



REQUEST FOR PROPOSALS (RFP)

FOR

INFLUENCER MARKETING SERVICES

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 influencer marketing services to plan, produce, and manage influencer marketing campaigns for CPA.

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 uses influencer marketing to build brand awareness, drive participation in its customer programs, and reach its diverse, multilingual customer base across Los Angeles and Ventura Counties with authentic, creator-driven content. CPA is seeking an experienced agency (or agencies) to plan, produce, and manage influencer marketing campaigns on a multi-year basis.

3. QUALIFICATIONS AND EXPERIENCE

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

- Proposer must have applicable qualifications and experience with planning and executing influencer marketing campaigns, including strategy, talent sourcing and vetting, content production, paid amplification, and performance reporting.
- Proposer must have applicable qualifications and experience to support supporting multilingual and multicultural campaigns (including English, Spanish, Korean, and/or Chinese) and ensuring Federal Trade Commission (FTC) compliant influencer disclosures.
- Proposer must have applicable qualifications and experience with providing influencer marketing services for organizations in Southern California.

4. SCOPE OF SERVICES

4.1. Scope of Work

A detailed description of the Scope of Work for influencer marketing 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 7, 2026, and continue until December 6, 2027 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for two (2) successive one (1) year terms for a maximum of two (2) additional years (each, a “Renewal Term”).

5. PRICING

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

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

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

Pricing Component	Basis	Fees
Proposer management / retainer fee	Monthly or per-project	\$ ____ per month or per project
Strategy & project management	Included / hourly / fixed	\$ ____
Talent sourcing, vetting & management	Per project or per creator	\$ ____

Content production management	Per asset / per creator tier	\$ ____ (micro / mid / macro)
Paid media management	% of paid spend or flat fee	____ % / \$ ____
Measurement & reporting	Included / per report	\$ ____
Hourly rates (by role)	Per hour, by title	\$ ____ /hr (list each role)
Estimated influencer talent fees	Pass-through, at cost	\$ ____ (range by tier)
Expenses		\$ ____
Not-to-exceed (per year / total)		\$ ____

6. **RFP PROCESS**

6.1. **RFP Schedule**

The timetable for this RFP is as follows:

Description	Date
Release of RFP	August 5, 2026
Deadline for Written Questions	August 11, 2026
Responses to Questions Provided	August 17, 2026
RFP Proposals Due	September 3, 2026 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	September 4-18, 2026
Interviews (if needed)	September 21 - October 9, 2026
Notice of Intent to Award Contract Provided	October 12, 2026
Contract Negotiations	October 12-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 ashillingburg@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on August 11, 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 August 17, 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 3, 2026. Please include "PROPOSAL FOR INFLUENCER MARKETING SERVICES" in the email subject line.

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

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. PROPOSAL REQUIREMENTS

7.1. Proposals shall include the following components:

- 7.1.1. A comprehensive portfolio providing examples of one (1) to two (2) case studies, and examples of prior work demonstrating experience applicable to CPA's industry, audiences and communications goals. Submissions should include examples of earned media campaigns or placements that were successfully developed and executed in the energy sector, clean energy space, public agency environment, and/or California media market.
- 7.1.2. 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.
- 7.1.3. 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:
 - 7.1.3.1. 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.

- 7.1.3.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
 - 7.1.3.3. 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.
 - 7.1.3.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 7.1.4. Proposer's completed pricing matrix as set forth in Section 5.3.
- 7.1.5. Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- 7.1.6. Any required changes to CPA's Pro Forma Contract or Data Protection Requirements. See **Attachments C and D**. If Proposer requires execution of additional licensing, management, or other agreements as part of CPA's Pro Forma Contract, Proposer must include a copy of that agreement in their Proposal, with an explanation of their expectations regarding its execution. Any such agreement that is not provided as part of a Proposal shall not be considered during a resulting contract negotiation. CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract.
- 7.1.7. Proposer's completed Campaign Contribution Form. See **Attachment E**.

8. RESERVATION OF RIGHTS

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

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written

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

9. CONFIDENTIALITY AND PUBLIC RECORDS

Responses to this RFP shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). Any responses submitted in response to this RFP will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary" in submitting its proposal to CPA. CPA retains and therefore, reserves the right to determine whether the marked areas or documents are subject to an exemption within the CPRA and may, at its sole discretion, disclose records without redaction. **CPA shall not, in any way, be liable for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.**

In the event CPA receives a CPRA request for any documents, information, books, workpapers, contents and/or other submitted marked as "Confidential", "Trade Secrets", or "Proprietary" and CPA is required to release Confidential Information, it shall notify the Proposer of the required disclosure, such that the Proposer may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and/or to prevent such information from being disclosed or otherwise becoming part of the public domain. By submitting a proposal, Proposer agrees to defend, hold harmless, and indemnify CPA, its directors, officers, employees, and agents from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection a Proposer's actions to treat its information in a confidential manner.

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Sample Contract

Attachment D – Data Protection Requirements

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A

SCOPE OF SERVICES

The principal responsibility of the selected Proposer(s) is to provide a full range of influencer marketing services to plan, produce, and manage influencer marketing campaigns for CPA. Individual campaigns (“Projects”) will be initiated on a project-to-project basis through written creative briefs. Each Project will define its own goals, target audience, deliverables, budget, and timeline. Over the course of the first year, CPA estimates that the selected Proposer(s) will be briefed on twelve (12) projects, although the final number of projects may change at CPA’s discretion.

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

Task #1: Strategy, Planning, and Project Management

Develop the overall influencer marketing strategy and provide end-to-end project management for each Project.

1. Strategy and planning. Develop a written influencer marketing strategy aligned with CPA’s goals, brand voice, and target audiences; collaborate with the CPA team to refine it. Recommend platforms, creator tiers, content formats, posting cadence, and budget allocation for each Project.
 - 1.1. Respond to CPA creative briefs with a written brief/proposed approach for each Project.
 - 1.2. All strategic plans and any material changes must be approved by CPA in writing before implementation.
2. Project management. Coordinate between CPA, Contractor, any subcontractors, and influencers; maintain scope, timelines, and budget for each Project.
 - 2.1. Hold recurring status meetings (weekly or bi-weekly, at CPA’s election).
 - 2.2. Maintain a written timeline, budget tracker, and goal tracker for each Project, shared with CPA and kept current through completion.
3. Financial management. Provide monthly budget burn reports. Present and obtain CPA approval of a Project budget before any work or spend commences. Flag any risk of exceeding an approved budget in advance.

Task #1 Anticipated Deliverables:

1. Written influencer marketing strategy and per-Project brief/approach.
2. Written timeline, budget tracker, and goal tracker for each Project.
3. Monthly budget burn reports.

4. Kickoff and recurring status meetings with agendas and notes.

Timeline for Task #1:

1. Respond to CPA briefs with a written approach within one (1) to two (2) weeks of request.
2. Deliver the timeline, budget tracker, and goal tracker at least three (3) business days before each Project launches.

Task #2: Influencer Talent Sourcing, Vetting, and Management

Identify, vet, contract, and manage influencer talent that matches each Project's requirements.

1. Sourcing and casting. Search for and present casting options based on criteria established with CPA for each Project (audience fit, geography, follower tier, engagement quality, content quality, values alignment). Prioritize a diverse talent pool and opportunities for multilingual content in English, Spanish, Korean, and/or Chinese.
2. Vetting and brand safety. Vet all proposed influencers against CPA-provided criteria, with special attention to public involvement in politics and activism.
 - 2.1. Influencers may not be engaged if they are or have been political figures, activists, community leaders, or nonprofit organization leaders.
 - 2.2. Review each influencer's public content history, brand affiliations, and reputation to confirm appropriateness for a public agency and to screen for conflicts, controversy, or off-brand content.
 - 2.3. Influencers may be required to be verified CPA customers on a project-to-project basis (self-reported, verified by Contractor) when CPA requests it, with advance notice.
 - 2.4. Influencers are expected to have real people who are their account followers and genuine, high engagement rates.
3. CPA approval gate. All influencers must be approved by CPA in writing before Contractor engages or contracts them on CPA's behalf.
4. Outreach, negotiation, and contracting. Engage influencers at the best available rates, balancing budget, quality, and impact. Execute talent agreements that pass through the compliance obligations in Task #6 (FTC disclosure, usage rights, exclusivity, content approval, brand safety, AI disclosure).
5. Talent management. Brief influencers on the Project and CPA's creative strategy; manage workflow, deadlines, revisions, and payments; ensure clarity and fidelity to CPA's messaging; serve as the single point of coordination between CPA and talent.

6. Competitor protection. Contractor may not engage an influencer used on a CPA Project for any direct competitor of CPA during the applicable exclusivity window (see Task #6).

Task #2 Anticipated Deliverables:

1. Casting list(s) with recommended talent, audience/engagement data, rates, and vetting notes for CPA review.
2. Fully executed influencer/talent agreements (compliant with Task #6).
3. Roster of approved talent per Project.

Timeline for Task #2:

1. Casting list provided on a project-to-project basis once the brief, goals, and scope are established.
2. Talent contracted only after CPA written approval of the casting list.

Task #3: Content Development and Production

Guide, curate, and manage the development of influencer content, and manage CPA's content approval process.

1. Creative direction. Translate CPA briefs into creator-ready direction covering messaging, calls to action, required disclosures, do's and don'ts, and brand guidelines. Support content that elevates the CPA brand and communicates rates and program information accurately.
2. Content types. Manage development of assets such as in-feed video, Stories/Reels/Shorts, static posts, and carousels, and where requested event promotion, photography, and graphics. Formats and quantities are defined per Project.
3. Review and approval workflow. Compile draft content for CPA feedback; relay CPA feedback to influencers professionally and accurately; and enforce a hard approval gate. No content may be published until CPA has approved it in writing.
4. Cultural and language adaptation. When requested, adapt content for English-, Spanish-, Korean-, and Chinese-speaking customers through language localization, culturally relevant imagery and messaging, and engagement of influencers able to create content in a specified language.
5. Revisions. Manage a reasonable revision cycle with influencers to reach CPA-approved final content.
6. Per-campaign minimums. Proposers should plan for a minimum of two (2) to three (3) micro-creators (with 10,000–50,000 followers), one (1) in-feed video plus one (1) story

re-share each, for approximately four (4) to six (6) assets per campaign. Proposers are encouraged to propose a recommended mix in addition to this minimum.

7. Agreement to follow all regulatory requirements for advertising, including FTC disclosure requirements.
8. Agreement to obtain all necessary music, image, and talent rights.

Task #3 Anticipated Deliverables:

1. Creator briefs/creative direction per Project.
2. Draft content submitted for CPA review, and CPA-approved final content (organic assets).
3. Localized/adapted content where requested.

Timeline for Task #3:

1. Scripts/concepts delivered after casting approval, per the Project timeline.
2. Final content delivered after CPA approval of scripts/concepts, per the Project timeline.

Task #4: Paid Amplification and Media

Extend the reach of approved influencer content through paid media, creator whitelisting/partnership ads, and boosting, as directed by CPA.

1. Paid social setup and management. Build and manage ads using approved influencer content across platforms that may include Meta (Facebook/Instagram), TikTok, YouTube, other digital platforms, and in-person events, per each Project's scope.
2. Whitelisting / partnership ads. Where creators grant rights, run ads through creators' handles (allowlisting/partnership ads) within the agreed usage window (see Task #6).
3. Budget controls and flighting. Manage paid budgets against CPA-approved allocations; provide pacing and performance visibility. Prior campaigns allocated approximately twenty percent (20%) of Project budget to paid media, this is a starting reference, set per Project.
4. Rapid pause / reallocation. If CPA requests that any ad be ended before its scheduled end date, Contractor must end it within one (1) business day. Unspent funds are reallocated to other approved campaign elements or refunded to CPA, as CPA directs.
5. Targeting and audiences. Recommend and configure geographic and audience targeting appropriate to CPA's LA and Ventura County service territory and Project goals.

Task #4 Anticipated Deliverables:

1. Media plan with recommended platforms, budget allocation, targeting, and estimated impressions/reach.
2. Live campaigns and paid-performance reporting (impressions, reach, CPM, clicks, CPC, conversions where tracked).

Timeline for Task #4:

1. Media plan delivered before launch, per the Project timeline; ad changes/pauses executed within one (1) business day of CPA request.

Task #5: Measurement, Reporting, and Optimization

Define, track, and report on the performance of each Project against agreed KPIs and use results to optimize.

1. KPI framework. Collaborate with CPA to set KPIs per Project, which may include web traffic, link clicks, engagement (likes, comments, shares, saves), video completion rates, reach/impressions, cost efficiency, and program enrollment or referrals.
2. Tracking. Use tracked links (e.g., UTMs) provided by CPA to measure referrals and conversions; coordinate with CPA on any tracking or analytics access needed.
3. Reporting. Deliver a written performance report for each Project documenting goals, objectives, and KPI results, plus a program-level roll-up on a schedule agreed with CPA (e.g., quarterly).
4. Optimization. Provide insights and recommendations to improve performance over time, including creator mix, content formats, platforms, and budget allocation.

Task #5 Anticipated Deliverables:

1. Per-Project performance reports measuring the Project's KPIs.
2. Program-level performance roll-up and recommendations on the agreed cadence.

Timeline for Task #5:

1. Deliver each Project performance report within one (1) to two (2) weeks after the Project is completed.

Task #6: Compliance, Brand Safety, and Content Rights

CPA is a public agency, and all influencer activity must meet a high standard for legal compliance, brand safety, transparency, and data protection. These requirements apply across every Task above and must be built into every talent agreement.

1. Clear and conspicuous disclosure. Ensure every piece of sponsored content clearly and conspicuously discloses the material connection between CPA and the influencer, consistent with the FTC’s Endorsement Guides and current guidance. Disclosures must be hard to miss, placed up front (not hidden behind “more”), in the same language as the endorsement, and appropriate to each platform/format (posts, video, livestream, audio).
 - 1.1. Specify acceptable disclosure methods (e.g., #ad, #sponsored, verbal call-outs, platform paid-partnership labels) in each talent agreement.
 - 1.2. Prohibit false, misleading, or unsubstantiated claims about CPA rates, savings, or programs; content must be truthful and substantiated.
 - 1.3. Disclose any AI-generated endorsement or testimonial as required by FTC guidance.
2. Shared responsibility. Contractor is responsible for training/instructing influencers on disclosure requirements and for monitoring published content for compliance, promptly correcting any non-compliant post.
3. Usage rights. Secure, in each talent agreement, the usage rights CPA needs—organic content shares with attribution and paid usage/allowlisting for defined windows. Prior contracts used organic shares with attribution up to ninety (90) days and allowlisting for thirty (30) days.
4. Exclusivity. Include a reasonable category exclusivity/blackout period preventing talent from promoting direct competitors. Prior CPA contracts ranged from one (1) week to six (6) months; align on a standard default and any per-Project extensions, and ensure any exclusivity is compensated.
5. No content is published without CPA’s prior written approval; no press release or public statement about the engagement without CPA’s written consent.

Task #6 Anticipated Deliverables:

1. Compliant talent agreement template(s) incorporating disclosure, usage, exclusivity, brand-safety, and AI terms.
2. Compliance monitoring summary as part of each Project performance report.

Timeline for Task #6:

1. Ongoing over the duration of the engagement.

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 and other factors.

* * * * *

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

This Professional Services Agreement (this “Agreement”), dated and effective as of [DATE] (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and
[LEGAL NAME OF CONTRACTOR] (“Contractor”).

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

RECITALS

WHEREAS, CPA may contract with a provider for influencer marketing 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:

AGREEMENT

1. Definitions.

- 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. Exhibits and Attachments.

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

Exhibit A – Scope of Work

Exhibit B – [Contractor's Workplan and Schedule] [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. Services to be Performed by Contractor.

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

4. Compensation.

CPA agrees to compensate Contractor as specified in Exhibit C:

- 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 (2) successive one (1) year terms for a maximum of two (2) additional years (each, a "Renewal Term"), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement ("Renewal Notice").

6. Termination.

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. Indemnification.

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

13. Independent Contractor.

- 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. Work Product.

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

18. Notices.

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

In the case of CPA, to:

Name/Title: Theodore Bardacke, Chief Executive Officer
Address: 801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
Telephone: (213) 376-4850
Email: contracting@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: [Name, Title]
Address: [Address]
Telephone: [Phone]
Email: [Email]

19. Assignment.

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

20. Subcontracting.

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

21. Retention of Records and Audit Provision.

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

22. Conflict of Interest.

- 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.

* * * * *

Every bidder or contractor must disclose as follows:

Section 1

a.	Bidder/Contractor (Legal Name) ("Declarant Company") and any variations or acronyms used in the past 12 months:
b.	Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a CPA Board member, regardless of whether you or Declarant Company have actually made a contribution.
c.	List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities:
d.	Identify all subcontractors that have been or will be named in your bid or proposal:
e.	Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any contract, project, or other transaction.
*Attach additional pages, if necessary.	

Section 2

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

ALTERNATE DIRECTOR(S)

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