REQUEST FOR PROPOSALS (RFP)
FOR
BUILDING AND EV REACH CODE TECHNICAL CONSULTING SERVICES

I. OBJECTIVE
Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide technical consulting services for the development of building and electric vehicle (“EV”) reach codes.

II. PROJECT BACKGROUND
CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority, made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

CPA’s mission is to reduce greenhouse gas (“GHG”) emissions in Los Angeles County and Ventura County. Emissions from transportation and building natural gas use comprise the largest sources of GHGs within the territories. This program aims to develop and advance building electrification and EV infrastructure “reach” codes with member agencies to update local residential and commercial building codes for new construction, major remodels, and existing building retrofits. These codes are to be developed in alignment with and build on the 2022 California statewide building code updates. Construction of new buildings and major modifications of existing ones are the most cost-effective points at which to install EV charging infrastructure and electric appliances. Codes that target retrofits of existing buildings outside of major remodels will result in a larger overall GHG reduction due to the large number of buildings that are affected.

In addition, this program aims to investigate regulatory processes for EV charging installations, building retrofit rebates and incentives, and financing options for residential and commercial spaces to help fund the cost of building electrification and EV charger installation for CPA customers. This research will culminate in a set of three (3) potential implementation tracks for CPA to expand its building electrification and EV charging program.

The Technical Consulting for the Development of Building and EV Reach Codes program is expected to run for two (2) years and will consist of three (3) parts that are expected to run simultaneously:
1. **New Construction Reach Codes**: Part 1 of this program aims to develop and advance building electrification and EV charging infrastructure “reach” codes to update local building codes for new residential and commercial construction and major remodels. This program will be open to all of CPA’s 32 member agencies, though not all members are expected to work toward passing new construction reach codes. This program will utilize existing model codes that are in alignment with, and that expand on, the 2022 California statewide building code updates.

This program will involve working with member agencies at all levels of understanding and interest in reach codes. Several CPA member agencies in Ventura and Los Angeles Counties are in the process of developing and adopting reach codes, while other member agencies require significant education and information on the benefits of reach codes and why they should consider passing them. CPA expects two (2) cohorts of member agencies to participate in this program: 1) jurisdictions currently working to pass reach codes on their own who will participate in this program through best practice sharing workshops and other code development activities including requiring some technical support in the form of answering code-related questions; and 2) jurisdictions who will require more all-around assistance, including answering technical questions, informational workshops for staff and policymakers, public workshops to gather feedback from building and industry groups, presentation templates for agency staff, and relevant support needed to get codes adopted by local councils. This program should support jurisdictions at all levels of interest in new construction reach codes.

Participating member agencies may take part in any or all parts of the program outlined here. Some member agencies may opt to only come to a kickoff workshop while others are ready to participate at every level of the program.

Several regional partners are already providing code-related technical assistance in the form of on-call support to jurisdictions. CPA seeks a Proposer who can track the support already being provided by Southern California Edison, Tri-County Regional Energy Network (“3C-REN”), SoCal Regional Energy Network, Building Decarbonization Coalition, and others while also providing additional supplemental support in the form of tools, templates, and presentations. While many technical and adoption support questions will be directed toward these regional partners, Proposer will create template reports for code adoption, trainings for city staff and building contractors, public workshops to educate and learn from community members, and a website to house model codes and relevant resources for local governments. Proposer is expected to coordinate with regional stakeholders and to assist participating local governments through the customization of model codes and other tools.

2. **Existing Building Reach Code Pilot Program**: Part 2 of this program aims to develop and advance building electrification and EV infrastructure “reach” codes at
existing buildings for two (2) CPA member agencies. These codes are to be developed in alignment with, and expand on, the 2022 California statewide building code updates. Retrofitting existing buildings with electric space heating, ventilation, and air conditioning (“HVAC”), water heating, other kitchen and laundry appliances, and EV charging capacity will be vitally important to meaningfully reduce GHG emissions and improve both indoor and outdoor air quality.

CPA will work with Proposer to determine which two (2) cities will participate in the pilot program. Proposer will work directly with up to two (2) local governments to provide customized model codes, technical support, community outreach and adoption support as needed. Proposer will provide regular updates to CPA and other partners on the progress of each participating jurisdiction. Proposer will conduct calls to coordinate code development between participating jurisdictions. Any additional local governments interested in existing building reach codes will be directed toward available support from regional partners.

Based on polling and conversations with member agencies, CPA does not anticipate many member agencies will pursue existing building reach codes in 2022 or 2023. Through this pilot program CPA hopes to learn more about the kinds of existing building reach codes member agencies are interested in passing, the level of effort needed to get them adopted, and the kinds of challenges builders and other industry groups will mount. CPA plans to use lessons learned in this pilot to simplify and streamline the adoption process and inform a potential future program expansion to all 32 member agencies.

3. Building and Vehicle Charging Electrification Research and Design: Part 3 of this program is a research program culminating in a final report itemizing recommended pathways for CPA to affect meaningful change in building and transportation electrification for its 1 million residential and commercial customer accounts. The main goal of this research and design element is to provide analysis on assorted means for CPA to expand its building electrification offerings. Research areas should complement and augment the new construction and existing building reach code programs itemized in Sections II(A) and II(B) above. Research areas include:

3.1. Incentives and financing:

3.1.1. Rebates and incentives for appliance upgrades (including kitchen, laundry, space HVAC, water heating, and other household appliances) for CPA customers, including expanded benefits for disadvantaged and low-income CPA customers.

3.1.2. Retrofit financing programs (on-bill financing, on-bill repayment, tariffed on-bill financing, and others recommended by Proposer).

3.1.3. In-lieu fees.
3.1.4. EV charging rebates.

3.1.5. Other program elements Proposer recommends.

3.2. Regulatory mechanisms: CPA is interested in regulatory mechanisms that can be used to increase EV charging infrastructure at publicly available fossil fueling stations (gas stations and other fuels) in Los Angeles and Ventura Counties. Gas stations already exist as fueling infrastructure and could be upgraded to serve electric vehicles. CPA is interested to know if there are any existing local permitting processes that gas stations are subject to that can be used to increase the presence of electric vehicle charging infrastructure. If not, CPA would like to identify what other regulatory mechanisms could be used to increase EV infrastructure at these stations.

III. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with technical consulting services for the development of building and EV reach codes.
- Proposer must have applicable qualifications and experience to support development of new construction reach codes, creating existing building reach code pilot programs, and building and vehicle charging electrification research and design.
- Proposer must have applicable qualifications and experience with providing technical consulting services for the development of building and EV reach codes for CCAs or electric or municipal utilities.

IV. SCOPE OF SERVICES

A. Scope of Work

A detailed description of the Scope of Work for the building and EV reach code technical consulting Services is contained in Attachment A (“Contemplated Scope of Services”).

B. Term of Work

Services under this RFP are expected to commence on February 6, 2023, and continue until January 31, 2025 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1) year terms for a maximum of two years (each, a “Renewal Term”).

V. PRICING

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

**VI. RFP Process**

**A. RFP Schedule**

The timetable for this RFP is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>October 27, 2022</td>
</tr>
<tr>
<td>Prospective Proposer’s Webinar</td>
<td>November 3, 2022</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>November 10, 2022</td>
</tr>
<tr>
<td>Responses to Questions Provided</td>
<td>November 18, 2022</td>
</tr>
<tr>
<td><strong>RFP Proposals Due</strong></td>
<td><strong>November 23, 2022, by 4:00pm.</strong></td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>November 28 – December 9, 2022</td>
</tr>
<tr>
<td>Interviews (if needed)</td>
<td>December 12-22, 2022</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>December 27, 2022 – January 13, 2023</td>
</tr>
<tr>
<td>Presented to the Board for Approval and Execution of Contract</td>
<td>February 2, 2023</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>February 6, 2023</td>
</tr>
</tbody>
</table>

**B. Proposer Webinar, Proposer Questions and CPA Responses**

A webinar will be held on November 3, 2022, from 2:00 pm to 3:00 pm (pacific time). Please use the following link to register for access to the webinar: [https://teams.microsoft.com/registration](https://teams.microsoft.com/registration). A transcript of the webinar will be posted two business days after the webinar concludes at: [https://cleanpoweralliance.org/contracting-](https://cleanpoweralliance.org/contracting-).
opportunities/.

Potential proposers may submit questions regarding this RFP by sending an email to contracting@cleanpoweralliance.org with a copy to xmanarolla@cleanpoweralliance.org. All questions must be received by 4:00pm (pacific time) on November 10, 2022. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA’s website at: https://cleanpoweralliance.org/contracting-opportunities/ on November 18, 2022.

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

A proposal should be submitted by email to contracting@cleanpoweralliance.org by 4:00 pm on November 23, 2022. Please include "PROPOSAL FOR BUILDING AND EV REACH CODE TECHINCAL CONSULTING SERVICES” in the email subject line.

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

D. Proposal Evaluation Criteria

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
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<tbody>
<tr>
<td>Proposer’s qualifications and experience (see Section III).</td>
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<tr>
<td>Proposer’s ability to provide the Contemplated Scope of Services identified in Attachment A.</td>
</tr>
<tr>
<td>Proposer’s Pricing (see Section V)</td>
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</tbody>
</table>

E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified, in Section VI.D., above. CPA may select one particular Bidder or select a combination of Bidders (with or without interviews); or conduct interviews with a “short list” of Bidders, consisting of those Bidders reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or, fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA’s sole discretion.
CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a Bidder has been selected, CPA will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Bidder who submitted a proposal, as determined by CPA. Bidders are further notified that CPA may disqualify any Bidder with whom CPA cannot satisfactorily negotiate a contract. A contract may be presented to CPA’s Board of Directors for approval.

VII. PROPOSAL REQUIREMENTS

Proposals shall include the following components:

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

- Bidder’s explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
  - A list of the Bidder’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.
  - A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
  - Bidder must provide its pricing proposal, including the information required in Section V., “Pricing,” above. Bidder should describe any fixed fees or hourly billing rates, fees, or other compensation that Bidder may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.
  - If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.

- Bidder’s completed Prospective Contractor References Form. See Attachment B.
• Any required changes to CPA’s Pro Forma Contract. See Attachment D.

• Bidder’s completed Proposer’s completed Campaign Contribution Form. See Attachment E.

VIII. 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.

IX. 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.

X. CONFLICTS OF INTEREST

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

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

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to contracting@cleanpoweralliance.org with a copy to xmanarolla@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 Proposer(s) is to provide a full range of technical consulting services for the development of building and electric vehicle (“EV”) reach codes that include, but are not limited to, the following:

1. **Task 1: New Construction Reach Code Development and Advancement**

   1.1. **Research Existing State and Local New Construction Codes.**
   
   1.1.1. Proposer will research relevant state and local building codes related to building electrification and EV infrastructure in new construction and major remodels. Research should evaluate relevant existing model municipal, zoning and other reach codes that go beyond CALGreen that have been developed by other CCAs (including Peninsula Clean Energy, East Bay Clean Energy, etc.), or that have been utilized by other local governments across California. This research must include both mandate-, performance-, and incentive-based codes. Proposer and CPA will select a suite of two (2) to four (4) model code types (for example: all-electric, electric ready, natural gas bans, EV charging) at various levels of stringency. These codes will serve as CPA's model reach codes.

   **Task 1.1 Anticipated Deliverables:**
   
   - Develop a summary report that is easy to review by stakeholders that outlines the variety of reach codes being used by local governments, and a set of recommendations for model codes to be used by CPA member agencies.

   1.2. **Host Kick Off Workshops for Local Government Staff.**
   
   1.2.1. Proposer will work with CPA to provide key education to local government staff and elected officials on the benefits of reach codes, the process for adopting them, and strategies to address concerns from community stakeholders. This workshop will provide high-level information for policymakers and provide a venue for local governments that have already passed new construction reach codes (or are in the process) to share their experiences, best practices strategies, and methods for responding to opposition.

   **Task 1.2 Anticipated Deliverables:**
   
   - Provide two (2) to four (4) kick off workshops. At least one (1) workshop per regional area (Ventura and Los Angeles, or some subdivision of Ventura/Los Angeles County as directed by CPA).
1.3. Stakeholder Coordination Meetings for Technical Support Tracking.
1.3.1. Proposer will host monthly stakeholder engagement meetings with relevant stakeholders determined in consultation with CPA. The primary goal of these meetings will be to coordinate technical support between each relevant stakeholder, potentially including Southern California Edison ("SCE"), Regional Energy Networks, Building Decarbonization Coalition, Air Pollution Control Districts, and/or others.

1.3.2. Proposer will coordinate support from various regional partners to CPA member agencies that seek to adopt and implement reach codes during this program, and answer reach code-related questions in consultation with CPA with a priority on utilizing existing support from other stakeholder partners.

New Construction Reach Code Program Roles and Responsibilities Matrix

Table 1 below outlines the roles and responsibilities between CPA, Proposer, and other partners for the New Construction Reach Code Program. CPA anticipates that SCE and its contractors will serve as the primary providers for on-call technical support. The role of SCE or its contractor, as specified in the table below, will need to be clarified and confirmed by Proposer. Proposer must specify how it plans to problem solve in the event that SCE does not meet its anticipated responsibility.

| TABLE 1 |
|-------------------|-------------------|-------------------|-------------------|
| **Task** | **Anticipated Responsible Parties** | CPA | Proposer | SCE |
| Overall Program Oversight | | ✓ | | |
| Program Administration | | | ✓ | |
| Outreach to Encourage Program Participation | | ✓ | ✓ | |
| Kick Off Workshops | | Support | | ✓ |
| Research and Development of Model Codes | | | ✓ | |
| Model Code Workshops | | Support | | ✓ |
| Public Workshops | | Support | | ✓ |
| Customizing Codes for Member Agencies | | | ✓ | |
| Tracking On-call Technical Support | | | ✓ | |
| Providing On-Call Technical Support | | | ✓ | |
| Tools and Templates | | | ✓ | |
| Supplemental and EV Cost-Benefit Analysis | | | ✓ | |
| Attend City Council Meetings | | ✓ | ✓ | ✓ |
| Bi-Monthly or Monthly Stakeholder Meetings | | | ✓ | |

Task 1.3 Anticipated Deliverables:
Host monthly stakeholder coordination meetings to track technical support.
Create a matrix of reach code-related questions asked by member agencies and support provided by Proposer and other partners.

1.4. Lead Stakeholder Engagement and Select Model Reach Codes.

Table 2 below is an example timeline for the selection and distribution of model reach codes outlined in the tasks below:

<table>
<thead>
<tr>
<th>Step</th>
<th>Task</th>
<th>Task Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Research and Development of Model Codes</td>
<td>1.1</td>
</tr>
<tr>
<td>Step 2</td>
<td>Kick Off Workshops</td>
<td>1.2</td>
</tr>
<tr>
<td>Step 3</td>
<td>Proposer and CPA Select Model Codes</td>
<td>1.4</td>
</tr>
<tr>
<td>Step 4</td>
<td>Model Code Workshops</td>
<td>1.4</td>
</tr>
<tr>
<td>Step 5</td>
<td>Final Model Codes and Model Code Package is</td>
<td>1.4</td>
</tr>
<tr>
<td></td>
<td>Distributed to Member Agencies</td>
<td></td>
</tr>
<tr>
<td>Step 6</td>
<td>Public Workshops</td>
<td>1.5</td>
</tr>
<tr>
<td>Step 7</td>
<td>Code Customization for Member Agencies</td>
<td>1.4</td>
</tr>
</tbody>
</table>

1.4.1. Stakeholder engagement for model code selection and adoption.

1.4.1.1. Proposer will work with CPA to identify key stakeholders to include in the model code selection process. Key stakeholders may include elected officials, municipal staff, developers, electric vehicle experts, building electrification experts, Tri-County Regional Energy Network ("3C-REN"), SoCal Regional Energy Network, SCE, Building Decarbonization Coalition, building trades, and other members of the community. Key stakeholders will be encouraged to attend and participate in model code workshops as deemed appropriate by Proposer and CPA.

1.4.1.2. Proposer will participate in calls led by CPA with the California Energy Commission ("CEC") to keep the CEC informed about reach codes that are nearing council approval, and to identify strategies to expedite CEC submission and approvals.

1.4.2. Model code development.

1.4.2.1. CPA seeks to streamline the model code development process by using existing model codes rather than engaging in a lengthy reach code development process. Example new construction reach codes are available from SCE, other CCAs, regional energy networks ("RENs"), and from those that have been implemented by local governments. Proposer will utilize these pre-existing reach codes and templates to curate a suite of model new construction reach codes for this program. CPA does not anticipate the need to write new model
codes, but rather to edit examples for use by CPA member agencies. Proposer and CPA will pick two (2) to four (4) reach code types (all-electric, electric ready, natural gas ban, electric vehicle charging, etc.) based on research done in Task 1.1. Proposer will also select two (2) to four (4) varying levels of stringency for each model code type. The model reach code options must be compliant with and surpass California's 2022 Building Code and are expected to leverage the cost-effectiveness analysis results from the 2022 Statewide Codes & Standards Program, as needed. These may include prescriptive or performance-based options for building electrification. An example number of model codes developed is contained in Table 3 below:

<table>
<thead>
<tr>
<th>TABLE 3</th>
<th>Example Number of Model Codes Developed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Model Code A</td>
</tr>
<tr>
<td>Stringency: Low</td>
<td>Stringency: High</td>
</tr>
<tr>
<td></td>
<td>Model Code B</td>
</tr>
<tr>
<td>Stringency: Low</td>
<td>Stringency: High</td>
</tr>
</tbody>
</table>

1.4.2.2. Proposer will work with CPA to determine the number model code workshops. Given CPA's large service territory, Proposer should plan for at least two (2) model code workshops organized by region. Additionally, Proposer may choose to introduce code types (example: EV charging separate from building appliances) in separate workshops. Each workshop will focus on outlining the model codes chosen as well as getting feedback from member agencies on the concerns and challenges they expect to face in passing them. Building types not covered by the state cost-effectiveness study may be excluded.

1.4.2.3. Additionally, Proposer will produce a model code package consisting of a summary noting the purpose of the codes, a general estimated timeline for reach code adoption, and a matrix highlighting the differences between the two to four variants of each model reach code with varying levels of stringency. This will be disseminated to the stakeholders with easily accessible online distribution and reviewed via a code review meeting/webinar, one per reach code track and service territory.

1.4.2.4. Once model codes have been developed, Proposer will work with member agencies as needed to customize these model codes to jurisdictional needs.

1.4.3. Innovation.

1.4.3.1. CPA seeks responses that think creatively about how CPA can work with its member agencies to pursue electrification and EV infrastructure programs using reach codes. CPA is also interested in developing innovative reach codes that look beyond traditional.
residential and commercial spaces and expand the kinds of facilities that would be affected by conversions to electricity or that could house EV charging stations to benefit the community. CPA is interested in options that expand a new construction reach code program beyond what other CCAs have implemented and is open to recommendations from Proposer.

**Task 1.4 Anticipated Deliverables:**
- Develop and distribute summary on which model codes were considered and how model codes were selected and developed.
- Develop final version of each model code.
  - Final 2-4 versions of each model code per model code type.
  - Model code package.
    - Summary of model code purpose and general adoption timeline.
    - Matrix highlighting differences between model code versions.
- Conduct model code workshops.
  - Four (4) to six (6) model code development workshops.
- Disseminate model codes to CPA and member agencies.
  - Post model code on project website (see Task 1.6) and distribute via email to member agencies.
  - Deliver the model codes to the associated CEC lead staff for advance review to aid approval of subsequent municipal reach code submissions.
- Provide support for member agencies to customize model codes for their jurisdiction.
  - Final customized codes for all member agencies.
  - Summary of member agency code customizations.
- Provide meeting notes and attendee lists for all workshops and model code-related webinars and calls.
- Conduct monthly stakeholder coordination calls with regional partners.
- Create a matrix of technical and adoption assistance provided by SCE and other regional partners.
- Provide meeting notes and attendee lists for all stakeholder coordination calls.
- Participate in calls led by CPA with the California Energy Commission (CEC) to keep the CEC informed and identify strategies to expedite submission and approvals.
  - Three (3) to eight (8) CEC calls or as needed based on the number of participating member agencies and timing of reach code passage and CEC submittal.

1.5. Public Workshops for Local Code Outreach.
1.5.1. Proposer will host at least one (1) public workshop in each local municipality
that pursues adoption of a new construction reach code. The primary goal of
the workshop will be to educate and inform key community members and
stakeholder groups, including but not limited to building owners,
environmental groups, electric vehicle charging companies, building
decarbonization experts, energy workers, and members of the public, on the
value of reach codes and the types of model codes that have been
proposed by the member agency. Additionally, CPA seeks to use the public
workshops to answer stakeholder questions, address building community
concerns, and generate community support for the reach codes leading into
local council meetings.

1.5.2. Preparation for each workshop will be led by Proposer in coordination with
CPA and the member agency. Proposer will work with member agency staff
to determine the content of each public workshop and the level of feedback
to be solicited from attendees. These workshops will be non-technical in
nature. Member agencies may choose to propose reach codes at the public
workshop or seek more general feedback on a suite of potential reach codes
options.

Task 1.5 Anticipated Deliverables:
- Conduct one (1) public workshop per interested member agency.
- Create attendee list at workshops.
- Provide summary of community questions and comments.

1.6. Identify and Develop Tools and Processes for Adoption and Implementation.

1.6.1. Identifying gaps in publicly available tools, templates and municipal
processes that will assist member agencies educate staff and the building
community, present at city council meetings, and submit necessary
paperwork to the CEC. Proposer and CPA will work together to create a final
list tools and templates that Proposer will produce.

1.6.2. Identify tools and templates. Proposer will review other reach code
programs from CCAs, RENs, public utilities, and other relevant
organizations to determine relevant tools and templates that can be
customized for CPA member agencies and gaps in available resources that
can meaningfully help local governments pass new construction reach
codes. Tools and processes may include but are not limited to:

1.6.2.1. Adoption tools: this includes template staff reports, presentation
slides for agency staff to use at local council meetings, findings for
local governments to use when submitting building codes to the
California Building Standards Commission for acceptance, a project
website to house completed tools and other resources, and/or other
tools needed to move forward with the code adoption at the local
government and state level.
1.6.2.2. Implementation tools: This includes building department training, permit and inspection processes streamlining (including documenting all process efficiencies and benefits enabled by a suite of proposed streamlined permitting processes), presentation slides to educate the builder community, and/or other tools needed to move forward with the code implementation process.

1.6.2.3. Any tool recommendations and deliverables will be developed with, and vetted by, CPA, other interested municipalities, development community, and other key stakeholders.

1.6.3. Develop tools and templates for reach code adoption. Proposer will provide mutually agreed upon tools and templates with regional (Los Angeles and Ventura County) customization as needed. Adoption tools are expected to include:

1.6.3.1. A project website to house completed tools and other resources.
1.6.3.2. Building department training presentation.
1.6.3.3. Presentation slides for use at public workshops.
1.6.3.4. Local council meeting presentation sides for agency staff.
1.6.3.5. CEC submission cover letter template.
1.6.3.6. CEC submission packet.

1.6.4. These tools and templates will provide local governments a basis from which to customize their reports and presentations to staff, policymakers, contractors, CEC, the public, and other relevant parties. Proposer will work with CPA member agencies to customize these templates as necessary, answering questions related to these tools that may arise.

1.6.5. Develop tools and templates for reach code implementation. Proposer will provide mutually agreed-to tools and templates with regional (Los Angeles and Ventura County) customization as needed. This may include staff training sessions as requested. Implementation tools are expected to include:

1.6.5.1. Template staff reports.
1.6.5.2. Summary of potential permit and inspection process streamlining.
1.6.5.3. Findings for local governments to use when submitting building codes to the California Building Standards Commission for acceptance.
1.6.5.4. Training slides for builder community on finalized codes.
1.6.5.5. Other tools needed to move forward with the code adoption process at the local government and state level.

Task 1.6 Anticipated Deliverables:

- Tool and template identification:
  - Provide a list of adoption tools to develop with descriptions.
  - Provide a list of implementation tools to develop with descriptions.
- Adoption tools and templates:
Create a project website to house all final documents, and tools and templates created.

- Create building department training presentation slides.
- Create presentation slides for public workshops.
- Create local council meeting presentation slides for agency staff.
- Create a CEC submission cover letter template.
- Create CEC submission packets.

- Implementation tools and templates:
  - Develop template staff reports and other training presentation slides.
  - Create a summary outlining permit and inspection process streamlining recommendations.
  - Develop findings to submit to the Building Standards Commission for reach code acceptance.
  - Create template training slides for builders on finalized reach codes.
  - Develop other implementation tools as needed.

1.7. Develop Cost-Benefit Analysis.

1.7.1. Buildings.

1.7.1.1. Proposer will utilize the Statewide Codes and Standards Program's cost-effectiveness analysis for building electrification model codes. Proposer will package the results of the analysis as needed as a component of the proposed model reach code package to the CEC and provide a summary of building electrification cost effectiveness results. Proposer will provide enhanced explanations of existing cost-benefit analysis and supplemental data visualizations where requested, but no new cost-benefit analysis for new construction reach codes in buildings will be necessary.

1.7.1.2. Municipalities will be encouraged to utilize the Statewide Codes and Standards program cost-benefit analysis for evaluating the efficacy of the building electrification model codes.

1.7.2. EV infrastructure.

1.7.2.1. Proposer will provide a more detailed cost-benefit analysis for EV infrastructure reach codes than is currently available from the Statewide Codes and Standards Program to allow jurisdictions to make informed decisions about the implications of passing EV infrastructure reach codes. Proposer will conduct an analysis including all costs and benefits – monetary and non-monetary (e.g., emissions impacts) – of the measures included. The EV cost-benefit analysis will be developed in a manner consistent with state and industry standards. In addition, this will include determining the:

1.7.2.1.1. 2022 CALGreen Standards incremental compliance construction costs.
1.7.2.1.2. Incremental construction costs resulting from the reach code (first costs).
1.7.2.1.3. Retrofitting costs to install the same charging density as Task 1.7.2.1.2 above.

**Task 1.7 Anticipated Deliverables:**
- Develop building electrification cost-effectiveness study results summary.
- Create enhanced building electrification cost-effectiveness summaries and data visualizations (upon request).
- Create an EV cost-effectiveness analysis document.

1.8.1. Create a final report summarizing the new construction model codes developed and the reasons for which these codes were chosen. The final report should include a summary of the questions asked by member agencies and the support provided by Proposer and program partners. The final report should include any learnings from challenges encountered in the reach code development, adoption, and implementation processes including work with local government staff, contractors and other outside third parties.

**Task 1.8 Anticipated Deliverables:**
- Provide a final report summarizing support provided and challenges encountered in New Construction Reach Code Program.
  - Include appendices with a detailed list of questions asked and answers/support provided to member jurisdictions.

2. Task 2: Existing Buildings Reach Code Pilot Program

2.1. The Existing Building Reach Code Pilot Program is intended to provide a full suite of tools, templates, model codes and support for up to two (2) CPA member agencies interested in pursuing existing building reach codes. Proposer will work with CPA to determine which two (2) member agencies will be part of the pilot program. Proposer will provide similar tools and templates as those itemized in the new construction program (Task 1 of this scope) along with answering all technical and adoption related questions by providing on-call support by phone and email.

2.2. CPA understands that existing building reach codes are relatively new and that fewer resources exist for jurisdictions interested in them. Proposer will work with CPA to determine what tools and resources are necessary to facilitate existing building reach code adoption for these two pilot cities and for additional future local governments. More than one (1) public workshop may be necessary for each pilot city depending on the level of pushback and community engagement.
2.3. Proposer will be the primary contact for existing building reach code questions and support for the two pilot jurisdictions. Proposer will host stakeholder engagement meetings with regional partners to keep relevant regional partners apprised of the program’s progress and to confer on any challenges that arise. Questions regarding existing building reach codes from non-pilot CPA member agencies will be deferred to SCE.

2.4. Existing Building Pilot Program Roles and Responsibilities Matrix:

2.4.1. Table 4 below is a table that outlines the roles and responsibilities between CPA, Proposer, and other partners for the Existing Buildings Reach Code Pilot Program. CPA anticipates that SCE and its contractors will serve as primary providers for additional on-call technical support to member agencies outside of the two (2) pilot jurisdictions. The role of SCE or its contractors, as specified in the table below, will need to be clarified and confirmed by Proposer. Proposer must specify how it plans to problem solve in the event that SCE does not meet its anticipated responsibility.

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<th>TABLE 4</th>
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<td><strong>Task</strong></td>
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<td>Overall Program Oversight</td>
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<td>Outreach to Encourage Program Participation</td>
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<td>Kick Off Workshops</td>
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<td>Research and Development of Model Codes</td>
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<td>On-Call Technical Support for 2 Pilot Cities</td>
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<td>Additional On-Call Support for Non-Pilot Cities</td>
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<td>Tracking Partner On-call Technical Support to Pilot Agencies</td>
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<td>Tools and Templates</td>
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<td>Cost-Benefit Analysis</td>
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<td>Attend City Council Meetings</td>
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<td>Bi-Monthly or Monthly Stakeholder Meetings</td>
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Task 2 Anticipated Deliverables:
- Research of current existing building reach codes.
  - Develop a summary report on variety of existing building reach code strategies that is easy to review by stakeholders and participating local governments. This analysis should include a summary of existing building reach code programs run by other CCAs, RENs, investor owned utilities (“IOUs”), and other similar organizations. This report
should describe both mandate- and incentive-based codes.

- **Stakeholder engagement.**
  - Conduct a kick off workshop for participating member agencies in existing building reach code pilot program.
  - Conduct monthly stakeholder engagement calls with the pilot jurisdictions and partner organizations like the Building Decarbonization Coalition, SCE, 3C REN and SoCalREN. These stakeholder engagement calls can be combined with calls in Task 1.3.
  - Provide meeting notes and attendee lists for all stakeholder coordination calls.
  - Develop a matrix of questions asked by local governments and Proposer responses.

- **Public workshops.**
  - Conduct one (1) to two (2) public workshops per member agency to gather public feedback. The primary goal of the workshops will be to educate and inform key community members and stakeholder groups, including but not limited to building owners, environmental groups, electric vehicle charging companies, building decarbonization experts, energy workers, and members of the public, on the value of reach codes and the types of model codes that have been proposed by the member agency. Additionally, CPA seeks to use the public workshops to answer stakeholder questions, address building community concerns, and generate community support for the reach codes leading into local council meetings.
  - Create attendee list at workshops.
  - Provide a summary of community questions and comments.

- **Model code development.**
  - Conduct two (2) to four (4) online or in-person workshops to develop model existing building reach codes with participating member agencies.
  - Develop final model existing building reach codes.
    - The number and kind of existing building model reach codes to be developed will be determined in consultation with CPA and the participating pilot jurisdictions.
    - Proposer will select two (2) to four (4) varying levels of stringency for each model code type. The model reach code options must be compliant with and surpass California’s 2022 Building Code and are expected to leverage the cost-effectiveness analysis results from the 2022 Statewide Codes & Standards Program, where possible.
    - Once model codes have been developed, Proposer will work with member agencies as needed to customize these model
codes to jurisdictional needs.

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<th>TABLE 5</th>
<th>Example Number of Model Codes Developed</th>
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<td>Model Code A</td>
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<td>Stringency: Low</td>
<td>Stringency: High</td>
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</table>

- Create model code package: summary of model code purpose and adoption timeline; matrix highlighting differences between model code versions.
- Distribute final model codes to pilot jurisdictions and post on program website.

- On-call existing building support.
  - Provide technical and adoption support in the form of answering staff questions, attending city council meetings, and providing additional resources to educate policymakers on the benefit of reach codes that address existing buildings.
  - Create a matrix of technical and adoption assistance provided to program pilot jurisdictions.

- Tools and templates.
  - Develop a list of identified adoption tools to develop with descriptions.
  - Develop a list of implementation tools to develop with descriptions.
  - Create a project website to house all final documents, model codes and relevant resources for member agencies.
  - Develop adoption tools, including:
    - Building department presentation slides.
    - Public workshop presentation slides.
    - Builder community presentation slides.
    - Local council meeting presentation slides for agency staff.
    - CEC submission cover letter template.
    - CEC submission packets.
    - List of cities and assistance provided.
    - Other tools as determined in consultation with CPA.
  - Develop implementation tools, including:
    - Template staff reports and other training presentation slides.
    - Document outlining permit and inspection process streamlining recommendations.
    - Findings to submit to the BSC for reach code acceptance.
    - Template training slides for builders on finalized reach codes.
    - Other tools as needed.

- Cost-benefit analysis.
  - Create an existing Building Electrification Cost-Effectiveness Study results summary.
• Create an existing Building EV Infrastructure Cost-Effectiveness analysis summary.

• Final report summarizing Existing Building Reach Code Pilot Program.
  o Provide a final report summarizing the existing building model codes developed and the reasons for which these codes were chosen. The final report should include a summary of the questions asked by member agencies and the support provided by Proposer and program partners. The final report should include any learnings from challenges encountered in the reach code development, adoption or implementation processes including work with local government staff, contractors, and other outside third parties. This report should include a suggested path forward for working with additional CPA member agencies on existing building reach codes.
  o Include appendices with a detailed list of questions asked and answers/support provided to member jurisdictions

3. Task 3: Building and Vehicle Charging Electrification Research and Design

3.1. Proposer will research current programs, funding options and regulatory means for CPA to make meaningful impacts in building electrification and EV charging adoption in its member communities. The scope of this project is wide, including incentive and rebate options, financing options, in lieu fees, EV charging rebates, and regulatory mechanisms that can be employed to add EV charging to existing gasoline stations. CPA is open to additional suggestions from Proposer on innovative programs to further building electrification and can adjust the scope of research contained here accordingly. The ability of CPA to design and/or implement programs that leverage the funding and incentives contained in the recently passed Inflation Reduction Act should be an integral part of this research project.

3.1.1. The final output of this task will be to create a summary report identifying three (3) possible tracks for CPA to take over a three (3) year time horizon. Topics in the report will include the number of buildings affected, the cost to CPA and the GHG benefit of each program. Proposer will work with CPA to determine the structure of the three program tracks. As an example, program track options could include:

3.1.1.1. Expanded reach code program.
3.1.1.2. Expanded reach code program + water heating and HVAC appliance incentives + kitchen and laundry appliance incentives.
3.1.1.3. Expanded reach code program + water heating and HVAC appliance incentives + kitchen and laundry appliance incentives + EV charging incentives.

3.1.2. Financing options (such as on-bill financing, on-bill repayment, tarif...
bill financing), or charges for non-compliance such as in lieu fees should be assessed for each track.

3.2. Identify Tools, Resources and Funding Opportunities to Electrify New and Existing Buildings.

3.2.1. Identifying tools, resources and current or future funding opportunities that could increase the rate of conversion to electric buildings and provide added incentives to persuade local governments to adopt new construction and existing building reach codes. Research should include the following elements:

3.2.1.1. Regional stakeholders: determining who the important regional stakeholders are in the new construction and existing building electrification space, including developers, building electrification experts, Tri-County and SoCal Regional Energy Networks, SCE, building trades, and other members of the community.

3.2.1.2. Existing electrification programs: analysis of the successes and challenges faced by programs that have been implemented by other CCAs, RENs, IOUs and other entities that have aimed to jump-start electrification through reach codes and appliance incentives/rebates.

3.2.1.3. Appliance rebates and incentives: determining what existing and future local, state, and federal funding sources are available for electric upgrades in new and existing buildings for HVAC, water heating, kitchen, laundry, and other appliances.

3.2.1.4. Other non-code-based strategies such as in-lieu fees: analyzing programs that have used these strategies as part of their building electrification program.

3.2.1.5. Adoption and implementation tools: determining what tools, templates and trainings currently exist, or could be developed, to provide building department training, permit and inspection processes streamlining (including documenting all process efficiencies and benefits enabled by a suite of proposed streamlined permitting processes), builder community education, and/or other tools are needed to forward the building electrification process.

Task 3.2 Anticipated Deliverables:

- Create a summary of tools, resources, and funding opportunities to electrify new and existing buildings.

3.3. Identify Tools, Resources and Funding Opportunities to Increase EV Infrastructure at New and Existing Buildings.

3.3.1. Identifying tools, resources and current or future funding opportunities that could increase the number of EV capable, ready, and installed EV charging
spaces in residential and commercial buildings. Research should include the following elements:

3.3.1.1. Regional stakeholders: determining who the important regional stakeholders are in EV Infrastructure at new construction and in existing buildings.

3.3.1.2. Existing EV infrastructure programs: analysis of the successes and challenges faced by programs from CCAs, RENs, IOUs, and other organizations to increase EV charging infrastructure.

3.3.1.3. EV infrastructure rebates and incentives: determining what existing and future local, state, and federal funding sources of rebates and incentives exist for EV infrastructure.

3.3.1.4. Adoption and implementation tools: determining what tools, templates and trainings currently exist, or could be developed, to provide building department training, permit and inspection processes streamlining (including documenting all process efficiencies and benefits enabled by a suite of proposed streamlined permitting processes), builder community education, and/or other tools needed to increase EV infrastructure.

**Task 3.3 Anticipated Deliverables:**
- Create a summary of tools, resources, and funding opportunities to increase EV infrastructure.

3.4. Research CPA’s Financing Options for Building Electrification and EV Charging Infrastructure.

3.4.1. This task includes determining what options and roadblocks exist for CPA to offer retrofit financing mechanisms for building electrification upgrades and EV infrastructure. Proposer will investigate on-bill financing, on-bill repayment, tariffed on-bill financing and other financing options for HVAC, water heating, kitchen, and laundry appliance upgrades as well as energy efficiency upgrades and EV Infrastructure improvements in new construction and existing buildings. Proposer will determine what other programs exist that could be a model for CPA. Proposer will provide an analysis of the benefit of financing options for each of the three program tracks itemized in the Final Report described in Task 3.6.

3.4.2. Analysis should include feasibility of implementation, process for implementation and partners that need to be engaged, cost to CPA, the number of buildings that it could potentially support, and estimated upgrades and estimated GHG savings.

**Task 3.4 Anticipated Deliverables:**
- Create a summary of financing options for building electrification and EV
3.5. Research EV Charging Potential & Regulatory Mechanisms at Existing Fueling Stations.

3.5.1. Proposer will summarize existing research on the potential for EV charging infrastructure at publicly accessible gasoline stations along major traffic corridors and rural/residential areas in Ventura and Los Angeles Counties. Proposer should identify studies from federal, state, local agencies and other reputable organizations that focus on the number of chargers that could be installed, the potential number of vehicles that would fuel at these locations, potential GHG and fuel reductions, and the amount of additional electricity that would need to be delivered to serve these stations.

3.5.2. Proposer will research regulatory mechanisms that are currently in place, or that could be passed by member agencies, to encourage or require gasoline stations to install EV charging infrastructure. CPA is particularly interested in any permitting processes currently in place that could be used to require gas stations to install EV infrastructure when a permit renewal is required.

Task 3.5 Anticipated Deliverables:
- Create a summary report of EV charging potential and regulatory mechanisms, including:
  - Research Summary on the potential for GHG savings and electricity provided through EV infrastructure installations at gas stations.
  - Summary of available regulatory mechanisms to increase EV infrastructure at gas stations and a recommendation for CPA to affect these mechanisms.


3.6.1. Create a summary report of the analysis and research conducted in Task 3. Proposer should provide a minimum of three (3) program recommendations and outline their reach, cost, challenges and potential GHG savings. Each program track should have a minimum of a three (3) year time horizon and include the potential impact of financing options discussed in Task 3.4. Proposer should consider how CPA can expand on the New Construction and Existing Building Reach Code programs outlined in Tasks 1 and 2, while also describing additional incentives, financing, and other program options.

3.6.2. The final report should also contain a summary for Task 3.5 on regulatory forcing mechanisms for gas stations.

Task 3.6 Anticipated Deliverables:
- Provide a final report with recommended strategies for existing building infrastructure.
eletrification and EV infrastructure, financing options and regulatory mechanism summary:
  o Minimum of three (3) recommended program tracks.
  o Minimum of three (3) year time horizon for each track.
  o Inclusion of results of research for tools and templates, incentives and rebates, financing options and regulatory mechanisms for gas stations.

**Anticipated Program Timeline**

This program is expected to run over the course of two (2) years, starting January 2023 through December 2024. Member agencies may become interested in and choose to engage new construction reach code support at any time during these two (2) years. The technical reach code support activities set forth in Tasks #1 and #2 are expected to extend over the entire program term. Each program task is expected to kick off in January 2023. Table 6 below includes an anticipated timeline for the program. A final timeline will be negotiated with the successful Proposer.

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<tr>
<th>Task</th>
<th>Description</th>
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<td>1</td>
<td>Task #1 kick off</td>
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<td>1</td>
<td>Completion of Tasks 1.1 - 1.4</td>
<td>April 2023</td>
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<td>2</td>
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<tr>
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<td>Completion of Task 3 and final report</td>
<td>July 2023</td>
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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.

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ATTACHMENT D
SAMPLE CONTRACT

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

Clean Power Alliance of Southern California

This Professional Agreement (this “Agreement”), dated and effective as of [Month/Day, Year] (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and

[Legal Name of Contractor]. (“Contractor”).

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

RECITALS

WHEREAS, CPA may contract with a provider for technical consulting services for the development of building and electric vehicle (“EV”) reach codes;

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

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

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

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

AGREEMENT

Definitions

The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.

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

“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.

“CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.

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

**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.

**Services to be Performed by Contractor**

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

**Compensation**

CPA agrees to compensate Contractor as specified in Exhibit C:

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.

Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

**Term**

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

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.

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.

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.

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, case 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.

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.

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.

No Recourse against Constituent Members

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

Confidential Information

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

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: (l) 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.

**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.

**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.

**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.

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.

**Independent Contractor**

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.

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.

**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.

**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.

**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.
**Notices**

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

In the case of CPA, to:

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

In the case of Contractor, to:

Name/Title:  
Address:  
Telephone:  
Email:  

**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.

**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.

**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.

**Conflict of Interest**

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.

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.

**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.

**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.

**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.

**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.

**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.

**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] By: Theodore Bardacke
Title: [Fill in] Title: Chief Executive Officer
ATTACHMENT E
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Government Code Section 84308

In accordance with California law, proposers 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 proposer or contractor plus contributions by its parents, affiliates, and related companies of the contractor or proposer 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 proposer's responsibility to comply with Section 84308.

Every proposer or contractor must disclose as follows:

Section 1
Proposer/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 Proposer (identified in Section I) 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**

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*Attach additional pages, if necessary*

**Section 4**

I, _______________________, [print name] am authorized to sign this disclosure on behalf of the Contractor/Proposer 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**

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<tr>
<td>1. Agoura Hills</td>
<td>Deborah Klein Lopez</td>
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<td>2. Alhambra</td>
<td>Jeff Maloney</td>
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<td>3. Arcadia</td>
<td>Sho Tay</td>
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<tr>
<td>4. Beverly Hills</td>
<td>Julian Gold</td>
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<td>5. Calabasas</td>
<td>Mary Sue Maurer</td>
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<td>6. Camarillo</td>
<td>Susan Santangelo</td>
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<td>7. Carson</td>
<td>Jawane Hilton</td>
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<td>8. Claremont</td>
<td>Corey Calaycay</td>
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<td>9. Culver City</td>
<td>Daniel Lee</td>
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<td>10. Downey</td>
<td>Catherine Alvarez</td>
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<tr>
<td>11. Hawaiian Gardens</td>
<td>Luis Roa</td>
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<tr>
<td>12. Hawthorne</td>
<td>Alex Monteiro</td>
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<tr>
<td>13. LA County</td>
<td>Sheila Kuehl</td>
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<tr>
<td>14. Malibu</td>
<td>Mikke Pierson</td>
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<tr>
<td>15. Manhattan Beach</td>
<td>Hildy Stern</td>
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<tr>
<td>16. Moorpark</td>
<td>Janice Parvin</td>
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<td>17. Ojai</td>
<td>Betsy Stix</td>
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<tr>
<td>18. Oxnard</td>
<td>Bert Perello</td>
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<td>19. Paramount</td>
<td>Vilma Cuellar Stallings</td>
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<td>20. Redondo Beach</td>
<td>Christian Horvath</td>
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<tr>
<td>21. Rolling Hills Estates</td>
<td>Steve Zuckerman</td>
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<td>Alternate Director(s)</td>
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<tr>
<td>22. Santa Monica</td>
<td>Gleam Davis</td>
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<td>23. Sierra Madre</td>
<td>Robert Parkhurst</td>
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<td>24. Simi Valley</td>
<td>Ruth Luevanos</td>
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<td>25. South Pasadena</td>
<td>Diana Mahmud</td>
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<td>26. Temple City</td>
<td>Fernando Vizcarra</td>
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<td>27. Thousand Oaks</td>
<td>Kevin McNamee</td>
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<tr>
<td>28. City of Ventura</td>
<td>Sofia Rubalcava</td>
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<td>29. Ventura County</td>
<td>Linda Parks</td>
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<tr>
<td>30. West Hollywood</td>
<td>Lindsey Horvath</td>
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<tr>
<td>31. Westlake Village</td>
<td>Ned Davis</td>
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<tr>
<td>32. Whittier</td>
<td>Fernando Dutra</td>
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**ALTERNATE DIRECTOR(S)**

<table>
<thead>
<tr>
<th>County/City</th>
<th>Alternate Director(s)</th>
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<tbody>
<tr>
<td>1. Agoura Hills</td>
<td>Linda Nothrop</td>
</tr>
<tr>
<td></td>
<td>Louis Celaya</td>
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<tr>
<td>2. Alhambra</td>
<td>Adele Andrade-Stadler</td>
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<td>3. Arcadia</td>
<td>Dominic Lazzaretto</td>
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<td>4. Beverly Hills</td>
<td>Robert Wunderlich</td>
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<td>5. Calabasas</td>
<td>David Shapiro</td>
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<td>Michael McConville</td>
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<td>Sean Mulchay</td>
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<td>Tony Trembley</td>
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<td>7. Carson</td>
<td>Cedric L. Hicks Sr.</td>
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<td>Reata Kulcsar</td>
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<tr>
<td>8. Claremont</td>
<td>Jennifer Stark</td>
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<td>9. Culver City</td>
<td>Yasmine-Imani McMorrin</td>
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<td>Joe Susca</td>
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<td>10. Downey</td>
<td>Donald La Plante</td>
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<td>11. Hawaiian Gardens</td>
<td>Ramie L. Torres</td>
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<td>12. Hawthorne</td>
<td>Selena Acuna</td>
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<td>Holly Mitchell</td>
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<td>14. Malibu</td>
<td>Steve Uhring</td>
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<td>15. Manhattan Beach</td>
<td>Carrie Tai, Joe Franklin</td>
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<td>16. Moorpark</td>
<td>Jessica Sandifer</td>
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<td>17. Ojai</td>
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<td>Susan McSweeney, Philippe Eskandar</td>
</tr>
<tr>
<td>32. Whittier</td>
<td>Octavio Martinez, Vicki Smith</td>
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