



REQUEST FOR PROPOSALS

SONOMA CLEAN POWER COMMERCIAL TECHNICAL ASSISTANCE AND ENERGY AUDITS

TO:	All Prospective Submitters
SUBJECT:	Request for Proposals: Sonoma Clean Power Commercial Technical Assistance and Energy Audits
DATE ISSUED:	October 6, 2021
RESPONSES DUE:	November 3, 2021

I. PROJECT SUMMARY

Sonoma Clean Power Authority (“SCP”) issues this Request for Proposals (RFP) to solicit proposals from qualified consultants (“Submitters”) to offer as-needed technical assistance and energy audits to SCP’s non-residential customers for the period of January 3, 2022, through June 30, 2023. SCP’s target date for commencement of the customer offering is January 3, 2022.

Minority-owned and women-owned organizations are encouraged to respond to this RFP.

II. ABOUT SONOMA CLEAN POWER

SCP is a public, locally-run “community choice aggregation” electricity provider covering approximately 229,000 accounts in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). Sonoma Clean Power is proud to serve our communities by delivering on our mission of turning the tide on the climate crisis, through bold ideas and practical programs. This includes positively impacting the greatest needs of our communities through making meaningful contributions. For more information about SCP go to: www.sonomacleanpower.org.

III. RFP TIMELINE

EVENT	DEADLINE
RFP Published	October 6, 2021
Deadline for questions to be submitted	October 12, 2021
Responses to questions to be posted on SCP website	October 18, 2021
Submittal packages due	November 3, 2021 by 5:00 PM
RFP Submission review complete	November 12, 2021
Target Date for Interviews	November 15 - November 23, 2021



IV. BACKGROUND & SCOPE

Sonoma Clean Power's Customer Service team manages the relationships with commercial and industrial electricity customers in Sonoma and Mendocino counties. The Customer Service team seeks the assistance of a consultant to offer as-needed technical assistance to commercial and industrial electricity customers that have questions or concerns about their energy usage and future energy planning. On an as-needed basis during the Program period, the selected consultant team will perform enhanced ASHRAE Commercial Energy Audits and Electrification Audits where requested.

At a minimum, ASHRAE Level I Audits are to be facilitated with a scope to conduct personal interviews, site assessments and preliminary audit functions in order to identify no-cost and low-cost energy savings, via utility billing data review and onsite facility inspections. Qualified respondents with the capability to perform ASHRAE Level II and ASHRAE Level III scope of services and Electrification Audits are encouraged, and at a minimum must include:

Level II: An energy survey and engineering analysis to identify no-cost and low-cost opportunities, and also provide energy efficiency measure (EEM) recommendations for potential capital-intensive energy savings opportunities within a customer's determined scope, and;

Level III: Detailed analysis of capital-intensive modification audit ("investment grade") to provide defined recommendations and financial analysis for major capital investments. In addition to Level I and Level II activities, Level III audits include energy use monitoring, data collection and engineering analysis.

Electrification Audit: A survey of existing appliances and electrical systems (including panels, sub-panels, wiring, outlet voltages, etc) to provide recommendations of upgrades and capital investments needed to switch from natural gas or propane to electric appliances. This will also include a holistic energy savings analysis and financial analysis.

Level I Audits will assist a customer to identify significant areas of energy waste or inefficiency and to develop a preliminary report detailing low-cost/no-cost measures, potential capital improvements, and any funding sources that the customer may leverage. Enhanced Level II and Level III Audits and Electrification Audits will combine preliminary assessment and insight data analysis into generate a formal report for the customer. It is also anticipated that some customers may come to Sonoma Clean Power with specific energy projects that they are considering (ex: sizing a battery storage system, evaluating a fuel cell, etc). Should these projects be within the expertise of the selected consultant, SCP would work with the consultant to authorize a work scope to assist the customer with the evaluation of their project.



V. REVIEW PROCESS

- A. Submittals will be scored based on:
1. Thoroughness and quality of response.
 2. Qualifications and experience of the firm and staff.
 3. Demonstration of previous work experience aligned with this solicitation.
 4. Satisfaction of minimum and desired Submitter requirements, as described in this RFP.
 5. Staffing plan and budget.
 6. Quality of references.
 7. Stated exceptions to SCP's contract template or insurance requirements.
 8. Any other factors SCP deems relevant.
- B. Depending on the responses to this RFP and interviews, SCP may choose to contract with more than one organization or individual, regardless of whether such individual and/or organization responded to this RFP. SCP staff will evaluate the responses to this RFP, and may, in its discretion, interview selected firms and individuals that staff determine are most qualified.
- C. Issuance of this RFP 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, submittal requirements (including minimum/desired Submitter 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 RFP at any time prior to awards.
- D. Responses that do not satisfy RFP and Submittal Requirements cannot be adequately evaluated.

VI. QUESTIONS REGARDING THE RFP; ADDENDA

For questions regarding this RFP, please contact: programs@sonomacleanpower.org with the subject line clearly marked "*Commercial Technical Assistance and Energy Audits - RFP.*" Questions must be received no later than the deadline set forth in section III of this RFP. 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 RFP publicly.

In the event it becomes necessary to revise any part of this RFP, SCP will issue written addenda. Any amendment to this RFP 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 RFP.

VII. RFP SUBMITTAL PROCESS

- A. Submittal Deadline. The deadline for submittal of proposals is 5:00 p.m. on November 3, 2021. No proposals will be accepted after that time.
- B. Place and Form of Submittal. One copy of the proposal should be emailed to programs@sonomacleanpower.org with the subject line clearly marked "Commercial Technical Assistance and Energy Audits - RFP Submittal". Upon submittal, you will receive a confirmation of receipt.
- C. Submission of a Submittal shall be deemed a representation that the Proposer:
 - 1. Has carefully read and fully understands the information provided by SCP as part of this RFP, including all Exhibits;
 - 2. Represents that all information submitted is true and correct; and
 - 3. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.
- D. No request for modification of a Submittal shall be considered after submission on the grounds that a Firm was not fully informed about any fact or condition.

VIII. SUBMITTAL REQUIREMENTS

- A. Cover Letter (1 page maximum) - Must contain reference to this solicitation, the legal business name and contact information of the Submitter, and the signature of an individual with the authority to bind the organization or firm.
- B. Approach (7 page maximum) - Must contain a description of how the Submitter's history and background and how the submitter would accomplish the scope as identified in Section IV of this RFP.
- C. Staffing Plan and Budget (10 page maximum) - Must contain a description of the proposed team, their qualifications and/or resumes, and a proposed budget for the scope as identified in Section IV of this RFP. The budget should be broken out into the following tasks:
 - 1. ASHRAE Level 1 Audit - Anticipated Average Price per Audit
 - 2. ASHRAE Level 2 Audit - Anticipated Average Price per Audit
 - 3. ASHRAE Level 3 Audit - Anticipated Average Price per Audit



4. Electrification Audit - Anticipated Average Price per Audit
 5. Hourly Rate for Technical Assistance
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- D. References (2 page maximum) – Must contain contact information and description of up to five (5) similar projects/programs that consultant has performed. Please include scope of work, date of project/program, contract amount, and contact information for the provided reference.
 - E. Exceptions to Contract Terms (1 page maximum) – Explanation of any proposed contract terms to SCP’s standard consulting contract as included in Attachment A.

IX. GENERAL TERMS AND CONDITIONS

- A. California Public Records Act. All submittals in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Submitter desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Submitter to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Submitter’s request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Submitter that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this Request for Information shall become the property of SCP and will be retained or disposed of accordingly.
- B. All submittals received by the specified deadline will be reviewed by SCP for content, including but not limited to, battery capability, experience and qualifications of the Submitters.
- C. During the evaluation process SCP may request from any Proposer additional information which SCP deems necessary.
- D. Respondents bear all costs associated with responding to this RFP, and SCP will provide no compensation for these costs.

X. RIGHTS OF SONOMA CLEAN POWER

- A. This RFP 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.
- B. SCP reserves the right to:
 1. Issue subsequent solicitations;



2. Postpone any of the time periods set forth in this RFP, for its own convenience;
 3. Remedy technical errors in the RFP;
 4. Negotiate with any, all, multiple or none of the Submitters that respond;
 5. Waive informalities and irregularities in the RFP;
- C. SCP reserves the right not to contract with any Submitter. If SCP decides to contract, SCP will contract with the Submitters whose responses best meets the needs of SCP.
- D. Evaluation of a submittal 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 RFP or consider or enter into any agreement or undertake any liability to any Submitter in connection with this RFP 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 Submitter to prepare, submit, negotiate, contract or otherwise participate in this RFP process.



Attachment A - SCP Standard Consulting Agreement

[See Following Pages]

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 (“SCPA”), a California joint powers authority, and [REDACTED] (“Consultant”). SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

1. **Scope of Services:** Consultant agrees to provide any and all of the services as described in Exhibit A.
2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. If SCPA determines that any of Consultant's work is not in accordance with the level of competency and standard of care normally observed by a person practicing in Consultant's profession, SCPA, in its sole discretion, shall have the right to do any or all of the following:
 - a. require Consultant to meet with SCPA to review the quality of Consultant's work and resolve matters of concern;
 - b. require Consultant to repeat the work at no additional charge until the work meets the level of competency and standard of care normally observed by a person 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 invoice for 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 1/10th hour increments.

Upon receipt of properly prepared invoicing, SCPA shall pay Consultant within thirty (30) calendar days for services provided in accordance with this Agreement, applying the following rates:

- a. Fees based on the Fee Schedule, as set forth in Exhibit B; and
 - b. Reimbursable expenses must be pre-approved by SCPA.
4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED [write out amount] dollars (\$ [REDACTED]). This dollar amount is not a guarantee that SCPA will pay that full amount to Consultant but is merely a limit of potential SCPA expenditures under the Agreement.
5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to [REDACTED], unless terminated pursuant to Section 6 or

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amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after **June 30, 2019** is subject to approval by SCPA's Board of Directors of a budget including such funding, and that SCPA may terminate this Agreement pursuant to Section 6 below if such funding is not approved.

6. Termination:
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, the CEO of SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party.
 - b. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the CEO of SCPA may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.
7. Indemnification: Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the SCPA, and to indemnify, hold harmless, and release the SCPA, its officers, agents, and employees, 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 Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the SCPA based upon a claim relating to Consultant's performance or obligations or omissions under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on the SCPA's part, but to the extent required by law, excluding liability due to the SCPA's conduct, specifically SCPA's sole negligence, active negligence or willful misconduct. The SCPA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.
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 SCPA.
 - 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.

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- b. 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 Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - i. 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 SCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCPA.
 - ii. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
 - iii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - iv. 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.
- c. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. 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.
- d. 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 SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. All Policies Requirements.

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- 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 SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA 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, PO Box 1030, Santa Rosa, CA, 95402.
 - 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 SCPA 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.
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 SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA 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

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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 SCPA 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 SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA 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 SCPA for inspection at any reasonable time. 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 state 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 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, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation 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 SCPA 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 SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. 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 ("Documents"), in whatever form

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or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA 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 SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

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

TO SCPA: Sonoma Clean Power Authority
Attn: [Project Manager Name]
PO Box 1030
Santa Rosa, CA 95402
[PROJECT MANAGER EMAIL]

With Copies to: Sonoma Clean Power Authority
ATTN: Contract Administration
PO Box 1030
Santa Rosa, CA 95402
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 SCPA 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

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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. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.
22. 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.
23. 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 Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
24. 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 24(a) applies.
25. 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.
26. 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.

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27. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
28. 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.
29. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
30. Joint Powers Authority. Consultant hereby acknowledges that SCPA 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 SCPA 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 SCPA. Consultant agrees that SCPA 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 SCPA's members, any cities or counties participating in SCPA's community choice aggregation program, or any of SCPA's retail customers in connection with this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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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**

BY: _____

Geof Syphers
Chief Executive Office

Date: _____

CONSULTANT

BY: _____

[Signatory Name]

[Title]

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