

TASK ORDER

Technical Energy Procurement Services

I. TASK ORDER SUMMARY

Clean Power Alliance (“CPA”) is seeking proposals from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) for technical energy procurement services to support CPA’s 2023 Clean Energy and Reliability Requests for Offer (“RFO”), as well as CPA’s Power Share and Power Ready programs, including RFO administration, offer evaluation, selection, and negotiation.

II. ABOUT CLEAN POWER ALLIANCE

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority to provide clean energy options at competitive rates to more than 1 million customers. CPA is now comprised of 35 local member agencies across Los Angeles and Ventura Counties that have joined together to offer a choice in electricity service providers to more than three million residents and businesses.

III. TASK ORDER BACKGROUND

CPA is soliciting competitive proposals to meet its portfolio needs and achieve compliance with various California Public Utilities Commission (“CPUC”) Procurement Orders and Resource Adequacy (“RA”) requirements.

On June 9, 2023, CPA launched its 2023 Clean Energy and Reliability RFO. In support of the RFO, CPA engaged a consultant (the “RFO Consultant”) to provide solicitation design, RFO administration, and offer evaluation and selection. The selected Proposer shall work with CPA staff and the RFO Consultant to administer the RFO.

Relative to prior CPA RFOs, the 2023 Clean Energy and Reliability RFO has expanded product categories, and now includes RA Only and Thermal Energy Resources along with renewable and energy storage technologies. Additionally, CPA has implemented several changes to RFO requirements and processes such as a “fast-track” process for contract negotiations. CPA has other energy procurement RFOs in progress and similar evaluation, selection and negotiation expertise may be requested in support those programs.

CPA is seeking proposals from qualified Proposers to provide technical energy services for this solicitation, as described in the task list below. Services under this Task Order are expected to continue for three (3) months but may be extended upon agreement of the parties.

IV. TASK LIST

A. Task 1: RFO Administration Services

1. As directed by CPA, work as the RFO lead with CPA’s RFO Consultant to evaluate project offers, including, but not limited to:
 - a. Ensuring project offers are complete and conforming with CPA’s RFO protocol.
 - b. Conducting due diligence, which may include qualitative and quantitative components of the project offers.
 - c. Reviewing “fast-track” requests for need and providing recommendations on which offers to advance in the “fast-track” process.
 - d. Working with the RFO Consultant to manage communications and the Q&A process with bidders.

- e. Meeting with CPA’s project team weekly and ensuring key questions and decision points are brought to the CPA project team.
- f. Providing project management for the solicitation process to ensure key dates are met.

Task 1 Deliverables:

- Completion of the RFO administration services as set forth above, including regular written summaries and communications to ensure that CPA’s project team is informed on each step of the process.

B. Task 2: Offer Selection and Negotiation

1. Working with the RFO Consultant and CPA’s project team, develop an offer shortlist, based on RFO evaluation criteria and CPA’s portfolio needs.
2. With support from legal counsel and CPA’s project team, commence negotiations for offers selected to proceed in the “fast-track” process.

Task 2 Deliverables:

- Completion of the offer selection and negotiation activities as set forth above, including creation of offer shortlist and development of turns of the applicable contract(s) with support of legal counsel.

C. Task 3: Development of Materials for CPA Review, Board, and Committee Meetings

1. Develop materials for CPA internal review as well as for CPA Board, Energy and Review Committee meetings, as directed by CPA.
 - a. Materials may include, but are not limited to, staff reports, Power Point Presentations, and related documents.

Task 3 Deliverables:

- Completed materials as set forth above, including staff reports, Power Point Presentations, and related documents.

V. PROJECT SCHEDULE AND COORDINATION

Each task listed in Section IV above will be undertaken in close coordination with CPA’s project team. The contractor 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.

The key events for CPA’s 2023 Clean Energy and Reliability RFO are listed below for illustrative purposes only and are subject to change. Not all action items are anticipated to fall within the term of this Task Order.

Note: rows shaded in grey are milestones related to CPA’s Board of Director’s meeting schedule.

Key Event Dates (2023-2024)	Action
May 4, 2023	CPA Board Meeting - Board approves Clean Energy RFO Services Task Order (if needed)

May 9, 2023	Task Order kick-off with RFO Consultant
May 12, 2023	Complete Task 1: Solicitation design
May 19, 2023	Complete Tasks 2.1 and 2.2: Finalize bidder materials
May 23, 2023	Complete Task 2.3: Launch RFO
May 31, 2023	Complete Task 2.4: Conduct RFO Webinar
June 16, 2023	Close Q&A bidder submission window
June 28, 2023	Complete Task 2.5: Post Q&A responses
July 7, 2023	Offers Due
July 19, 2023	Task 3.1: Complete QA/QC of RFO responses and Task 3.3: Longlist Summary
July 26, 2023	CPA Energy Committee – Review RFO Longlist trends
August 2023	Complete 3.3: Perform individual contract and portfolio analysis and 3.4 Valuation Ranking
Early September 2023	Shortlist selection recommendation by CPA’s RFO review team
Mid-November 2022	CPA Energy Committee – Approve shortlist
September 2023 – January 2024	Task 4: Ongoing valuation support as needed through PPA negotiations
February 8, 2024	CPA Board meeting - Approve negotiated PPAs

A. TASK ORDER SOLICITATION SCHEDULE

- **June 23, 2023:** Task Order released.
- **June 28, 2023, by 4:00 PM (PST):** Deadline to submit questions to CPA. Please submit questions to contracting@cleanpoweralliance.org and cc: lsaxby@cleanpoweralliance.org.
- **June 30, 2023, by 5:00 PM (PST):** CPA to release responses to proposer questions on its website at www.cleanpoweralliance.org.
- **July 7, 2023, by 4:00 PM (PST):** Deadline for Proposals to Task Order solicitation. Please submit Proposals to contracting@cleanpoweralliance.org.
- **July 10-14, 2023:** CPA evaluates Proposals, selects Proposer(s), and if appropriate, negotiates final Task Order(s).
- **No later than July 17, 2023:** Task Order(s) 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 lsaxby@cleanpoweralliance.org. All questions must be received by **4:00 PM (PST)** on **June 28, 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 may be proposed on either a time and materials basis (with a not-to-exceed amount specified) 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 Proposers should include costs broken out separately by the following task grouping:

- Task 1.
- Task 2.
- Task 3.

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

VIII. PROPOSAL REQUIREMENTS

Proposals shall include the following components:

- Overall approach to the work.
- 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 Proposer'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 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.

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.

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. Proposers are required to review all applicable conflict of interest 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/>.

You may not contact or receive information outside of this RFP process. If it is discovered that 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 lsaxby@cleanpoweralliance.org.



EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION

CPA's PROJECT DIRECTOR:

Name: Lindsay Saxby
Title: Vice President, Power Supply
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 280-4011
E-Mail Address: lsaxby@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
MASTER AGREEMENT TASK ORDER
(TIME AND MATERIALS 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 Services detailed in the Task Order attached hereto as Exhibit __, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category _____

Name _____ @ \$____./hour.

Name _____ @ \$____./hour.

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Task Order shall not exceed _____ Dollars (\$_____).

B. Contractor shall invoice CPA only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor personnel under this TASK ORDER, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Statement of Work notwithstanding the fact that total payment from CPA shall not exceed the Total Maximum Amount.

D. 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 (Work), 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 (Work) of the Master Agreement, which establishes 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

CLEAN POWER ALLIANCE

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

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 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 are 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. §18438.5):

*Attach additional pages, if necessary

Section 2

Has Contractor or Proposer (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/Proposer 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: _____

Attachment 1

REGULAR DIRECTORS

	Member Agency	Regular Directors	Title
1	Agoura Hills	Deborah Klein Lopez	Councilmember
2	Alhambra	Jeff Maloney	Councilmember
3	Arcadia	Michael Cao	Councilmember
4	Beverly Hills	Julian Gold	Councilmember
5	Calabasas	David Shapiro	Councilmember
6	Camarillo	Susan Santangelo	Councilmember
7	Carson	Cedric Hicks	Councilmember
8	Claremont	Corey Calaycay	Councilmember
9	Culver City	Albert Vera	Mayor
10	Downey	Mario Trujillo	Councilmember
11	Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
12	Hawthorne	Alex Monteiro	Councilmember
13	Los Angeles County	Lindsey Horvath	Supervisor, 3rd District
14	Malibu	Marianne Riggins	Councilmember
15	Manhattan Beach	Amy Howorth	Councilmember
16	Moorpark	Renee Delgado	Councilmember
17	Ojai	Betsy Stix	Mayor
18	Oxnard	Bert Perello	Councilmember
19	Paramount	Vilma Cuellar Stallings	Councilmember
20	Redondo Beach	Christian Horvath	Councilmember
21	Rolling Hills Estates	Debby Stegura	Councilmember
22	Santa Monica	Gleam Davis	Councilmember
23	Sierra Madre	Robert Parkhurst	Councilmember
24	Simi Valley	Rocky Rhodes	Councilmember
25	South Pasadena	Jon Primuth	Councilmember
26	Temple City	Fernando Vizcarra	Councilmember
27	Thousand Oaks	David Newman	Councilmember
28	City of Ventura	Liz Campos	Councilmember
29	Ventura County	Vianey Lopez	Supervisor, 5th District
30	West Hollywood	John Erickson	Councilmember
31	Westlake Village	Ned Davis	Councilmember
32	Whittier	Fernando Dutra	Councilmember

ALTERNATE DIRECTORS

	Member Agency	Alternate Directors	Title
1	Agoura Hills	Illece Buckley Weber	Councilmember
2	Alhambra	Sasha Renee Perez	Councilmember
3	Arcadia	-	-
4	Beverly Hills	-	-
5	Calabasas	Ed Albrecht	Councilmember
6	Camarillo	Martita Martinez-Bravo Tony Trembley	Councilmember Councilmember
7	Carson	Jim Dear	Councilmember
8	Claremont	Jennifer Stark	Councilmember
9	Culver City	Yasmine-Imani McMorrin	Councilmember
10	Downey	-	-
11	Hawaiian Gardens	-	-
12	Hawthorne	-	-
13	Los Angeles County	-	-
14	Malibu	Steve Uhring	Councilmember
15	Manhattan Beach	David Lesser	Councilmember
16	Moorpark	-	-
17	Ojai	-	-
18	Oxnard	-	-
19	Paramount	Isabel Aguayo	Vice Mayor
20	Redondo Beach	Todd Loewenstein	Councilmember
21	Rolling Hills Estates	Frank Zerunyan	Councilmember
22	Santa Monica	-	-
23	Sierra Madre	Kelly Kriebs	Council Member
24	Simi Valley	Fred Thomas	Councilmember
25	South Pasadena	-	-
26	Temple City	William Man Tom Chavez	Councilmember Councilmember
27	Thousand Oaks	-	-
28	City of Ventura	Mike Johnson	Councilmember
29	Ventura County	Janice Parvin	Supervisor, 4th District
30	West Hollywood	Chelsea Byers	Councilmember
31	Westlake Village	Susan McSweeney	Councilmember
32	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