REQUEST FOR PROPOSALS (RFP)

FOR

MULTIFAMILY EFFICIENT COOLING PROGRAM

1. 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 property owner outreach and engagement, technical assistance, and rebate administration services to implement CPA's Multifamily Efficient Cooling Program (the "Program").

2. PROJECT BACKGROUND

CPA is a Community Choice Aggregator ("CCA") program, established as a Joint Powers Authority, made up of 38 local agencies across Los Angeles and Ventura Counties (CPA's member agencies are set forth in Attachment E). 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 is committed to promoting access to cooling equipment to increase resilience to extreme heat events by removing traditional barriers to adoption. Lack of funding is a significant barrier to efficient cooling and heat pump adoption, in particular for owners and residents of multifamily properties (defined as buildings consisting of 2 or more attached units). In order to install cooling options at multifamily properties, property managers or owners must have the funds and technical knowledge to assess their site, review options, and implement the best solution. Many properties lack both the expertise and the budget to complete these installations. Deed-restricted properties and properties with a significant number of low-income residents face additional challenges in installing cooling options, further restricting access for a large number of CPA customers.

This Program is seeking an experienced Proposer(s) to provide multifamily program implementation services to support the evaluation and installation of efficient cooling options. In order to meet the desired scope, CPA welcomes either a Proposer(s) who can provide the entire set of service or a team that is managed by the Proposer(s). The selected Proposer(s) will be responsible for providing a turnkey solution to target, screen, enroll, and support these customers through the process. This will include technical assistance, offering virtual tools and remote or online resources, and comprehensive assessments of multifamily properties, targeting those with no or insufficient existing cooling options. The selected Proposer(s) will also be responsible for rebate management, including creating an application process, verifying eligibility for the site and measure(s), issuing rebates, and tracking and reporting. The selected Proposer will offer a rebate portal and appliance process that allows bulk participation for property owners and managers and for individual tenants.

This Program will also connect property owners to other available CPA, regional, or statewide programs that supports decarbonization and building resiliency to extreme heat events. Additionally, the selected Proposer will be responsible for collaborating with local retailers and distributors to ensure access and availability of qualifying equipment.

2.1. Program Goals

The Program aims to enable the installation of cooling options within the CPA service territory by supporting multifamily property owners and managers or tenants who reside in multifamily properties by providing technical assistance and rebates to eligible properties for the installation of efficient plug-in air conditioners or room heat pumps. Services related to the Program goals may be added upon mutual agreement between CPA and Proposer.

2.2. Program Budget and Engagement Targets

There are approximately 21,000 multifamily buildings in CPA's service territory. CPA expects to implement cooling options at a minimum of 500 properties over three (3) years and provide these properties with virtual or in-person technical assistance. It is assumed that some properties will receive rebates without technical assistance and some properties will receive technical assistance without following through to implementation, with approximately two-thirds (2/3) of properties receiving both. CPA intends to support the installation of a minimum of 5,000 units of cooling equipment at the participating properties.

A minimum of thirty percent (30%) of the participating properties will receive an enhanced rebate value for properties that meet equity eligibility requirements ("Equity Rebate Requirement"). CPA proposes defining the Equity Rebate Requirement as either (1) at least two-thirds (2/3rds) of tenants at a property are enrolled in either the California Alternate Rates for Energy ("CARE") and/or Family Electric Rate Assistance Program ("FERA"), or (2) at least two-thirds (2/3rds) of the units in a multifamily property are designated as affordable housing units by Los Angeles County or Ventura County ("Deed-Restricted Affordable Housing"). Rebate structures, eligibility requirements, and enrollment targets may be adjusted over time at CPA's discretion and with input from the selected Proposer(s).

Draft rebate values:

Measure	Specifications	Market Rate	Equity
Efficient Plug-in AC	Golden State Rebate Energy Star Certified	$90	$300
Room Heat Pump	TECH Clean California Meet AHRI Standard (310/380) Refrigerant of 750 GWP or less	$350	$750

3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have experience providing outreach and engagement to multifamily property owners and managers in Southern California.
- Proposer must have applicable qualifications and experience with implementing and managing rebate programs focused on heating, ventilation, and air conditioning ("HVAC") or other efficient or electrification space heating and cooling measures within multifamily residential properties.
- Proposer must have applicable qualifications and experience to support in-person and virtual technical assistance for HVAC measures within multifamily residential properties.
- Proposer must have experience implementing multifamily programs for CCAs, electric utilities, or municipal utilities.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for the Multifamily Efficient Cooling Program is contained in **Attachment A** ("Contemplated Scope of Services").

4.2. Term of Work

Services under this RFP are expected to commence on July 6, 2026, and continue until July 5, 2029 ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for two (2) successive one (1) year terms for a maximum of two (2) additional years (each, a "Renewal Term" and together with the Initial Term, the "Term").

5. PRICING

5.1. 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.

5.2. 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.

5.3. Proposer(s) should provide a pricing matrix that follows the format set forth in the table below:

Task		**Initial Term**		**First Renewal Term**		**Second Renewal Term**	
		Fixed Fees	**Variable Costs**	**Fixed Fees**	**Variable Costs**	**Fixed Fees**	**Variable Costs**
Task #1: Program Set Up and Plan Development							
Task #2: Program Launch and Implementation							
Task #3: Program Outreach and Engagement							
Task #4: Technical Assistance	Virtual						
	In-Person						
	Other						
Task #5: Rebate Administration							
Task #6: Program Ramp Down							
Maximum Fees:							
Project Total:							

6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	March 12, 2026
Deadline for Written Questions	March 26, 2026
Responses to Questions Provided	April 3, 2026
RFP Proposals Due	**April 23, 2026 (by 4:00 p.m. Pacific Time)**
Evaluation of Proposals	April 24 - May 15, 2026
Interviews (if needed)	May 18-29, 2026
Notice of Intent to Award Contract Provided	June 1, 2026
Contract Negotiations	June 1-12, 2026
Last Day to Submit Notice of Intent to Protest	June 16, 2026
Last Day to Protest	June 19, 2026
CPA Response to Protest	June 26, 2026
Anticipated Presentation to the Board for Approval and Execution of Contract	July 2, 2026
Anticipated Commencement of Work	July 6, 2026

6.2. 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 jhawley@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on March 26, 2026. 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 April 3, 2026.

If a proposer has questions about the RFP Solicitation process, including any instructions or requirements, the Proposer must raise these questions through this Questions and Response process. Any failure by a Proposer to raise any concern relating to the solicitation process or requirements through this Questions and Responses process, shall be deemed a waiver of the Proposer's right to protest any decision for contract award relating to any aspect of the RFP Solicitation's process, or requirement.

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.

6.3. Proposal Submission Deadline

A proposal should be submitted by email to contracting@cleanpoweralliance.org by 4:00 pm on April 23, 2026. Please include "PROPOSAL FOR MULTIFAMILY EFFICIENT COOLING PROGRAM" 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.

6.4. Proposal Evaluation Criteria

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

Proposal Evaluation Criteria		
Proposal Evaluation Criteria	**Proposal Criteria Weight**	**Final Score Weight**
Proposer's qualifications and experience, including references (*see* Section 3).	40%	50%*
Proposer's ability to provide the Contemplated Scope of Services identified in **Attachment A**.	40%	
Proposer's Pricing (*see* Section 5)	20%	
The Proposal Evaluation Criteria scoring will determine which Proposers are selected for interviews, if interviews are conducted.		
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

Interview Evaluation Criteria (If Applicable)		
Interview Evaluation Criteria	**Interview Criteria Weight**	**Final Score Weight**
Proposer's qualifications and experience (*see* Section 3).	40%	50%*
Proposer's ability to provide the Contemplated Scope of Services identified in **Attachment A**.	60%	
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

6.5. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified in Section 6.4 above. CPA may select one particular Proposer or select a combination of Proposers (with or without interviews); or at CPA's sole discretion, 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 qualifications, experience, ability to provide required 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, at its sole discretion, to request a 'best and final offer' ("BAFO") after it evaluates the proposals and to re-evaluate or re-score based on the BAFO or interviews (if any).

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References will be contacted during 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, or cancel all or part the RFP. 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.

6.6. Protest Process

Any Proposer who wishes to submit a written protest must notify CPA by no later than June 16, 2026, by no later than 5:00 p.m. (Pacific Time) of its intent to protest the award. The notice of intent to protest must be e-mailed to contracting@cleanpoweralliance.org. Any failure to submit an intent to protest constitutes a waiver of Proposer's right to submit a written protest.

If a notice of intent to protest has been timely submitted, then a full and complete written protest must be submitted by no later than 9:00 a.m. (Pacific Time) on June 19, 2026, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The written protest must be e-mailed to contracting@cleanpoweralliance.org.

If CPA's Board of Directors ("Board") is the final approval authority for any contract(s) awarded from this RFP, you may also give a public comment when the item is scheduled before the Board. If you want to give a public comment, please contact CPA's Board Clerk prior to the meeting at clerk@cleanpoweralliance.org.

7. PROPOSAL REQUIREMENTS

7.1. Proposals shall include the following components:

7.1.1. Proposer's qualifications and experience with the elements specified in Section 3 (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.

7.1.2. 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:

7.1.2.1. 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.

7.1.2.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.

7.1.2.3. Proposer must provide its pricing proposal, including the information required in Section 5, "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.

7.1.2.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.

7.1.3. Proposer's completed pricing matrix as set forth in Section 5.5.

7.1.4. Proposer's completed Prospective Contractor References Form. *See* **Attachment B**.

7.1.5. Any required changes to CPA's Pro Forma Contract or Data Protection Requirements. *See* **Attachments C and D.**

7.1.6. Proposer's completed Campaign Contribution Form. *See* **Attachment E**.

8. 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 may issue an addendum, at any time, and based on its sole discretion. 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.

9. 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”). Any responses submitted in response to this RFP 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" in submitting its proposal to CPA. CPA retains and therefore, reserves the right to determine whether the marked areas or documents are subject to an exemption within the CPRA and may, at its sole discretion, disclose records without redaction. **CPA shall not, in any way, be liable 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 documents, information, books, workpapers, contents and/or other submitted marked as "Confidential", "Trade Secrets", or "Proprietary" and CPA is required to release Confidential Information, it shall notify the Proposer of the required disclosure, such that the Proposer may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and/or to prevent such information from being disclosed or otherwise becoming part of

the public domain. By submitting a proposal, Proposer agrees to defend, hold harmless, and indemnify CPA, its directors, officers, employees, and agents from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection a Proposer's actions to treat its information in a confidential manner.

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.

CPA does not intend to disclose any part of any proposal before it completes its contract negotiations with the recommended Proposer, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation or contract negotiation process.

10. 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/public-documents/administrative-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 jhawley@cleanpoweralliance.org.

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Sample Contract

Attachment D – Data Protection Requirements

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 property owner outreach and engagement, technical assistance, and rebate administration services to implement the Multifamily Efficient Cooling Program (the "Program"). The Program will provide outreach and engagement, technical assistance, and rebates to owners of multifamily properties within CPA's service territory to support their purchase and installation of efficient cooling equipment such as efficient air conditioners ("AC") or room heat pumps. Multifamily properties are defined as attached properties of two (2) or more units. While not the primary focus of the Program, the selected Proposer(s) will also offer customer support and rebate administration for tenants of multifamily properties who are interested in purchasing and installing the equipment themselves. The services shall include, but are not limited to, the following:

Task #1: Program Set Up and Plan Development

The selected Proposer(s) will collaborate with CPA staff to finalize the Program structure, develop detailed implementation and outreach plans, configure a customer relationship management ("CRM") platform, and complete other activities necessary to launch the Program.

1. Program kick-off meeting. Lead a program kick-off meeting with key CPA staff to prepare for the implementation of the Program. Provide meeting notes with a summary of key items discussed and any decisions made. During the kick-off meeting:
    1.1. Provide a review of the scope of work, program objectives, and budget.
    1.2. Identify key milestones, timelines, and dependencies in the launch process.
    1.3. Review roles and responsibilities of key staff.
2. Develop an implementation plan detailing key elements of the Program design and how key elements of the Program will operate. The implementation plan should include the following elements:
    2.1. Participant eligibility. Detailed customer and property owner eligibility requirements and process for verification against those criteria. Participants can be either property owners or managers of multifamily properties receiving CPA service or tenants of multifamily properties that are CPA customers, who participate in the Program through technical assistance or rebates, and must meet these requirements at a minimum to be eligible:
        2.1.1. Property receiving technical assistance must have an active CPA account.
        2.1.2. Property and/or tenant applying for a rebate must have an active CPA account.
        2.1.3. Property must be two (2) or more attached housing units.

2.1.4. Properties may be eligible for "equity incentives" if they meet at least one (1) of the following requirements:

2.1.4.1. At least two-thirds (2/3) of the property's tenants must be enrolled in California Alternate Rates for Energy ("CARE") and/or Family Electric Rate Assistance ("FERA").

2.1.4.2. At least two-thirds (2/3) of units in a multifamily property are designated as Deed-Restricted Affordable Housing.

2.2. Technical assistance. Define the process for offering virtual and in-person technical assistance, which must include an explanation of how the selected Proposer will obtain approval to access any property, and detail the elements that will be evaluated and contained in the property owner report. This includes:

2.2.1. Technical assistance process.

2.2.2. Technical assistance property owner report template.

2.2.3. The form of a Participation Agreement to be executed by the selected Proposer and participant that is receiving technical assistance, which must be approved by CPA in writing prior to commencement of any technical assistance work.

2.3. Participant support. Detail process for a potential participant to express interest in the Program.

2.3.1. Interest form available through a webform or other CPA-approved methods.

2.3.2. Program participant support contact information including email, phone, or other CPA approved methods.

2.3.3. Approach for providing support in English, Spanish, and Simplified Chinese, at a minimum.

2.3.4. Hours of operation (8:30am-5:30pm Monday-Friday Pacific Time at a minimum).

2.3.5. Define service level metrics and guaranteed response period (one (1) business days maximum).

2.4. Rebate administration. Document the process for validating, issuing and tracking incentive payments to participants.

2.5. Rebate structure. Detail final measures, requirements, and rebate levels.

2.5.1. CPA will determine rebate levels for the Program in its sole discretion, with consultation from the selected Proposer.

2.6. Process for verifying participant, developed with CPA based on existing processes, and measuring eligibility.

3. Outreach plan. Develop a detailed plan to perform outreach to enroll new participants and to provide on-going engagement of participants to drive enrollment in the Program.

3.1. The outreach plan shall include a comprehensive roadmap of how outreach to at least 120 multifamily property owners during each 12 month period of the Term will be completed. The outreach plan must, at a minimum, include:

3.1.1. Property owner and manager outreach. Strategies to engage property owners and managers including other key stakeholders such as associations, contractors, or local governments.

3.1.2. Targeted recruitment. Approach to recruiting multifamily units within smaller multifamily properties (two (2) to ten (10) units), "mom and pop" property owners, and buildings without existing air conditioning.

3.1.3. Onboarding. Approach to onboarding participants, handling requests and providing on-going engagement and support.

3.1.4. Accessibility. Detailed plan for offering outreach and engagement in English, Spanish, and Simplified Chinese. Offer solutions for different levels of technology acumen and communication preferences.

3.2. Develop the outreach plan under the guidance of CPA's Programs and Marketing & Communications teams.

3.2.1. External materials made for outreach must consider review timelines with CPA.

3.2.2. All outreach materials must adhere to CPA's brand guidelines.

3.2.3. No outreach materials can be used externally until they receive written approval from CPA.

4. CRM system. Set up and configure a CRM system to manage and track all stages of the Program. The CRM system must be cloud-based and not hosted on CPA infrastructure. The CRM will have the ability for CPA to view participant information directly, or as agreed upon with CPA staff. The CRM will document outreach and participant conversion, participant engagement, complaints, inquires, and rebates requested and issued. The CRM will also document the Program budget and progress towards key metrics. The CRM will ensure compliance with CPA's record retention requirements. The CRM will include the following data at a minimum:

4.1. List of metrics and key performance indicators ("KPIs") to be tracked, as approved by CPA.

4.2. Detailed budget and anticipated monthly spend.

4.3. Participant name and contact information (email, phone number, address).

4.4. Participant Southern California Edison ("SCE") account number.

4.5. Participant equity incentive eligibility status.

4.6. Participant property details, such as the quantity of housing units at the property, property configuration, and existing cooling equipment.

4.7. Scope of work property is interested in installing,

4.8. Key milestones and duration of project development and installation activities.

4.8.1. Date of engagement (when was the participant first contacted).

        4.8.2. Date of assessment (if the participant pursues technical assistance through the Program).
        4.8.3. Date of enrollment (when the participant first reserved funding from the Program).
        4.8.4. Expected completion date.
        4.8.5. Installation completion date.
        4.8.6. Rebate milestones, such as reserved amount of rebate and the date the rebate was issued.
    4.9. Equipment type installed, including installer, costs, and other funding sources utilized.
5. Launch templates. Creation of templates needed for program launch and operation, including but not limited to:
    5.1. Customer outreach and engagement materials, as described in Task #3.
    5.2. Terms and conditions and/or any other required documents necessary to enable participant enrollment
    5.3. Program reporting dashboards and/or reporting template.

Task #1 Anticipated Deliverables:

1. Completion of program kick-off meeting and notes.
2. Implementation plan approved by CPA.
3. Outreach plan approved by CPA.
4. Completed CRM system.
5. Launch templates.

Timeline for Task #1:

1. Program kick-off meeting within two (2) weeks of contract execution. Notes within one (1) business day of the kick-off meeting.
2. First draft implementation plan within thirty (30) days of contract execution.
3. Final draft implementation plan within fifteen (15) days of receiving feedback from CPA staff.
4. First draft outreach plan within thirty (30) days of contract execution.
5. Final draft outreach plan within fifteen (15) days of receiving feedback from CPA.
6. CRM system implementation completed within sixty (60) days of contract execution.
7. Launch templates within fifteen (15) days of implementation plan finalization.

Task #2: Program Launch and Implementation

The selected Proposer will launch the Program in coordination with CPA staff based upon the agreed upon implementation and outreach plans created in Task #1. The implementation plan shall be executed and all aspects of Program implementation shall be managed under the direction and oversight of CPA staff. During the implementation of the Program, participant information shall be recorded through the CRM system and reported on a cadence agreed upon with CPA staff.

1. On-going Program implementation. Execute Program delivery as documented in the implementation plan and manage required activities under the direction and oversight of CPA. Any changes in program implementation approaches must be approved by CPA in writing. This includes the following items, with additional details provided in their respective sections:
    1.1. Perform prospective participant outreach and engagement. (Task #3 Section 1).
    1.2. Host Program email and phone contact methods and respond to inquiries. (Task #3 Section 1).
    1.3. Provide technical assistance (Task #4 Section 2).
    1.4. Manage rebate portal and administer rebate verification and payments. (Task #5 Section 1).
    1.5. Maintain CRM system and provide required reporting (Task #2 Section 2).
2. Manage CRM system. Maintain the CRM system to collect relevant project data to implement the Program.
    2.1. New participants' property information should be updated within one (1) business day of initial contact with the Program.
    2.2. CPA will be provided access to the CRM system.
    2.3. The CPA team will be informed of project data through weekly progress meetings. The following information will be tracked and reported within the CRM system:
        2.3.1. Key milestones and duration of project development and installation activities.
        2.3.2. Equipment installed, installer costs, and any other funding sources utilized.
        2.3.3. Amount of rebate funds reserved and rebate paid to participants.
3. Program meetings. Organize and host meetings to facilitate successful Program operations, including:
    3.1. Weekly progress meetings. Set up weekly check-in meetings on a recurring schedule throughout the period of performance.
        3.1.1. Work with CPA to determine the agenda of weekly check-in calls at minimum one (1) day prior to the meeting.
        3.1.2. Issue meeting minutes within one (1) business day of the meeting, which will summarize the discussion, actions items, and any decisions made during the meeting.
        3.1.3. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting, including the following status updates:
            3.1.3.1. Status summary, including project progress, timelines for deliverables, challenges encountered, recommendations for improvement, and future short-term and long-term objectives.

3.1.3.2. Enrollment summary, which includes total enrollments, new enrollments, pending enrollments, unsuccessful enrollments, and Participants who have opted out of the program.

3.1.3.3. Participation summary, reporting on the frequency of participation amongst participants in the program. This may include the average number of calls or emails the program receives weekly, daily, etc.

3.1.4. Annual review meeting. Host an annual review meeting with CPA to review annual performance and discuss strategies for improvement.

3.1.4.1. Work with CPA' to determine the agenda of the annual review meeting at minimum one (1) week prior to the meeting.

3.1.4.2. Issue meeting minutes within one (1) business day of the meeting, summarizing the discussion, actions items, and any decisions made during the meeting.

3.2. Program reporting. Provide on-going reporting to CPA. All reporting will be shared using CPA's external SharePoint, or other secure method approved by CPA. Data extracts of underlying data will be provided in an agreed upon format upon request to support CPA reporting and data collection efforts. This will include:

3.2.1. Weekly participant enrollment status reporting. Provide CPA with a detailed report or access to a shared system of Participant enrollment status each week. This report will contain the following:

3.2.1.1. Participant information, including name, participant type (property owner or tenant), SCE account number, service address, email address, and phone number.

3.2.1.2. Participant property information, including unit count of property, whether property needs technical assistance, number of heat pumps or ACs being installed, type of heat pump or AC installed, and make and model of heat pump or AC installed.

3.2.1.3. Rebate information, including amount of rebate available, application status, and information of whether the property is utilizing other rebate or funding sources for the project.

3.2.2. Annual report.

3.2.2.1. Provide a high-level report to review progress that includes an executive summary, major accomplishments to date, lessons learned and recommendations for future work, summary of key metrics, and financial summary comparing actual expenditures to the Project budget.

3.2.2.2. Reports will be submitted to CPA for approval before being finalized. The annual report should include KPIs developed as part of Task #1 and additional elements developed over time or directed by CPA.

3.2.2.3. Annual reports will evaluate program performance and suggest methods for reaching and enrolling more participants.

4. Distributor and retailer coordination. Provide participants with guidance and resources to find products that meet the Program's requirements, including:
    4.1. List of retailers and distributors that sell eligible equipment. This list should be updated at least quarterly.
    4.2. Collaborate with retailers and distributors to encourage stocking of eligible equipment in stores in CPA's service territory.
    4.3. Track and coordinate with applicable statewide efforts to promote eligible products, such as the California Market Transformation Administrator.

<u>Task #2 Anticipated Deliverables</u>:

1. Completion of Program implementation and delivery activities.
2. Management of the CRM system.
3. Weekly meetings and notes.
4. Weekly reports.
5. Annual reports.
6. Ongoing maintenance of the distributor and retailer list.

<u>Timeline for Task #2</u>:

1. Retailer and distributor list provided quarterly.
2. Weekly progress meetings conducted throughout the term of the Program.
3. Annual meeting to be held one (1) year after contract execution, and annually after that.
4. Annual report to be held one (1) year after contract execution, and annually after that.

Task #3: Program Outreach and Engagement

The selected Proposer(s) will complete the following outreach activities to engage potential participants in the Program and support their ongoing engagement. Education and outreach should be provided, at a minimum, in English, Spanish, and simplified Chinese. Activities should follow the outreach plan and all materials must be approved in advance by CPA.

1. Property manager and owner outreach. Utilize existing relationships and databases of prospective participants to undertake proactive outreach. This should include, but is not limited to:
    1.1. Leveraging relationships where possible, such as through cobranding, collaborating campaigns, joint promotions, and shared marketing assets that can amplify reach and impact to multifamily property owners or contractors focused on multifamily properties.
    1.2. Engaging prospective participants both in-person or virtually using culturally and linguistically appropriate approaches designed to reflect the communities served with the intent to onboard them into the Program, supporting

participants who need technical assistance and those that seek only rebates. Engagement may include:

1.2.1. Attending local community events associated with multifamily properties or extreme heat.
1.2.2. Providing presentations to associations, property managers, owners, and other potential participants to educate them about the Program and its benefits.
1.2.3. Outreach to multifamily properties through phone or email.
1.2.4. Collaboration with local organizations that support tenants with cooling access.

1.3. Work with CPA to develop targeting criteria and outreach materials. CPA will assist in distributing materials through its available outreach channels based on the agreed-upon targeting criteria.

2. Participant support.
   2.1. Provide a trained and knowledgeable point of contact ("POC") to support inquiries with a response time of one (1) business day or less via a dedicated email address or phone number. The POC should be able to provide support and answer questions in English, Spanish and simplified Chinese. All engagements should be tracked and summarized in the CRM.
   2.2. Provide a list of potential questions expected to be received by the POC and draft planned responses, to be reviewed and revised by CPA staff. This is to ensure alignment with CPA on the general approach to questions that are likely to be received.
   2.3. Individual tenant support for prospective participants who are interested in rebates for efficient cooling measures but are not the owner or manager of the property.
3. Maintain awareness and coordinate with other multifamily-focused offerings applicable to Program participants. This includes other programs that potential participants can use to support their project and other multifamily programs at CPA.
   3.1. Maintain a list of existing cooling programs that are relevant to the multifamily sector to share the opportunities with prospective participants where appropriate. Be prepared to answer questions about the relative pros and cons of different programs and make recommendations based on the prospective participant's needs. Update this list quarterly.
   3.2. CPA may have other multifamily-focused offerings. The selected Proposer(s) will maintain awareness of CPA's active multifamily programs and coordinate cross-promotions and participant hand-offs with CPA staff and other vendors as needed. This can include funneling projects to the other program(s) as appropriate, working with CPA staff to coordinate work at a property that is participating in both programs, and coordinating with CPA on internal programs from program launch throughout the duration of the Program.

<u>Task #3 Anticipated Deliverables</u>:

1. Program outreach summaries incorporated into weekly progress meetings.
2. POC provided.
3. List of existing multifamily programs.

Timeline for Task #3:

1. Program outreach summaries will be delivered in the weekly progress meetings beginning after completion of Program setup and Program launch and implementation (Tasks #1 & #2).
2. POC will be made available at Program launch and continue through the duration of the Program.
3. Updates of existing multifamily programs list provided quarterly.

Task #4: Technical Assistance

The selected Proposer(s) shall receive and evaluate applications for technical assistance and provide technical assistance that supports participants in evaluating what type of cooling equipment would function best for their property type. This should include relevant recommendations for other upgrades to support the property's cooling needs. Technical assistance will only be available to property owners or managers, not individual tenants. Technical assistance deliverable templates will undergo a review and be approved by CPA staff prior to delivery to participants.

1. Enrollment in technical assistance. Receive, review and manage all requests for technical assistance in accordance with the process set forth in the implementation plan (Task #1 Section 2).
    - 1.1. Evaluate the eligibility of the participant to ensure they meet all programmatic requirements as defined in the implementation plan. This will be done by:
        - 1.1.1. Validate CPA account. Coordinate with CPA staff to confirm the participant has a valid CPA account using CPA-approved methods as described in Task #5.
        - 1.1.2. Determine if the participant's site is eligible for technical assistance (participant must be property owner or manager).
    - 1.2. Perform an assessment of participant preference in cooling equipment, a high-level assessment of major roadblocks to installation, and any other processes as described in the Program implementation plan (Task #1 Section 2)
    - 1.3. Track technical assistance eligibility status in the CRM and communicate with the participant the status of their request within one (1) business day after submission.
2. Virtual or in-person technical assistance. Schedule a virtual or in-person technical assistance session with the participant, within one (1) week of confirming eligibility.

2.1. Before any technical assistance is provided, the Proposer is responsible for obtaining permission for access to the property.
2.2. Perform site assessment either virtually or in person as desired by participant. This will assess, as a minimum, the existing cooling equipment, available capacity, existing envelope conditions (e.g., window R-factor, window sealant, weather stripping, etc.) and general feasibility of installing cooling based on building configuration and electric panel capacity.
2.3. Site assessment report will be produced after the site assessment and provided to the participant within three (3) business days. Offer to review the information during a phone call if desired by the participant. Site assessment report will contain:
    2.3.1. Status of the participant's building envelope; windows, insulation and potential air leakage that was detected during site assessment.
    2.3.2. Status of the existing cooling equipment.
    2.3.3. Total cubic volume of space of property that can be conditioned.
    2.3.4. Resources that the participant may use to find equipment that will meet the participant's needs.
    2.3.5. Recommendations for other upgrades (example: insulation, weatherstripping, etc.) and resources to applicable programs that can provide rebates or incentives for the participant.

3. Participant support once enrolled in technical assistance. This includes:
    3.1. Provide an assigned point of contact for each participant, with a turnaround time of one (1) business day or less for all questions. This point of contact will provide all communications and deliverables to the assigned participant on behalf of the Program.
    3.2. Coordination meetings with the participants, at a frequency appropriate for the project and level of technical assistance, as agreed upon with participant. During coordination meetings with participants.
    3.3. Provide participants with guidance on how to reserve funding through the program and provide optional review of equipment before participant purchase and install.

<u>Task #4 Anticipated Deliverables</u>:

1. Participant enrollment in technical assistance.
2. Virtual or in person site assessments.
3. Site assessment report.
4. Ongoing participant support.

<u>Timeline for Task #4</u>:

1. Participant enrollment within (1) business day of receiving complete enrollment information.
2. Site assessment scheduled within one (1) week of enrollment.

3. Site assessment report provided within three (3) business days of completion of the site assessment.

Task #5: Rebate Administration

The selected Proposer(s) will receive rebate applications via an online application portal, validate participants and measure eligibility, and issue rebates on behalf of CPA.

1. Develop and maintain a web-based application portal.
    1.1. Application portal will align with CPA branding and will be reviewed and approved by CPA before going live.
    1.2. Make commercially reasonable efforts to follow CPA staff recommendations on user interface and process flow or suggest alternatives to address CPA recommendations in order to enable a streamlined participant experience.
    1.3. Portal is to be available in English, Spanish and Simplified Chinese.
    1.4. There should be submission pathways for property owners and managers to submit applications for an entire building or property and a direct application for a singular tenant to apply for the rebate for efficient room AC or room heat pump.
    1.5. Participant support, as detailed in Task #3.3, will be available via email or phone to troubleshoot participant issues, questions, and complaints.
2. Evaluate and manage rebate applications from participants, including those who did not participate in technical assistance.
    2.1. Verify the eligibility of the applicant to ensure that the participant meets all programmatic requirements as defined in the Implementation Plan (Task #1.2).
        2.1.1. Screen for active CPA account using CPA approved method such as an application programming interface ("API") to check participant status, according to the process set forth in the implementation plan (Task #1.2).
    2.2. Verify measures are eligible and that the equipment has been purchased and installed.
    2.3. Verify measure costs and ensure rebate value does not exceed costs.
    2.4. Track application status in the tracker and inform CPA of issues as they arise. Rebate application summaries and key updates to be provided in the weekly coordination meetings (Task #2.2).
3. Issue rebates on behalf of CPA to eligible and approved applicants.
    3.1. Develop and implement process for issuing rebates (which shall be subject to CPA's written approval), using internal capabilities to send rebate payments to eligible participants, either by electronic transfer or check.
    3.2. Collect all necessary information from approved payees in order to process rebate payments.
    3.3. Communicate with participants regarding the status of their rebate application, and work to resolve issues that arise.

3.4. Proposer shall disburse participant payments to eligible CPA customers by drawing down on the Prepaid Balance as applications are approved for payment.
3.5. Track the issued payment and verify that payment has been accepted by the applicant.
3.6. Manage and resolve any participant questions regarding the rebate issuance.
3.7. Provide a reconciliation report to CPA that details rebate payments made to CPA customers, including erroneous payments.

Task #5 Anticipated Deliverables:

1. Tracker with status of rebate applications and shared summaries at weekly coordination meetings.
2. Management of Prepaid Balance.
3. Rebate payments sent to eligible participants, along with providing support for participant questions.
4. Monthly rebate reconciliation report.

Timeline for Task #5:

1. Applications will be evaluated by as they are received, with a determination of eligibility, notice of approval, request for additional information, or rejection made within two (2) business days.
2. Execution of application portal within 120 calendar days of contract execution.
3. CPA will fund the Prepaid Balance prior to the Program launch.
4. Rebate payments must be sent out within two (2) business days of application approval.

Task #6: Program Ramp Down

Prior to the expiration of the Program term or termination of the contract, and continuing until such time as the transition services are complete, the selected Proposer(s) shall perform the following transition services:

1. Transition services.
   1.1. Develop and deliver a transition plan ninety (90) days prior to expiration of the Program term of termination of the contract.
   1.2. Transfer all CPA product(s) in a form usable by CPA or the new implementation provider with the exception of any customer data not permitted to be transferred to CPA under applicable law and regulation.
   1.3. If needed, release all registered CPA customers for transition to new implementation provider.
   1.4. Support transition, as may be reasonably directed by CPA, to new implementation provider, if applicable.
   1.5. Cooperate in a commercially reasonable manner with all parties involved in transition.

1.6. CPA shall not be responsible for the removal of any installed equipment.
1.7. CPA will hold back 5% of implementation funds until ninety (90) days after the Program completion date.

2. Final report.
    2.1. Provide a final report at the close of the Program term for public distribution, subject to review and approval by CPA. The report format will include an executive summary, challenges encountered, lessons learned, best practices of post installation rebate programs, summary of total Program cost, financial reconciliation of the Program and impact and key performance indicators utilized in annual reports.

<u>Task #6 Anticipated Deliverables</u>:

1. Completion of transition services as set forth above.
2. Final report to assess the results of the program.

<u>Timeline for Task #6</u>:

1. Transition services to begin ninety (90) days prior to the expiration of the Program term or termination of the contract and continue until such time as the transition services are complete.
2. Final report to be delivered no later than thirty (30) days prior to the end of the Program term.

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

ATTACHMENT C

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 Services Agreement (this "Agreement"), dated and effective as of [DATE] (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 property owner outreach and engagement, technical assistance, and rebate administration services to implement CPA's Multifamily Efficient Cooling Program;

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 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. "Artificial Intelligence" means any system or tool that autonomously processes data and/or generates predictions, algorithms, code, recommendations, decisions, textual materials, audiovisual material, or other expressive material, with minimal human intervention, and where the system's behavior may evolve based on new inputs.

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

c. “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.

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

e. “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.

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

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

2. <u>Exhibits and Attachments</u>

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] [Reserved]
Exhibit C – Compensation
Exhibit D – [Data Protection Requirements] [Reserved]

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. <u>Services to be Performed by Contractor</u>

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. <u>Compensation</u>

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 on a [time and materials, not-to-exceed, or fixed fee] basis 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 three (3) years 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 (2) additional 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. 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.

d. 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.

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 CPA 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 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.

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 10.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: (I) 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. Contractor 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, violation of intellectual property rights, 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

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

15. Use of Artificial Intelligence

a. Contractor must not use or input any confidential, proprietary, or otherwise sensitive financial, human resources, customer, power procurement, or any other CPA data in any Artificial Intelligence technology.

b. Contractor shall disclose in writing to CPA any use of Artificial Intelligence technology to generate or produce any deliverables and/or perform Services under this Agreement ("Generative AI"), including the name of Artificial Intelligence products used, when such Artificial Intelligence is used, and the deliverables and Services provided by Contractor that utilized Generative AI. Such disclosure must be provided prior to delivery to CPA of any deliverable that utilized Generative AI to produce.

c. Contactor represents and warrants that it has the necessary rights and licenses to use any Generative AI.

d. Contactor represents and warrants that it has full power and authority to grant to CPA any rights or licenses related to Contractor's use of Generative AI.

e. Contactor represents and warrants that its usage of Artificial Intelligence, production of deliverables, and performance of any Services will not misappropriate, violate, or infringe any third-party intellectual property rights.

16. 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.

17. <u>Work Product.</u>

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.

18. <u>Notices</u>

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; <u>and</u> (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) 376-4850
Email: tbardacke@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: [Name, Title]

Address: [Address]

Telephone: [Phone]

Email: [Email]

19. <u>Assignment</u>

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.

20. <u>Subcontracting</u>

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.

21. 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.

22. 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. 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.

23. 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.

24. 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.

25. <u>Amendments</u>

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.

26. <u>Severability</u>

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.

27. <u>Complete Agreement</u>

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.

28. <u>Counterparts</u>

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.

[Signature Block]

ATTACHMENT D

SAMPLE DATA PROTECTION REQUIREMENTS

To the extent applicable, Contractor shall comply with the following additional data protection requirements:

1. Contractor represents and warrants that Contractor will perform the Services in accordance with CPA's risk management policies and protocols, including but not limited to, policies and protocols relating to energy risk management and customer data and privacy, as those policies and protocols may be amended by CPA from time to time. A link to the policies is available at:

   https://cleanpoweralliance.org/public-documents/administrative-documents/

   Contractor shall execute any required acknowledgements of such policies and protocols as those policies and protocols are amended from time to time.

2. Contractor represents and warrants that Contractor shall comply with the requirements of California Public Utilities Commission Decision D.12-08-045 Attachment B (Rules Regarding Privacy and Security Protections for Energy Usage Data Applicable to Community Choice Aggregators or Electrical Service Providers), available at:

   https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M026/K531/26531585.PDF

ATTACHMENT E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Government Code Section 84308

In accordance with California law, bidders and contracting parties who wish to do business with CPA are required to disclose, at the time a proposal to a Request for Offer ("RFO") or Request for Proposal ("RFP") 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 "participant," parent, subsidiary, paid "agent," or otherwise related business entity, as defined below, including anyone who the party retains to lobby, testify, or otherwise influence a proceeding), the amount of the contribution, and the date the contribution was made. *See,* 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 $500 while their contract is pending before the CPA Board. "Agent" is defined in 2 C.C.R. § 18438.3. A "participant" is defined in 2 C.C.R. § 18438.4.

For purposes of reaching the $500 limit, the campaign contributions of the bidder or contractor plus contributions by its "participants", and "agents" of the proposer, contractor or bidder are added together during a 12-month period. You must review 2 C.C.R. §18438.5 in order to determine who and how contributions are aggregated.

In addition, a party must disclose the names of any person related to the party has made a contribution to any CPA Directors within the preceding 12 months, including the amount of the contribution and the names of the contributors. A party has a continuing obligation to disclose any contributions made during the pendency of the RFO, RFP, or Task Order Solicitation. A party must disclose such contribution no later than 30 days of making a contribution to a CPA Director or at the time the party first appears before CPA's Board, whichever is earliest. 2 C.C.R. §18438.8(b). A CPA Director must also disclose and 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 $500 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c); 2 C.C.R. §18438.8(a).

The names of the Regular and Alternate Directors and their member agency are attached hereto as Attachment 1.

* * * * * *

Every bidder or contractor must disclose as follows:

<u>Section 1</u>

a. Bidder/Contractor (Legal Name) ("Declarant Company") and any variations or acronyms used in the past 12 months: ____.

b. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a CPA Board member, regardless of whether you or Declarant Company have actually made a contribution

____

____

c. List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities:

____

____

____

d. Identify all subcontractors that have been or will be named in your bid or proposal:

____

____

e. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any contract, project, or other transaction.

____

____

*Attach additional pages, if necessary

Section 2

a. Has Contractor or Bidder (identified in Section I) solicited or directed your employee(s) or agent(s) to make a campaign contribution(s), whether through fundraising events, communications, or any other means, totaling $500 or more in the aggregate to a Director of CPA’s Board in the 12 months preceding the date of execution of this disclosure? To determine whether a contribution of more than $500 has been made by a party or participant during a 12-month period, contributions by a party, participant, agent, or an individual must be aggregated. 2 C.C.R. §18438.5

Yes ☐

No ☐

If YES, then please provide details of each in the table below.

Recipient Name	Amount of Contribution	Date of Contribution

Section 3

b. Disclose all contributions made by you or any of the other entities identified in Section 1?

Recipient Name	Amount of Contribution	Date of Contribution

Section 4

I, ______________________ (Authorized Representative), on behalf of ______________________________ (Declarant Company), at which I am employed as ___________________________ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing or award of a requested contract, or other transaction.

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

Member Agency	Regular Directors	Title
1. Agoura Hills	Deborah Klein Lopez	Councilmember
2. Alhambra	Jeff Maloney	Councilmember
3. Arcadia	Paul Cheng	Councilmember
4. Beverly Hills	Lester Friedman	Councilmember
5. Calabasas	Ed Albrecht	Councilmember
6. Camarillo	Susan Santangelo	Councilmember
7. Carson	Cedric Hicks	Councilmember
8. Claremont	Corey Calaycay	Councilmember
9. Culver City	Yasmine Imani-McMorrin	Councilmember
10. Downey	Horacio Ortiz	Councilmember
11. Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
12. Hawthorne	Alex Monteiro	Councilmember
13. Hermosa Beach	Ray Jackson	Councilmember
14. La Cañada Flintridge	Stephanie Fossan	Councilmember
15. Los Angeles County	Lindsey Horvath	Supervisor, 3rd District
16. Lynwood	Juan Munoz-Guevara	Councilmember
17. Malibu	Marianne Riggins	Councilmember
18. Manhattan Beach	David Lesser	Councilmember
19. Monrovia	Edward Belden	Councilmember
20. Moorpark	Chris Barrett	Councilmember
21. Ojai	Rachel Lang	Councilmember
22. Oxnard	Bert Perello	Councilmember
23. Paramount	Vilma Cuellar Stallings	Councilmember
24. Port Hueneme	Laura Hernandez	Councilmember
25. Redondo Beach	Paige Kaluderovic	Councilmember
26. Rolling Hills Estates	Debby Stegura	Councilmember
27. Santa Monica	Caroline Torosis	Councilmember
28. Santa Paula	Jenny Crosswhite	Councilmember
29. Sierra Madre	Robert Parkhurst	Councilmember
30. Simi Valley	Rocky Rhodes	Councilmember
31. South Pasadena	Omari Ferguson	Councilmember
32. Temple City	Ed Chen	Councilmember
33. Thousand Oaks	David Newman	Councilmember
34. City of Ventura	Alex Mangone	Councilmember
35. Ventura County	Vianey Lopez	Supervisor, 5th District
36. West Hollywood	John Erickson	Councilmember
37. Westlake Village	Ray Pearl	Councilmember
38. Whittier	Mary Ann Pacheco	Councilmember

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
1. Agoura Hills	VACANT	
2. Alhambra	Noya Wang	Councilmember
3. Arcadia	Michael Cao	Councilmember
4. Beverly Hills	VACANT	
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Bubba Fish	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. La Cañada Flintridge	Daniel Jordan	City Manager
15. Los Angeles County	VACANT	
16. Lynwood	Gabriela Camacho	Councilmember
17. Malibu	Steve Uhring	Councilmember
18. Manhattan Beach	Nina Tarnay	Councilmember
19. Monrovia	VACANT	
20. Moorpark	Renee Delgado	Councilmember
21. Ojai	Andrew Whitman	Councilmember
22. Oxnard	VACANT	
23. Paramount	VACANT	Councilmember
24. Port Hueneme	Todd Lowenstein	Councilmember
25. Redondo Beach	Chadwick Castle	Councilmember
26. Rolling Hills Estates	VACANT	Councilmember
27. Santa Monica	VACANT	
28. Santa Paula	VACANT	
29. Sierra Madre	VACANT	
30. Simi Valley	VACANT	
31. South Pasadena	VACANT	
32. Temple City	William Man	Councilmember
33. Thousand Oaks	C. Tie Gutierrez	Councilmember
34. City of Ventura	VACANT	
35. Ventura County	Janice Parvin	Supervisor, 4th District
36. West Hollywood	Chelsea Byers	Councilmember
37. Westlake Village	Sue McSweeney	Councilmember
38. Whittier	Octavio Martinez	Councilmember