



**REQUEST FOR QUALIFICATIONS
COMMUNITY NEEDS ASSESSMENT FOR PROGRAM DEVELOPMENT**

TO: All Prospective Consultants

SUBJECT: Request for Qualifications: Community Needs Assessment(s) for Program Development

DATE ISSUED: July 7, 2022

RESPONSES DUE: August 5, 2022

I. PROJECT SUMMARY

Sonoma Clean Power Authority (“SCP”) issues this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“Submittals”) from qualified entities (“Consultants” or Submitters”) for SCP’s Community Needs Assessment(s) for Program Development. SCP’s Community Needs Assessment(s) for Program Development will help inform the development of future offers and incentives for SCP customers to make the switch to clean electricity more affordable.

Consultant(s) selected for the Community Needs Assessment(s) for Program Development will help SCP to understand the barriers preventing community members from participating in SCP programs, and learn about their specific needs, wishes and concerns when it comes to energy efficiency and electrification.

SCP’s target date for commencement of a community needs assessment is October 2022. Minority-owned, women-owned and locally headquartered businesses are encouraged to respond to this RFQ.

II. ABOUT SONOMA CLEAN POWER

SCP is a public, locally-run “community choice aggregation” power provider covering approximately 230,000 electricity account customers in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). SCP’s mission is to turn the tide on the climate crisis through bold ideas and practical programs. For more information about SCP go to: www.sonomacleanpower.org.



III. RFQ TIMELINE

EVENT	DEADLINE
RFQ Published	July 7, 2022
Deadline for questions to be submitted	July 22, 2022
Responses to questions to be posted on SCP website	July 26, 2022
Submittal packages due	August 5, 2022, by 5PM
RFQ Submission review complete	August 12, 2022
Target Date for Interviews	Week of August 22nd, 2022

IV. PROJECT BACKGROUND & SCOPE

PROJECT BACKGROUND

SCP has made a commitment, through the Programs Strategic Action Plan¹ and Programs Equity Framework², to ensure our programs are informed by the needs of the communities we serve. The Programs Equity Framework directs staff to begin by conducting community needs assessments to identify communities’ unique needs, the underlying reasons or causes of issues, existing barriers, and the types of resources that are already available to address issues.

Conducting community needs assessments based on the strategies identified in the Programs Strategic Action Plan would provide the foundation for future program development under those strategies. This RFQ will identify potential partners and consultants with the expertise needed to conduct these assessments in our territory.

¹ <https://sonomacleanpower.org/uploads/documents/SAP.pdf>

² <https://sonomacleanpower.org/uploads/documents/ENG-Programs-Equity-Framework - APRIL.pdf>



PROJECT SCOPE

The objective of the Community Needs Assessment(s) for Program Development is to drive the development of more impactful customer programs that meet community needs. SCP plans to launch up to five assessments in Fiscal Year 22/23 (July 2022-June 2023) and Fiscal Year 23/24 (July 2023-June 2024) that will address five different categories of needs:

- **Transportation and mobility needs**
Assess transportation and mobility needs in relation to solutions that reduce transportation costs and eliminate fossil fuel use for transportation (for example, programs that electrify transportation).
- **Residential energy use**
Assess residential energy needs in relation to solutions that help reduce energy bills and eliminate fossil fuel use (for example, through building efficiency and electrification).
- **Residential resiliency needs**
Assess residential resiliency needs in relation to solutions that reduce the impact of natural disasters and power shutoffs without the use of fossil fuels (for example, producing renewable energy, and reducing peak demand).
- **Commercial building energy use and resiliency needs**
Assess commercial building energy use and resiliency needs in relation to solutions that reduce energy costs and eliminate fossil fuel use in commercial buildings (for example, by accelerating building efficiency and electrification, producing renewable energy, and reducing peak demand).
- **Agricultural energy use**
Assess agricultural needs for energy in relation to solutions that eliminate fossil fuel use (for example, by electrifying agricultural vehicles or equipment and increasing efficiency).

Selected Consultant(s) will be responsible for the following:

Collecting demographic data

- Gather existing data related to community needs assessment category
- Leverage past research



Conducting key informant outreach, interviews, focus groups and surveys

- Conduct key informant interviews (e.g., Community Based Organizations and community services that are trusted by the targeted communities)
- Conduct focus groups with community members and service providers
- Develop and collect responses to online and/or in-person surveys and interviews
- Prioritize SCP's priority communities in outreach (to be defined by SCP)
- Use appropriate languages for each community

Analyzing research and statistical data

- Provide analysis of key informant interviews, focus groups, and surveys using segmentation
- Utilize quantitative and qualitative approaches

Providing recommendations

- Identify viable opportunities and options to develop impactful programs for our service territory that improve the lives of local residents and reduce climate emissions
- Identify financial assistance levels and support structures that enable and encourage our customers to participate
- Highlight recommendations for SCP's priority communities (to be defined by SCP)

Closing the loop with our community

- Report back to our community on results of community needs assessment
- Solicit feedback on recommendations and accuracy of report
- Connect SCP with community groups and stakeholders for future program development (work with engaged communities to build bridges)

V. CONSULTANT MINIMUM REQUIREMENTS

All Consultants must adhere to the following minimum qualifications. Any Consultant not meeting minimum qualifications will not be considered:

- Must be licensed, and in good standing, to do business in the State of California and Counties of Sonoma and/or Mendocino as appropriate;
- Must have experience successfully administering a community needs assessment, needs assessment, or similar project, with expertise in one or more of the 5 categories of needs;
- Must have a basic understanding of Sonoma Clean Power and the Community Choice Aggregation (CCA) model;
- Must be able to provide Spanish translation in all forms of communication; and



- Must be able to provide monthly reports to SCP.

VI. REVIEW PROCESS

Responses will be evaluated based on:

- Thoroughness and creativity of response.
- Professional qualifications and demonstrated ability of Consultant to perform the work.
- Consultant's competence, technical ability, and related experience.
- Experience of staff assigned to the work.
- Ability and history of successfully completing projects of a similar type, meeting delivery deadlines and experience with similar work.
- Exceptions to SCP's Standard Agreement (Exhibit A).
- Completeness and quality of submittals.
- Quality of references.
- Satisfaction of minimum and desired Consultant requirements, as described in this RFQ.
- Cost effectiveness
- Any other factors SCP deems relevant.

Depending on the responses to this RFQ and interviews, SCP may choose to contract with more than one firm or individual, regardless of whether such individual and/or firm responded to this RFQ. Any selected Consultant(s) will be contacted by SCP staff to finalize a contract. SCP staff will evaluate the responses to this RFQ, and may, in its discretion, interview selected firms and individuals that staff determine are most qualified. SCP may contract with a single form for multiple assessments.

Issuance of this RFQ is not a guarantee that SCP will enter into any contract with any respondent. SCP reserves the right, at its sole discretion, to waive irregularities in submittals, RFQ requirements (including minimum/desired Consultant and Product requirements), to request modifications of any submittal, to accept or reject any or all submittals received, and to cancel all or part of this RFQ at any time prior to awards.

Responses that do not satisfy RFQ and submittal requirements cannot be adequately evaluated.

VII. QUESTIONS REGARDING THE RFQ; ADDENDA

For questions regarding this RFQ, please contact: programs@sonomacleanpower.org with the subject line clearly marked "*Community Needs Assessment RFQ - Questions.*" Questions must be received no later than the deadline set forth in section III of this RFQ. SCP will not guarantee providing answers to questions



submitted after the question deadline but will make reasonable efforts to do so. SCP will post and share responses to all questions submitted by the deadline established in this RFQ publicly.

No other contact with SCP employees or its contractors related to this RFQ shall be made throughout this entire process. Any unauthorized contact may result in immediate disqualification.

In the event it becomes necessary to revise any part of this RFQ, SCP will issue written addenda. Any amendment to this RFQ is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this RFQ.

VIII. RFQ SUBMITTAL PROCESS

Submittal Deadline. The deadline for submittal of qualifications is set forth in section III of this RFQ. No submittals will be accepted after that time.

Place and Form of Submittal. One copy of the submittal should be emailed to programs@sonomacleanpower.org with the subject line clearly marked *"Community Needs Assessment RFQ Submittal"*. Upon submittal, you will receive a confirmation of receipt. Mailed, hand delivered, or faxed submittals will not be accepted.

Representation. Submission of a submittal shall be deemed a representation that the Consultant:

- Has carefully read and fully understands the information provided by SCP as part of this RFQ, including all Exhibits;
- Represents that all information submitted is true and correct;
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm in regard to the amount, terms or conditions of its submittals; and
- Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

Modification. No request for modification of a submittals shall be considered after submission on the grounds that a Firm was not fully informed about any fact or condition.

IX. SUBMITTALS REQUIREMENTS

Consultants should provide only complete and accurate information.

The submittals shall contain the following sections (1-5), and be no longer than 10 pages, minus attachments.



1. Cover Sheet. Must contain reference to this solicitation, the legal business name, address, and contact information, and the signature of an individual with authority to bind the organization or firm.

2. Company information. Submit a brief history and description of your company's operations. Include the following:

- The scope and nature of your company
- Years of operation
- Link to your company's website
- Location of office that would support this work

3. Category. Please indicate one or more categories where your company has expertise and should be considered for conducting a community needs assessment:

- Transportation and mobility needs
- Residential energy use
- Residential resiliency needs
- Commercial building energy use and commercial resiliency needs
- Agricultural energy use

4. Experience. Discuss similar projects your company has worked on or participated in. Please include projects in California and/or projects working with utilities, if applicable. For each project, please provide a reference. Identify the specific staff that would work on this project and provide a brief description of their qualifications and experience.

5. Standard Agreement Exceptions. Identify exceptions to SCP's Standard Agreement (Exhibit A). Objections or changes to the Form of Agreement not set forth in the response are deemed waived by the Consultant.

X. GENERAL TERMS AND CONDITIONS

SCP Standard Agreement.

Contracts for services will be between the Consultant and SCP. A sample of SCP's Standard Agreement is included as Exhibit A. Consultants must be willing to provide the required insurance and accept the terms of SCP's Standard Agreement. A Consultant taking exception to any part of the Standard Agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or changes requested to the Standard Agreement may constitute grounds to reject the submittal.

Failure to address exceptions to the Standard Agreement in your statement will be construed as acceptance of all terms and conditions contained therein. No



negotiation over Standard Agreement provisions will be permitted unless the provisions were objected to when the submittal was submitted.

SCP reserves the right to further negotiate existing or additional elements of its Standard Agreement with successful Consultants.

California Public Records Act. All submittals submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Consultant desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the Consultant to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Consultant's request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Consultant that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this Request for Qualifications shall become the property of SCP and will be retained or disposed of accordingly.

All submittals received by the specified deadline will be reviewed by SCP for content, including but not limited to amount of discount offered, experience and qualifications of the bidding Consultants.

During the evaluation process SCP may request from any Consultant additional information which SCP deems necessary to determine the Consultant's ability to perform the required services.

Respondents bear all costs associated with responding to this RFQ, and SCP will provide no compensation for these costs.

XI. RIGHTS OF SONOMA CLEAN POWER

This RFQ does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a qualifications statement or in anticipation of a contract.

SCP reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all Submittals;
- Issue subsequent solicitations;
- Postpone any of the time periods set forth in this RFQ, for its own convenience;
- Remedy technical errors in the RFQ;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all, multiple or none of the Consultants that respond;



- Alter SCP's Standard Agreement to be inclusive of any unique, unanticipated legal concerns.
- Negotiate a final project scope that includes all, just a portion or related additional items relative to the proposed project scope set forth in this RFQ;
- Negotiate any price or provisions and accept any part, or all parts of any or all Submittals, whichever is in the best interest of SCP;
- Waive informalities and irregularities in the Submittals;
- Utilize others to perform or supply work of the type contemplated by this RFQ;
- Request submittals from others with or without requesting submittals from consultants for the work of the type contemplated by this RFQ; and/or
- Enter into an agreement with another firm or re-solicit the project in the event the originally selected firm defaults or fails to execute an agreement with SCP.

SCP reserves the right not to contract with any Consultant. If SCP decides to contract, SCP will contract with the Consultants whose responses best meets the needs of SCP, consistent with the selection process set forth above.

An agreement is not binding or valid with SCP unless and until it is executed by authorized representatives of SCP and the Consultant selected.

Evaluation of a response does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this RFQ or consider or enter into any agreement or undertake any liability to any firm in connection with this RFQ and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of SCP. SCP shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFQ process.

XII. CONFLICTS OF INTEREST

SCP is governed by the Political Reform Act (Government Code Section 87100, et seq), Government Code Section 1090, Government Code Section 84308, related regulations, and other requirements governing conflicts, campaign contributions, and gifts ("COI Laws").

Proposers are required to review all applicable COI Laws and by submitting a Proposal in response to this RFQ, Submitter also acknowledges that it has reviewed all applicable COI Laws and applicable SCP policies, as they may be amended from time to time.

This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. SCP



employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with the Submitter.

Submitters must disclose to SCP of any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Submitter, any employees of Submitter, or any other person relative to the services to be provided pursuant to this RFQ.

Attachment A

Agreement for Professional Services

This Agreement for Professional Services (“Agreement”), dated as of [REDACTED] (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCP”), a California joint powers authority, and [REDACTED] (“Consultant”). SCP and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

1. **Scope of Services:** Consultant agrees to provide to SCP the services described in Exhibit A (“Services”).
2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services . If SCP determines that any of Consultant’s work performed as Services is not in accordance with the level of competency and standard of care normally observed by an expert practicing in Consultant’s profession, SCP, in its sole discretion, shall have the right to do any or all of the following:
 - a. require Consultant to meet with SCP to review the quality of Consultant’s work performed as Services and resolve matters of concern;
 - b. require Consultant to repeat the Services at no additional charge until the work meets the level of competency and standard of care normally observed by an expert in Consultant’s profession;
 - c. terminate this Agreement pursuant to Section 6; or
 - d. pursue any and all other remedies at law or in equity.
3. **Payment:** Consultant shall submit one monthly invoice each calendar month in which Services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
 - a. Date;
 - b. Detailed description of work performed and person(s) involved; and
 - c. Time spent in 1/2 hour increments.

When such an invoice is furnished in accordance with this Agreement, SCP shall pay all undisputed amounts owing for Services adequately rendered set forth in such invoice within thirty (30) calendar days of receipt such invoice, applying the following rates:

- i. Fees based on the fee schedule, as set forth in Exhibit B (“Fee Schedule”); and
- ii. Reimbursable expenses pre-approved by SCP.

Without limiting the foregoing, Consultant (1) acknowledges that its failure to submit an invoice within sixty (60) days of the occurrence of the event to which a charge contained therein relates is an express condition precedent to any right it may have to payment in connection therewith, and (2) hereby stipulates that Consultant’s failure to strictly comply with such condition precedent is a waiver and release of any right Consultant might otherwise have to payment in connection therewith.

4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE TOTAL AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED [write out amount] dollars (\$ []). This dollar amount is not a guarantee that SCP will pay that full amount to Consultant but is merely a limit of potential SCP expenditures under the Agreement. In the event that this total payable amount is reached, Consultant shall continue to furnish and complete the Services at no additional charge.
5. **Term of the Agreement:** The term of this Agreement shall be from the Effective Date to [], unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after June 30, 2022 is subject to approval by SCP’s Board of Directors of a budget including such funding, and that SCP may terminate this Agreement pursuant to Section 6 below if such funding is not approved. Consultant, shall promptly deliver to SCP all materials and work product subject to Section 16 upon the conclusion of the term of this Agreement.
6. **Termination:**
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, SCP shall have the right to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant.
 - b. Notwithstanding any other provision of this Agreement, should Consultant fail to satisfactorily perform any of its obligations under this Agreement or otherwise breach any of the terms of this Agreement, SCP may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement.
 - c. In the event of termination, Consultant shall promptly and in any event no later than within fourteen (14) calendar days following the date of termination, deliver to SCP all materials and work product subject to Section 16 and shall submit to SCP a final invoice for any outstanding payments.

7. **Indemnification:** To the furthest extent permitted by law, Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense), and hold harmless SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.
8. **Insurance:** Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCP.
- a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
- Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- b. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to shall be written on an "any auto" form. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto).

- c. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCP. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.
- d. All Policies Requirements.
- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A-: VII.
 - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCP within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCP for the entire term of this Agreement.
 - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 431 E Street, Santa Rosa, CA, 95404.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCP immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
 - ix. If Consultant maintains higher limits than the specified minimum limits, SCP requires and shall be entitled to, coverage for the higher limits maintained by Consultant.

- x. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by SCP. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCP's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCP.
 - xi. SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents, shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
 - xii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - xiii. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - xiv. Policies shall not contain exclusions contrary to this Agreement.
9. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCP and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCP provides its employees. In the event SCP exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
10. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
11. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

Consultant agrees to indemnify and hold SCP harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCP is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCP with proof of payment of taxes on these earnings.

12. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to SCP for inspection and copying at any reasonable time and at Consultant's sole expense. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
13. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under applicable law or that would otherwise conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable laws relating to conflicts of interest, including by way of illustration and not by limitation California Fair Political Practices Act requirements.
14. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCP provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCP, Consultant shall not share Confidential Information with any other person or entity outside of SCP staff and SCP authorized representatives, and upon receipt of a court order, subpoena, or other process compelling disclosure of Confidential Information Consultant shall immediately notify SCP so that SCP

has an opportunity to obtain a protective order or other relief. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCP. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement ("Documents") shall be the property of SCP, and to the extent Consultant possesses such Documents, Consultant shall hold such Documents in trust for SCP's benefit. SCP shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCP all such Documents, which have not already been provided to SCP in such form or format, as SCP deems appropriate, and shall not thereafter retain Documents. Such Documents shall be and will remain the property of SCP without restriction or limitation.

17. **Assignment and Delegation:** Consultant shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the SCP.
18. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO SCP: Sonoma Clean Power Authority
Attn: [Project Manager Name]
431 E Street
Santa Rosa, CA 95404
[PROJECT MANAGER EMAIL]

With Copies to: Sonoma Clean Power Authority
ATTN: Contract Administration
431 E Street
Santa Rosa, CA 95404
invoices@sonomacleanpower.org

TO CONSULTANT: [CONSULTANT NAME]
ATTN: [CONSULTANT]
[CONSULTANTS STREET ADDRESS]
[CONSULTANTS CITY & ZIP]
[CONSULTANTS EMAIL]

19. **No Waiver of Breach:** The waiver by SCP of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
21. **No Third-Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.
22. **Choice of Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.
23. **Exhibits; Order of Precedence:**
- a. **Exhibits.** This Agreement includes the following Exhibits:
 - i. Exhibit A - Scope of Services
 - ii. Exhibit B - Fee Schedule
 - iii. **Optional Exhibits.** Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.
 - Exhibit C - Non-Disclosure Agreement
 - Exhibit D - Prevailing Wage Requirements
 - b. **Order of Precedence.** In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 23(a) applies.

24. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
25. **Merger:** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.
26. **Amendment:** No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
28. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.
29. **Attorney Fees:** The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
30. **Joint Powers Authority.** Consultant hereby acknowledges that SCP is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the "Joint Powers Agreement"), that SCP is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCP. Consultant agrees that SCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCP's members, any cities or counties participating in SCP's community choice aggregation program, or any of SCP's retail customers in connection with this Agreement.
31. **Representatives.**
 - a. SCP's Representative. The SCP hereby designates *****INSERT TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("SCP's Representative"). SCP's Representative shall have the power to act on behalf of the SCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the SCP's Representative or his or her designee.

- b. Consultant's Representative. Before starting the Services, Consultant shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the SCP ("Contractor' s Representative"). Following approval by the SCP, Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

SONOMA CLEAN POWER AUTHORITY

CONSULTANT

BY: _____
Michael Koszalka
Chief Operating Officer

BY: _____
[Name]

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM

BY: _____
General Counsel

DATE: _____

Exhibit A
Scope of Services

[Insert Scope of Services/Work]

**Exhibit B
Budget & Fee Schedule**

[Insert Budget & Fee Schedule]

Exhibit C
Non-Disclosure Agreement

- Included
- Not Included

Exhibit D
Prevailing Wage Requirements

- Included
- Not Included