



**REQUEST FOR PROPOSALS (RFP)
FOR
PAID MEDIA SERVICES**

I. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide paid media services, including managing and facilitating media buying across both traditional and digital platforms, to enhance CPA’s brand visibility and reach CPA’s audience effectively.

II. PROJECT BACKGROUND

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority to provide clean energy options at competitive rates to more than 1 million customers. CPA is now comprised of 35 local member agencies across Los Angeles and Ventura Counties that have joined together to offer a choice in electricity service providers to more than three million residents and businesses.

CPA is seeking a media planning, negotiation, and buying specialist to manage and facilitate media buying across both traditional and digital platforms. CPA also plans to grow its partnerships with community and social influencers to help grow CPA’s brand awareness, establish CPA’s leadership position in clean energy, foster trust, and increase program enrollment.

III. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with media planning, negotiations, and buying. Proposers should have demonstrated knowledge and expertise providing the services in the 35 communities CPA serves. This includes understanding the media landscape, consumer behavior, and preferences of specific multicultural segments.
- Proposer must have applicable qualifications and experience to support media planning, negotiation, and reporting to create and foster innovative media partnerships

that align with CPA's values. Key activities may include but are not limited to:

- Media buying for Los Angeles and Ventura Counties in three (3) languages (English, Chinese and Spanish), for the following categories:
 - Radio.
 - Out-of-home.
 - Regional digital publishers.
 - Social media.
 - Community partnerships (influencers).
- Providing real-time or weekly media reporting in a digital dashboard
- Proposer should have applicable qualifications and experience with providing paid media services for CCAs or electric or municipal utilities.

IV. SCOPE OF SERVICES

A. Scope of Work

A detailed description of the Scope of Work for paid media Services is contained in **Attachment A** ("Contemplated Scope of Services").

B. Term of Work

Services under this RFP are expected to commence on October 6, 2023, and continue until October 5, 2024 ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1) year terms for a maximum of two years (each, a "Renewal Term").

V. PRICING

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

Proposer may, at its option, submit one (1) alternative pricing proposal but that proposal must specify any additional amounts proposed and justify in detail the cost breakdown for each individual scope item described in **Attachment A**, or by another divisible increment. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

CPA's anticipated budget for paid media services during Fiscal Year 2023-2024 is

approximately \$250,000.

VI. **RFP Process**

A. **RFP Schedule**

The timetable for this RFP is as follows:

Description	Date
Release of RFP	August 2, 2023
Deadline for Written Questions	August 8, 2023, by 4:00 PM (PDT)
Responses to Questions Provided	August 11, 2023, by 5:00 PM PDT
RFP Proposals Due	August 17, 2023, by 4:00 PM (PDT)
Evaluation of Proposals	August 18-25, 2023
Interviews (if needed)	August 28 - September 6, 2023
Contract Negotiations	September 7-15, 2023
Presented to the Board for Approval and Execution of Contract	October 5, 2023
Commencement of Work	October 6, 2023

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 araimondo@cleanpoweralliance.org. All questions must be received by 4:00 PM (PDT) on August 8, 2023. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/contracting-opportunities> on August 11, 2023.

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

C. Proposal Submission Deadline

A proposal should be submitted by email to contracting@cleanpoweralliance.org by **4:00 PM (PDT) on August 17, 2023**. Please include "PROPOSAL FOR PAID MEDIA SERVICES" in the email subject line.

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

D. Proposal Evaluation Criteria

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

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 particular Proposer or select a combination of Proposers (with or without interviews); or conduct interviews with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA's sole discretion.

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a Proposer 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 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:

- 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 Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer’s anticipated subcontractors or teaming partners.
- Case studies demonstrating Proposer’s in-language media buying expertise in Los Angeles and Ventura Counties.
- Proposer’s explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
 - A list of the 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’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 Proposer conduct. Proposers are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

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

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

ATTACHMENTS

Attachment A – Contemplated Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Member Agencies

Attachment D – CPA Sample Contract

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of paid media services, including managing and facilitating the media buying activities set forth below.

The paid media services should incorporate the following components:

- Providing audience intelligence, helping with the development of comprehensive audience profiles and target campaigns with precision throughout CPA's 35 communities.
- Collecting and analyzing data from multiple sources to gain deep insights into consumer behavior, language preferences, and interests.
- Using strategies beyond traditional formats by creating personalized and interactive experiences for customers.

The Services shall include, but are not limited to, the following:

Task #1: Research, and Planning

Facilitate the creation of detailed audience profiles and enable precise targeting of campaigns across CPA's 35 communities, including:

- a. Create and assist with integrated campaign planning by collaborating with CPA and other consultants to develop integrated paid media campaigns that align with CPA's overall marketing objectives and ensure consistency across traditional and digital channels.
- b. Gather and examine data from various sources to acquire extensive knowledge about consumer behavior, language preferences, and interests.
- c. Leverage audience profiles to develop recommendations for targeted campaigns based on cultural understandings, interest mapping, language profiling, and data analysis for specific segments of the audience in each community to ensure maximum impact.
 - a. Identify and document a deep understanding of the cultural nuances and media preferences of CPA's target audience.
 - b. Provide recommendations on the best advertising platforms, channels, and approaches for each language.
- d. Recommend social media influencers and provide social media strategic plans tailored to different platforms, including Facebook, Instagram, Twitter and LinkedIn.
- e. Provide comprehensive analytics and reporting in a dashboard format updated in real-time or weekly.

- a. Assess the performance of our paid media campaigns, including key performance indicators (“KPIs), and conversion rates.

Task #1 Anticipated Deliverables:

- Strategic Media Plan: a comprehensive media plan that outlines objectives, recommended media channels, platforms, placements, reach and frequency, per target audience, budget and schedule.
- Reports or decks on audience profiles based on CPA’s 35 communities.
- Recommendations for influencers, social media plans, best advertising platforms, channels, and approaches for each language based on audience profiles from CPA’s 35 communities.

Timeline for Task #1:

- The Strategic Media Plan will be proposed, reviewed, and approved by the month of December (2023) and executed on the date set by CPA staff and the Contractor.

Task #2: Media Buying

Provide media buying services, including managing and facilitating media buying across both traditional and digital platforms, to enhance CPA’s brand visibility and reach CPA’s audience effectively, including:

- a. Traditional Media Buying: developing effective media buying strategies for traditional channels including, but not limited to print, radio, and out-of-home.
- b. Digital Media Advertising: developing effective media buying strategies for digital channels, including, but not limited to social media networks, websites in Los Angeles and Ventura Counties, and geo-targeted application placements to expand CPA’s reach and engage with CPA’s online audience effectively.
- c. Develop a comprehensive social media advertising strategy to guide CPA’s brand and program growth. This strategy will encompass the selection of appropriate platforms, budget allocation, and targeting parameters.

Task #2 Anticipated Deliverables:

- Detailed traditional and digital media buying plans with specifications for creative development.
- Completion of the media buying for traditional and digital advertising, as outlined in the approved Strategic Media Plan. Guidelines will be provided by CPA staff for dark months, holidays, dates of CPA communities joining, and light ads as well.

Timeline for Task #2:

- Peak media buying will take place in the spring, summer, and early fall of 2024. The media buying plan will be guided and approved by CPA staff.

Task #3: Partnerships

Facilitate the creation of new CPA partnerships.

- a. Actively seek and identify partnerships with environmentally and community-conscious influencers, which includes individuals, businesses and organizations that align with CPA's values.
- b. Utilize agency network and resources to identify and vet relevant influencers in the industry, including, but not limited to individuals, organizations, and businesses.
 - i. Collaborate with CPA's marketing team to develop a comprehensive influencer marketing strategy aligned with CPA's brand goals and values.
 - ii. Manage all aspects of the influencers marketing campaign, including content development, scheduling, distribution, and boosting.

Task #3 Anticipated Deliverables:

- Strategic Partnership Plan including final recommendations for partnerships with relevant influencers, businesses, and organizations in Los Angeles and Ventura County.

Timeline for Task #3:

- Completed Strategic Partnership Plan by January 2024. The partnership plan will be guided and approved by CPA staff.
- Peak content publishing will take place in spring, summer and early fall of 2024.

**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
Hermosa Beach
LA County
Malibu
Manhattan Beach
Moorpark
Monrovia
Ojai
Oxnard
Paramount
Redondo Beach
Rolling Hills Estates
Santa Monica
Santa Paula
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 the selected Proposer. Additional terms and conditions will be incorporated dependent on circumstances, including scope of services, the space selected, any tenant improvement or allowance, and other factors.

Clean Power Alliance of Southern California

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

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

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

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

RECITALS

WHEREAS, CPA may contract with a provider for paid media 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

Definitions

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

"CPA Data" shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.

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

“CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

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

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

Exhibits and Attachments

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

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

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

Services to be Performed by Contractor

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

Compensation

CPA agrees to compensate Contractor as specified in Exhibit C:

In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A [and Exhibit B], CPA shall make payment to Contractor based on [the time and material rates, not-to-exceed, or fixed fee] and in the manner specified in Exhibit C.

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

Term

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

Initial Term, the Parties may renew this Agreement for two successive one (1) year terms for a maximum of two years (each, a "Renewal Term"), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement ("Renewal Notice").

Termination

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

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

Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.

Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 5(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data,

documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

Payments of Permits/Licenses

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

No Recourse against Constituent Members

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

Confidential Information

Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below

Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (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.

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

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

Insurance

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

Nothing herein shall be construed as a limitation on Contractor's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

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

a. General Liability

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

b. Auto Liability

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

c. Workers' Compensation

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

d. Professional Liability Insurance

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

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

Indemnification

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages,

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

Independent Contractor

Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.

Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

Compliance with Applicable Laws

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

Nondiscriminatory Employment

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

Work Product.

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

prepared for CPA.

Notices

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

In the case of CPA, to:

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

In the case of Contractor, to:

Name/Title: _____
Address: _____

Telephone: _____
Email: _____

Assignment

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

Subcontracting

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

Retention of Records and Audit Provision

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

Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

Conflict of Interest

No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

Publicity

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

Governing Law, Jurisdiction, and Venue

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

Amendments

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

Severability

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

Complete Agreement

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

Counterparts

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

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

[Name of contractor].

Clean Power Alliance of Southern California

By: [Name]

Title: [Fill in]

By: Theodore Bardacke

Title: Chief Executive Officer

**ATTACHMENT E
CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

Government Code Section 84308

In accordance with California law, bidders 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 a campaign contribution 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 bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder 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 Attachment 1.

* * * * *

Every bidder or contractor must disclose as follows:

Section 1

Bidder/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 Bidder (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/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements. I declare the foregoing disclosures to be true and correct.

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

**Exhibit D5 - Attachment 1
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	Catherine Alvarez
11. Hawaiian Gardens	Luis Roa
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	Gleam Davis
23. Sierra Madre	Robert Parkhurst
24. Simi Valley	Ruth Luevanos
25. South Pasadena	Diana Mahmud
26. Temple City	Fernando Vizcarra
27. Thousand Oaks	Kevin McNamee
28. City of Ventura	Sofia Rubalcava
29. Ventura County	Linda Parks
30. West Hollywood	Lindsey Horvath
31. Westlake Village	Ned Davis
32. Whittier	Fernando Dutra

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)
1. Agoura Hills	Linda Nothrup Louis Celaya
2. Alhambra	Adele Andrade-Stadler
3. Arcadia	Dominic Lazzaretto
4. Beverly Hills	Robert Wunderlich
5. Calabasas	David Shapiro Michael McConville
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	Donald La Plante
11. Hawaiian Gardens	Ramie L. Torres

12. Hawthorne	Selena Acuna
13. LA County	Holly Mitchell
14. Malibu	Steve Uhring
15. Manhattan Beach	Carrie Tai Joe Franklin
16. Moorpark	Jessica Sandifer
17. Ojai	Michelle Ellison
18. Oxnard	Vianey Lopez Kathleen Mallory
19. Paramount	Isabel Aguayo Adriana Figueroa
20. Redondo Beach	Ted Semaan Todd Lowenstein
21. Rolling Hills Estates	Debby Stegura Greg Grammer
22. Santa Monica	Pam O'Connor
23. Sierra Madre	Kelly Kriebs
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 Rachel Dimond
31. Westlake Village	Susan McSweeney Phillippe Eskandar
32. Whittier	Octavio Martinez Vicki Smith