



Policy Title	Vendor Communication		
Policy Number	CPA 2019-010	Effective Date:	06/06/2019

The Clean Power Alliance of Southern California (“CPA”), in recognition of its mission and priorities, enacts this Policy on Vendor Communication (“Policy”).

**(1) Definitions.**

As used in this Policy, the following terms shall have the following meanings:

- a) A “**Vendor**” includes any bidder, proposer, provider, contractor, subcontractor, or consultant, including each of their respective agents, consultants, or lobbyists, who is seeking to do business or is doing business with CPA.
- b) A “**Director**” shall include a Regular or Alternate Director.
- c) A “**financial relationship**” means a relationship where the financial effect on a Vendor or Director, or Vendor or Director’s immediate family is distinguishable from its effect on the public generally. For example, an investment worth one thousand dollars (\$1,000) or more or a business entity in which the Director or Staff holds a position of management.

**(2) Director Duties**

- a) A Director shall not communicate or participate in discussions, whether oral or in writing, with any Vendor, who a Director knows or has reason to know is a Vendor, regarding any specific CPA procurement or contract of any kind, except (i) during a duly-noticed meeting or (ii) when a Director is required to attend a mediation, arbitration, or other similar proceeding, provided that the Director’s attendance at a proceeding is determined to be necessary by the General Counsel. A Director shall direct any such Vendor inquiries and requests to CPA Staff.
- b) No Director shall make, participate in making, or in any way attempt to use his or her official position to influence a decision on a specific CPA procurement or contract if a Director has communicated or participated in discussions specified in (2)(a), above.
- c) A Director shall disclose to the Board any communications or discussions with a Vendor when that communication or discussion leads to or results in CPA commencing a specific procurement or CPA entering into a specific contract.
  - i. The disclosure shall occur at a duly-noticed meeting of the Board when the Director knows or has reason to know that a communication or discussion with a Vendor has resulted in a specific CPA procurement or

contract and that procurement or contract has been presented to the Board for a decision.

- ii. The disclosure shall include the name of the party or parties who participated; date, time, and location of the communication or discussion; and whether it was oral, written, or a combination of both; and a summary of the communication.
- d) A Director is obligated to report to the General Counsel any facts made known to the Director which shows that a Vendor, who a Director knows or has reason to know is a Vendor, has engaged in business practices regarding a CPA specific procurement or contract which may violate this Policy.

### **(3) Vendor Duties**

- a) A Vendor shall not communicate with or participate in discussions, whether oral or in writing, with a Director regarding any specific CPA procurement or contract of any kind except (i) during a duly-noticed meeting or (ii) when a Vendor is required to attend a mediation, arbitration, or other similar proceeding where a Director is in attendance.
- b) Duty to Disclose:
  - i. Each Vendor has an obligation to promptly disclose in writing to the General Counsel if any of the following become known to the management of the Vendor:
    1. Any financial relationship between the Vendor and a Director or CPA Staff;
    2. Any financial or close personal relationship between any officers, directors or key employees of the Vendor and a Director or CPA Staff;
    3. Any outstanding offer of employment to, or the current or former employment of any current or former Director or CPA Staff by the Vendor; or
    4. Any campaign contributions exceeding two-hundred fifty dollars (\$250) made by or on behalf of the Vendor to any current Director within the previous two (2) years. This disclosure shall be in addition to the disclosure required in the Vendor Campaign Contribution Disclosure Form
  - ii. The duty to disclose as described herein exists prior to and during any procurement or term of contract and regardless of whether the facts constitute an actual conflict of interest under any law.
- c) A Vendor's duties specified herein shall be in addition to any policies, requirements, forms, or other guidance documents that CPA may issue from time to time.
- d) Any violation of this section by a Vendor shall constitute sufficient cause for CPA, in its sole discretion, to terminate a contract with a Vendor, to decline to do business with a Vendor, to disqualify a Vendor from a pending procurement, or to take any other action as CPA may decide.