

TASK ORDER

Clean Power Alliance Brand Campaign

I. TASK ORDER SUMMARY

Clean Power Alliance (“CPA”) is seeking proposals from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to help raise CPA’s brand awareness, increase engagement, and educate both customers and stakeholders about their collective contributions to making Southern California, cleaner, healthier, and more resilient. The Proposer(s) will develop and implement a fresh and exciting creative brand and engagement campaign by celebrating CPA’s fifth anniversary, providing media buying and reporting services, and event creation/management.

II. ABOUT CLEAN POWER ALLIANCE

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have joined together to provide cleaner electricity at competitive rates, offering a choice in electricity service providers for the first time to over 1 million customers in our region.

III. TASK ORDER BACKGROUND

CPA leads the nation in serving the most customers with 100% renewable energy and is the fourth largest electricity provider in California. While CPA serves more than three million customers in 32 communities across Los Angeles and Ventura counties, recent market research found CPA has a 2% unaided brand awareness. As CPA enters its fifth year of serving customers, it is vital for CPA to share its story, raise its profile, and educate its communities, stakeholders, and public that since 2018 CPA’s partner communities and residential and business customers have avoided 928,000 metric tons of greenhouse gas emissions. CPA continues to invest in innovative programs that advance the green economy, enhance community resiliency, improve public health, and provide opportunities for customers to actively participate in the transition to a decarbonized electricity system and a sustainable clean energy future.

Growing awareness of CPA will help establish CPA’s leadership position in clean energy, foster understanding and trust, and create demand for CPA as a preferred energy provider. Awareness will assist with employee, contractor, and program recruitment and support CPA’s goals of providing customers with a competitive choice of electricity and clean energy options that reduce greenhouse gas emissions and stimulate renewable energy development.

IV. TASK LIST

A. Task 1: Commercial and Residential Customer Awareness and Engagement Campaign

1. Provide creative development of CPA’s awareness and anniversary campaign. The in-culture and in-language campaign will raise brand awareness and foster excitement and engagement (provided in three languages: English, Spanish and simplified Chinese/Mandarin or Cantonese). CPA will manage translations, print, photography, and postage costs.
 - a. Develop awareness campaign, including copy, design, and production of the following assets:
 1. One (1) out-of-home awareness and community commitment concept and final print mechanicals.
 2. One (1) radio script raising CPA awareness and illustrating community commitment.

3. Copy and layout for three (3) brochures in English, Spanish, and Simplified Chinese, highlighting CPA's collective contributions to making Southern California cleaner, healthier, and more resilient.
 4. One (1) 6 x 11 postcard copy and layout highlighting CPA's collective contributions to making Southern California cleaner, healthier, and more resilient.
 5. Two (2) digital banner awareness concepts (horizontal and vertical) with up to 16 resizes.
 6. Three (3) one (1) minute digital animated videos highlighting CPA's five-year collective contributions to making Southern California cleaner, healthier, and more resilient (in English with English subtitles, English with Spanish subtitles, and English with Simplified Chinese subtitles).
 - Three (3) thirty (30) second cut downs in English, Mandarin, and Spanish.
- b. Develop engagement tactics, including copy and design for social media, fifth-anniversary landing page, and three (3) emails, including:
1. One (1) fifth-anniversary landing page design to host digital video (video should not be part of landing page cost) and an interactive infographic highlighting CPA's collective accomplishment experience.
 2. One (1) email to CPA's residential customers celebrating CPA's five-year collective contributions to Southern California and highlighting residential customer programs.
 3. One (1) email to CPA's commercial customers celebrating CPA's five-year collective contributions to Southern California and highlighting residential customer programs.
 4. One (1) email to CPA's stakeholders celebrating five-year collective contributions to making Southern California, cleaner, healthier, and more resilient.
 5. Copy for two (2) Facebook/Instagram stories, with design and hashtags celebrating CPA's five-year collective contributions to making Southern California cleaner, healthier, and more resilient.
 6. Copy for two (2) LinkedIn posts, with design and hashtags celebrating CPA's five-year collective contributions to making Southern California, cleaner, healthier, and more resilient.
 7. Copy for one (1) Twitter post, with design and hashtags celebrating CPA's five-year collective contributions to making Southern California, cleaner, healthier, and more resilient.
2. Provide traditional and digital media services, including supporting the brand and engagement creative campaigns by developing a media strategy for up to six (6) months targeting CPA's 32 communities. The media mix will target CPA's stakeholders, residential customers, and commercial customers in three (3) languages (English, Spanish and simplified Chinese/Mandarin, or Cantonese), and include the following:
- a. Media planning, negotiations, and buying.
 1. Radio media buy in up to three (3) languages for Los Angeles and Ventura County.
 2. Out-of-home media buy in up to eight (8) key CPA communities which will be determined by CPA according to price and impressions.
 3. Awareness banners in local digital publishers with a footprint in Los Angeles and Ventura Counties.

4. Facebook/Instagram content targeting CPA's customers and community leaders.
5. LinkedIn social buy targeting CPA's 32 community leaders (civic and community organizations).
6. Monthly media reporting, including analyzing metrics and recommendations for optimizations.

Task 1 Deliverables:

- Completion of the creative development of CPA's awareness and anniversary campaign as set forth in Task 1.1.
- Completion of the traditional and digital media services as set forth in Task 1.2.

B. Task 2: External Stakeholder Education and Engagement Campaign

1. Develop a brand ambassador toolkit. The toolkit will improve CPA's brand recognition and accomplishments in Los Angeles and Ventura County, and include:
 - a. Brochure highlighting CPA's mission, clean air impact, and community reinvestments.
 - b. Program factsheet highlighting CPA's twelve (12) programs.
 - c. CPA five-year anniversary poster design and copy.
 - d. Design for promotional items, including a folder, and merchandise (t-shirt, canvas bag, and stickers).
2. Manage the five-year anniversary kick-off event (event activation cost will be paid by CPA, including venue AV, signage, printing, catering).
 - a. Scout, recommend and secure venue with a capacity for 100-150.
 - b. Secure catering, AV, décor and make recommendations of any additional items needed for successful event execution.
 - c. Work with CPA staff to compile and manage the attendee list.

Task 2 Deliverables:

- Brand ambassador toolkit to include brochure, social media content, program factsheet, and fifth-anniversary poster as set forth in Task 2.1.
- Completion of coordination for the ambassador kick-off event as set forth in Task 2.2.

C. Task 3: Community Activation

1. Design a welcoming and educational booth experience targeted at growing CPA's community engagement (print and giveaway costs will be managed by CPA).
 - a. Create a 10 x 10 booth activation concept, including activities and giveaways to help increase booth engagement.

Task 3 Deliverable:

- Completion of the 10x10 booth and experience design as set forth in Task 3.1.

D. Task 4: Redesign Key Website Pages

1. Update up to six (6) key webpages with new graphics, copy edits, and development to help support CPA's brand and fifth-anniversary messaging. CPA will manage translations and photography costs.
 - a. The potential webpages for redesign include:
 1. Homepage.
 2. About Us.

3. Residential -Your Options.
4. Residential Rates.
5. Commercial Rates.
6. Commercial Your Options.

Task 4 Deliverable:

- Completion of webpage redesign for up to six (6) webpages, as set forth in Task 4.1.

V. PROJECT SCHEDULE AND COORDINATION

Each task listed in Section IV, above, will be undertaken in close coordination with CPA’s project team. The consultant will discuss initial findings or approaches for each task with CPA’s project team before developing final work products in order to avoid rework. CPA’s project team will provide timely feedback and input in developing the work product.

Note that these dates are subject to change and are intended to be used as a guide only.

Date	Action
Week of March 27th	Branding and engagement campaign roll-out begins including homepage website assets.
Week of April 1 st	Media buying to commence.
Week of April 10th	CPA 5 th anniversary website development begins.
Month of May	Ambassador kick-off event.

A. TASK ORDER SOLICITATION SCHEDULE

- **January 20, 2023:** Task Order released.
- **January 25, 2023, by 4:00 PM (PST):** Deadline to submit questions to CPA. Please submit questions to contracting@cleanpoweralliance.org and cc: araimondo@cleanpoweralliance.org.
- **January 31, 2023, by 5:00 PM (PST):** CPA to release responses to proposer questions on its website at www.cleanpoweralliance.org/
- **February 3, 2023, by 4:00 PM (PST):** Deadline for bidder Proposals to Task Order solicitation.
- **No later than February 10, 2023:** CPA to notify selected Proposer(s).
- **After March 2, 2023:** Task Order executed, and selected Proposer(s) begin work.

VI. PROPOSER QUESTIONS & CPA RESPONSES

Potential Proposers may submit questions regarding this Task Order by sending an email to contracting@cleanpoweralliance.org with a copy to araimondo@cleanpoweralliance.org. All questions must be received by **4:00 PM (PST)** on **January 25, 2023**. When submitting questions, please specify which section of the Task Order you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions within 3 business days after the deadline for question to CPA’s website at: <https://cleanpoweralliance.org/contracting-opportunities/>.

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.

VII. BUDGET

Pricing should be proposed on a fixed price basis. Subconsultant costs, if applicable, should be broken out separately. In its cost proposal, Proposer should budget for regular check-in calls with CPA staff.

A. COSTS

Qualified bidders should include costs broken out separately by the following task grouping:

- Task 1 Commercial and Residential Customer Awareness and Engagement Campaign
- Task 2 External Stakeholder Education and Engagement Campaign
- Task 3 Community Activation
- Task 4 Redesign Key Website Pages

CPA reserves the right to select bidders for one or all tasks and may select multiple bidders to cover different tasks.

VIII. PROPOSAL REQUIREMENTS

Proposals shall include the following components:

- Overall approach to the work
- Detailed project schedule and milestones
- Detailed workplan for completion of deliverables
- List of subconsultants, if applicable, and roles by task
- Examples of similar projects and processes
- Cost, including list of personnel with titles and rates
- Completed Vendor Campaign Contribution Disclosure Form (Exhibit D5)
- Signed Public Records Act Letter Agreement (Exhibit D6)

These components will be the basis for developing a Statement of Work that will constitute the contractual obligation of process, timing, and deliverables provided by the selected Proposer.

IX. RESERVATION OF RIGHTS

CPA may, at its sole discretion, accept or reject any or all submittals submitted in response to this task order. CPA also may, in its sole discretion, make no award for this task order or cancel this task order in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with a task order 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 submittals, and to negotiate with any or all qualified Proposers.

CPA shall not be liable for any costs incurred by the qualified Proposer in connection with the preparation and submission of any submittal. CPA reserves the right to waive inconsequential disparities in a qualified Proposer's submission. CPA has the right to amend the task order, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in this 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 task order. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the submittal 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 task order at a future date.

X. CONFIDENTIALITY AND PUBLIC RECORDS

Proposals submitted for this task order shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The selected Bidder's proposal 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 Bidder 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.

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", Bidder 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 Bidder 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.

XI. 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. Bidders are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Bidders are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered that the a prospective 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.

XII. TASK ORDER CONTACT

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



EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION

CPA's PROJECT DIRECTOR:

Name: Cara Rene
Title: Director, Communications & Marketing
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 910-0015
E-Mail Address: crene@cleanpoweralliance.org



**EXHIBIT B
CONTRACTOR ADMINISTRATION**

Task Order No. XX

CPA Master Agreement No. XX

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____



**EXHIBIT C
SAMPLE TASK ORDER FORMAT**

**MASTER AGREEMENT TASK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ CPA Master Agreement No. _____

Project Title: _____

Period of Performance: _____

CPA PROJECT DIRECTOR: _____

CPA TASK ORDER MANAGER _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that CPA shall pay Contractor for all deliverables to be provided under this Task Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____



B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Statement of Work notwithstanding the fact that total payment from CPA for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Task Order to:

Clean Power Alliance
Attn: Accounts Payable
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017

IV. SERVICES

In accordance with Master Agreement Section 2, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Task Order, and/or that utilizes personnel not specified in this Task Order, and/or that exceeds the Total Maximum Amount of this Task Order, and/or that goes beyond the expiration date of this Task Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS TASK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS TASK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Task Order document confirms Contractor's awareness of the terms and conditions of the Master Agreement and specifically with the provisions of Section 2 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Task Order, and/or
- B. That utilizes personnel not specified in this Task Order, and/or
- C. That exceeds the Total Maximum Amount of this Task Order, and/or
- D. That goes beyond the expiration date of this Task Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY CLEAN POWER ALLIANCE PERSONNEL WHATSOEVER.

 CONTRACTOR

By: _____

Name: _____

Title: _____

 CLEAN POWER ALLIANCE

BY: _____

Name: _____

Title: _____

EXHIBIT D

**FORMS REQUIRED FOR EACH TASK ORDER
BEFORE WORK BEGINS**

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D4 CONTRACTOR/SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D5 CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM
- D6 CALIFORNIA PUBLIC RECORDS ACT ACKNOWLEDGEMENT AND AGREEMENT



**EXHIBIT D1
CERTIFICATION OF EMPLOYEE STATUS**

CONTRACTOR NAME: _____

Task Order No. __ CPA Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) Contractor's employee(s) or subcontractor; (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below or for its subcontractor (if applicable) for the entire time period covered by the attached Task Order. The Contractor shall be solely responsible for any and all payments to its employees or subcontractor

EMPLOYEES/SUBCOTRACTOR

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date



**EXHIBIT D2
CERTIFICATION OF NO CONFLICT OF INTEREST**

CONTRACTOR NAME: _____

Task Order No. ___ CPA Master Agreement No. _

The Clean Power Alliance will not contract with, and shall reject any response to the Pre-Qualification RFQ submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of CPA or staff of any of the members or members of the Board of CPA.
2. Profit-making firms or businesses in which its employees may have participated in the preparation of the bid or proposal of the Task Order.

Contractor hereby declares and certifies that no Contractor personnel, nor any other person acting on Contractor's behalf, including any subcontractors, who prepared and/or participated in the preparation of the bid or proposal submitted for the Task Order specified above, has a conflict that would prevent them from completing the Task Order.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date



**EXHIBIT D3
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name _____

Task Order No. _____ CPA Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the Clean Power Alliance to provide certain services to CPA. Contractor is required to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, subcontractors, and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of CPA for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the CPA and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with CPA, including advanced meter infrastructure data or similarly sensitive or confidential information. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with CPA. CPA has a legal obligation to protect all such confidential data and information in its possession, especially advanced meter data, or similar sensitive or confidential data and information. Contractor and Contractor's Staff understand that if they are involved in CPA work, CPA must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for CPA.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the CPA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to CPA Project Director.

Contractor and Contractor's Staff agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or CPA employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other CPA vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality and Acknowledgement Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that CPA may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ TITLE _____



**EXHIBIT D4
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

Contractor Name: _____

Employee/Subcontractor Name: _____

Task Order No. _____

CPA Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the CPA to provide certain services to CPA. CPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the CPA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of CPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of CPA, any such investigation shall result in my immediate release from performance under this and/or any future agreements with the CPA.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by CPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA, including advanced meter infrastructure data and similarly sensitive information. In addition, I may also have access to proprietary information supplied by other vendors doing business with CPA. The County has a legal obligation to protect all such confidential data and information in its possession, especially advanced meter infrastructure data or similarly sensitive confidential data and information. I understand that if I am involved in CPA work, CPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for CPA. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and CPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or CPA employees who have a need to know the information. I agree that if proprietary information supplied by other CPA vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



**EXHIBIT D5
CAMPAIGN CONTRIBUTIONS 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 a campaign contribution 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 Attachment 1.

* * * * *

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 1) 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. I declare the foregoing disclosures to be true and correct.

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

**Exhibit D5 - Attachment 1
REGULAR DIRECTORS**

Member Agency	Regular Directors	Title
Agoura Hills	Deborah Klein Lopez	Councilmember
Alhambra	Jeff Maloney	Councilmember
Arcadia	Michael Cao	Councilmember
Beverly Hills	Julian Gold	Councilmember
Calabasas	VACANT	
Camarillo	Susan Santangelo	Councilmember
Carson	Cedric Hicks	Councilmember
Claremont	Corey Calaycay	Councilmember
Culver City	Albert Vera	Councilmember
Downey	Mario Trujillo	Councilmember
Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
Hawthorne	Alex Monteiro	Councilmember
Los Angeles County	Lindsey Horvath	Supervisor, 3 rd District
Malibu	VACANT	
Manhattan Beach	Amy Howorth	Councilmember
Moorpark	Renee Delgado	Councilmember
Ojai	Betsy Stix	Mayor
Oxnard	Bert Perello	Councilmember
Paramount	Vilma Cuellar Stallings	Councilmember
Redondo Beach	Christian Horvath	Councilmember
Rolling Hills Estates	VACANT	
Santa Monica	Gleam Davis	Councilmember

Sierra Madre	Robert Parkhurst	Councilmember
Simi Valley	VACANT	
South Pasadena	VACANT	
Temple City	Fernando Vizcarra	Councilmember
Thousand Oaks	David Newman	Councilmember
City of Ventura	Liz Campos	Councilmember
Ventura County	Vianey Lopez	Supervisor, 5 th District
West Hollywood	John Erickson	Councilmember
Westlake Village	Ned Davis	Councilmember
Whittier	Fernando Dutra	Councilmember

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
Agoura Hills		
Alhambra	Adele Andrade-Sadler	Councilmember
Beverly Hills		
Calabasas	David Shapiro	Councilmember
Camarillo	Martin Martinez-Bravo Tony Trembley	Councilmember Councilmember
Carson	Jim Dear	Councilmember
Claremont	Jennifer Stark	Councilmember
Culver City	Yasmine-Imani McMorrin	Councilmember
Downey	Catherine Alvarez	Councilmember
Los Angeles County		
Malibu	Steve Uhring	Councilmember
Manhattan Beach	David Lesser	Councilmember

Moorpark		
Ojai		
Oxnard		
Paramount	Isabel Aguayo	Councilmember
Redondo Beach	Toff Lowenstein	Councilmember
Rolling Hills Estates	Debby Stegura	Councilmember
Simi Valley	Fred Thomas	Councilmember
South Pasadena	Michael Cacciotti	Mayor Pro Tem
Temple City	William Man Tom Chavez	Councilmember
City of Ventura	Mike Johnson	Councilmember
Ventura County	Janice Parvin	Supervisor, 4 th District
West Hollywood		
Westlake Village	Susan McSweeney	Councilmember
Whittier	Octavio Martinez	Councilmember



EXHIBIT D6
CALIFORNIA PUBLIC RECORDS ACT
CALIFORNIA PUBLIC RECORDS ACT ACKNOWLEDGEMENT AND AGREEMENT

The undersigned duly authorized representative, on behalf of (Contractor), acknowledges and agrees to the following:

The contents of its proposal in response to the Task Order solicitation, the contract and any documents pertaining to the performance of the Task Order resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information it believes are confidential or proprietary, the Clean Power Alliance (CPA) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the responsibility of the Contractor to provide to CPA the specific legal grounds on which CPA can rely in withholding information requested under the California Public Records Act, should CPA choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a specific and complete legal basis, including applicable case law that establishes the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by CPA, CPA will release the information as required by the California Public Records Act and the Contractor will hold CPA harmless for release of this information.

It will be Contractor's obligation to defend, at Contractor's expense, any legal actions or challenges seeking to obtain from CPA any information requested under the California Public Records Act withheld by CPA at the Contractor's request.

Furthermore, the Contractor shall indemnify CPA and hold it harmless for any claim or liability, and defend any action brought against CPA, resulting from CPA's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for CPA to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Name of Firm

Signature of Authorized Representative

Print Name and Title of Signatory

Date



EXHIBIT E
EXECUTED TASK ORDERS