



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

BOND, DISCLOSURE, AND TAX COUNSEL SERVICES

ISSUANCE
DATE:

September 1, 2023

PROPOSAL
DEADLINE:

October 2, 2023

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member utilities, is hereby soliciting competitive proposals from qualified respondents (Respondents) for Bond, Disclosure, and Tax Counsel Services, as described below in Section III. The anticipated term of the Agreement is three (3) years, with an option to extend upon mutual agreement for up to three additional years. The agreement will be subject to termination without cause by either party upon thirty days' written notice.

SCPPA seeks proposals related to the specified Areas of Interest set forth in Section III below, to enable informed decisions and to potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP).

Responses to this RFP are due on or before **October 2, 2023** as described below in Sections IV and VI.

II. BACKGROUND

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement, for the purposes of planning, financing, developing, acquiring, constructing, operating, and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its Members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement programs or projects to improve operating efficiencies and reduce costs.

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Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. SCPPA is governed by its Board of Directors, which consists of representatives from each of its Members. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board.

SCPPA currently owns or manages 49 projects for its Members, ranging from conventional natural gas-fired generation to utility-scale wind, solar, storage, and geothermal projects. SCPPA Members participate in projects and programs on an a la carte basis, meaning they are not required to participate in every project and program; nor are they required to acquire resources for their utility operations exclusively from SCPPA. Instead, they can select those SCPPA projects and programs that meet their individual needs while remaining free to acquire other resources directly from other sources.

SCPPA anticipates over the next few years that it will continue to focus on procurement of generation and transmission resources to assist Members in meeting state-mandated renewable energy objectives. In addition, SCPPA will continue to administer ongoing developed projects, monitor and control current debt, prepare and file annual regulatory disclosures, carry out refunding activities when appropriate, be responsive to developments in the financial markets from which SCPPA Members can benefit, and handle bond, financial, and tax implications for both developed and developing projects.

Additional information about SCPPA, its Members, and the major SCPPA projects can be found on the SCPPA website at www.scppa.org.

III. AREAS OF INTEREST

SCPPA is interested in proposals from nationally recognized, top-tier law firms with an active and substantial public finance practice. A “top tier” law firm, as used here, means one that is regarded by major U. S. underwriters and investment bankers as possessing the necessary background, skill, and experience in taxable and tax-exempt financing and possessing substantial skill in the disciplines necessary for the issuance of public agency bonds and other debt instruments. Such a firm is one whose work product and opinions of counsel on matters of public finance are routinely accepted without qualification by national underwriting and investment banking firms.

SCPPA requests that respondents provide evidence of substantial experience as public entity bond counsel, especially with respect to municipal utilities, joint action agencies, electric energy projects, and compliance with disclosure regulations. The duties of bond, disclosure, and tax counsel will include, without limitation, drafting all documents necessary for a taxable or tax-exempt financing, assisting SCPPA in complying with relevant constitutional, statutory, and administrative rules, regulations and

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orders affecting the issuance, sale, execution, and delivery, and administration of revenue bonds, revenue notes, revenue certificates, refunding bonds, commercial paper or any and all other forms of indebtedness which SCPPA may propose to issue or sell.

SCPPA is seeking experienced law firms possessing substantial background and experience in both taxable and tax-exempt municipal finance work. SCPPA frequently requires advice with respect to highly technical tax issues in many of the financings and refinancings that arise during the lifetime of a project. The ideal firm will possess not only general experience in public agency finance, but in the unique tax issues associated with electric generation and transmission projects, procurement of fuel supplies, and innovative financing structures such as pre-paid energy transactions. Firms should have a working understanding of the laws, treasury regulations, decisions, pronouncements, rulings, and determinations dealing with tax exempt financing of governmental generation and transmission projects, fuel purchase contracts, and prepaid power purchase agreements. Respondent must possess expertise on issues such as private activity and private use, service contracts, and compliance with disclosure rules and regulations. Expertise with regard to the Inflation Reduction Act is highly desirable.

The proposed legal services may be provided by one firm or by a combination of firms possessing substantial background and experience in the legal specialties associated with public finance and the procurement of energy resources by municipal or other publicly owned electric utilities. It is possible that SCPPA may offer a contract to more than one firm depending upon capability to handle specified tasks. Responding firms are encouraged to set forth the complete array of services which they are capable of providing with respect to all the subjects addressed in this request for proposal process, as well as all other relevant experience or expertise.

IV. TIMELINE / SCHEDULE*

SCPPA RFP FOR BOND, DISCLOSURE AND TAX COUNSEL SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	September 1, 2023
Pre-Proposal Conference	Not Applicable
Clarification Questions Due	September 20, 2023
Responses to Clarification Questions Due	September 25, 2023
Proposal Deadline	October 2, 2023
Review of Proposals	Month of October, 2023
Interviews (If Necessary)	Month of October 2023

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Preliminary Selection of Respondent(s)	Late October/ early November, 2023
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	Early November, 2023
Anticipated Award of Contract	November 16, 2023
Contract start date	January 1, 2024

*Timeline/Schedule is subject to change.

V. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

Provide a cover letter including the legal name of Company or Individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es), and a description of the firm and its background and qualifications for this engagement. The information provided by the firm should identify with specificity the different areas of expertise addressed in this RFP for which the firm is uniquely suited. An officer authorized to bind the Respondent must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent.”

2. PROPOSAL:

A copy of SCPPA’s Bond, Disclosure, and Tax Counsel Questionnaire is attached as **Appendix A** to this RFP. SCPPA requests that responses to this questionnaire be completed in full by each firm interested in being retained. Please complete the questionnaire as accurately and fully as possible and include all information which you deem relevant or which you believe would be helpful to the evaluation process.

3. REFERENCES:

Provide at least three professional (3) references (including name, contact information, and a general description of the services provided) for relevant legal services performed within the last five (5) years.

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4. EXCEPTIONS TO SCPPA AGREEMENT:

- A. The Respondent recommended for award under this solicitation will be subject to the terms and conditions of the SCPPA **Legal Services Agreement (“Agreement”)** including the Indemnification and Insurance requirements set forth therein. A pro forma copy of the Agreement has been attached hereto for reference as **Appendix B**. Respondent must provide a redlined markup of the pro forma Agreement, and supporting commentary, identifying any exceptions to the terms and conditions identified therein. The redline is required to be included as an attachment to the proposal submitted in response to the solicitation and will be considered in the evaluation of the Proposals. Respondent should be aware that it is SCPPA’s practice not to enter into Agreements that contain restrictive limitation of liability language or provisions.

5. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must not offer nor provide SCPPA’s or its Members’ respective elected or appointed officials, officers, employees, or representatives with gifts or promises of remuneration, no matter how small, while Respondent’s proposal is under consideration.
- B. Respondent must not collude, directly or indirectly, with or among other respondents with regard to the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA’s Notice of Intent to Award.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

There will not be an initial Respondent’s conference associated with this RFP. The deadline to submit clarification questions on this RFP is September 20, 2023. All questions should be submitted electronically via email to BondCounselRFP@scppa.org referencing **Request for Proposals For Bond, Disclosure, and Tax Counsel Services** in the subject line. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA’s website alongside the solicitation at <http://scppa.org/page/RFPs-Legal> as soon as a practicable after the date received, but no later than September 25, 2023. It is the responsibility of potential Respondents to review this website for any and all postings.

SCPPA’s policy is to provide fair and open competition and to ensure that accurate and complete information is communicated to all interested parties. From the time the RFP is issued until award

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of contract, communications with SCPPA or its Members pertaining to this RFP, other than in the manner specified in this solicitation, are prohibited. No contact shall be made with the SCPPA Board of Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members concerning this RFP. Failure to abide by this requirement may result in disqualification of the Proposal.

VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your proposal and any supporting documentation must be received by BondCounselRFP@scppa.org by no later than **5:00PM (PDT) on Monday, October 2, 2023**.

Additionally, one (1) hard copy of your proposal, including a transmittal letter of authentic offer, and any supporting documentation may be, but is not required to be, submitted with the electronic copy of your submittal, by no later than the time and date referenced above, to:

Southern California Public Power Authority
**Request for Proposals For Bond, Disclosure, and Tax Counsel
Services**
Attention: SCPPA General Counsel
1160 Nicole Court
Glendora, California 91740

VIII. CONFIDENTIALITY; CALIFORNIA PUBLIC RECORDS ACT

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act and all submissions may be subject to review in the event of an audit. Generally, such information may become subject to public disclosure upon completion of evaluations and release of a Notice of Intent to Award.

Respondent must identify all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Respondent included in its Proposal which Respondent believes should be exempt from disclosure under the California Public Records Act. By listing the documents, Proposer agrees to indemnify, defend, and hold harmless SCPPA, its Members, and their respective officers, agents, and employees from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with SCPPA's refusal to disclose the protectable documents to any party making a request for those items.

SCPPA will treat any Respondent who fails to identify documents that the Respondent believes should be exempt from disclosure as having waived its right to an exemption from disclosure, as the Public Records Act provides.

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IX. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion. SCPPA may make one or more awards of all or part of a proposal.
4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum qualifications or minimum requirements set forth in the RFP, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP.
5. SCPPA reserves the right to submit follow-up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents.
6. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make any award to that Respondent or to multiple Respondents, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.
7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees, and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.

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10. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
13. Prior to contract award, the successful Respondent shall, upon request, supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA is not responsible or liable for individual Members' interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
17. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
18. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Proposal Deadline" date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term less than the twelve (12) month term. After the twelve (12) month term, proposals from Respondent are no longer valid.

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X. ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. CONSIDERATION OF PROPOSALS:

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Where hard copy proposals are submitted, such proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.

2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent and any subcontractors performing work under the Agreement will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

3. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION PLAN:

If selected, the Respondent and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan, if and as required by a SCPPA Member. The Affirmative Action Plan may be set forth in the form required as a business practice by the Department of Water and Power of the City of Los Angeles which is SCPPA's largest Member.

4. LIVING WAGE ORDINANCE:

If selected, the Respondent may be required to comply with the applicable provisions of SCPPA Members' living wage ordinances or requirements. For example, the City of Los Angeles has adopted a Living Wage Ordinance and a Service Contract Workers Retention Ordinance. The Living Wage Ordinance provisions are found in Section 10.36 of the Los Angeles City Administrative Code; and the Service Contract Workers Retention Ordinance are found in Section 10.37 of the Los Angeles Administrative Code (SCWRO/LW0).

5. CHILD SUPPORT POLICY:

If selected, Respondent may be required to comply with Member child support requirements, including the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with all reporting requirements and wage-earning assignments and wage-earning assignments relative to court ordered child support.

6. SCPPA-FURNISHED PROPERTY:

SCPPA's or a Member's utility drawings, specifications, and other media or information furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).

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7. CONTRACTOR-FURNISHED PROPERTY:

Upon completion of all work under any agreement developed as a result of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

XI. EVALUATION CRITERIA

Proposals will be evaluated according to the following principles:

1. An evaluation team, composed of qualified reviewers from SCPPA and its Members, will judge the merits of the proposals received based on a fair, impartial, and competitive selection process in which the evaluation of Proposals will not be limited to price alone.
2. The Proposal will first be assessed as to whether it is complete on a pass or fail basis.
3. The Proposals will then be evaluated on the basis of pre-defined criteria including the following:
 - a. Competitive Price
 - b. Service Offering
 - c. Experience
 - d. References
 - e. Exceptions to Contract Terms and Conditions
4. At SCPPA's discretion, additional questions may be asked of Respondents, and interviews may be conducted. Respondents will be notified of any additional required information or interviews after the written Proposals have been evaluated. Interviews will be held only with the most qualified Respondents.
5. Any contract awarded must be approved by the SCPPA Board of Directors' ("Board"). The evaluation team will make a recommendation to the Board and the Board will determine whether to adopt or reject the evaluation team's recommendation.

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APPENDIX A
BOND AND TAX COUNSEL QUESTIONNAIRE

GENERAL INFORMATION QUESTIONS FOR ALL RESPONDENTS

1. Describe your firm's experience as applicable to this RFP, your firm's organizational structure, management qualifications, and other contract related qualifications, including the number of years your firm has been in business.
2. List all attorneys or other professional personnel who will provide services to SCPPA pursuant to this engagement together with each such person's background and experience, position in the firm, specialty areas, and jurisdictions where admitted to practice, and locations where work will be performed. Identify which attorney would serve as lead counsel with responsibility for managing the engagement. Provide a commitment statement for the retention and use of key individuals as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental individuals if key personnel are not available to assure project delivery.
3. If your firm does not have a Southern California office or the work will be performed from areas outside of Southern California, please indicate whether you are expecting to be separately reimbursed for transportation expenses in traveling to and from Southern California, when necessary.
4. State whether your firm intends to associate-in co-counsel or other firms to perform services pursuant to the contract. Should the use of associated counsel or firms be contemplated, the proposing firm shall provide the same assurances of the competences of such co-counsel or firm as it does with respect to itself.
5. Please state whether your firm has been the subject of any regulatory or other ethics proceedings or investigation during the past five years. If so, please state the nature and matter and its current status.
6. Please indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation, or financial stability.
7. Indicate whether your firm, within the last five years, has provided legal services to any SCPPA Member in matters related to the Member's electric utility enterprise or another electric utility located in the State of California, either as a primary contracting law firm, or as a subcontracting firm, either under your firm's current business organization, or under any other name or business organization. If so, please identify the Member or other utility, the nature of the work, and the dates of your engagement.
8. Are you aware of any conflict of interest that would preclude or limit the services your firm would be able to provide to SCPPA? If so, please state in detail the nature of the matter which might give rise to such conflict and the steps that will need to be taken to waive or resolve it.

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9. Does your firm currently represent, or has your firm at any time during the past five years represented, any party in any litigation or transactional matter adverse to SCPPA or any SCPPA Member? If so, please identify and describe the matter and the parties involved. Please indicate whether or not the litigation or transaction has now concluded and, if concluded, please indicate how the matter was concluded.
10. Please describe your firm's proposed schedule of fees and charges. Please specify the hourly rates of each of the attorneys or other professional staff or specialists which you may use in connection with this matter. Please indicate whether your firm is willing to consider alternative hourly rate billing for particular transactions (e.g., lump sum or contingency fee for a bond financing).
11. Do your hourly rates include all administrative and overhead costs such as word processing, research databases, telephone expenses, and document duplication? Please indicate which charges or costs are not included in the above hourly rates or transaction fees. Please identify those charges or costs for which your firm expects separate reimbursement. If the reimbursement basis is other than cost-based, please indicate the amounts or the formula for calculating such charges or costs.
12. It is possible that the handling of certain legal services described in this RFP may be undertaken through an approach involving two or more law firms working together on a common project, task, or transaction. Accordingly, please describe any experience your firm has had working as co-counsel in significant transactional matters.
13. Has your firm published any special articles, newsletters, or law firm bulletins addressing any of the matters set forth in this RFP, If so, please provide a reference to any such materials you feel may be relevant to your qualifications in your response.
14. Please provide any additional information you may deem appropriate.

SPECIFIC QUESTIONS FOR BOND COUNSEL AND DISCLOSURE COUNSEL RESPONDENTS

15. Please describe all relevant bond counsel experience, including the date, issue size, issuer, underwriter, and type of security over the last five years.
16. With respect to the experience set forth in response to the preceding question, please identify and describe what you believe may have been relatively complex transactions, such as straddles, advance refundings, swaps, swaptions, inverse floaters or other derivative transactions, or any creative solutions you proposed to resolve the issue.
17. Does your firm have experience in advising clients on compliance with the Municipal Continuing Disclosure Cooperative Initiative, implementation of a disclosure policy, or other disclosure issues? If so, please describe the details and nature of any such work and describe the nature of your firm's experience and its qualifications to do this work.

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18. Does your firm have experience in financing issues associated with the acquisition of physical natural gas reserves by a public entity? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
19. Does your firm have experience in financing issues associated with prepaid power purchase agreements entered into by a public entity for the purpose of procuring electric energy or natural gas? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
20. Does your firm have experience in financing issues related to the acquisition of energy from renewable sources such as wind generation projects, solar energy projects, geothermal projects, or landfill gas projects sought by a public entity for the purpose of procuring renewable electric generation? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
21. Does your firm have experience in financing issues related to the acquisition of energy storage projects sought by a public entity for the purpose of procuring energy storage capacity? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
22. Does your firm have experience in financing transactions involving variable rate bonds or interest rate swap agreements? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
23. Does your firm have experience with respect to financing issues related to the Inflation Reduction Act? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.

SPECIFIC QUESTIONS FOR TAX COUNSEL RESPONDENTS

24. Do you have any Federal tax specialists in your firm? If so, please provide names, resumes, experience, and specialty areas.
25. Does your firm have experience in tax issues associated with the acquisition of physical natural gas reserves by a public entity? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
26. Does your firm have experience in tax issues related to the acquisition of energy from renewable sources from renewable sources such as wind generation projects, solar energy projects, geothermal projects, or landfill gas projects sought by a public entity for the purpose of procuring renewable electric generation? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.

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27. Does your firm have experience in tax issues related to the acquisition of energy storage projects sought by a public entity for the purpose of procuring energy storage capacity? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
28. Does your firm have experience with respect to tax issues related to the Inflation Reduction Act? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
29. Does your firm have experience in tax issues associated with prepayment financing transactions entered into by a public entity for the purpose of procuring renewable electric generation? If so, please describe the details and nature of any such work and describe your firm's experience and qualifications to do this work.
30. Does your firm possess experience in handling IRS audits involving tax exempt bonds? If so, please describe this experience and the subject matter of any such audits by the Service, the issues addressed, the audit results, and any other information which is not confidential and which may be helpful to SCPPA in assessing your firm's background and experience in connection with any such audits.
31. Has your firm prepared any private letter ruling requests to the Internal Revenue Service on behalf of any municipally owned electric utility or on behalf of another type of public entity? If so, please describe the subject matter of the ruling request, the issues addressed in the request, the results obtained, and the PLR number assigned by the IRS to the private letter ruling.

END OF APPENDIX A TO RFP

APPENDIX B
SCPPA PRO FORMA LEGAL SERVICES AGREEMENT
LEGAL SERVICES AGREEMENT BETWEEN
THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
[Law Firm]

This Legal Services Agreement (“Agreement”) is made and entered into the ____ day of _____, [YEAR], by and between the Southern California Public Power Authority, a public entity and joint powers agency formed and organized pursuant to the California Joint Exercise of Powers Act (California Government section 6500 et seq.) (“SCPPA”), and [Law Firm], with reference to the following:

1. SCPPA was created pursuant to provisions contained in the Joint Exercise of Powers Act (California Government Code § 6500 et seq.) by its members, which are municipalities and an irrigation district that supply electrical energy in the State of California, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance of projects for the generation or transmission of electric energy, including the development and implementation of systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy.
2. SCPPA has need from time to time for legal services related to _____, and in particular has a need for such services in connection with _____; and
3. [Law Firm] is capable and willing to provide such services.

NOW, THEREFORE, in mutual consideration of the promises, covenants, terms, and conditions contained herein, the parties hereby covenant, agree, and represent as follows:

SECTION I

SERVICES TO BE PERFORMED BY [Law Firm]

A. Scope of Representation.

1. [Law Firm] is hereby retained for the purposes described in the recitals to this Agreement and the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full.

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2. [Law Firm] recognizes and acknowledges that attorney services under this Agreement will be paid with ratepayer and/or taxpayer dollars from the customers of public entities and that, given this fact, a high duty of care and sensitivity exists with respect to [Law Firm]'s billing practices. [Law Firm] agrees that it shall scrupulously adhere to principles of moderation and cost consciousness in carrying out its performance obligations under this Agreement. [Law Firm] further pledges to observe a duty of reasonableness and cost-effective representation in all aspects of all of its legal services performed pursuant to this Agreement.

B. Ownership of Documents, Reports and Data Files.

Any and all documents, reports and/or data files originated and prepared by [Law Firm] pursuant to this Agreement shall be and become the property of SCPPA and/or the Members of SCPPA to which such materials are pertinent for use in any manner that SCPPA and/or such Members deem appropriate.

SECTION II

PAYMENTS-BILLINGS

A. Payment for Services, Costs and Expenses.

1. Services. Unless otherwise agreed between [Law Firm] and the Executive Director or his designee, fees for attorneys and other professional personnel shall be at the effective hourly rates set forth in the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference as though set forth in full. Specific tasks may be administered on a task management basis.
2. Travel Time: [Law Firm] shall not bill SCPPA on an hourly basis for travel time. Work performed during travel may be billed in the usual manner.
3. Attorneys Authorized to Perform Work Under this Agreement: SCPPA shall pay [Law Firm] only for services performed by the attorneys and other professional staff identified in the Proposal. [Law Firm] shall obtain written approval from the Executive Director or his designee prior to having any attorney not identified therein perform any work under this Agreement. Such a communication may be transmitted in an electronic format.
4. Costs and Expenses. SCPPA shall pay [Law Firm] for all costs and expenses reasonably incurred by [Law Firm] in performing its

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obligations hereunder. [Law Firm] understands and agrees that payments for such costs and expenses shall be made in accordance with the “SCPPA Requirements for Outside Counsel” attached hereto as Exhibit C and incorporated herein by reference.

B. Billings.

1. [Law Firm] shall submit monthly bills stating therein the services performed and all costs and expenses incurred during the previous month for which payment is requested, including documentation to support cost items. SCPPA will not reimburse [Law Firm] for costs for which no backup materials are provided. Bills submitted by [Law Firm] shall be in a form satisfactory to SCPPA and shall set forth sufficient detail to permit full scrutiny by SCPPA or any retained auditor of all charges. All bills shall be itemized and shall contain a certification by the authorized representative of [Law Firm] that the services performed and expenses incurred were both reasonable and necessary.
2. The itemized billing shall specifically set forth compensation and expenses by assigned task, the attorney or staff who performed the task, and the date on which the task was performed. In support of payment for such billing, [Law Firm] shall furnish records, bills, receipts, or other evidence of reimbursable expenses incurred. SCPPA reserves the right to require additional substantiation of any claimed expense. Any work product, memoranda, or other written material described in the billings shall be produced for SCPPA as requested.
3. Services under this Agreement shall not be billed in less than tenths of an hour and shall represent the devotion of a full tenth of an hour within such an increment before any such tenth of an hour increment is billed. All tasks set forth in [Law Firm]’s billing documentation shall be specific and highly detailed. Overly generalized listings of task descriptions such as “review contract” or “prepare for negotiations” are not acceptable. [Law Firm] shall provide a detailed description of each action, sufficient to provide a meaningful record to an independent auditor reviewing said task description.
4. [Law Firm] shall carefully examine all bills submitted for services rendered under this Agreement to assure that appropriate billing practices are employed in billing SCPPA hereunder. To that end, [Law Firm] agrees that:

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- a. [Law Firm] shall not bill for hours other than those hours expressly devoted to the tasks and matters identified in this Agreement, except as may be approved by the Executive Director;
 - b. [Law Firm] shall not use legal professionals for secretarial work;
 - c. [Law Firm] shall not bill for review of junior attorneys' work;
 - d. [Law Firm] shall not devote any resources not reasonably necessary for the performance of the required services; and
 - e. [Law Firm] shall utilize a billing format which sets forth sufficient detail to permit full scrutiny by SCPPA, or any retained auditors of all charges.
5. SCPPA will use best efforts to pay properly invoiced amounts not more than sixty (60) days after delivery of an invoice.

SECTION III

ADHERENCE TO RULES OF PROFESSIONAL CONDUCT

At all times during the term of this agreement, [Law Firm] shall adhere strictly to all provisions of the California Rules of Professional Conduct. [Law Firm] shall make a good faith effort to identify and shall apprise SCPPA of those possible or potential conflicts of interest which might arise as a result of the application of the California Rules of Professional Conduct. Such conflicts include conflicts between or among SCPPA members that [Law Firm] may be representing under this Agreement as well as conflicts between SCPPA or individual SCPPA members that [Law Firm] may be representing under this Agreement and other clients of [Law Firm]. SCPPA retains those rights with respect to future conflicts as are vested in a traditional client under the California Rules of Professional Conduct and may terminate [Law Firm]'s services and withhold consent to such conflicts of interest under the California Rules of Professional Conduct.

SECTION IV

AUTHORIZED REPRESENTATIVES

A. SCPPA Representative.

SCPPA hereby appoints Michael S. Webster, its Executive Director, or his designee, to represent SCPPA on all matters related to this Agreement.

B. [Law Firm]'s Representatives.

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[Law Firm] hereby appoints _____ as its authorized representative with respect to all matters connected with this Agreement.

SECTION V

BUDGET TO BE PREPARED BY [LAW FIRM]

Upon the request of the Executive Director, [Law Firm] shall be responsible for preparing a budget for a matter, which shall include all fees and costs that it expects to incur in connection with its representation in the matter. [Law Firm] shall be responsible for periodically updating the budget, so that the budget is reasonably accurate and SCPPA is fully apprised of the total amount of fees and costs expected to be billed by [Law Firm].

SECTION VI

QUARTERLY REPORTS BY [LAW FIRM]

Upon the request of the Executive Director, [Law Firm] shall be responsible for providing SCPPA with a written report at least once per quarter. This report shall include a review of the activity which occurred during the prior quarter by each specified task, all upcoming deadlines, and major events in the matter and an analysis of whether [Law Firm]'s fees and costs are within the projected budget for the matter.

SECTION VII

NOTICES

The following addresses shall serve as the locations to which notices, bills and other correspondence between the parties shall be sent:

SCPPA address: Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740
Attention: Executive Director
<mailto:ExecutiveDirector@scppa.org>
Tel: 626-793-9364; Fax: 626-793-9461

Attorneys Address: [Law Firm]

Address: _____
Attention: _____
Email: _____
Tel: _____ Fax: _____

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Either party may change its contact information set forth in section VII (1) by giving written notice to the other party.

SECTION VIII

TERM AND TERMINATION

1. The Effective Date of this agreement shall be January 1, 2024. Unless terminated pursuant to section VIII (2) below this Agreement shall terminate three (3) years from the Effective Date but may be renewed by mutual agreement of the Parties for an additional three (3) year term commencing January 1, 2027.

2. This Agreement may be terminated at any time by SCPPA, without cause, upon thirty (30) days' prior written notice to [Law Firm]. In the event of termination, [Law Firm] shall be paid for the services performed and approved costs and expenses incurred under this Agreement through the effective date of termination. Notwithstanding the thirty (30) day notice required herein, SCPPA, at any time, may direct [Law Firm] to cease performance hereunder. Termination by [Law Firm] must be consistent with its ethical obligations. In addition, the parties intend that SCPPA and/or specific members of SCPPA shall receive full benefit of all work done up to the time of any such termination on behalf of SCPPA and/or specific members of SCPPA. To that end, [Law Firm] agrees to turn over to SCPPA and/or specific members of SCPPA or any attorney substituted in its place the entire file and attorney work product regarding any such matter within seven (7) days of such termination.

SECTION IX

INDEMNITY AND INSURANCE

A. Indemnification

[Law Firm] shall defend, indemnify and hold harmless SCPPA, its Members, boards, officers, agents, and employees, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and costs of litigation, damage, or liability of any nature whatsoever, for death or injury to any person, including [Law Firm]'s employees and agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Agreement by the [Law Firm], except to the extent the same arise from the gross negligence or willful misconduct of SCPPA its Members, boards, officers, agents, or employees. The provisions of this paragraph shall survive termination of this Agreement.

B. Insurance:

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[Law Firm] shall maintain insurance coverages consistent with the requirements set for in Exhibit C.

SECTION X

MISCELLANEOUS PROVISIONS

1. In fulfilling its obligations under this Agreement, [Law Firm]'s attorneys shall act in the independent practice of the legal profession and not as employees of SCPPA or the Members of SCPPA.
2. All information, documents, records, reports, data, or other materials furnished to [Law Firm] or other such information, documents, records, data, or other materials to which [Law Firm] has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of SCPPA and/or the specific members of SCPPA to which such materials are pertinent. [Law Firm] shall not make oral or written disclosure thereof other than as is necessary for the performance of [Law Firm]'s services hereunder without the prior written approval of SCPPA and/or the specific members of SCPPA to which such materials are pertinent. [Law Firm] shall not make use of such items for any purpose unrelated to the cases involved herein and shall not make oral or written disclosure thereof, other than as necessary for its performance hereunder, without the prior written approval of SCPPA.
3. All approvals required in this Agreement shall be requested in writing by [Law Firm] and confirmed in writing by SCPPA, either via letter, email, or facsimile.
4. Failure of SCPPA to enforce any provision of this Agreement does not preclude SCPPA from enforcing said provision in the future.
5. For any dispute arising under this Agreement, the parties agree that each party shall bear its own attorneys' fees and costs.
6. This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
7. This Agreement shall be governed by the laws of the State of California. It is agreed that this Agreement shall deemed to have been made at Los Angeles County, California.

[Signatures on next page]

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first written above.

THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster, Executive Director

[LAW FIRM]

By: _____
[Authorized Signature]

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EXHIBIT A

SCOPE OF SERVICES

[Describe]

Additional services may be added from time to time upon mutual agreement of [Law Firm] and SCPPA's Executive Director.

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EXHIBIT B

FEES FOR SERVICES

Fees charged by [Law Firm] for services pursuant to this Agreement shall be billed at the rate of \$_____ per hour for partners, a not-to-exceed rate of \$_____ for associates, and a not-to-exceed rate of \$_____ for paralegals.

[Law Firm] shall be entitled to reimbursement for its reasonable costs and expenses, including document duplication, travel and other expenses approved in writing by SCPPA's Executive Director or his designee, all subject to the expense reimbursement guidelines set forth in the Agreement and the attached Exhibit C.

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EXHIBIT C

SCPPA REQUIREMENTS FOR OUTSIDE COUNSEL

Personnel:

SCPPA will pay for the reasonable time of partners assisted by associates as identified in the Agreement. The use of any attorney other than those identified in the Agreement should receive the prior approval of the Executive Director. SCPPA expects the designated billers to perform all of the work on the case and to remain on the case until its conclusion, absent their departure from the law firm. Partners and associates assigned by [Law Firm] to work with SCPPA must be admitted to practice law before all of the courts of the State of California or the jurisdiction where the work will be performed.

Billing Rates:

SCPPA will not pay for rate increases by any billers unless those rate increases have been approved in advance, in writing, by SCPPA. It bears emphasis that our agreement is to pay for the actual time spent and is not based on any minimum incremental billings. Time entries must be recorded in tenths of an hour and must contain full and complete descriptions of the work performed.

Errors and Omissions Insurance:

[Law Firm] and all attorneys working on the case must have current errors and omissions insurance coverage. Please provide SCPPA with a copy of the errors and omissions policy, or other proof that said policy is in full force and effect, as well as the limits of said policy. The policy must remain in full force and effect at all times during the representation.

Over staffing/Duplication:

SCPPA will not pay for more than one attorney doing any particular task unless we have approved that arrangement in advance, in writing. For example, SCPPA will not pay for two or more attorneys attending the same deposition or court appearance. SCPPA will pay for the time recorded by only one senior attorney for in-office conferences, but only if the conference is an occasional, necessary strategy meeting relating to some significant legal event or proceeding.

SCPPA will not pay for duplicative time charges by two or more attorneys, e.g., for legal research, reviewing documents, drafting documents, etc. SCPPA will not pay for “training” or “apprenticeship” time.

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SCPPA will not pay for the involvement of billers who work on the case irregularly or sporadically (“transient” billers), unless a particular biller has a special expertise which substantially advances the case.

Paralegals:

Use of paralegals is encouraged, providing they meet the requirements set forth herein. However, assignment of work to paralegals should not result in duplicative activity between attorneys and paralegals or the reworking or rewriting of paralegals’ work product by attorneys. SCPPA will not pay for paralegal time spent performing clerical/secretarial work (e.g., filing, indexing, sorting, organizing, photocopying, and bates stamping documents) unless it has been approved by SCPPA in advance, in writing. We expect paralegals to perform true paralegal work, e.g., research, document productions, preparing discovery or responses, interviewing witnesses, etc.

Expenses and Costs:

Absent prior approval, SCPPA will not pay for any extraordinary expenses, including, but not limited to, expert witness/consultant services, investigative services, computer litigation support services, videotaping of depositions, or temporary office help. SCPPA will not pay for first class air fare or luxury hotels. Any item of expense which exceeds \$500.00 must be approved by us in advance, in writing, or by SCPPA.

Any expenses submitted for payment shall be accompanied by appropriate receipts, invoices, or proof of expenditure. Do not bill SCPPA for the following expense items at more than the lesser of your actual cost or the specified rates:

Photocopying: Your actual cost but no more than \$0.10 per page or the actual charge of a copy service. Send large jobs to a capable but economical outside copy service.

Facsimile Charges: Do not bill SCPPA for any expense related to facsimile charges beyond your actual net costs actually and reasonably incurred by your firm for the sending of facsimiles. Indicate the number of pages with the related cost of each charge. Attach the appropriate receipts, invoices, or proof of any expenditure for your charges for facsimiles.

Mobile Telephone: Do not charge SCPPA for cellular telephone charges.

Travel: Describe in detail on the bill any travel expenses incurred by counsel. SCPPA retains the right to audit these expenses. Counsel should provide receipts and other documentation with bills for such expenses. Only coach fare will be reimbursed for air travel.

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Messenger and Delivery: Do not bill SCPPA if a “rush” is caused by your firm. For an outside messenger, SCPPA will pay the reasonable actual costs. For your internal messenger service, charge no more than an outside service.

Postage: Do not charge SCPPA for postage.

Computer-Assisted Electronic Research (CALR): SCPPA has selected your firm due in part to its claim of expertise and experience in certain areas of the law, including your law library of printed and electronic information in that field. If it is necessary for you to incur unusual CALR charges in order to handle this matter, please obtain permission in advance to charge for that expense. No charges for CALR shall be paid by SCPPA without its prior written approval of such a charge including, but not limited to LEXIS and WESTLAW services.

Overhead:

SCPPA will not pay for expenses which are considered to be part of the general law firm overhead, including but not limited to, administrative time, secretarial time, calendaring, setting up files, indexing, word processing, air conditioning, equipment rental, office supplies, hardware and software, meals, snacks, beverages, seminars, books, association dues, etc. SCPPA will not pay for any overtime charges by any billers unless they are approved in writing by SCPPA in advance.

No Surcharges/Mark-ups:

All expenses will be billed to SCPPA at the law firm’s actual net cost, without any “mark ups” or surcharges. This includes, but is not limited to, photocopying, computer research, long-distance telephone and actual cost of telefax charges, messenger services, etc. Messenger services and express mail shall only be used when requested or required by the involved court or agency or under extraordinary circumstances. Otherwise, SCPPA expects you to use U.S. mail. If requested by SCPPA, the firm will explain and justify its position on its cost of each expense item.

Billing Format:

Billing statements sent to us for payment shall specifically state the date of the work performed, identity of the billers, and the time spent on the activity. Narrative or “block” billing is unacceptable and will be returned to the law firm for further breakdown before payment is made. When numerous tasks are performed by billers on a particular billing day, each task should be identified separately, and a specific amount of time recorded for each task. Specifically related tasks may be grouped together.

Billings for Billings:

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SCPPA will not pay for time charges associated with review, preparation, explanation, or “breakdown” of legal billings submitted to us for payment. Administrative work performed, such as responding to or answering inquiries regarding billing invoices, is not appropriately billed to SCPPA.

Billing for Non-Billable Events:

Do not bill SCPPA for trivial routine matters such as processing invoices for payment, coding letters for filing, scanning “housekeeping” letters, or other matters which take only a few seconds of a lawyer’s time.

Audit Payments:

SCPPA reserves the right to audit the legal bills and work product and [Law Firm] agrees to cooperate in such an audit by SCPPA or its designee. Payments made by SCPPA shall not constitute a waiver of the right by SCPPA to be reimbursed by the law firm if it is determined that SCPPA has overpaid for these services.

Media Coverage:

SCPPA generally does not authorize [Law Firm] to offer media comment on matters being handled for SCPPA. Any media inquiries about the matter should be referred to the Executive Director.

Preventative Advice:

SCPPA views its use of [Law Firm] as a resource by which SCPPA can improve its ability to defend and represent the Authority and the public agencies that are its Members. Any thoughts which you may have as to alternative ways in which SCPPA can serve the public or preventative steps which may be taken to minimize future litigation will be appreciated.

Insurance:

A. Required Coverage

During the term of this Agreement and without limiting [Law Firm]’s indemnification of SCPPA, [Law Firm] shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by [Law Firm] but not less than the amounts indicated below. Such insurance shall be in a form acceptable to SCPPA and shall include but not be limited to the following coverages:

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- Commercial general liability insurance, issued by an insurance company admitted in the State of California to issue such insurance, insuring against loss or liability caused by or connected with [Law Firm]’s performance under this Agreement with a combined single limit of \$1,000,000 per occurrence.
- Automobile liability insurance, issued by an insurance company admitted in the State of California to issue such insurance, insuring against loss or liability caused by or connected with [Law Firm]’s use of owned, non-owned, leased or hired automobiles with combined single limit of not less than \$1,000,000 for each occurrence of bodily injury and property damage.
- Workers’ Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer’s Liability insurance with limits of not less than \$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.
- Professional liability insurance to insure against errors and/or omissions caused by or connected with [Law Firm]’s performance under this Agreement with minimum limits of \$5,000,000.

Additionally, such insurance shall: 1) protect SCPPA as an Additional Insured Party, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide SCPPA at least thirty (30) days’ advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to SCPPA’s insurance program. Except when SCPPA is a named insured, [Law Firm]’s insurance is not expected to respond to claims which may arise from the acts or omissions of SCPPA.

B. Modification of Coverage

SCPPA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving [Law Firm] (90) days’ advance written notice of such change. If such change should result in substantial additional cost to [Law Firm], SCPPA agrees to negotiate additional compensation proportional to the increased benefit to SCPPA.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by SCPPA prior to the provision of services by [Law Firm]. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by SCPPA. Non-

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availability or non-affordability must be documented by a letter from SCPPA insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, [Law Firm]'s failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which SCPPA may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect SCPPA's interests and pay any and all premiums in connection therewith and recover all monies so paid from [Law Firm].

END OF APPENDIX B TO RFP