:

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in *Attachment C – Sample Contract*.
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in *Attachment A - Statement of Work*.

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the proposer's price.

Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. CPA relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at CPA's sole discretion, from later making such exceptions.

CPA reserves the right to determine if proposers' additions and modifications are material enough to deem the proposal non-responsive and not subject to further evaluation. Proposer should distinguish between suggested additions and modifications and required additions and modifications.

CPA reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion. CPA reserves the right to make changes to the Statement of Work during negotiations with the selected proposer.

V. Cost Proposal

Proposers shall submit a cost proposal for completing all of the items in the SOW. CPA does not have a preferred pricing structure for this proposal. Pricing structure should be flexible to accommodate part or all of the SOW. The cost proposal should also describe any revenue-sharing opportunities with CPA.

Attachment C – Sample Contract

Attached is a sample CPA Agreement that will be negotiated between the CPA and selected Proposer. Additional terms and conditions will be incorporated dependent on the proposal provided by the selected Proposer.

Clean Power Alliance of Southern California

This _____ Agreement (this "Agreement") dated and effective as of _____ (the "Effective Date"), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA,

_____ ("Consultant").

CPA and Consultant 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 independent contractors for the furnishing of data management services to or for CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Consultant shall provide to the CPA.

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

AGREEMENT

1. Exhibits and Attachments

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

Exhibit A - Description of Services
Exhibit B - Payments and Rates
Exhibit C –
Exhibit D –

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.

2. Services to be Performed by Contractor.

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in the Description of Services set forth in Exhibit A ("Services"). As provided by Exhibit B, Contractor

shall perform the Services described in Exhibit A but will not invoice CPA nor will CPA owe payments to Contractor sooner than sixty (60) calendar days following the date on which the first CPA customer meter becomes active ("Meter Activation Date").

3. Payments

CPA agrees to compensate Consultant as follows:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A. CPA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Contractor shall not invoice CPA nor will CPA owe payments to Contractor sooner than sixty (60) calendar days following the Meter Activation Date.
- b. Unless otherwise indicated in Exhibit B, Contractor shall invoice CPA monthly for all fees related to Services performed during the previous month, or two months in the case of the first and second months' invoices. Payments shall be due within thirty (30) calendar days after the date of invoice. All payments must be made in U.S. dollars.

4. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from the Effective Date through _____ ("Initial Term").

5. Termination

- a. **Termination for Default.** Party defaults in the observance or performance by a Party of any such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues uncured for thirty (30) Business Days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement, provided, however, that for such events which require more than thirty (30) business days to cure, then the defaulting Party shall have such additional time as may reasonably be required to effect such cure provided that the defaulting Party diligently and continuously pursues such cure; or (iii) either Party makes an assignment or any general arrangement for the benefit of creditors or files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced) or is unable to pay its debts as they fall due.
- b. **Effect of Termination.** Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services hereunder; (ii) any and all payment obligations of CPA under this Agreement will become due immediately; and (iii) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession. Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA as described in Section 5 below to ensure a prompt and efficient transfer of all data, documents and other materials to CPA or a new service provider in a manner such as to minimize the impact of expiration or termination

on CPA's customers. CPA agrees to pay Contractor compensation for Services performed in connection of such transfer, to the extent not contemplated in the Agreement.

c. Transition at Time of Termination or Expiry

- i. In the event of termination or expiry of this Agreement, in whole or in part, Contractor and CPA shall, subject to the other terms of this Section 5, take commercially reasonable steps sufficient to ensure the orderly and effective transition of Services to CPA and/or a successor contractor ("Transition Assistance").
- ii. All references in this Section 5 to termination or expiry shall include partial and complete termination or expiry, cancellation or cessation unless the context otherwise requires. In relation to any partial termination or expiry, the provisions of this Section 5 shall apply only to those parts of the Services subject to such partial termination or expiry.
- iii. Each reference to an obligation of Contractor under this Section 5 shall be deemed to include an obligation on Contractor to require all relevant sub-contractors to comply with such obligation.

d. Transition Assistance Period

The "Transition Assistance Period" means a period of such duration as is determined by CPA in consultation with Contractor but in no event longer than one hundred eighty (180) calendar days commencing on the earlier of:

- i. service of notice to terminate this Agreement;
- ii. in case of a repudiatory breach of this Agreement, the date on which the non-defaulting party accepts such repudiatory breach as terminating this Agreement; or
- iii. the expiry of the Initial Term or any Renewal Term (as the case may be).

e. Transition Assistance Election

During the Transition Assistance Period, Services will be discontinued or transitioned to CPA or a successor contractor at CPA's discretion and such transition shall then be performed in accordance with the Transition Plan required by subsection 5(f) below and with this Section 5. All applicable terms, conditions and specifications of this Agreement will remain in effect during the Transition Assistance Period (including but not limited to rates and charges, discounts, credits, waivers, service levels and key personnel) unless otherwise set forth in the Transition Plan.

f. Transition Assistance Planning

Promptly following the commencement of the Transition Assistance Period (and in any event within fourteen (14) calendar days of notice by either Party), or earlier at the request of CPA

in consultation with Contractor, Contractor shall develop, together with CPA, a written transition assistance plan specifying in detail all activities, and the corresponding timing of such activities, necessary to facilitate an orderly and effective transition of Services ("Transition Plan"). The Transition Plan shall include detailed language describing how Contractor will satisfy the specific obligations described in subsection 5(i) below. The Transition Plan will also include all applicable fees requested by Contractor for provision of the Transition Services.

g. Transition Assistance Obligations for Call Center Services

The Transition Assistance provided by Contractor for terminated or expired Call Center Services during the Transition Assistance Period shall include the following services at no additional charge to CPA (unless otherwise agreed in the Transition Assistance Plan):

- i. providing CPA or its designees with all proprietary information (including personally identifiable information, whether provided by CPA or SCE), materials and documents, electronic or otherwise, provided by CPA to Contractor in connection with this Agreement ("CPA Information") and CPA Data, defined below, in Contractor's possession in a format mutually agreed by the Parties, as well any additional documentation relating to the Call Center Services which Contractor believes may be necessary or useful to enable the orderly and effective transition of such Call Center Services to CPA and/or a successor contractor;
- ii. following consultation with Contractor, allowing CPA to observe Contractor's provision of the Call Center Services;
- iii. providing CPA and/or a successor contractor with reasonable access to relevant Contractor staff in order to facilitate knowledge transfer related to the provision of the Call Center Services, which may include explanations from such staff who provided the Call Center Services, the manner of their provision and reasonably related documentation and providing answers to reasonable questions from CPA on the same;
- iv. Contractor shall provide Transition Assistance in such a manner as to facilitate the uninterrupted performance of the Call Center Services either by CPA or a successor contractor.

h. Transition Assistance Obligations for Data Manager Services

Contractor shall provide to CPA all any and all data created by Contractor for CPA in the performance of the Services pursuant to this Agreement ("CPA Data") and CPA Materials, in a format or formats acceptable to CPA, and will cooperate with CPA to provide other information reasonably requested by CPA in connection with the transition of the Data Manager Services to CPA or a successor contractor in order to facilitate the transition of the Data Manager Services.

6. 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 contract materials if permitted by law.

7. 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.

8. Relationship of Parties

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 constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant 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.

9. Confidential Information.

- a. Consultant agrees that Consultant will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information, except to the extent necessary to carry out Consultant's responsibilities as directed or authorized by CPA.
- b. Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Consultant or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Consultant 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 Consultant or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Consultant or its Representatives develop independently without use of or reference to Confidential Information provided by Consultant; or (5) information that is approved for release in writing by Consultant.

10. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA. 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. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Consultant's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Consultant of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

(a) General Liability

The Consultant shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000) with a two million dollar (\$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.

(b) Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

(c) Workers' Compensation

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

(d) Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Consultant shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Consultant has segregated amounts in

a special insurance reserve fund or Consultant's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Consultant 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.

11. Indemnification

Consultant agrees to indemnify 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 Consultant's performance of this Agreement. Consultant further agrees to indemnify, and save harmless Company 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 Company may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Consultant's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Consultant'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.

12. Independent Contractor

- a.** As an independent contractor, Consultant acknowledges that Consultant will not be deemed to be an employee of Company for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Consultant; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Consultant; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Consultant.
- b.** Consultant declares that Consultant 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. Consultant agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

12. Compliance with Applicable Laws

The Consultant shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Agreement.

13. Nondiscriminatory Employment

Consultant and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted subcontractor understands and agrees that Consultant 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.

14. Work Product.

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Consultant for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Consultant may keep file reference copies of all documents prepared for CPA.

15. 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 facsimile to the telephone number listed below or 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:
Address:
Telephone:
Email:

In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Email:

16. 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.

17. Subcontracting

Consultant 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, Consultant acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

18. Retention of Records and Audit Provision

Consultant 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 Consultant's premises or, at CPA's option, Consultant shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Consultant shall refund any monies erroneously charged. Consultant 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.

19. Conflict of Interest

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. The Consultant 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant 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.

20. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant 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.

21. 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.

22. 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.

23. 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.

24. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[Signatures on the following page]

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

Clean Power Alliance of Southern California

By: _____

Title: _____

By: Executive Director

HOA.102231196.1

ATTACHMENT D

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) 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 # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

ATTACHMENT E

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

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

ATTACHMENT F
PROSPECTIVE CONTRACTOR
LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		