

ADDENDUM #1

REQUEST FOR PROPOSALS (RFP) FOR DEMAND RESPONSE PROGRAM IMPLEMENTATION SERVICES

I. OBJECTIVE

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced individuals or firms (individually, a “Proposer” and collectively, “Proposers”) to market, implement, and scale a comprehensive Distributed Energy Resources (“DER”) based demand response program. The CPA Power Response program goal is to cost effectively enroll a minimum of 6 MW of demand response capacity in CPA territory during contract term, with the intent to continue scaled annual growth. The budget for this program is \$1.2 Million per year, inclusive of incentives.

II. BACKGROUND

CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority, made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately 1 million customer accounts in Southern California.

Demand response (“DR”) is a key component in CPA’s Local Programs for a Cleaner Future Report.¹ In February of 2020, CPA launched a demand response pilot program (“Power Response”) that, by design, has focused on enrolling and activating residential customers with existing installed smart thermostats or battery storage and commercial customers with existing installed battery storage or EV charging technology.² Now that the Power Response pilot has almost concluded, CPA is seeking Proposals to scale the implementation utilizing a delivery model that emphasizes market-driven customer acquisition and direct load control through Trade Ally partnerships. A Trade Ally (for the purposes of this document) is defined as a manufacturer, vendor, developer, aggregator, or installer of DER technologies.

territory.³ Demand response supports local resiliency and is also a critical component in California’s push to increase incremental grid resources in the face of sustained energy

¹ <https://cleanpoweralliance.org/wp-content/uploads/2020/06/060420-CPA-Board-Agenda-Packet.pdf>

² Current Power Response program details available at www.cleanpoweralliance.org/respowerresponse (residential) or www.cleanpoweralliance.org/compowerresponse (commercial).

³ Disadvantaged Communities as defined by California SB 535 refer to the areas throughout California which have a combined economic, health, and environmental CalEnviroScreen score in the top 25th percentile.

demand challenges. CPA encourages prospective Proposers to consider additional statewide policy context around demand management in their responses to this RFP such as current CPUC deliberations and proceedings regarding emergency reliability and emergency load response programs, and the upcoming residential Time of Use (“TOU”) rate default. CPA anticipates flexibility in the Power Response program design and is seeking a Proposer that understands the currently shifting role and nature of demand response in the CAISO energy markets.

III. QUALIFICATIONS AND EXPERIENCE

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

- The Proposer must have demonstrated experience implementing and scaling similar types of mass market demand response programs.
- The Proposer must have applicable qualifications and experience in distributed energy resource management systems (“DERMS”) and CAISO’s Demand Response Registration System (“DRRS”).
- The Proposer must be a certified CAISO scheduling coordinator (“SC”) and a registered Demand Response Provider (“DRP”)/Distributed Energy Resources Provider (“DERP”) or retain these services.
- The Proposer must utilize universal DERMS platform to manage enrolled resources, dispatch events, and support multiple technologies and Trade Allies.
- The Proposer must have experience in managing Trade Ally Networks and developing and implementing market driven customer acquisition strategies.

IV. SCOPE OF SERVICES

Scope of Services

The required Scope of Services is attached hereto as **Attachment A** (“Scope of Services”) and incorporated herein. By submitting a Proposal, the Proposer represents that it is fully qualified and available to provide the services set forth in the Scope of Services, and that it agrees to provide those services if it is awarded the contract, which will attach and incorporate the Scope of Services.

Term of Services

Services under this RFP are expected to commence July 1, 2021 and continue until December 31, 2023 (“Term”), with the potential for three one-year extensions.

Performance Assurance

Proposer will be required to post a \$60,000.00 letter of credit, in a form acceptable to CPA, as performance assurance under the terms of the contract.

V. PRICING

Proposer must (a) provide a detailed compensation structure to meet the Scope of Services specified in **Attachment A**; (b) describe the components of any fees or charges for travel, telephone calls, and any other expenses that proposer anticipates incurring, which shall be separately billed (NOTE: any compensation for such fees or expenses shall be at-cost on a pass-through basis, i.e., no margin, mark-up, 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 must include both (i) fixed price and (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. In submitting the pricing Proposals, the proposer should explain the assumptions, differences, and benefits between the pricing. CPA reserves the right, at its sole discretion, to reject or accept any one of the two pricing Proposals.

VI. RFP Process

A. Anticipated RFP Schedule

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the due date for Proposals:

Description	Date
Release of RFP	April 12, 2021
Prospective Proposer’s Webinar	April 19, 2021
Deadline for Written Questions	April 23, 2021
CPA Responses to Proposer Questions	April 27, 2021
RFP Proposals Due	May 10, 2021 at 9 a.m.
Interviews	May 24-28, 2021
Execution of Contract	July 1, 2021

Commencement of Work	July 6, 2021
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B. Prospective Proposers' Webinar

A Proposer's webinar will be held on **Monday, April 19, 2021 from 3PM to 4PM** (Pacific Time). Please use the link below to register for the webinar. After registering, you will receive a confirmation email containing information about joining the webinar. At the time of the webinar, please use the same link to join the webinar. A transcript of the webinar will be posted on the CPA website within 48 hours of the conclusion of the webinar.

Webinar Registration Link: <https://zoom.us/j/95333021279>

C. Prospective Proposer's Questions and CPA Responses

Prospective proposers may submit questions or objections relating to this RFP, the attachments hereto, the RFP procedures, or the required services via email to taguirre@cleanpoweralliance.org, with a copy to contracting@cleanpoweralliance.org by **Friday, April 23, 2021 at 4PM**. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. Any questions or objections that are not submitted in the manner specified and by the deadline for questions will be deemed waived. CPA will not be bound by the oral representations of any CPA officials, employees, or representatives.

CPA will provide responses to questions on **Tuesday, April 27, 2021**. Responses to any questions will be provided in an addendum to the RFP. See Section VI.D., below.

CPA reserves the right to group similar questions when providing answers, or respond in a manner that allows CPA, in its sole discretion, to obtain the best value.

D. Addenda

CPA reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the due date for Proposals or to Attachments to this RFP. Addenda will be posted on CPA's website and be sent to each potential Proposer which CPA records indicate has received this RFP. Each Proposer is solely responsible for reviewing CPA's website for any addenda, and for reviewing any and all addenda before submitting its Proposal.

E. Proposal Submission Deadline

A Proposal should be submitted by email to taguirre@cleanpoweralliance.org with a

coy to contracting@cleanpoweralliance.org by **9:00 am on Monday, May 10, 2021**. Please include "PROPOSAL FOR DEMAND REPONSE IMPLEMENTATION 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 Proposers 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.

F. Proposal Evaluation Criteria

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

Evaluation Criteria
Proposer's qualifications and experience (see Section III).
Proposer's approach to the Scope of Services identified in Attachment A .
Proposer's Pricing (see Section V)

G. Evaluation Process

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

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

After a Proposer has been selected, CPA will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a Proposal, as determined by CPA. Proposers are further notified that CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract. A contract will be presented to CPA's Board of Directors for approval.

Pursuant to Proposition 209, Clean Power Alliance does not give preferential

treatment based on race, sex, color, ethnicity, or national origin. However, Clean Power Alliance encourages minority-owned, women-owned, veteran-owned, and local businesses to respond to solicitations.

VII. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Proposals shall include the components listed below. By submitting a Proposal, the Proposer agrees that the proposed pricing and proposed approach to providing the services, including staffing, constitute a firm offer to enter into the contract with CPA, and that the offer will remain open for 60 days following the due date for Proposals.

- **Proposer’s Qualifications and Experience:** Proposer qualifications and experience with the elements specified in Section III (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer’s anticipated subcontractors or teaming partners.
- **Proposer’s Approach to Scope of Services:** Proposer’s explanation for how it plans to meet Task and Deliverables specified in **Attachment A** (which will be attached to the final agreement as Exhibit A). This section must include:
 - A list of the Proposer’s planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member’s role and responsibility.
 - Proposed timeline and workplan for completion of Scope of Services, which will be incorporated into the agreement.
 - A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
 - If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
 - Proposer’s expected net benefit to CPA of proposed Power Response implementation approach
- **Proposer’s Pricing:** Proposer must provide its pricing proposal, including the information required in Section V., “Pricing,” above. Proposer should describe the compensation structure 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. Pricing should be broken down by the following categories, with descriptions of the services included in each category:

- Marketing
 - Implementation
 - Administration
 - DRP and Scheduling Coordination Services
 - Customer Incentives
 - Trade Ally Incentives, if applicable
 - Other Fees
- Proposer's completed Prospective Contractor References Form. See **Attachment B**.
 - Any required changes to CPA's Pro Forma Contract. See **Attachment D**.
 - Proposer's completed Proposer's completed Campaign Contribution Form. See **Attachment E**.

VIII. RESERVATION OF RIGHTS

This RFP is a solicitation for Proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, 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 or postpone this RFP in its entirety, at any time. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the Scope of Services. CPA further reserves its right to waive immaterial irregularities in Proposals or submission of a Proposal, request additional information or revisions to offers, and to negotiate with any or all Proposers. CPA reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any Proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any

representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFP at a future date.

IX. CONFIDENTIALITY AND PUBLIC RECORDS

Upon receipt, each Proposal shall become the exclusive property of CPA and will not be returned to the Proposer. CPA is subject to the California Public Records Act (Govt. Code § 6250, et seq) (“CPRA”). The Proposals is subject to disclosure as a public record when contract negotiations are complete, unless the Proposal or any portion thereof is exempt under the CPRA. Exceptions to disclosure may be available to those parts or portions of Proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

Each Proposer bears the burden of proving any claimed exemption under the CPRA. In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

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

X. CONFLICTS OF INTEREST

CPA is governed by the Political Reform Act (Government Code Section 87100, et seq), Government Code Section 1090, Government Code Section 84308, related regulations, and other requirements governing conflicts, campaign contributions, and gifts (“COI Laws”). In addition, CPA has adopted policies governing Proposer conduct. Proposers are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>. Proposers are required to review all applicable conflict of interest laws and by submitting a proposal in response to this RFP, Proposer also acknowledges that it has reviewed all applicable COI Laws and applicable CPA policies, as they may be amended from time to time.

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. CPA employees are prohibited from participating in the selection process for this RFP if they have any financial or

business relationship with Proposer.

Proposers must disclose to CPA any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the services to be provided pursuant to this RFP.

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.

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Prospective Contractor References

Attachment C – CPA Member Agencies

Attachment D – CPA Sample Contract

Attachment E – Campaign Contribution Form (Government Code 84308)

ATTACHMENT A SCOPE OF SERVICES

Under the direction of the CPA Director of Customer Programs and Power Response Program Manager, successful Proposer will perform the following demand response program implementation tasks:

Task 1: Pre-Implementation Planning

- Once onboard, review current Power Response pilot program details and provide recommendations for program modification including but not limited to incentive levels, incentive delivery, event duration and frequency, CAISO market participation strategy for enrolled resources, and technology options.
- In consultation with, and under the guidance of, CPA programs staff, develop an Implementation Plan to enroll a minimum of 6 MW of demand response capacity in the CPA-branded Power Response program within two years of implementation, with continuous annual growth as permitted by DER market penetration of selected Trade Allies and CPA program budget. The Implementation Plan will be a roadmap to reach the desired enrolled capacity and include the following elements:
 - Overall approach to program implementation and enrolled capacity target of 6 MW, with subgoal of 1 MW of that capacity from enrollment of customers taking service on CARE/FERA rates or customers located in disadvantaged communities within CPA territory⁴
 - Program design
 - Customer segmentation
 - Technology types
 - Trade Ally Network development (see Task 3) and customer acquisition strategy
 - Projected aggregated valuation of enrolled DR capacity
 - Program goals, Key Performance Indicators (“KPIs”), and metrics
 - Detailed budgets and anticipated spend rates
 - CAISO market participation strategy, including bidding strategy recommendations
 - Plan to integrate up to 1,000 customers that have already enrolled in the Power Response Pilot Program into the fully implemented program

CPA is open to implementation approaches to meet this level of enrolled DR capacity, but the Implementation Plan must, at a minimum:

- Include offerings for both commercial and residential customers

⁴ Disadvantaged Communities as defined by California SB 535 refer to the areas throughout California which have a combined economic, health, and environmental CalEnviroScreen score in the top 25th percentile.

- Include smart thermostat and battery storage demand response options for residential customers
- Include EV charging and commercial battery storage demand response options for commercial customers
- Provide CPA with the ability to call at least 35 demand response events per year per enrolled customer
- Address Trade Ally network development plan and direct load control potential in CPA territory
- Address how to meet enrolled capacity goal of 1 MW for low-income customers and those living or located in disadvantaged communities (“DACs”)
- Describe how Power Response enrolled demand response capacity can generate wholesale market or Resource Adequacy (“RA”) value to CPA beyond avoided wholesale energy purchases

Task 1 Anticipated Deliverable(s):

- Implementation Plan

Task 2: Marketing

- In conjunction with the development of the Implementation Plan, conduct market research to inform the plan that may include some or all of the following:
 - Customer segmentation analysis of both residential and commercial customer groups
 - Customer interviews, surveys, or focus groups
 - Examination of DER Penetration in CPA territory by program technology
 - Competitive demand response landscape analysis
- Utilizing the insights gained from market research, review of current Power Response marketing materials/strategies, and best practices and learnings from past experiences, develop and execute a marketing plan under the strategic guidance and oversight of CPA. Marketing plan should address the following:
 - Measurable objectives pertaining to customer acquisition and reach
 - Residential and commercial marketing and acquisition strategies
 - Target program audiences and identification of eligible customers
 - Roles and responsibilities of CPA and selected Proposer in marketing implementation
 - Role of Trade Allies in marketing (see Task 3)
 - Marketing budget and anticipated spend rates
 - Marketing metrics
- Execute Marketing Plan
 - Implement the marketing plan in partnership with CPA and Trade Allies
 - Collaborate with and leverage Trade Ally marketing activities

- Hold regular marketing-specific check-ins with CPA team to review marketing metrics and budget spend
- Conduct regular marketing strategy reviews and if necessary, make recommendations for changes

Task 2 Anticipated Deliverable(s):

- Marketing Plan

Task 3: Trade Ally Network Development

- Develop a qualified network of Trade Allies on CPA's behalf to acquire potential customers into the Power Response program
 - Trade Allies may include DER technology manufacturers, vendors, developers, aggregators, or installers.
 - Acquired customers into the program may include those with existing installed technology that just need to be enrolled in demand response, or those installing new technologies
 - Build upon Trade Ally customer acquisition market activity by leveraging combined CPA/Implementer Program marketing, education and outreach tactics.
- Work with CPA to develop Trade Ally selection criteria and CPA will provide oversight, input, and final approval on Trade Ally selection. Trade Allies should meet ongoing minimum criteria (to be established), that may include maintaining current licensing, insurance, minimum customer service levels, safety records, etc.
- Facilitate Distributed Energy Resource Management systems (DERMS) integration of Trade Ally technologies to enable direct load control options.

Task 3 Anticipated Deliverable(s):

- Establishment of a Trade Ally Network with Quality Control and Assurance standards and protocols.
- Trade Ally selection criteria, and criteria for participants to maintain ongoing eligibility.
- Training plan for on-boarding Trade Allies and for providing ongoing support with a remote option to comply with local health and safety standards, if necessary.
- Online tracking system of participating Trade Allies to include company information, current licenses and insurance, contacts, etc.
 - The tracking system should include metrics for participants, including participation rates, pending and completed project information, and other metrics to be determined.
 - Tracking system data will be made available to CPA by regular reporting or other method.

Task 4: Program Implementation and Operations

Execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of CPA staff. These aspects will include, but are not limited to:

- Integration of Existing Pilot Customers: Work with CPA and Power Response pilot implementer to integrate existing pilot customers into the fully implemented program and transfer CAISO registration details if needed.
- Program Operations:
 - Customer verification, enrollment, and SCE Rule 24 meter data transfers
 - Management of enrolled resources utilizing universal DERMS platform
 - Customer pre-enrollment technological support
 - Deployment of mobile application for residential customer enrollment, event notifications, usage tracking, etc. This mobile application may be white-labeled for CPA Power Response.
 - Demand response events scheduling, dispatch, customer notifications, and performance reporting to CPA
 - Customer incentive payment verification, processing, and reporting
 - Customer service and communications conducted via an industry standard Customer Relationship Management (“CRM”) system or integration with existing or future CPA CRM systems.
 - Work with CPA Data Manager at direction of CPA staff to exchange customer data, process bill credits and coordinate customer service processes as needed

Task 4 Anticipated Deliverables

- Execution of Implementation Plan
- Successful integration of existing pilot customers to fully implemented program
- Successful enrollment of new customers to fully implemented program
- Event Performance Reporting

Task 5: Demand Response Provider (DRP) and Distributed Energy Resource Provider (DERP) Services

Successful Proposer will be, or retain the services of, a registered DRP/DERP to perform all necessary functions enabling CAISO market integration of CPA’s Demand Response Resource including:

- DRP/DERP services to bid demand response resource capacity in the CAISO day-ahead, real-time or ancillary services markets using the bidding strategy developed in consultation with CPA, as well as handling of the settlements process under CPA’s Scheduling Coordinator ID (See Task 6).

- CAISO registration of enrolled DER/DR resources via Demand Response Registration System (“DRRS”) and notification to customers of any third-party conflicts; customer assistance with conflict removal as needed
- Aggregation, management, and value analysis of enrolled DERs (“Demand Response Resource”) including analysis of market eligibility of Demand Response Resource by Sub LAP
- Event baseline and performance calculations for CPA’s Demand Response Resource
- Meter data management and telemetry services as needed
- Facilitate the submission of market inputs and receipt of dispatch notifications from the CAISO
- Provide monthly summary reports detailing CAISO transactions in a mutually agreed upon format, including customer and financial performance

Task 5 Anticipated Deliverables

- DR resource value analysis, updated as needed
- Event baseline and performance calculations
- Monthly CAISO transaction reporting

Task 6: Scheduling Services for Demand Response Resource

Successful Proposer will be, or retain the services of, a certified Scheduling Coordinator to perform the following functions for CPA’s Demand Response Resource(s):

- Utilizing the CPA SCID, perform all applicable required functions of a Scheduling Coordinator, including emergency operational actions, all scheduling and bidding functions in the applicable market(s), and RA and Supply Plan filings.
- Perform all CAISO and WECC scheduling functions for CPA in Day-Ahead and Real-Time markets on a 24/7, 365 days per year basis, for the Demand Response Resource, subject to market availability and operational limitations of the Demand Response Resource. Manage the interface with the CAISO for bidding the Demand Response Resource on CPA’s behalf
- Resource Management: At CPA’s discretion, execute bidding and dispatch strategies for CPA’s Demand Response Resource(s) to maximize the value of CPA’s resource portfolio in the CAISO market.
- Market Monitoring: Monitor CAISO market activities and communicate to CPA information pertaining to such CAISO market activities that may impact CPA or be of interest to CPA.
- Shadow Settlements and Reconciliation: Shadow settle all CAISO settlement statement versions; analyze discrepancies found between Proposer’s settlement statements and CAISO’s settlement statements and will report any significant discrepancies to CPA. Successful Proposer will be given parameters for further investigation of such discrepancies and filing of disputes with CAISO. For

discrepancies falling within CPA's parameters, Proposer should anticipate filing disputes at CPA's cost with CAISO on behalf of CPA, managing these disputes with CAISO, and providing regular status reports to CPA on all filed disputes as well as reviewing all additional CAISO settlement statements to verify CAISO has made requested changes to prior statements and verifying the accuracy of any additional CAISO charges and credits. Successful Proposer will receive from CAISO historic and real time data collected by CAISO from, or provided to CAISO by, CPA and be given access to CPA's SCID at CAISO to review CAISO's bills and settlement statements.

- Assist in data collection for CPA's regulatory reporting; timely provide to CPA all information that is reasonably requested by CPA for CPA's regulatory or governmental reports. CPA will be responsible for required state, federal or regional reports applicable to its licenses and business interests.

Task 6 Anticipated Deliverables:

- Reporting, including:
 - Performance / Settlements Reporting: Validate all CAISO invoices, including performing CAISO shadow settlements, and provide event validation reports for days in which Demand Response Resource bids were submitted (with month-to-date information) to CPA. Contractor will provide a monthly report detailing all historic charges and credits by charge code and by month.
 - Market Performance Reporting: Prepare and provide to CPA in a mutually agreed upon format event summary and monthly summary reports on Demand Response Resource performance metrics. Reports should include graphical representation of key metrics and underlying data.

Task 7: Overall Program Performance Tracking

- Meet regularly with CPA staff to review progress toward program goals and recommend necessary program adjustments
- Develop a dashboard that provides CPA staff with mutually agreed upon monthly reporting. Examples of potential reporting metrics/KPIs include:
 - Budget spend rates
 - Enrollment levels
 - Performance of marketing strategies and tactics including but not limited to impressions, conversion rates, etc.
 - Customer performance, aggregate kWh reductions, and avoided wholesale costs
 - Enrolled demand response resource financial valuation
- Develop data visualizations as requested by CPA staff

- Provide comprehensive quarterly and annual reports describing overall program performance.

Task 7 Anticipated Deliverables:

- Monthly, quarterly, and annual reporting as agreed upon in consultation with CPA staff

**ATTACHMENT B
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: _____

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

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

ATTACHMENT C
List of CPA MEMBER AGENCIES

County/City
Agoura Hills
Alhambra
Arcadia
Beverly Hills
Calabasas
Camarillo
Carson
Claremont
Culver City
Downey
Hawaiian Gardens
Hawthorne
LA County
Malibu
Manhattan Beach
Moorpark
Ojai
Oxnard
Paramount
Redondo Beach
Rolling Hills Estates
Santa Monica
Sierra Madre
Simi Valley
South Pasadena
Temple City
Thousand Oaks
Ventura City
Ventura County
West Hollywood
Westlake Village
Whittier

ATTACHMENT D SAMPLE CONTRACT

Attached is a sample CPA Agreement that will be negotiated between the CPA and selected Proposer. Additional terms and conditions will be incorporated dependent on circumstances, including scope of services, the space selected, any tenant improvement or allowance, and other factors.

Clean Power Alliance of Southern California

This Professional Services Agreement (this “Agreement”), dated and effective as of July 1, 2021 (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 runs a demand response program and seeks to bid in demand response resources into the CAISO market (collectively, the “Resource”), and CPA desires to retain a provider to perform certain Scheduling Coordinator and Demand Response Provider services, as specified below, and to market, implement, and scale a comprehensive Distributed Energy Resources based demand response program;

WHEREAS, Contractor is in the business of providing Scheduling Coordinator and Demand Response services, and ancillary or related services including a comprehensive distributed energy resource-based demand response program;

WHEREAS, CPA conducted a Request for Proposal (“RFP”), received [X] proposals, 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 and CPA desires to engage Contractor for these services;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

NOW, THEREFORE, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

AGREEMENT

1. Definitions.

- a. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- b. “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.
- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “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.
- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “CAISO Protocols” means the Tariff, Business Practice Manuals, and the governing rules of the CAISO’s operations.
- g. “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
Exhibit C – Payments and Rates
Exhibit D – Contractor’s Proposal Response
Exhibit E – Contractor Trader Restrictions

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, D, and E 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. Performance Obligations

- a. CPA SCID. CPA is a registered Scheduling Coordinator at CAISO and has its own SCID to be used for the purposes of this Agreement. CPA will maintain its SCID throughout

the term of the Agreement. Under this SCID, CPA will be receiving payments from and making payments to CAISO. Contractor shall work with CPA to manage any transaction sufficiently in advance of any applicable CAISO deadline for scheduling transactions.

- b. Contractor Performance Obligations. Contractor will perform the Services in a good, efficient, competent, and commercially reasonable manner, and in accordance with (i) all applicable industry practices (ii) instructions from CPA, (iii) all applicable laws, including CAISO Protocols, (iv) the terms of this Agreement and, (v) CPA 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. CPA will provide Contractor with written copies of such policies and protocols, and any amendments thereto. Contractor shall execute any required acknowledgements of such policies and protocols as those policies and protocols are amended from time to time.
- c. Data Transmission. The Contractor will perform necessary services to obtain necessary interval meter data, or telemetered data for applicable resources, for the purposes of conducting bidding and settlement activities.
- d. CAISO Payments. CPA shall be responsible for making any payments to CAISO.

5. Compensation.

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A [and Exhibit B], CPA shall make payment to Contractor based on [the time and material rates, not-to-exceed, or fixed fee] and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

6. Term.

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be thirty (30) months from the Effective Date ("Initial Term"). At the end of the Initial Term, CPA may renew, at its sole discretion, this Agreement for three (3) successive (12) month terms for a maximum of five and a half years (each 12-month term shall be referred "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").

7. Termination.

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA's best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Contractor,

at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

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

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

- c. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, those Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 6(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

8. Performance Assurance.

Within 30 days of the Effective Date of this Agreement, Contractor shall post a Letter of Credit in a form acceptable to CPA in the amount of sixty thousand dollars (\$60,000). CPA may draw on the Letter of Credit to cover unpaid amounts, amounts owed to CPA, or other obligation or liability incurred by CPA as a result of Contractor's performance or lack of performance under this Agreement, including damages. In the event CPA draws upon the

Letter of Credit, Contractor shall replenish the Letter of Credit, within five (5) business days, up to the sixty-thousand dollar amount.

9. Contract Materials.

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

10. 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.

11. Relationship of Parties.

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 constitute 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.

12. Confidential Information.

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below.
- b. Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of

- the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.
- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not Confidential Information.
 - d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

13. Trading Restrictions

Contractor shall not compete with or against CPA or use information it obtains from CPA for its own account or for the account of others. Contractor shall issue to its traders the trading restrictions shown in the attached Exhibit E. Contractor shall instruct its traders to follow the attached restrictions or face disciplinary actions, including but not limited to the actions specified in Exhibit E. Within 30 days of the Effective Date, Contractor shall add the directives specified in Exhibit E to Contractor's operational controls, risk policy, risk management protocols or manuals, or any other applicable process involving trading or risk management. Contractor shall inform CPA of any violations of the trading restrictions in Exhibit E no later than 10 days following the discovery of the violation and Contractor's actions with respect to traders who may have violated such restrictions. Beginning on the Effective Date and semiannually thereafter, Contractor shall provide CPA with a letter signed by Contractor's

Controller or equivalent confirming compliance with this section in a form acceptable to CPA. **Contractor agrees and acknowledges that this provision is an express and absolute condition of this Agreement, is bargained for consideration, and is not a mere recital. Any violation of this Section 13 shall constitute a material breach of this Agreement.**

14. Insurance.

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

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

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

a. General Liability

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

b. Auto Liability

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

c. Workers' Compensation

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

d. Professional Liability Insurance

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

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

15. Indemnification.

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

16. Independent Contractor.

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that

may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.

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

17. Compliance with Applicable Laws.

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

18. 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.

19. 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 to any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

20. 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, Executive Director

Address: 801 S Grand, Suite 400
Telephone: 213-269-5890
Email: tbardacke@cleanpoweralliance.org

In the case of Consultant, to:

Name/Title: _____
Address: _____
Telephone: _____
Email: _____

21. 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.

22. 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.

23. Retention of Records and Audit Provision.

- a. Records Retention. 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.
- b. Contract Compensation Audits. 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.
- c. Settlement Audits. CPA has the right, at its sole discretion and upon reasonable written notice to Contractor, to examine copies of the relevant portions of the records as necessary to verify the accuracy of any invoice, charge, or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoice and the payments will be promptly made together with interest at the prevailing interest rate, if applicable, from the original date of payment. In addition, adjustments to any invoice may be made up to four (4) years

from the date that the particular Services were completed to adjust for (a) corrections made by CAISO to prior CAISO statements and (b) tax claims. This paragraph of this Agreement survives any termination of the Agreement for a period of four (4) years from the date of such termination of this Agreement for the purpose of the right to examine records and such invoice and payment objections and corrections.

24. Conflict of Interest.

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

[Signatures on the next page]

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

Clean Power Alliance of Southern California

By: _____

Title:

By: _____

Title:

Exhibit E

Contractor takes seriously its legal and compliance obligations and maintains a risk policy manual that instructs Contractor's traders as to what activities are allowable or not allowable due to either Contractor's own internal policies or its external compliance obligations.

All Contractor traders with access to Confidential Information or CPA Materials must follow all of the following directives immediately upon commencement of service to CPA:

- Contractor's traders are to treat CPA as a valued customer.
- Contractor's traders shall treat the Confidential Information or CPA Materials and use their best efforts to treat such information or materials as confidential, sensitive, and proprietary.
- Contractor's traders shall not use any Confidential Information or CPA Materials to either support transactions with third parties, to manage the resources of other customers, to complete with or against CPA, or to benefit Contractor's own trading portfolio.

Contractor shall add this directive as an operational control limit to Contractor's risk policy or manual, and therefore is subject to the same requirements as Contractor's risk policy. Any failure by a trader or other Contractor personnel to follow the requirements stated in Contractor's risk policy or manual will result in disciplinary action by Contractor management, including written reprimands, docking of wages, loss of trader bonus eligibility, suspension, and/or termination of employment.

Traders who have questions about the applications of these instructions should contact their supervisor.

**ATTACHMENT E
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Government Code Section 84308

In accordance with California law, bidders and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and **further prohibits any campaign contribution of more than \$250 from being made for three (3) months following the date of the final decision by the CPA Board.** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Exhibit A. **Please note that Exhibit A may change from time to time. It is the contractor's or bidder's responsibility to comply with Section 84308.**

* * * * *

Every bidder or contractor must disclose as follows:

Section 1

Bidder/Contractor (Legal Name) _____.

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

*Attach additional pages, if necessary

Section 2

Has Contractor or Bidder (identified in Section I) and/or any parent, subsidiary, or

affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

Section 3

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

I, _____, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements, including any continuing compliance obligations. I declare the foregoing disclosures to be true and correct.

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

County/City	Regular Directors
1. Agoura Hills	Deborah Klein Lopez
2. Alhambra	Jeff Maloney
3. Arcadia	Sho Tay
4. Beverly Hills	Julian Gold
5. Calabasas	Mary Sue Maurer
6. Camarillo	Susan Santangelo
7. Carson	Jawane Hilton
8. Claremont	Corey Calaycay
9. Culver City	Daniel Lee
10. Downey	Sean Ashton
11. Hawaiian Gardens	Myra Maravilla
12. Hawthorne	Alex Monteiro
13. LA County	Sheila Kuehl
14. Malibu	Mikke Pierson
15. Manhattan Beach	Hildy Stern
16. Moorpark	Janice Parvin
17. Ojai	Betsy Stix
18. Oxnard	Bert Perello
19. Paramount	Vilma Cuellar Stallings
20. Redondo Beach	Christian Horvath
21. Rolling Hills Estates	Steve Zuckerman

22. Santa Monica	Kevin McKeown
23. Sierra Madre	Robert Parkhurst
24. Simi Valley	Ruth Luevanos
25. South Pasadena	Diana Mahmud
26. Temple City	Fernando Vizcarra
27. Thousand Oaks	Bob Engler
28. City of Ventura	Sofia Rubalcava
29. Ventura County	Linda Parks
30. West Hollywood	Lindsey Horvath
31. Westlake Village	Kelly Honig
32. Whittier	Fernando Dutra

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)
1. Agoura Hills	Linda Nothrup
2. Alhambra	Sasha Perez
3. Beverly Hills	Robert Wunderlich
4. Calabasas	David Shapiro
5. Camarillo	Sean Mulchay
6. Camarillo	Tony Trembley
7. Carson	Cedric L. Hicks Sr.
8. Claremont	Jennifer Stark
9. Culver City	Yasmine-Imani McMorrin
10. Downey	Catherine Alvarez

11. Downey	Mario Trujillo
12. LA County	Holly Mitchell
13. Malibu	Steve Uhring
14. Manhattan Beach	Richard Montgomery
15. Ojai	William Weirick
16. Oxnard	Vianey Lopez
17. Paramount	Isabel Aguayo
18. Rolling Hills Estates	Debby Stegura
19. Simi Valley	Keith Mashburn
20. South Pasadena	Michael Cacciotti
21. Temple City	William Man
22. Temple City	Tom Chavez
23. City of Ventura	Mike Johnson
24. Ventura County	Carmen Ramirez
25. West Hollywood	Lauren Meister
26. Westlake Village	Brad Halpern
27. Whittier	Henry Bouchot