REQUEST FOR PROPOSALS (RFP)

FOR

INSTANT AC 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 a full range of program development and implementation, customer outreach and engagement, and coupon administration services to implement CPA's Instant Air Conditioner 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 for owners and renters of single-family homes (houses and apartments), particularly for low-income customers, defined as customers on California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) rate assistance programs (collectively, "Participant"). In order to install small, plug-in decentralized efficient cooling options, a Participant must be able to review the available units, determine the best options for their home, have the technical knowledge to assess their specifications, possess the funds to purchase, and have the physical ability to install the best solution. Upfront costs to purchase efficient equipment are seen as the primary barrier to adopting efficient cooling. CPA is seeking a Proposer to provide point-of-sale discounts, or coupons, to eligible Participants to reduce the upfront purchase cost of the equipment.

This Program is seeking an experienced Proposer(s) to provide program implementation services to support the purchase of plug-in efficient cooling options by Participants. In order to meet the desired scope, CPA welcomes either a Proposer(s) who can provide the entire set of services or a team that is managed by the Proposer(s). The selected Proposer(s) will be responsible for providing a turnkey solution to screen, enroll, and support these customers through the process. This will include online resources and guidance for selecting, purchasing, and installing eligible equipment. The selected Proposer(s) will also be responsible for coupon management, including creating an application process, verifying eligibility for the customer, online resources for finding eligible equipment, simplified online and in-store purchasing options, issuing coupons for point-of-sale discounts, and tracking and reporting. Coupon levels and eligible equipment may change over time at the discretion of CPA.

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's goals include:

- Increase availability of high efficiency cooling equipment in CPA's service territory.
- Enable low-income single-family and multifamily customers, defined by CARE or FERA status, to obtain a zero cost, or near zero cost high efficiency unit.
- Focus on high efficiency and DR enabled equipment to limit grid stress and customer operational cost of increased cooling.
- Enable customers to participate in CPA demand management programs.

2.2. Program Budget and Engagement Targets

There are approximately 220,000 CPA customers on CARE or FERA rates in CPA's service territory. CPA expects to issue approximately 9,200 coupons for efficient plug-in air conditioners ("ACs") over three (3) years where the coupon value is $300. It is assumed that some Participants will receive coupons without following through to coupon redemption. It is also assumed that some Participants may receive up to two (2) coupons for eligible air conditioners.

Enrollment targets may be adjusted over time as coupon level may change, at CPA's discretion, and with input from the selected Proposer(s).

Draft Coupon Values

Measure	Specifications	Coupon Value
Efficient Plug-in AC	Energy Star Certified 5.0 or higher	$300

3. <u>QUALIFICATIONS AND EXPERIENCE</u>

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

- Proposer must have applicable qualifications and experience with implementing and managing point-of-sale incentive programs focused on heating, ventilation, and air conditioning ("HVAC") or other efficient or electrification space heating and cooling measures with residential customers.

- Proposer must have experience implementing residential programs for CCAs, investor owned electrical utilities, or municipal utilities. Experience in California preferred.
- Proposer must have experience validating and issuing point-of-sale incentives for energy efficient appliances at local or regional retailers and through online portals or platforms, including the capabilities needed to integrate application programming interfaces ("API") for customer validation.
- Proposer must have expertise and an understanding of the challenges faced by low-income households. Experience within the residential market in Southern California is preferred.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for the Program services ("Services") is contained in Attachment A ("Contemplated Scope of Services").

4.2. Term of Work

Services under this RFP are expected to commence on December 3, 2026, and continue until January 2, 2030 ("Initial Term"). At the end of the Initial Term, the Parties may renew an agreement for two (2) successive one (1) year terms for a maximum of two (2) additional years (each, a "Renewal Term", and the Initial Term combined with any Renewal Term is defined as the "Term").

5. PRICING

5.1. Proposer must (a) describe in detail the compensation structure to meet the Contemplated 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	Year 1		Year 2		Year 3		Total
	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	Fixed Fees	Incremental Costs	
Task #1: Program Set Up and Plan Development	$	$	$	$	$	$	**$**
Task #2: Program Launch and Implementation	$	$	$	$	$	$	**$**
Task #3: Customer Support and Marketing Coordination	$	$	$	$	$	$	**$**
Task #4: Coupon Administration	$	$	$	$	$	$	**$**
Task #5: Program Ramp Down	$	$	$	$	$	$	**$**
Task #6: Program Additions and Enhancements (Optional)	$	$	$	$	$	$	**$**
Total Cost	**$**	**$**	**$**	**$**	**$**	**$**	**$**

6. RFP PROCESS

6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	August 19, 2026
Deadline for Written Questions	August 25, 2026
Responses to Questions Provided	September 1, 2026
RFP Proposals Due	**September 17, 2026** (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	September 18 - October 2, 2026
Interviews (if needed)	October 5 - 23, 2026

Notice of Intent to Award Contract Provided	October 26, 2026
Contract Negotiations	October 26 - November 6, 2026
Last Day to Submit Notice of Intent to Protest	November 10, 2026
Last Day to Protest	November 13, 2026
CPA Response to Protest	November 20, 2026
Anticipated Presentation to the Board for Approval and Execution of Contract	December 3, 2026
Anticipated Commencement of Work	December 7, 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 xmanarolla@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on August 25, 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 September 1, 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 September 17, 2026. Please include "PROPOSAL FOR INSTANT AC PROGRAM SERVICES" in the email subject line.

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

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 November 10, 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 November 13, 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. <u>PROPOSAL REQUIREMENTS</u>

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 5.3.

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. <u>RESERVATION OF RIGHTS</u>

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 xmanarolla@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 is to provide a full range of program development and implementation, customer outreach and engagement, and coupon administration services to implement CPA's Instant Air Conditioner ("AC") Program (the "Program"). The Program will provide a coupon for a point-of-sale discount to participating CPA income-qualified customers on California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") rates ("Participants") to support their purchase and installation of efficient cooling equipment such as efficient air conditioners. The selected Proposer shall be responsible for providing the Program to income-qualified residents, which includes retailer or distributor engagement, a Participant interface, end-to-end Participant support, verification and issuance of incentives, and program reporting dashboards as outlined within the tasks below.

The services ("Services") shall include, but are not limited to, the following:

Task #1: Program Set Up and Plan Development

The selected Proposer will collaborate with CPA staff to develop detailed implementation and outreach plans, provide access to a customer relationship management ("CRM") platform, and complete other activities necessary to launch the Program. The selected Proposer will develop an online interface to support Participants finding eligible AC, or other units, verify eligibility, apply coupons, and have purchases fulfilled by an online or local retailer.

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 ("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 Participant eligibility requirements and process for verification against those criteria. Participants must be on a residential rate and receive CPA service, and must meet these requirements at a minimum to be eligible:
        2.1.1. Participant applying for a coupon must have an active CPA residential account.
        2.1.2. Participant must be enrolled in CARE and/or FERA.
        2.1.3. Participant may not receive more than two (2) coupons per service address or receive coupons for the same products through other CPA programs.

2.2. Participant support. Detail process for supporting CPA customers who are interested in or participating in the Program.

2.2.1. Program Participant support contact information including email, phone, or other CPA approved methods.

2.2.2. Hours of operation (8:00am-5:00pm Monday-Friday Pacific Time at a minimum).

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

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

2.3. Coupon administration. Document the process for validating, issuing, and tracking coupon payments to Participants. Document process for providing reimbursement to retailers or vendors who support Program coupons.

2.3.1. CPA will determine coupon levels for the Program in its sole discretion, with consultation from Proposer.

2.4. Eligible products for coupon. CPA will determine eligible product types and models for the Program in its sole discretion, with consultation from Proposer. Proposer will provide guidance on:

2.4.1. Necessary product types, which must include:

2.4.1.1. Window or room AC units.

2.4.2. Potential product types. Proposer will Recommend additional product types and rebate values to include as eligible equipment. Product types may include, but are not limited to:

2.4.2.1. Window heat pumps.

2.4.2.2. Portable AC units.

2.4.2.3. Portable heat pumps.

2.4.3. Recommended energy efficiency ratings such ENERGY STAR®, CEER, or other rating, to use as criteria for determining eligible products, and to help Participant select the most energy efficient models for each product type.

2.4.3.1. Eligible products should meet a minimum threshold for energy efficiency to be considered high performing, or best in class in terms of efficiency.

2.4.3.2. Energy efficiency rating should be easy to understand and enable Participants to make decisions about long-term cost savings at a glance.

2.4.4. Products should be available to Participants in CPA service territory both online and in-person.

2.5. Coupon value.

2.5.1. Proposer shall provide cost information to CPA for their proposed distribution channel for eligible equipment to inform coupon values.

2.5.2. CPA will determine the coupon value in its sole discretion, with consultation from Proposer. Potential coupon values include:

2.5.2.1. Window or room air conditioners: $300.

2.5.3. Coupon values should be an “up to” amount, enabling Participants to use coupon for eligible equipment that has a retail price lower than the value of the coupon.

2.5.4. Coupon structure should allow for flexibility if CPA elects to provide higher incentives for certain models, sizes, or categories of equipment.

2.5.5. Proposer shall only permit two (2) coupons per Participant.

2.6. Outreach strategy. Develop a strategy to support and work with CPA’s Marketing & Communications staff, who will take the lead on marketing for this Program. The outreach strategy must, at a minimum, include:

2.6.1. Coordination with CPA’s Programs and Marketing & Communications teams.

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

2.6.1.2. All outreach materials must adhere to CPA’s brand guidelines.

2.6.2. All outreach materials must be provided in English, Spanish, and Simplified Chinese, at a minimum.

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

3. CRM system. Provide access to 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 Participant conversion, Participant engagement, complaints, inquires, and coupons 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:

3.1. List of metrics and key performance indicators (“KPIs”) to be tracked, as approved by CPA.

3.2. Detailed budget and anticipated monthly spend.

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

3.4. Participant Southern California Edison (“SCE”) account number.

3.5. Participant CARE or FERA status.

3.6. Which member agency (city or unincorporated area) the Participant resides in.

3.7. Date of enrollment (when the Participant first reserved a coupon from the Program).

3.8. Completion date (when a coupon was used to purchase eligible equipment)

3.9. Purchase price of eligible equipment for each Participant.

3.10. Coupon value used for purchase.

3.11. Purchase location (store name and address) and method (in-store or online).

3.12. Equipment model installed, equipment capacities and ratings such as: square feet it covers, BTU rating, Combined Energy Efficiency Ratio (CEER), or other relevant energy efficiency ratings.

4. Launch templates. Creation of templates needed for Program launch and operation, including but not limited to:
    4.1. Participant engagement and enrollment materials, as described in Task #1, Section 2.6.
    4.2. Terms and conditions and/or any other required documents necessary to enable Participant enrollment.
    4.3. Program reporting dashboards and/or reporting templates.
    4.4. All templates must be reviewed and approved by CPA staff before use.
5. Participant interface.
    5.1. Develop a website, searchable list, online marketplace, and/or other set of resources, to help Participants choose the best eligible equipment for their needs ("Participant Interface"). Participant Interface should be able to sort eligible equipment by:
        5.1.1. Price of unit.
        5.1.2. Square footage rating.
        5.1.3. Energy efficiency rating (ENRGY STAR®, CEER, other).
        5.1.4. Make and model.
        5.1.5. Real-time inventory.
    5.2. Partner and coordinate with retailers to ensure Participant Interface lists availability of inventory of eligible products for online purchase and that are available for in-store purchase.
        5.2.1. Suggest additional search criteria that would support customer research and adoptions such as:
            5.2.1.1. Product ratings and reviews.
            5.2.1.2. Lifetime cost or cost savings due to energy efficiency.
            5.2.1.3. Rating for ease of installation.
    5.3. Provide streamlined and Participant-friendly method for Participant Interface to lead directly to partner retailers, purchase, and coupon redemption options.
        5.3.1. Participant should be able to find an eligible product and be offered options to purchase directly from Participant Interface, or with minimal clicks once make and model is selected.
    5.4. Ongoing maintenance.
        5.4.1. Provide ongoing maintenance and updates to the CPA Participant Interface as required for compliance and requested updates to the coupon value and requirements.
        5.4.2. Maintain and manage Participant Interface website analytics and tracking tools (e.g., Google Analytics and related tagging) to ensure reliable data collection and reporting.
        5.4.3. Monitor Participant Interface website performance and traffic trends, providing quarterly reporting and insights to support Program goals and inform optimization opportunities.

5.4.4. Provide ongoing Participant Interface support, including content updates, site edits, and site configuration changes as needed to ensure accuracy and functionality.

5.4.5. Serve as a Participant Interface subject matter resource for program teams, supporting ad hoc site needs, troubleshooting, and best practice recommendations throughout the Program lifecycle as requested by CPA.

5.5. Installation guide.

5.5.1. Expand an existing CPA installation guide or develop a new one and make available on the Participant Interface.

5.5.2. Installation guide should help Participants determine, at a glance, if eligible equipment is appropriate for, and will fit, their window type and size.

5.5.3. Installation guide should take into account that many Participants may live in older buildings, have old windows, and may not have experience or expertise installing eligible products.

5.5.4. Installation guide will be made available in English, Spanish, and Simplified Chinese, at a minimum.

Task #1 Anticipated Deliverables:

1. Completion of Program kick-off meeting and notes.
2. Implementation Plan approved by CPA.
3. Completed CRM system.
4. Launch templates.
5. Participant Interface.
6. Installation guide.

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. CRM system implementation completed within sixty (60) days of contract execution.
5. Launch templates within fifteen (15) days of Implementation Plan finalization.
6. Participant Interface completed within sixty (60) days of contract execution.
7. Installation guide completed within sixty (60) days of contract execution.

Task #2: Program Launch and Implementation

The selected Proposer will launch the Program in coordination with CPA staff based upon the agreed upon Implementation Plan created in Task #1, Section 2. 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, which shall be no less than once every month.

1. Ongoing 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. Host Program email and phone contact methods and respond to inquiries (Task #3, Section 2).
   1.2. Manage Participant Interface and administer coupon verification and payments (Task #1, Section 5 & Task #4, Section 2).
2. Maintain CRM system and provide required reporting.
   2.1. Manage CRM system. Maintain the CRM system to collect relevant project data to implement the Program.
   2.2. New Participants' application/verification information should be updated within one (1) business day of applicant's submission of application.
   2.3. CPA will be provided access to the CRM system.
3. Quality control of user experience.
   3.1. Proposer will undergo routine and ongoing quality assurance tests of user experiences to ensure smooth processes and ease of use. Options for quality control and assurance include, but are not limited to:
      3.1.1. Proposer will utilize secret shoppers to test and improve Participant experience on Participant Interface and in store purchasing pathways.
      3.1.2. Proposer will work with CPA to develop Participant feedback surveys and to distribute and collect completed surveys from Participants who were successful at redeeming coupons and to Participants who did not redeem coupons.
4. Program meetings. Organize and host meetings to facilitate successful Program operations, including:
   4.1. Weekly progress meetings. Set up weekly check-in meetings on a recurring schedule throughout the period of performance.
      4.1.1. Work with CPA to determine the agenda of check-in calls at a minimum of one (1) day prior to the meeting.
      4.1.2. 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.
      4.1.3. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting, including the following status updates:

4.1.3.1. Status summary, including project progress, timelines for deliverables, challenges encountered, quality control issues uncovered, recommendations for improvement, and future short-term and long-term objectives.
4.1.3.2. Enrollment summary, which includes total coupon enrollments, new enrollments, pending enrollments, and unsuccessful enrollments.
4.1.3.3. Participant contacts, inquiries, and complaints. This may include the average number of calls or emails the Program receives weekly, daily, etc.

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

4.1.4.1. Work with CPA to determine the agenda of the annual review meeting at a minimum of one (1) week prior to the meeting.
4.1.4.2. Issue meeting minutes within one (1) business day of the meeting, summarizing the discussion, actions items, and any decisions made during the meeting.

4.2. Program reporting. Provide ongoing 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:

4.2.1. 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:

4.2.1.1. Participant information, including name, SCE account number, service address, email address, and phone number.
4.2.1.2. Number of coupons reserved, redeemed, and rejected, type of equipment and make and model of equipment with redeemed coupons.

4.2.2. Annual report.

4.2.2.1. 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.
4.2.2.2. 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.
4.2.2.3. Annual reports will evaluate Program performance and suggest methods for reaching and enrolling more Participants

5. Retailer coordination. Develop and leverage relationships with retailers, which may also include distributors or online shopping sites, to utilize, fulfill eligible equipment purchases, and provide guidance and tools for Participants to find and purchase eligible equipment.

5.1. Coordinate with retailers to accept coupons for eligible equipment and to fulfill orders.
5.2. Provide Participants with guidance and resources to find products that meet the Program's requirements, including:
  5.2.1. List of retailers that sell eligible equipment and accept CPA coupons. This list should be updated at least quarterly.
  5.2.2. Collaborate with retailers to encourage stocking of eligible equipment in stores in CPA's service territory.
  5.2.3. Track and coordinate with applicable statewide efforts to promote eligible products, such as the California Market Transformation Administrator.
5.3. Point of sale marketing coordination. Proposer will leverage relationships with retailers to capitalize on marketing opportunities.
  5.3.1. Coordinate with retailers to enable CPA to market Program, or other CPA programs in retail stores or online.
  5.3.2. Provide guidance as requested by CPA for marketing materials as outlined in Task #1, Section 2.6 & Task #3.

<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 updated at least 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: Participant Support and Marketing Coordination

The selected Proposer will complete the following activities to support CPA's marketing efforts and to support interested Participants to enable their participation. Communication should be provided, at a minimum, in English, Spanish, and Simplified Chinese. Activities should follow the Implementation Plan, and all materials must be approved in advance by CPA.

1. 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. Collaborate with CPA staff to provide Program talking points and resources to the CPA's general customer support call center and CPA's energy advisor service that provides customers guidance on energy efficiency and electrification options and upgrades: Energy Team.
3. Participant support. Provide Participant support during enrollment and throughout the Program, including troubleshooting any issues or questions that Participants may have while enrolling or participating in the Program. This includes inbound calls, emails, and chat channels.
   3.1. Log all interactions with Participants and provide reports to CPA monthly, in a format to be approved by CPA.
   3.2. Respond to all Participant inquiries within one (1) business day.
   3.3. Proposer will work to resolve all issues and notify CPA of escalated and unresolved Participant complaints.
   3.4. Participant support will be available across a spectrum of mediums such as Participant Interface, email, and phone and in multiple languages (English, Spanish and Chinese).
   3.5. Develop a call center guide and script, to be mutually agreed upon by both parties in writing.

Task #3 Anticipated Deliverables:

1. Outreach materials (as needed).
2. Program talking points
3. Program outreach summaries incorporated into weekly progress meetings.
4. Call center guide.

Timeline for Task #3:

1. Program talking points within sixty (60) days of contract execution.
2. Monthly Program outreach summaries will be delivered in the weekly progress meetings beginning after completion of Program setup and Program launch and implementation (Tasks #1 & Task #2).
3. Call center guide within sixty (60) days of contract execution.

Task #4: Coupon Administration

The selected Proposer will receive coupon applications through Participant Interface, validate Participants and measure eligibility, and issue coupons on behalf of CPA. Proposer will also track, manage, and report on retailer payments and provide on-going reconciliation of retailer invoices.

1. Develop and maintain the Participant Interface.
   1.1. Interface will provide context about CPA coupon offering 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 Participant Interface and process flow or suggest alternatives to address CPA recommendations in order to enable a streamlined Participant experience.
1.3. Participant Interface will be available in English, Spanish and Simplified Chinese.
1.4. Participant support, as detailed in Task #3, Section 3, will be available via email or phone to troubleshoot Participant issues, questions, and complaints.

2. Develop and maintain an application portal. Proposer will develop an online portal, accessible from or integrated with the Participant Interface, that determines eligibility for the Program.
   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, Section 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, Section 2).
      2.1.2. 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.
   2.2. Verify eligible equipment costs and ensure coupon payment does not exceed cost of eligible equipment.
   2.3. Track application status in the Proposer CRM and inform CPA of issues as they arise. Coupon application summaries and key updates to be provided in the weekly coordination meetings (Task #2, Section, 2 & Task #2, Section 4).
   2.4. Application portal will align with CPA branding and will be reviewed and approved by CPA before going live.
   2.5. 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.
   2.6. Application portal is to be available in English, Spanish and Simplified Chinese.
3. Hold CPA funds in an escrow account in order to issue coupons to approved payees.
4. Issue coupons on behalf of CPA to eligible and approved Participants.
   4.1. Develop and implement process for issuing coupons (which shall be subject to CPA's written approval), using internal capabilities to send a coupon that can be utilized for online purchases or in-store.
   4.2. Collect all necessary information from approved Participants in order to process coupons.
   4.3. Communicate with Participants regarding the status of their coupon application, and work to resolve issues that arise.
   4.4. Proposer shall disburse participant payments to eligible and approved Participants by drawing down on a prepaid balance of coupon funding provided to Proposer by

CPA ("Prepaid Balance") as applications are approved for payment. CPA will determine the amount of the Prepaid Balance in its sole discretion.

4.5. Develop a back-up plan to provide after-purchase rebates for Participants who are unable to complete online purchases or who experience difficulties buying in-store.

4.6. Track the issued payment and verify that the coupon has been used by the applicant and accepted by the retailer.

4.7. Manage and resolve any Participant questions regarding the coupon issuance.

4.8. Provide a reconciliation report to CPA that details coupon payments made to CPA Participants, including erroneous payments.

5. Coupon payments. Coupon will be redeemed through a point-of-sale discount at participating retailers for online and in-store purchases.
   5.1. Proposer will process coupon payments and send payments directly to retailers.
   5.2. Submit to CPA on a monthly basis an invoice for any Participant retailer payments, supporting invoices detailing funds transferred to retailers, and other supporting documentation reasonably requested by CPA.

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

1. Escrow account to hold coupon funds.
2. Summary of coupon applications, redemptions.
3. Summary of coupons sent to eligible Participants, list of challenges encountered, and other support provided.
4. Application portal.
5. Coupon reconciliation report.

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

1. Summary of coupon applications and redemptions made at weekly coordination meetings.
2. Operational launch of application portal within sixty (60) calendar days of contract execution.
3. Coupons must be sent out within two (2) business days of application approval.

Task #5: Program Ramp Down

1. Transition services.
   1.1. No more than ninety (90) days prior to the end of the thirty-six (36)-month program term over which Program Tasks #1, 2, 3, 4 and Task 5, Section 1 will be completed ("Program Period"), develop and deliver a transition plan detailing how Contractor will execute the transition services listed below. .
   1.2. Transfer all CPA product(s) in a form usable by CPA and/or a successor implementation provider with the exception of any Participant data not permitted to be transferred to CPA under applicable law and regulation.

1.3. Support transition, as may be reasonably directed by CPA, to successor implementation provider, if applicable.
1.4. Cooperate in a commercially reasonable manner with all parties, including successor implementation provider, involved in transition.

2. Final report.
    2.1. Provide a final report no more than thirty (30) days prior to the end of the Term, subject to review and approval by CPA. The report format will include an executive summary, challenges encountered, lessons learned, summary of total Program cost, financial reconciliation of Prepaid Balances paid by CPA and coupon funding distributed, and impact and key performance indicators utilized in annual reports.

<u>Task #5 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 #5</u>:

1. Transition services to begin no less than ninety (90) days prior to the expiration of the Program Term 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 Term.

Task #6: Program Additions and Enhancements (Optional)

Proposers are encouraged to suggest enhancements to the Program and Contemplated Scope of Services. CPA is interested in understanding how Proposer's experience and innovative approach can support the success of the Program to drive additional participation and/or improve Participant experience. Pricing for any optional additions and enhancements should be broken out separately in the pricing matrix set forth in Section 5.3 of the RFP. CPA is particularly interested in, though not limited to, proposals for the following optional program enhancements:

1. Innovative solutions for installation and delivery of eligible equipment to Participants who request such support – particularly those who are elderly, disabled, or unable to receive retailer delivery at their homes.
2. Suggestions for in-person events where Participants can verify eligibility and receive eligible equipment or coupons directly. The goal of these events would be to enable Participants to receive equipment or coupons on-the-spot in a safe and comfortable environment. These events can be produced solely by the selected Proposer and CPA, or in coordination with CPA's member agencies, existing CPA outreach events, or external trade shows, community-based organizations, faith-based organizations, etc.

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

1. Completion of the Program additions and enhancements, if applicable.

Timeline for Task #6:

1. Ongoing over the duration of the Program.

Anticipated Program Timeline

This program is expected to run over the course of thirty-seven (37) months from December 2026 through January 2029. Tasks #1, 2, 3, 4, and 5 are expected to kick off in December 2026. Tasks 1, 2, 3, 4, and Task #5, Section 1 will extend for thirty-six (36) months. Task #5, Section 2 will extend for 37 months, and is expected to be completed within 30 days of the end of the Term. CPA will determine the kick-off date for Task #6 in its sole discretion, in consultation with Proposer. Task #6 and will extend to the end of the Program Period. The estimated completion dates for the tasks set forth above are illustrated in the table below.

Task	Description	Anticipated Completion Date
1	Task #1 Kick off	December 2026
1	Completion of Task #1	December 2029
2	Task #2 Kick off	December 2026
2	Completion of Task #2	December 2029
3	Task #3 Kick off	December 2026
3	Completion of Task #3	December 2029
4	Task #4 Kick off	December 2026
4	Completion of Task #4	December 2029
5, Section 1	Task # 5 Section 1 Kick off	December 2026
5, Section 1	Completion of Task # 5 Section 1	December 2029
5, Section 2	Task # 5 Section 2 Kick off	December 2029
5, Section 2	Completion of Task # 5 Section 2	January 2030
6	Task #6 Kick off	TBD
6	Completion of Task #6	December 2029

ATTACHMENT B

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: ____

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

1.	**Name of Firm**	**Address of Firm**	**Contact Person**	**Telephone**	**Email**
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount
2.	**Name of Firm**	**Address of Firm**	**Contact Person**	**Telephone**	**Email**
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount
3.	**Name of Firm**	**Address of Firm**	**Contact Person**	**Telephone**	**Email**
	Name or Contract Number	Number of Years / Term of Contract	Type of Service		Dollar Amount

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.

*　　　　*　　　　*　　　　*　　　　*

<u>CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA</u>

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:

<u>RECITALS</u>

WHEREAS, CPA may contract with a provider for Instant AC Program Services;

WHEREAS, CPA conducted 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:

<u>AGREEMENT</u>

1. **<u>Definitions</u>**.
   1.1. “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.

1.2. The definition of "Confidential Information" is set forth in paragraph 10.2 of this Agreement.

1.3. "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.

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

1.5. "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.

1.6. "CPA Product" includes collectively CPA Data, CPA Information, and CPA Materials.

1.7. "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

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:

4.1. 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.

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

5. Term.

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1) year terms for a maximum of two 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.

6.1. Termination for Convenience.

6.1.1. 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.

6.1.2. 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.

6.2. 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.

6.3. 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.

6.4. Effect of Termination.

6.4.1. Upon the effective date of expiration or termination of this Agreement:

6.4.1.1. 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.

6.4.1.2. Any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 6.1.2.

6.4.1.3. Contractor shall promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement.

6.4.1.4. 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.

6.4.2. 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**.

10.1. 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, 10.3, and 10.4, below.

10.2. Definition of "Confidential Information".

10.2.1. The following constitutes "Confidential Information," whether oral or written:

10.2.1.1. The terms and conditions of, and proposals and negotiations related to, this Agreement.

10.2.1.2. Information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement.

10.2.1.3. Information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

10.2.2. Confidential Information shall not include:

10.2.2.1. Information that is generally available to the public or in the public domain at the time of disclosure.

10.2.2.2. Information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives.

10.2.2.3. 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.

10.2.2.4. Information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor.

10.2.2.5. Information that is approved for release in writing by Contractor.

10.3. 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 7920.000 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.

10.4. 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.

11.1. 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 ten (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 11.7 below which may be provided on a claims-made basis consistent with the criteria noted therein.

11.2. 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.

11.3. 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.

11.4. General Liability. Contractor shall maintain a commercial general liability insurance policy in an amount of no less than $1,000,000 per occurrence with a $2,000,000 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.

11.5. 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 $1,000,000 per occurrence for bodily injury and property damage.

11.6. Workers' Compensation. 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. Contractor shall provide, at its own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease. 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.

11.7. 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, 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 per occurrence. If the deductible or self-insured retention amount exceeds $100,000, 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.

11.8. 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. <u>Indemnification</u>.

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. <u>Independent Contractor</u>.

13.1. 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:

13.1.1. Eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor.

13.1.2. Sick pay.

13.1.3. Paid non-working holidays.

13.1.4. Paid vacations or personal leave days.

13.1.5. Participation in any plan or program offering life, accident, or health insurance for employees of Contractor.

13.1.6. Participation in any medical reimbursement plan.

13.1.7. Any other fringe benefit plan that may be provided for employees of Contractor.

13.2. 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.

15.1. 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.

15.2. 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.

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

15.4. Contractor 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.

15.5. Contractor 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; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title:	Theodore Bardacke, Chief Executive Officer
Address:	801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
Telephone:	(213) 376-4850
Email:	contracting@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. <u>Retention of Records and Audit Provision</u>.

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. <u>Conflict of Interest</u>.

22.1. 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.

22.2. 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. Amendments.

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

26. Severability.

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

27. Complete Agreement.

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

28. Counterparts.

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

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

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.

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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.	

<u>Section 2</u>

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

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	David Fu	Councilmember
4. Beverly Hills	Craig Corman	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	Mario Trujillo	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	Joe Franklin	Councilmember
19. Monrovia	Edward Belden	Councilmember
20. Moorpark	Chris Barrett	Councilmember
21. Ojai	Rachel Lang	Councilmember
22. Oxnard	Bert Perello	Councilmember
23. Paramount	Peggy Lemons	Councilmember
24. Port Hueneme	Laura Hernandez	Councilmember
25. Redondo Beach	Brad Waller	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	Ryyn Schumacher	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	Jeremy Wolf Ramiro Adave	Councilmember Staff
2. Alhambra	Adele Andrade-Stadler Dennis Ahlen	Mayor Pro Tem Staff
3. Arcadia	Dominic Lazzaretto	Staff
4. Beverly Hills	Rebecca Pynoos	Councilmember
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Reata Kulcsar	Staff
8. Claremont	Jennifer Stark Jeremy Swan	Councilmember Staff
9. Culver City	Yanni Dimitri Joe Susca Bryan "Bubba" Fish	Staff: PW Director Staff: Sr. Mgmt Analyst Councilmember
10. Downey	Horacio Ortiz	Councilmember
11. Hawaiian Gardens	Ramie L. Torres	Staff: Administrative Technician
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	Doug Krauss	Staff: Environmental Programs Manager
14. La Cañada Flintridge	Kim Bowman Daniel Jordan	Mayor Pro Tem City Manager
15. Los Angeles County	Rita Kampalath Aaron Ordower	Acting Chief Sustainability Officer Environmental Deputy
16. Lynwood	Gabriela Camacho	Councilmember
17. Malibu	Steve Uhring	Councilmember
18. Manhattan Beach	David Lesser	Councilmember
19. Monrovia	Dylan Feik Lauren Vasquez	City Manager Assistant City Manager
20. Moorpark	Renee Delgado Roger Pichardo	Councilmember Staff
21. Ojai	Michelle Ellison Leslie Rule	Public Councilmember
22. Oxnard	Kathleen Mallory	Environmental Services Manager
23. Paramount	Michelle Muller	Public Works Manager
24. Port Hueneme	Chadwick Castle	Councilmember
25. Redondo Beach	Jeannie Naughton Steve Zuckerman	Staff Public
26. Rolling Hills Estates	Gleam Davis Pam O'Connor	Public Publilc
27. Santa Monica	Pedro Chavez	Mayor
28. Santa Paula	James Carlson	Staff
29. Sierra Madre	Samantha Argabrite	City Manager
30. Simi Valley	Casey Law Diana Mahmud	Public Public
31. South Pasadena	William Man	Councilmember

32. Temple City	C. Tie Gutierrez	Councilmember
33. Thousand Oaks	Alex Mangone Joe Yahner	Councilmember Staff
34. City of Ventura	Steve Uhring	Councilmember
35. Ventura County	Janice Parvin	Supervisor, 4th District
36. West Hollywood	Chelsea Byers Francisco Contreras	Councilmember Planning Manager
37. Westlake Village	Susan McSweeney Rob de Geus Kristopher Galvez	Councilmember City Manager Staff
38. Whittier	Ana (Vicky) Santana Yahaera Oropeza	Councilmember Management Analyst