



## **REQUEST FOR PROPOSALS (“RFP”) FOR A RESIDENTIAL TIME OF USE (“TOU”) ASSISTIVE TECHNOLOGY PROVIDER**

### **PROJECT SUMMARY AND OBJECTIVES**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals from one or more qualified and experienced technology providers to participate in a customer pilot program that is planned to launch in June 2021. This pilot will test the ability of assistive technology to help residential customers migrating to time-of-use (“TOU”) rates successfully reduce their consumption in response to summer on-peak pricing (“TOU Pilot Program”). CPA anticipates the TOU Pilot Program to include 1,000 – 3,000 of CPA’s TOU eligible residential customers.

The selected Proposer(s) will design, supply, and deploy an assistive technology solution, in conjunction with TOU marketing and educational support provided by CPA, to TOU eligible residential customers. The types of assistive technology considered for the TOU Pilot Program may include, but are not limited to, energy or price monitoring in-home displays, signaling devices, mobile applications, or browser extensions that alert customers to high priced peak TOU periods and/or provide encouragement to use energy during less expensive TOU periods. This is not an exhaustive list of technologies considered, and potential proposers are encouraged to propose emerging technologies.

The TOU Pilot Program is intended to produce data that will help CPA determine whether assistive technology can help customers better optimize their electricity consumption for TOU through behavioral change than they would through price signals alone. The ultimate objective of the TOU Pilot Program is to help CPA determine whether and how to implement an assistive technology program at scale by Summer 2022 to help customers manage costs and ultimately elect to remain on TOU rates in the long term.

Participating TOU Pilot Program customers’ Summer 2021 usage data will be analyzed against usage data from previous years to observe changes in consumption patterns. These customers will also be compared to two alternate groups: a group that receives only enhanced marketing and education, and a group that receives neither assistive technology nor enhanced marketing and education.

This TOU Pilot Program will be a collaborative effort between the selected Proposer(s), CPA, and a third-party consultant hired to administer the study. The selected Proposer(s) in this solicitation will not be eligible to bid as the third-party consultant and will cooperate in the study by providing applicable data and technical support.

### **CLEAN POWER ALLIANCE**

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have joined together to provide cleaner electricity at

competitive rates, offering a choice in electricity service proposer for the first time to over 1 million customers in our region.

## **PROJECT BACKGROUND**

California's Investor-Owned Utilities ("IOUs"), including Southern California Edison Company ("SCE"), have begun transitioning residential customers from flat, tiered rates to default time of use TOU rates as of October 2020, and will continue through 2022 in accordance with State law and CPUC directives. Under SCE's planned TOU implementation, CPA's residential customers will be transitioned to TOU rates as the default for their transmission and delivery service, with certain exceptions. CCAs have the discretion to determine whether to transition its customers to default TOU rates for the generation portion of their bill, and CPA's Board of Directors has elected to adopt default TOU generation rates in this transition for CPA customers as well. Tiered flat rates will remain an option for SCE and CPA customers that choose to opt-out of the default TOU rates. Eligible CPA customers are scheduled to default to TOU rates in February 2022.

CPA has almost 500,000 residential customers that will be eligible for the transition to TOU generation rates. This will represent a significant change to the way customers pay for and use electricity. Currently, most residential customers pay a flat rate for their electricity up to their "baseline" allocation of kilowatt hours, which varies depending on the climate of where they live. They are then charged a higher flat rate for "Tier 2" energy above their baseline. Time of use rates, on the other hand, vary by season and time of day, to more accurately reflect the cost of purchasing power, and are most expensive on weekdays between 4pm and 9pm.

CPA is interested in helping customers learn to respond and remain opted-in to TOU electricity rates for a variety of reasons. Customer response to TOU price signals can:

- Help customers reduce their bills
- Reduce the amount of high-priced energy CPA must purchase in the wholesale market and smooth out the renewable "duck curve" by shifting usage away from evening peak
- Reduce GHG emissions by reducing the need for fossil fuel "peaker" generation resources that come online when demand is highest

CPA is also especially interested in ways to ease the transition for customers that are more vulnerable to the potential cost increases caused by lack of awareness or ability to respond to TOU price signals, such as low-income customers, those who live in hotter climate zones, or those customers deemed to be "TOU non-benefitters" based on their current consumption patterns. Existing transition support for customers includes statewide and local ME&O campaigns, one year of bill protection, and required yearly rate comparison mailers. While these strategies will assist customers in this rate transition, they provide temporary or infrequent support. CPA is interested in using this opportunity to engage residential customers more consistently and directly on TOU and determine whether CPA can provide additional support that will keep customers invested in TOU rates long term.

## QUALIFICATIONS & EXPERIENCE

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

- The Proposer must be able to provide a technology solution that provides CPA's residential TOU Pilot Program participant customers a visual or auditory signal, reminder, or other notifications that a TOU peak pricing period has started.
- The Proposer must be able to deploy a technology solution to CPA's Residential TOU Pilot Program participants no later than May 2021.
- The Proposer must be able to furnish data on how many units it has deployed and to which customers.
- The Proposer must have applicable qualifications and experience with providing services for CCAs or electric or municipal utilities.

## SCOPE OF SERVICES

### A. Scope of Work

The scope of work for this RFP is contained in **Attachment A**. Prospective Proposers may submit a proposal containing more than one solution. At its sole discretion, CPA may award more than one contract as a result of this RFP.

### B. Term of Work.

Services under this RFP are expected to commence April 6, 2021 and continue through April 6, 2022 ("Term").

## PRICING

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

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

## RFP PROCESS

### A. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	February 16, 2021
Bidders' webinar	February 23, 2021 at 1:00pm (pacific time)
Deadline for Written Questions	February 26, 2021 by 4:00 p.m.
CPA Response to Questions	March 2, 2021
RFP Proposals Due	<b>March 5, 2021 by 4:00 p.m.</b>
Evaluation of Proposals	March 8-12, 2021
Interviews, if needed	March 15-17, 2021
Contract Negotiations, if needed	March 22-April 2, 2021
Execution of Contract	No later than April 6, 2021
Task #1 – Kickoff and Planning Activities	April 2021
Task #2- Technology Deployment	May-September 2021
Task #3 – Pilot Data Provided	October-November 2021
Task #4 – Post Pilot Activities Concluded	March 2022

### B. Bidder Webinar, Proposer Questions, & CPA Responses

A bidders' webinar will be held on February 23, 2021 at 1:00pm (pacific time). Please use the following link to access the webinar: <https://zoom.us/j/98410779117>. A transcript of the webinar will be posted one business day after the webinar concludes at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/>

Prospective Proposers may submit questions regarding this RFP by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [taquirre@cleanpoweralliance.org](mailto:taquirre@cleanpoweralliance.org). All questions must be received by 4:00pm on February 26, 2021. 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 RFP to CPA's website at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/> on March 2, 2021.

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.

### C. Proposal Submission Deadline

Proposals must be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by **4:00pm on March 5, 2021**. Please include “Assistive Technology Provider RFP” 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 Proposers 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.

### D. Proposal Evaluation Criteria

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

<b>Evaluation Criteria</b>
Proposer’s Qualifications and Experience (see <b>Section IV</b> )
Proposer’s approach to the Scope of Work and work plan to complete the Scope of Work in <b>Attachment A</b>
Proposer’s Pricing (see <b>Section VI</b> )

### E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified, in **Section VII.D.**, above. Following this evaluation, CPA may select one proposer or select a number of proposers (with or without interviews). CPA may also conduct interviews with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about services offered, workplan, deliverables, or, pricing amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA’s sole discretion.

CPA reserves the right not to convene interviews or discussions, and to make an award or awards on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a proposer(s) has been selected, CPA will negotiate a contract(s) for execution. If a satisfactory contract cannot be negotiated with any proposer, CPA may, at its sole discretion, begin contract negotiations with another proposer. 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.

## PROPOSAL REQUIREMENTS

Proposal should include the following components:

- **Proposer’s Qualifications and Experience:** Proposer qualifications and experience with the elements specified in **Section IV (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.
  
- **Proposer’s Approach to Scope of Services:** Proposer’s explanation for how it plans to meet Task and Deliverables specified in **Attachment A** (which will be attached to the final agreement as Exhibit A). This section must include:
  - A description of the proposed technology and how it can assist customers in responding to TOU price signals and potentially shift consumption to lower priced times of day
  - Any ADA accessibility options the technology provides, if applicable
  - The ability of the technology to scale to CPA customers beyond the TOU Pilot Program
  - Detailed description of how the technology will be deployed to customers, installation requirements, customer registration requirements, etc.
  - Any additional benefits the technology can provide, for example, demand response capabilities or abilities to directly communicate educational messaging to customer
  - 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.
  - If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
  - A list of subcontractors, if any, and their respective roles and responsibilities separated by task
  - **Proposer’s Pricing.** Proposer must provide its pricing proposal, including the information required in **Section VI (Pricing)**, above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation that Proposer may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable.
    - At a minimum, Proposers pricing will include the cost to supply and deploy the technology and should be scaled to address a range of potential pilot enrollment levels (500 customers minimum to 3,000 customers maximum priced in 500 customer intervals). The proposers

pricing should also address the proposed technology unit cost, Installation costs, & Proposer Overhead costs, if applicable.

- Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- Any requested changes to CPA's Pro Forma Contract. See **Attachment D**.
- Proposer's completed Campaign Contribution Form. See **Attachment E**.

## **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 Bidders.

CPA shall not be liable for any costs incurred by the Bidder 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.

## **CONFIDENTIALITY AND PUBLIC RECORDS**

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

## **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. Bidders are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Bidders are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

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

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org).

## **ATTACHMENTS**

**Attachment A** – Contemplated Scope of Services

**Attachment B** – Prospective Contractor References

**Attachment C** – CPA Member Agencies

**Attachment D** – CPA Sample Contract

**Attachment E** – Campaign Contribution Form (Government Code 84308)

## **ATTACHMENT A SCOPE OF SERVICES**

The principal responsibility of the selected Bidder is to provide a full range of contemplated services that include, but are not limited to, the following:

### **A. Kickoff and Project Coordination**

- Selected Proposer(s) will:
  - Meet with CPA project team for a kick-off meeting upon execution of agreement.
  - Hold regular check-ins with CPA project team throughout the duration of the TOU Pilot Program.
  - Coordinate with CPA staff and TOU Pilot Program consultant as needed to facilitate the TOU Pilot Program and associated study.
  - Provide CPA with a written plan for deployment of technology to identified customers (see Section B. below).
  - Selected Proposer(s) will present a plan to CPA for how technology will be removed or uninstalled. Alternatively, the Proposer can present a plan for transitioning customers that want to continue using the technology into a permanent program.

### **B. Technology Deployment**

- Selected Proposer(s) will deploy the technology to customers that have enrolled in CPA's TOU Pilot Program. Deployment of technology may occur on a rolling basis during the length of the TOU Pilot Program.
  - CPA will conduct marketing and customer recruitment for the TOU Pilot Program, and provide the list of enrolled customers to the selected Proposer(s).
  - Alternatively, if Proposers have other methods of customer recruitment for this TOU Pilot Program that they would like to propose, they may include a detailed description of this recruitment method in their Proposal. This description must address how the selected Proposer(s) intends to verify if a potential participant is a CPA customer.
- Selected Proposer(s) will be responsible for all aspects of the deployment of the technology, including, if applicable:
  - Shipping or distribution
  - Installation
  - Setup support and providing customers with instructions for use.

- If applicable, selected Proposer(s) will provide maintenance or technological support to customers during the duration of the TOU Pilot Program.

### **C. Data and Reporting**

- Selected Proposer(s) will maintain and periodically provide to CPA data regarding the progress of technology deployment during the TOU Pilot Program.
  - The ability to provide data dashboards or other visualizations are desirable, but not required.
- The selected Proposer(s) will provide the following data to CPA, if applicable or available:
  - Customer data such as name, address, account number, etc
  - Whether customer activated or installed technology
  - When customer activated or installed technology
  - Level of customer engagement with technology, including customer responsiveness to price signals
  - Customer performance data
  - Technological support requested and provided, along with resolution rates
- If Proposer(s) can provide additional data, please elaborate in proposal.

### **D. Post TOU Pilot Program Activities**

- After the conclusion of the TOU Pilot Program, the selected Proposer(s) will, if applicable:
  - Uninstall and remove any technology from customer homes; or
  - Provide a way for customers to return technology.
  - Provide a pathway for customer to continue using the technology after the conclusion of the pilot

**ATTACHMENT B  
PROSPECTIVE CONTRACTOR REFERENCES**

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

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

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

**ATTACHMENT C**  
**List of CPA MEMBER AGENCIES**

<b>County/City</b>
<b>Agoura Hills</b>
<b>Alhambra</b>
<b>Arcadia</b>
<b>Beverly Hills</b>
<b>Calabasas</b>
<b>Camarillo</b>
<b>Carson</b>
<b>Claremont</b>
<b>Culver City</b>
<b>Downey</b>
<b>Hawaiian Gardens</b>
<b>Hawthorne</b>
<b>LA County</b>
<b>Malibu</b>
<b>Manhattan Beach</b>
<b>Moorpark</b>
<b>Ojai</b>
<b>Oxnard</b>
<b>Paramount</b>
<b>Redondo Beach</b>
<b>Rolling Hills Estates</b>
<b>Santa Monica</b>
<b>Sierra Madre</b>
<b>Simi Valley</b>
<b>South Pasadena</b>
<b>Temple City</b>
<b>Thousand Oaks</b>
<b>Ventura City</b>
<b>Ventura County</b>
<b>West Hollywood</b>
<b>Westlake Village</b>
<b>Whittier</b>

## ATTACHMENT D SAMPLE CONTRACT

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

### Clean Power Alliance of Southern California

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This Professional Services Agreement (this "Agreement"), dated and effective as of April 6, 2021 (the "Effective Date"), is made by and between:

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

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

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 a provider to design, supply, and deploy an assistive technology solution for CPA's TOU Pilot Program that will alert customers to high priced peak TOU periods and provide encouragement to use energy during less expensive TOU periods.

**WHEREAS**, CPA conducted a Request for Proposal ("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 the CPA;

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

#### AGREEMENT

##### **1. Definitions.**

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

- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “CPA Materials” shall mean all finished or unfinished content, writing and design 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.
- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

## **2. Exhibits and Attachments.**

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

Exhibit A – Scope of Work

Exhibit B – Contractor’s Workplan and Schedule

Exhibit C – Payments and Rates

Exhibit D – Contractor’s bid response

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

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

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

## **4. Compensation.**

CPA agrees to compensate Contractor as specified in Exhibit C:

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

## **5. Term.**

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date ("Term").

## **6. Termination.**

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA's best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 5(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all

data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

## **7. Contract Materials.**

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

## **8. Payments of Permits/Licenses.**

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

## **9. No Recourse against Constituent Members.**

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

## **10. Confidential Information.**

- a. **Duty to Maintain Confidentiality.** Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below
- b. **Definition of "Confidential Information".** The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided

that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

## **11. Insurance.**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities

arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

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

**a. General Liability**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

**b. Auto Liability**

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

**c. Workers' Compensation**

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

**d. Professional Liability Insurance**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

## **12. Indemnification.**

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Agreement. Contractor further agrees to indemnify, and hold harmless CPA from and against any and all third- party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

## **13. Independent Contractor.**

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.
- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

## **14. Compliance with Applicable Laws.**

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

## **15. Nondiscriminatory Employment.**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

## **16. Work Product.**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this

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

**17. Notices.**

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

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director  
Address: 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
Telephone: (213) 269-5890  
Email: tbardacke@cleanpoweralliance.org

With a copy to:

Name/Title: Chris Stephens, Non-Energy Contracts Manager  
Address: 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
Telephone: (213) 713-3113  
Email: cstephens@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**18. Assignment.**

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

## **19. Subcontracting.**

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

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

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

## **21. Conflict of Interest.**

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

## **22. Publicity.**

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

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

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

**24. Amendments**

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

**25. Severability**

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

**26. Complete Agreement**

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

**27. Counterparts**

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

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

[Name of contractor]

Clean Power Alliance of Southern California

\_\_\_\_\_  
By: [Name]  
Title: [Fill in]

\_\_\_\_\_  
By: Theodore Bardacke  
Title: Executive Director

**ATTACHMENT E**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Government Code Section 84308**

In accordance with California law, bidders and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and ***further prohibits any campaign contribution of more than \$250 from being made for three (3) months following the date of the final decision by the CPA Board.*** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Exhibit A. **Please note that Exhibit A may change from time to time. It is the contractor's or bidder's responsibility to comply with Section 84308.**

\* \* \* \* \*

Every bidder or contractor must disclose as follows:

**Section 1**

Bidder/Contractor (Legal Name)\_\_\_\_\_.

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

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

\*Attach additional pages, if necessary

**Section 2**

Has Contractor or Bidder (identified in Section 1) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

**Section 3**

<b>Regular/Alternate Director</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

\*Attach additional pages, if necessary

**Section 4**

I, \_\_\_\_\_, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements, including any continuing compliance obligations. I declare the foregoing disclosures to be true and correct.

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

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

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

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

### **REGULAR DIRECTORS**

<b>County/City</b>	<b>Regular Directors</b>
<b>Agoura Hills</b>	Deborah Klein Lopez
<b>Alhambra</b>	Jeff Maloney
<b>Arcadia</b>	Sho Tay
<b>Beverly Hills</b>	Julian Gold
<b>Calabasas</b>	Mary Sue Maurer
<b>Camarillo</b>	Susan Santangelo
<b>Carson</b>	Jawane Hilton
<b>Claremont</b>	Corey Calaycay
<b>Culver City</b>	Daniel Lee
<b>Downey</b>	Sean Ashton
<b>Hawaiian Gardens</b>	Myra Maravilla
<b>Hawthorne</b>	Alex Monteiro
<b>Los Angeles County</b>	Sheila Kuehl
<b>Malibu</b>	Mikke Pierson
<b>Manhattan Beach</b>	Hildy Stern
<b>Moorpark</b>	Janice Parvin
<b>Ojai</b>	Betsy Stix
<b>Oxnard</b>	Bert Perello
<b>Paramount</b>	Vilma Cuellar Stallings
<b>Redondo Beach</b>	Christian Horvath
<b>Rolling Hills Estates</b>	Steve Zuckerman

<b>Santa Monica</b>	Kevin McKeown
<b>Sierra Madre</b>	Robert Parkhurst
<b>Simi Valley</b>	Ruth Luevanos
<b>South Pasadena</b>	Diana Mahmud
<b>Temple City</b>	Fernando Vizcarra
<b>Thousand Oaks</b>	Bob Engler
<b>City of Ventura</b>	Sofia Rubalcava
<b>Ventura County</b>	Linda Parks
<b>West Hollywood</b>	Lindsey Horvath
<b>Westlake Village</b>	Kelly Honig
<b>Whittier</b>	Fernando Dutra

#### **ALTERNATE DIRECTOR(S)**

<b>County/City</b>	<b>Alternate Director(s)</b>
<b>Agoura Hills</b>	Deborah Klein Lopez
<b>Alhambra</b>	Jeff Maloney
<b>Arcadia</b>	Sho Tay
<b>Beverly Hills</b>	Julian Gold
<b>Calabasas</b>	Mary Sue Maurer
<b>Camarillo</b>	Susan Santangelo
<b>Carson</b>	Jawane Hilton
<b>Claremont</b>	Corey Calaycay
<b>Culver City</b>	Daniel Lee
<b>Downey</b>	Sean Ashton
<b>Hawaiian Gardens</b>	Myra Maravilla

<b>Hawthorne</b>	Alex Monteiro
<b>Los Angeles County</b>	Sheila Kuehl
<b>Malibu</b>	Mikke Pierson
<b>Manhattan Beach</b>	Hildy Stern
<b>Moorpark</b>	Janice Parvin
<b>Ojai</b>	Betsy Stix
<b>Oxnard</b>	Bert Perello
<b>Paramount</b>	Vilma Cuellar Stallings
<b>Redondo Beach</b>	Christian Horvath
<b>Rolling Hills Estates</b>	Steve Zuckerman
<b>Santa Monica</b>	Kevin McKeown
<b>Sierra Madre</b>	Robert Parkhurst
<b>Simi Valley</b>	Ruth Luevanos
<b>South Pasadena</b>	Diana Mahmud
<b>Temple City</b>	Fernando Vizcarra
<b>Thousand Oaks</b>	Bob Engler
<b>City of Ventura</b>	Sofia Rubalcava
<b>Ventura County</b>	Linda Parks
<b>West Hollywood</b>	Lindsey Horvath
<b>Westlake Village</b>	Kelly Honig
<b>Whittier</b>	Fernando Dutra