



**REQUEST FOR PROPOSALS (RFP)
FOR
CLEAN POWER ALLIANCE (CPA)
PRINTING AND MAILING SERVICES**

I. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals from qualified and experienced contractors (“Proposer”) to provide printing and mailing services for CPA. CPA intends to award either a contract to one Proposer for both printing and mailing or a contract to two Proposers for printing and mailing services separately.

II. PROJECT BACKGROUND

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

CPA sends several types of notices to customers throughout the year some of which require printing and mailing services.

Below are details of these notices:

Move-in Mailers:

CPA sends two mailed notices to every new customer in our service area. The first notice arrives within 30 days of the start of their electricity service and the second notice arrives between 30 and 60 days after the start of their electricity service. CPA has three different levels of service and has a different move-in notice for each service level. CPA currently prints enough mailers for about three months of each service level at once and then have three batches mailed out every week (one batch for every service level). The weekly amount is approximately 5,000 notices.

Compliance Mailers:

Twice a year, CPA must send compliance notices to all customers about our energy content and rates. We intend to send emails to as many customers as possible, and then send mailed notices to the remainder, which is approximately 500,000 customers. The first type of mailer will go out in September 2021 and then again in June 2022. Four different versions of this mailer are sent to different customer groups in the following

approximate sizes: 100,000, 20,000, 60,000, and 320,000. The other type of mailer will go out in August 2021. Only one version of this mailer is sent to approximately 500,000 customers. Mailers typically go out in June and September of every calendar year.

Other Notices:

Additionally, two to three times a year CPA sends notices to customers for various programs or account changes. CPA expects to send 60,000 notices between September 2021 and November 2021 (likely four different notices). And 50,000 notices in April 2022 (most likely four different letters). CPA may also conduct other forms of customer outreach and marketing that require the assistance of a printing and mailing service provider.

Enrollment Notices:

In the future, CPA may enroll new cities or counties. During periods of enrollment, all eligible electricity customers receive four notices: one between 60 and 30 days before service starts, one in the 30 days before service starts, one in the 30 days after service starts, and one between 30 and 60 days after service starts. The number of eligible customers depends on the city or county but could be up to 60,000. Ineligible program letters may also need to be sent; quantities will vary.

III. QUALIFICATIONS AND EXPERIENCE

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

- Experience working with a CCA or a similar public entity on customer notifications. Proposers are expected to identify the entities for which they have provided services.
- Ability to print and/or complete mail jobs of 600,000+ pieces over a four-week period.
- Affirm ability and willingness to execute a Non-Disclosure Agreement, to adhere to policies that protect customer data privacy, and to sign acknowledgments complying with such policies as they may be amended from time to time.
- For mailing services only, be located within Los Angeles County as CPA’s mailing permit is for Business Mail Entry Unit 7001 S Central Ave RM 210, Los Angeles CA 90052-9614.
- Offer prevailing wages to its workers.
- Availability to complete critical print and/or mailing jobs in accordance with the following expected term:

Expected Quantity	Expected Term
5,000 customer notifications mailed/week. Printed in batched approximately every three months.	Throughout the year
500,000 customer notifications printed in a maximum of one month and mailed over a maximum of two weeks.	To be mailed in August 2021 and September 2021. In any subsequent years June and September of every calendar

	year.
60,000 customer notifications printed in a maximum of two weeks and mailed over a maximum of two weeks.	To be mailed in September 2021 (this is in addition to the 500,000), and November 2021 and in September and November of any subsequent calendar years, but the mailer amounts may vary.
50,000 customer letters printed in a maximum of two weeks and mailed over a maximum of two weeks.	To be mailed in April every year.

Pursuant to Proposition 209, Clean Power Alliance does not give preferential treatment based on race, sex, color, ethnicity, or national origin. However, Clean Power Alliance encourages minority-owned, women-owned, veteran-owned, and local businesses to respond to solicitations.

IV. SCOPE OF SERVICES

A. Scope of Work

A detailed description of the Scope of Work for print and mail services as needed is contained in **Attachment A** (“Contemplated Scope of Services”).

B. Term of Work

Services under this RFP are expected to commence on July 1, 2021 and continue until July 1, 2022 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”).

V. PRICING

Proposer must include estimate costs for the following example projects in the table below. Also, please report whether there are certifications and logos you are authorized to use and any additional associated costs including but not limited to forest stewardship council (FSC), union label, or the Soy Ink Seal. If you have suggestions for how to reduce printing and mailing costs, please include those suggestions in the narrative. Proposers may submit proposals for Printing only, Mailing only, or for both.

Please complete the below table as part of your response:

Project	Format	Paper	Anticipated Quantities	Estimated Cost for Printing	Estimated Cost for Mailing
1	<ul style="list-style-type: none"> • Full color • Double-sided postcard • 6 x 11 	30% recycled 10 lb.	30,000		
		10% recycled 10 lb.			

	<ul style="list-style-type: none"> Printed address <p><i>30,000 printed at once, but three batches addressed and mailed weekly to new move-in customers approximately 5,000/week.</i></p>	100% recycled 10 lb.			
2	<ul style="list-style-type: none"> Full color Single page one-sided letter 8.5 x 11 Regular #10 envelope with printed address 	100% recycled 10 lb.	50,000		
		30% recycled 10 lb.			
		10% recycled 10 lb.			
3	<ul style="list-style-type: none"> Full color Double-sided postcard 6 x 11 Printed address <p><i>500,000 must be printed within one month.</i></p>	30% recycled 10 lb.	500,000		
		10% recycled 10 lb.			
		100% recycled 10 lb.			
4	<ul style="list-style-type: none"> Full color double-sided postcard 6 x 11 Printed address 	30% recycled 10 lb.	60,000		
		10% recycled 10 lb.			
		100% recycled 10 lb.			

VI. RFP Process

A. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	May 7, 2021
Deadline for Written Questions	May 14, 2021 by 4:00pm
Responses to Questions Provided	May 21, 2021
RFP Proposals Due	May 28, 2021 by 4:00 p.m.
Evaluation of Proposals	May 31-June 10, 2021
Interviews (if needed)	June 14-17, 2021
Contract Negotiations	June 18-23, 2021
Execution of Contract	June 23, 2021
Board of Directors Approval	July 1, 2021

Commencement of Work	No later than July 12, 2021
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B. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this RFP by sending an email to contracting@cleanpoweralliance.org with a copy to ahang@cleanpoweralliance.org. All questions must be received by 4:00pm (pacific time) on May 14, 2021. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/> on May 21, 2021.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

C. Proposal Submission Deadline

The proposal should be submitted by email to contracting@cleanpoweralliance.org by **4:00 pm on May 28, 2021**. It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposer shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

Please include "PROPOSAL FOR PRINT AND MAILING SERVICES" in the email subject line. Failure to include this text in the subject line may result in the proposal not being considered during the evaluation process.

D. Proposal Evaluation Criteria

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

Evaluation Criteria
Proposer's qualifications and experience (see Section III).
Proposer's ability to provide the Contemplated Scope of Services identified in Attachment A .
Proposer's Pricing (see Section V)

E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified, in Section VI.D., above. CPA may select one Proposer or select a combination of Proposers (with or without interviews). CPA may split the work or services in any manner that CPA may determine,

in its sole discretion, offers CPA the best value. CPA may conduct interviews with a “short list” of Proposers, consisting of those Proposers reasonably likely, in CPA’s sole discretion, to be awarded the contract. Any interview may include discussions about services offered, conflict of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, and/or telephone or video conference interviews, at CPA’s sole discretion.

CPA reserves the right not to “short list” proposers or to convene interviews or discussions. CPA further reserves the right to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

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

VII. PROPOSAL REQUIREMENTS

Proposals shall include the following components and should not exceed 20 pages:

- Proposer’s qualifications and experience with the elements specified in Section III (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Bidder anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Bidder’s anticipated subcontractors or teaming partners.
- Proposer’s explanation for how it plans to meet the Scope of Services specified in **Attachment A** (which will be attached to the final agreement as Exhibit A). This section must include:
 - A list of the Proposer’s planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member’s role and responsibility.
 - A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
 - Proposer must provide its pricing proposal, including the information required in Section V., “Pricing,” above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation that Proposer may seek from CPA for services, inclusive of staff time, equipment, materials,

travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.

- If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- Proposer may submit a proposal for all of the services identified in **Attachment A**. Alternatively, a proposer may choose to submit a proposal for solely for Print Services or solely for Mailing Services.
- Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- Any required changes to CPA's Pro Forma Contract. See **Attachment D**.
- Proposer's completed Proposer's completed Campaign Contribution Form. See **Attachment E**.

VIII. RESERVATION OF RIGHTS

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. CPA also may, in its sole discretion, make no award for this RFP or cancel this RFP in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFP at a future date.

IX. CONFIDENTIALITY AND PUBLIC RECORDS

Responses to this RFP shall become the exclusive property of CPA. CPA is subject to

the California Public Records Act ("CPRA"). The recommended Proposer's proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

X. CONFLICTS OF INTEREST

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

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

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to contracting@cleanpoweralliance.org.

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Member Agencies

Attachment D – CPA Sample Contract

Attachment E – Campaign Contribution Form (Government Code 84308)

Attachment F – Order Form

Attachment G – (1) Pro Forma Non-Disclosure Agreement, (2) CPA Privacy and Customer Confidentiality Policy and Acknowledgment, and (3) CPA Protection of Confidential Information Policy and Acknowledgment

ATTACHMENT A SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide print and/or mailings services that include, but are not limited to, the following:

I. Printing Services, including but not limited to:

- a. Print up to 200,000 pieces per weekly batch.
- b. Print in formats including letters, postcards, bifold, or others, as CPA may determine from time to time.
- c. Sourcing and printing on a percentage recycled paper, as decided by CPA or as revised by CPA from time to time.

Deliverables:

- a. Printing must be completed within the time specified in the Order Form (**Attachment F**).
- b. Vendor should submit a proof of each notice to CPA within 3 business days, if not sooner, for CPA review and approval.

II. Mailing Services, including but not limited to:

- a. Review and provide a report of National Change of Address.
- b. Mail notices, either via bulk and standard mailing, as directed by CPA or as revised from time to time.
- c. Sign non-disclosure agreements for handling sensitive customer data, sign acknowledgments of CPA's privacy and confidentiality policies, renew such acknowledgments, if amended from time to time (see **Attachment G**).

Deliverables:

- a. Report of National Change of Address must be provided upon request.
- b. Confirmation that the notices have been mailed must be sent to CPA within 1 business day of the mailing.
- c. NDAs and acknowledgments must be executed at the time of contract execution.

III. Tracking and Reporting of Progress and Costs, including but not limited to:

- a. Track and report on progress of projects from initial proof through delivery to post office.
- b. Track and report on printing costs and postage monthly with itemized breakdown.

Deliverables:

- a. Report of progress of projects must be provided within 1 business day of request.
- b. Report on printing costs and postage must be provided on a monthly basis.

IV. Other ad hoc printing and mailing of program collateral, including but not limited to:

- a. Printing and mailing of other notices, including but not limited to CPA program collateral.

Deliverables:

- a. Report of progress of projects must be provided within 1 business day of request.
- b. Vendor will be expected to submit a proof of each notice to CPA within 3 business days, if not sooner.

The individual projects will be authorized through a separate order form prepared by CPA, based on its discretion, prior to the start of work (see **Attachment F**). The order form will include the deadline for which such services must be completed and the compensation for such services.

**ATTACHMENT B
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: _____

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

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

ATTACHMENT C
List of CPA MEMBER AGENCIES

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

ATTACHMENT D SAMPLE CONTRACT

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

Clean Power Alliance of Southern California

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

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

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

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

RECITALS

WHEREAS, CPA may contract with a provider for Digital Marketing, Advertising, Public Relations, and Related Services

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

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

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

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

AGREEMENT

1. Definitions.

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

- d. "CPA Materials" shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.
- e. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.
- f. "Services" shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments.

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

Exhibit A – Scope of Work
Exhibit B – Contractor's Workplan and Schedule
Exhibit C – Payments and Rates
Exhibit D – Contractor's Bid Response

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

3. Services to be Performed by Contractor.

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

4. Compensation.

CPA agrees to compensate Contractor as specified in Exhibit C:

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

5. Term.

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a "Renewal Term"), unless either Party provides ninety (90) days prior

written notice of its intent not to renew the term of the Agreement (“Renewal Notice”)

6. Termination.

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

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

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days’ written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, those Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 6(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA’s customers.

7. Contract Materials.

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA

and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

8. Payments of Permits/Licenses.

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

9. No Recourse against Constituent Members.

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

10. Confidential Information.

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

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to

the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not Confidential Information.

- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

11. Insurance.

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

Nothing herein shall be construed as a limitation on Contractor's obligation under paragraph 12 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

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

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of

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

b. Auto Liability

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

c. Workers' Compensation

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

d. Professional Liability Insurance

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

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

12. Indemnification.

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

misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

13. Independent Contractor.

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

14. Compliance with Applicable Laws.

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

15. Nondiscriminatory Employment.

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

16. Work Product.

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

17. Notices.

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

In the case of CPA, to:

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

With a copy to:

Name/Title: Non-Energy Contracting Manager
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Email: Contracting@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: _____
Address: _____

Telephone: _____
Email: _____

18. Assignment.

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

19. Subcontracting.

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

20. Retention of Records and Audit Provision.

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

21. Conflict of Interest.

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

22. Publicity.

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

23. Governing Law, Jurisdiction, and Venue

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

24. Amendments

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

25. Severability

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

26. Complete Agreement

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

the same provision or provisions or any breach of any provision or provisions of this Agreement.

27. Counterparts

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

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

[Name of contractor].

Clean Power Alliance of Southern California

By: [Name]

By: Theodore Bardacke

Title: [Fill in]

Title: Executive Director

**ATTACHMENT E
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Government Code Section 84308

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

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

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

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

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

* * * * *

Every proposer or contractor must disclose as follows:

Section 1

Proposer/Contractor (Legal Name)_____.

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

*Attach additional pages, if necessary

Section 2

Has Contractor or Proposer (identified in Section I) and/or any parent, subsidiary, or

affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

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

If NO, proceed to Section 4.

Section 3

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

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

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

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

REGULAR DIRECTORS

County/City	Regular Directors
1. Agoura Hills	Deborah Klein Lopez
2. Alhambra	Jeff Maloney
3. Arcadia	Sho Tay
4. Beverly Hills	Julian Gold
5. Calabasas	Mary Sue Maurer
6. Camarillo	Susan Santangelo
7. Carson	Jawane Hilton
8. Claremont	Corey Calaycay
9. Culver City	Daniel Lee
10. Downey	Sean Ashton
11. Hawaiian Gardens	Myra Maravilla
12. Hawthorne	Alex Monteiro
13. LA County	Sheila Kuehl
14. Malibu	Mikke Pierson
15. Manhattan Beach	Hildy Stern
16. Moorpark	Janice Parvin
17. Ojai	Betsy Stix
18. Oxnard	Bert Perello
19. Paramount	Vilma Cuellar Stallings
20. Redondo Beach	Christian Horvath
21. Rolling Hills Estates	Steve Zuckerman

22. Santa Monica	Kevin McKeown
23. Sierra Madre	Robert Parkhurst
24. Simi Valley	Ruth Luevanos
25. South Pasadena	Diana Mahmud
26. Temple City	Fernando Vizcarra
27. Thousand Oaks	Bob Engler
28. City of Ventura	Sofia Rubalcava
29. Ventura County	Linda Parks
30. West Hollywood	Lindsey Horvath
31. Westlake Village	Kelly Honig
32. Whittier	Fernando Dutra

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)
1. Agoura Hills	Linda Nothrup Louis Celaya
2. Alhambra	Sasha Perez Martin Ray
3. Arcadia	Dominic Lazzaretto Tom Tait
4. Beverly Hills	Robert Wunderlich
5. Calabasas	David Shapiro John Bingham
6. Camarillo	Sean Mulchay Tony Trembley
7. Carson	Cedric L. Hicks Sr. Reata Kulcsar

8. Claremont	Jennifer Stark
9. Culver City	Yasmine-Imani McMorrin Joe Susca
10. Downey	Catherine Alvarez Mario Trujillo
11. Hawaiian Gardens	Ramie L. Torres
12. Hawthorne	Akbar Farokhi Frank Feng
13. LA County	Holly Mitchell Gary Gero
14. Malibu	Steve Uhring Christine Shen
15. Manhattan Beach	Richard Montgomery Dana Murray
16. Moorpark	Jessica Sandifer
17. Ojai	William Weirick Michelle Ellison
18. Oxnard	Vianey Lopez Kathleen Mallory
19. Paramount	Isabel Aguayo Adriana Figueroa
20. Redondo Beach	Ted Semaan
21. Rolling Hills Estates	Debby Stegura Jeannie Naughton
22. Santa Monica	David Pettit Pam O'Connor
23. Sierra Madre	Gabe Engeland James Carlson
24. Simi Valley	Keith Mashburn Samantha Argabrite
25. South Pasadena	Michael Cacciotti Kim Hughes

26. Temple City	William Man Tom Chavez
27. Thousand Oaks	Cliff Finley Helen Cox
28. City of Ventura	Mike Johnson Joe Yahner
29. Ventura County	Carmen Ramirez
30. West Hollywood	Lauren Meister Robyn Eason
31. Westlake Village	Brad Halpern Phillippe Eskandar
32. Whittier	Henry Bouchot Vicki Smith

ATTACHMENT G
CPA Pro Forma Non-Disclosure Agreement, CPA Privacy and Customer Confidentiality Policy, and CPA Protection of Confidential Information Policy

[Date]

Clean Power Alliance of Southern California
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017

[Counterparty Name]
[Counterparty Address]
[City, State, Zip]

RE: [Mutual] Non-Disclosure Agreement
[Include “Mutual” if both CPA and Company intend to exchange Confidential Information]

In connection with [describe with particularity the purpose of entering into this NDA, e.g., to complete a commercial transaction “x” relating to “x”, to share regulatory strategy regarding “x” proceeding, etc.] (“[Create an abbreviation defining the situation, e.g., “Transaction,” “Regulatory Proceeding,” or “Purpose”]”) between [Name of Counterparty] (“Company”) and the Clean Power Alliance of Southern California (“CPA”) relating to [if the need for this NDA arises out of a dispute or controversy, describe that dispute or controversy or a settlement of any such dispute or controversy and discuss with legal prior to completing NDA] (the “Incident”), either Party may make available to the other Party and its Representatives certain information, which is non-public, confidential and/or proprietary in nature. As a condition to any such information being furnished, the Parties agrees that they will, and will cause their respective Representatives to, treat any such information in accordance with, and otherwise comply with, the terms and conditions set forth in this letter agreement (this “Agreement”) effective as of the Effective Date, as defined below. [Legal optional language: “The Parties agree that the Settlement Discussion will be conducted pursuant to and in accordance with Rule 12.6 of the California Public Utilities Commission’s Rules of Practice and Procedure provided, however, that nothing contained herein limits either Party from using any Confidential Information, defined in Section 1, for any authorized purpose in a manner permitted by law.”]

1. Certain Defined Terms.

(a) The term “Affiliate” shall mean any company, corporation, or other entity, which controls, is controlled by, or is under common control with a Party now and shall be considered an Affiliate only so long as the ownership or control, directly or indirectly, meets the conditions set forth herein; provided that any “Confidential Information” provided by or about an Affiliate prior to its cessation as an Affiliate shall remain subject to the terms of this Agreement. For purposes of this definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

(b) The term “Confidential Information” means all confidential, proprietary, or

sensitive information including, without limitation, trade secrets, know-how, formulae, processes, ideas, inventions (whether or not patentable), schematics, and other technical, business, financial, company and product development information or data as well as other sensitive or proprietary information or data (whether or not reduced to writing), which is disclosed or made available by the Disclosing Party or Disclosing Party's Affiliates to the Receiving Party or Receiving Party's Affiliates and (a) if disclosed orally, is orally identified at the time of disclosure or promptly thereafter in writing or electronically as confidential or proprietary, or (b) that, regardless of the form of disclosure, whether written, graphic, photographic, electronic, visual or otherwise, including but not limited to data, documents, reports, financial statements, marketing data, client information, correspondence and communications, or should be marked as "Confidential" or should contain a marking that the Receiving Party may reasonably understand contains confidential or proprietary information. "**Confidential Information**" includes all copies of such information and all memoranda, notes, reports, analyses, forecasts, summaries, data, compilations, studies and other materials containing, reflecting, interpreting or based upon, in whole or in part, any Confidential Information. The Parties acknowledge and agree that the "**Confidential Information**" is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.) ("**CPRA**"). In that regard, the Parties agree and acknowledge that no waiver, whether express or implied, of any privilege, exemption, or prohibition from disclosure pursuant to federal or state law is intended.

Notwithstanding the foregoing, the term "**Confidential Information**" does not include information that the Receiving Party can demonstrate (i) has become available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of the terms hereof, (ii) was in Receiving Party's possession prior to first being furnished to Receiving Party or any of its Representatives by or on behalf of the Disclosing Party or any of its Representatives, provided that, to the best knowledge of Receiving Party or its Representatives, as the case may be, the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any other person that prohibited such disclosure, (iii) has become available to Receiving Party or its Representatives from a source other than Disclosing Party or its Representatives, provided that, to the best knowledge of Receiving Party or its Representatives, as the case may be, the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any other person that prohibited such disclosure, or (iv) has already been or is hereafter independently developed by Receiving Party or its Representatives by persons who had no access to, and developed such information without reference to or reliance upon, the Confidential Information and is evidenced by documentation that was in Receiving Party's possession prior to disclosure.

(c) The term "**Disclosing Party**" shall mean the Party or its Representatives that discloses or otherwise furnishes "Confidential Information" to the Receiving Party, whether the Confidential Information is prepared by the Party or its Representatives.

(d) The term "**Receiving Party**" shall mean the Party or its Representatives that receives "Confidential Information," as defined herein, from the Disclosing Party whether prepared or furnished by the Disclosing Party.

(e) As used herein, "**Party**" shall refer to CPA or Company, individually, and "**Parties**" shall refer to CPA and Company, collectively.

(f) The term "**Representative**" means, as to any person, such person's affiliates, and its and their respective directors, officers, managers, partners, members, employees, agents,

and advisors (including, without limitation, financial advisors, auditors, consultants, legal counsel, accountants, and lenders provided that in no event shall lender include any potential lenders) and the term “**person**” means any natural person or legal entity, including, without limitation, any corporation, general or limited partnership, limited liability company, trust, or other entity or company, that has a legitimate business reason to access the Confidential Information and who agrees in writing to abide by the terms and conditions of this Agreement.

2. Use and Non-Disclosure of Confidential Information. Receiving Party recognizes and acknowledges the legal, commercial, and competitive value and confidential nature of the Confidential Information and the damage that could result to Disclosing Party if any information contained therein is disclosed to a third party. In consideration of the Disclosing Party’s disclosure of the Confidential Information to the Receiving Party, the Receiving Party agrees that it and its Representatives (a) will treat all Confidential Information as strictly confidential; (b) will only use the Confidential Information as necessary for the [“**Transaction,**” “**Settlement,**” “**Purpose**” – please use the term you defined in the first paragraph, above, to describe the purpose of the NDA] and for no other purpose, including, without limitation, in any way detrimental to the Disclosing Party, (c) will protect all Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with less than reasonable care; (d) will disclose Confidential Information only to such Representatives of the Receiving Party and its Affiliates who need to know such Confidential Information for the Purpose, provided such Representatives are informed of the confidential nature of such Confidential Information and the terms of this Agreement prior to disclosure and provided further that the Receiving Party shall be responsible in the event of such Representative’s breach of this Agreement as if the Receiving Party had committed such breach; and (e) will not reverse engineer any such Confidential Information. In addition, except upon mutual written agreement, or as may be required by law, neither Party to this Agreement shall in any way or in any form disclose the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

Notwithstanding the foregoing, Confidential Information may be disclosed (x) with Disclosing Party’s prior written consent, or (y) in accordance with Paragraph 3 below.

3. Required Disclosure. If either Party is requested or required pursuant to a law, including the CPRA, by a court, or by an administrative or regulatory agency of competent jurisdiction to disclose any Confidential Information, that Party must promptly notify the other Party of the request for disclosure and, absent the prior written consent of the non-disclosing Party to the disclosure, will take lawful steps to protect against the disclosure of any Confidential Information. If the non-disclosing Party takes no action after receiving the foregoing notice, the Party receiving the disclosure request shall, at its sole discretion, be permitted to comply with the request or requirement. If the non-disclosing Party takes action or attempts to take action after receiving the foregoing notice, the non-disclosing Party shall proceed with any such action, at the non-disclosing Party’s sole expense, and agrees to indemnify and hold harmless the Party receiving the disclosure request from any claims, liability, award of attorneys’ fees, damages, costs, or expenses incurred or awarded in connection with any judgment, determination, order, writ, injunction, decision, or ruling requiring disclosure of the Confidential Information.

4. Ownership, Return, and Destruction of Confidential Information. All Confidential Information provided pursuant to this Agreement will remain the property of the Disclosing Party, and neither this Agreement nor any disclosure of Confidential Information pursuant hereto shall be construed as granting (expressly or by implication) to Receiving Party or any of its Representatives

any license or other intellectual property right with respect to any of the Confidential Information. At any time after the Term of this Agreement, at the request of Disclosing Party, in its sole discretion and for any reason or no reason, Receiving Party will promptly, at its option, either destroy or deliver to Disclosing Party all Confidential Information and cause its Representatives to do the same (and if requested by Disclosing Party, will confirm in writing compliance with this provision to Disclosing Party within 15 calendar days of the foregoing decision or request). Notwithstanding the foregoing, Receiving Party and its Representatives may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning or business continuity planning, so long as (x) such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity purposes and (y) to the extent such data or records are restored or otherwise become accessible, they are permanently deleted. Notwithstanding the return or destruction of the Confidential Information, Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and the other applicable obligations and agreements under this Agreement.

5. General.

(a) Term. This Agreement shall be effective upon the date that both Parties have signed this Agreement (the “**Effective Date**”) and will remain in effect for (i) **[three (3) years]** **[Consider how long CPA or the Company needs the information to remain confidential]**, or (ii) until the **[“Transaction,” “Settlement,” “Purpose”]** is complete, whichever is later (“**Term**”). **[Subdivision (ii) may not be necessary depending on the situation]**

(b) No Warranty. The Receiving Party acknowledges that the Disclosing Party has neither made any representations nor given any warranties as to the accuracy or completeness of the Confidential Information for the Receiving Party’s purposes. The Receiving Party agrees that the Disclosing Party shall not by virtue of this Agreement have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement. CONFIDENTIAL INFORMATION IS PROVIDED ON AN “AS-IS” BASIS AND DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO ACCURACY, RELIABILITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

(c) Notice. The Receiving Party will notify the Disclosing Party in writing promptly upon the occurrence of any unauthorized release of Confidential Information or breach of this Agreement of which it is aware.

This notice and any notice required herein shall be provided by *both* electronic mail and U.S. Mail to the following individuals at the following address:

CPA: **[name of CPA business owner]**
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Email: **[email address]**

With a copy to:
Nancy Whang, General Counsel
801 S. Grand Ave., Suite 400

Los Angeles, CA 90017
Email: nwhang@cleanpoweralliance.org

Company: [name] and [address and email address]

(d) Disclaimer. This Agreement is neither intended to create, nor shall it be construed as creating, (i) a joint venture, partnership or other form of business association between the Parties, (ii) an obligation to buy or sell products using or incorporating the Confidential Information, (iii) an implied or express license grant from either Party to the other, (iv) any obligation to continue discussions or negotiations with respect to any potential agreement between the Parties or (v) an agreement to enter into any agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(f) Assignment; Binding Effect. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, and any purported assignment by a Party without prior written consent of the other Party will be null and void and not binding on such other Party. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties and obligations of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and assigns.

(g) Equitable Relief; Remedies. Receiving Party acknowledges and agrees that Disclosing Party would be damaged irreparably and would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, in addition to any other remedy to which Disclosing Party may be entitled, at law or in equity, Disclosing Party will be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions, without bond or other security being required and without any proof of actual damages. The rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by Receiving Party or any of its Representatives, Receiving Party shall reimburse Disclosing Party for any and all costs and expenses including, without limitation, attorneys' fees and expenses incurred in connection with all such litigation. Nothing herein will be considered an election of remedies or a waiver of the right to pursue any other right or remedy to which a Party may be entitled.

(h) Governing Law and Forum Selection. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any choice of law principles that would result in the application of the laws of any other jurisdiction. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or Representatives) with respect to or arising out of this Agreement shall be brought in the courts of the State of California sitting in the City and County of Los Angeles, California.

(i) Amendment. This Agreement may not be amended or modified except by a writing signed by both of the Parties.

(j) Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof.

(k) Waiver. The waiver, express or implied, by any Party of any of its rights arising under this Agreement shall not constitute or be deemed a waiver of any other right hereunder, whether of a similar or dissimilar nature.

By executing below, the Parties agree and accept this Agreement with respect to the subject matter contained herein as of the Effective Date. Each signatory hereby represents, warrants, and certifies that he or she is duly authorized to execute this Agreement on behalf of his or her Party.

Clean Power Alliance of Southern California

[Counterparty Name]

By:
Name: Theodore Bardacke
Title: Executive Director
Date: _____, 2020

By:
Name:
Title:
Date: _____, 2020

**Clean Power Alliance
Administrative Policies and Procedures**

Policy Title	CPA Privacy and Customer Confidentiality Policy		
Policy Number	CPA2018-02	Effective Date:	06/07/2018
Reference:	CPUC Decision 97-10-031		

1. Definition of Terms

2. California Public Utilities Commission (CPUC)

A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas and water companies.

3. Policy

4. Notice of Accessing, Collecting, Storing, Using, and Disclosing Energy Usage Information

Clean Power Alliance (CPA), its employees, agents, contractors, and affiliates shall maintain the confidentiality of individual customers’ names, service addresses, billing addresses, telephone numbers, email addresses, account numbers, and electricity consumption, except where reasonably necessary to conduct CPA’s business or to provide services to customers as required by the California Public Utilities Commission (CPUC). Examples of reasonably necessary business purposes include but are not limited to when such disclosure is necessary to (a) comply with law, regulation, or court order;

(b) enable CPA to provide services to its customers; (c) collect unpaid bills; (d) obtain and provide credit reporting information; (e) resolve customer disputes or inquiries; (f) communicate about demand response, energy efficiency, energy management, and conservation programs, or (g) in situation of imminent threat to life or property. CPA shall not, under any circumstances, disclose customer information for third-party telemarketing, e-mail, or direct mail solicitation. Aggregated data that cannot be traced to specific customers may be released at CPA’s discretion.

Customer data, including individual customer names, addresses, and electric energy usage data, is collected via Southern California Edison’s metering systems. CPA may

share customer data with contractors and vendors for purposes of providing services and operating programs. Contractors and vendors are required to agree to only use customer data for program operational purposes and protect it under the same standards as CPA maintains customer-specific energy usage and billing information for only as long as reasonably necessary, typically not more than five years unless otherwise necessary by law or regulation.

The effective date of this version of the Privacy and Consumer Confidentiality Policy is June 7, 2018. Notice of this policy will be provided when confirming a new customer account and annually to customers via an on-bill message to guide customers to the most updated version of CPA's website at www.CleanPowerAlliance.org. Any changes to this policy between notification periods will be communicated through CPA's website.

Customers having any questions or concerns regarding the collection, storage, use, or distribution of customer information, or who wish to view, inquire about, or dispute any customer information held by CPA or limit the collection, use, or disclosure of such information, may contact Tyler Aguirre, by phone at (213) 269-5870, via email at taguirre@cleanpoweralliance.org or by mail at 555 W. 5th Street, 35th Floor, Los Angeles, CA, 90013.

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (CPA) PRIVACY AND
CUSTOMER CONFIDENTIALITY
POLICY ACKNOWLEDGEMENT**

I have read the Privacy and Customer Confidentiality Policy and understand its provisions.

I understand that to ensure the protection of the integrity of CPA’s confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email.

I accept responsibility for any action performed under my user name and password, or as a representative of CPA.

I understand that handling and use of confidential information in violation of the Privacy and Customer Confidentiality Policy may result in employee discipline, up to and including termination and/or termination of roles, responsibilities, contracts, or agreements.

By signing this form, I agree to abide by the policy currently in place and I agree to review periodically any changes or modifications. I understand that my regular review of this policy is required. I understand updates to this policy are available online.

Name Emp. ID
(Print): (If applicable):_____

Signature: Date:_

Executive Director
Signature:_

Date:_

This document will be maintained in CPA’s files.

**Clean Power Alliance
Administrative Policies and Procedures**

Policy Title	CPA Protection of Confidential Information Policy		
Policy Number	CPA2018-03	Effective Date:	06/07/2018
Reference:	CPUC Decision 97-10-031		

1. Definition of Terms

2. California Public Utilities Commission (CPUC)

A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas and water companies.

3. Policy

4. Ensuring Customer Confidentiality is Protected

To ensure that all employees protect the integrity of CPA’s confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email, except where reasonably necessary to conduct CPA’s business or provide services to customers as required by the California Public Utilities Commission (CPUC).

5. Procedure

- A. Confidential information cannot be transmitted or forwarded to individuals within or outside of the organization who do not have an authorized need to know the information.
 - B. Confidential information cannot be transmitted via email.
 - C. Confidential information cannot be posted on CPA’s website.
 - D. Employees must lock his/her computer when leaving their computer.
- E Passwords may not be shared with any person and cannot be stored physically or digitally.
- A. Documents containing confidential information must be secured at all times.
 - B. Documents containing confidential information must be shredded when destroyed when no longer used and as per the adopted retention schedule if applicable.

- C. Employees are responsible for any action performed under their user name and password.
- D. Examples of reasonably necessary business purposes include but are not limited to when such disclosure is necessary to:
 - 1. Comply with law, regulation, or court order;
 - 2. Enable CPA to provide services to its customers;
 - 3. Collect unpaid bills;
 - 4. Obtain and provide credit reporting information'
 - 5. Resolve customer disputes or injuries;
 - 6. Communicate about demand response, energy efficiency, energy management, and conservation programs, or
 - 7. In situation of imminent threat to life or property.
- E. Failure to comply with the provisions of this policy and procedure may result in discipline up to and including discharge.

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (CPA) PROTECTION OF
CONFIDENTIAL INFORMATION
POLICY ACKNOWLEDGEMENT**

I have read the Protection of Confidential Information Policy and understand its provisions.

I understand that to ensure the protection of the integrity of CPA's confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email.

I accept responsibility for any action performed under my user name and password, or as a representative of CPA.

I understand that handling and use of confidential information in violation of the Protection of Confidential Information Policy may result in employee discipline, up to and including terminations and/or termination of roles, responsibilities, contracts, or agreements.

By signing this form, I agree to abide by the policy currently in place and I agree to review periodically any changes or modifications. I understand that my regular review of the policy is required. I understand updates to the policy are available online.

Name Emp. ID
(Print): (If applicable): _____

Signature: Date: _

Executive Director
Signature: _

Date: _

This document will be maintained in CPA's files.