



TASK ORDER

Technical Evaluation Services for 2024 Clean Energy & Reliability RFO and Support Services for Ongoing Contract Related Issues

1. TASK ORDER SUMMARY

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide technical evaluation of proposals submitted to CPA’s 2024 Clean Energy and Reliability RFO (the “RFO”) for long-term clean energy, storage, Resource Adequacy (RA) and dispatchable thermal energy contracts. For the purposes of this RFO, technical evaluation includes assessment of interconnection, deliverability, congestion, and project feasibility. In addition to the technical evaluation of RFO proposals, CPA seeks ongoing support services for any bilateral Power Purchase Agreements (PPAs) and for contract related issues for executed PPAs as described below.

2. ABOUT CLEAN POWER ALLIANCE

CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority, made up of 35 local agencies across Los Angeles and Ventura Counties (CPA’s member agencies are set forth in Attachment C). These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

3. TASK ORDER BACKGROUND

On June 24, 2021, the California Public Utilities Commission (CPUC) issued its Decision Requiring Procurement to Address Mid-Term Reliability (MTR) (2023-2026) (the “Decision”). The Decision orders load serving entities (LSEs), including CPA, to procure 11,500 MW of new capacity statewide to come online between 2023 and 2028. In June 2024, CPA will be launching its 2024 Clean Energy RFO to procure additional new-build resources to fully comply with the Decision and to procure other additional long-term utility scale clean energy contracts that qualify as Renewable Portfolio Standard (RPS) eligible that will help CPA meet additional RPS and RA compliance requirements.

CPA is seeking to contract with projects that qualify as either RPS eligible, MTR eligible, and/or include energy storage technologies and gas fired tolls with reduced GHG emissions. CPA is soliciting proposals from qualified firms to evaluate proposals for technical feasibility and overall viability, as well as provide support for ongoing contract related issues. Both functions are described in the task list below. For clarity, proposals should not include services for RFO administration and financial evaluation/modeling of proposal. Proposals should clearly articulate the process for evaluating and ranking offers based on the risk associated with interconnection, deliverability, congestion, and project feasibility.

CPA is seeking proposals from qualified Proposers, as described by the Task List below. Note that support requested is not limited to analysis of offers submitted in the RFO and may include additional support for evaluation of bilateral offers received throughout this agreement's term.

4. TASK LIST

Task #1: Technical Evaluation of Projects (CPA anticipates need for evaluation of up to fifteen (15) Projects for the RFO and up to ten (10) additional evaluations for bilateral offers received throughout the year, for a total of twenty-five (25) projects).

1. Interconnection:
 - 1.1. Review all project specific documentation including but not limited to Phase 1 & 2 studies, executed interconnection agreements, utility work plans, etc.
 - 1.2. Provide feedback on schedule, scope, budget, viability, etc.
 - 1.3. For projects that do not have an executed interconnection agreement (IA), provide an opinion on the prospect for eventually receiving an IA.
 - 1.4. Provide analysis on the effect of the Transmission Planning Process (TPP), in-progress upgrades and expected planning that may benefit or harm the project in the future.
 - 1.5. Assign risk score of low, medium and high for this category and provide reasoning for score.
2. Deliverability:
 - 2.1. Review projects with Full Capacity Deliverability Status (FCDS) for irregularities or red flags.
 - 2.2. Review projects without FCDS to determine the chances for achieving deliverability status, including what factors would be needed to achieve FCDS.
 - 2.3. Assign risk score of low, medium and high for this category and provide reasoning for score.
3. Congestion Analysis.
 - 3.1. Nodal level review related to area load and generation using both historical pricing and forward curves.

- 3.2. Impact of current projects, in-queue projects and TPP.
- 3.3. Assign risk score of low, medium and high for this category and provide reasoning for score.
4. Project Feasibility.
 - 4.1. High level assessment/red flag analysis of the following categories:
 - 4.1.1. Zoning.
 - 4.1.2. Permitting.
 - 4.1.3. Proposed technology.
 - 4.1.4. Development timeline.
 - 4.1.5. Site plan and single-line diagrams.
 - 4.2. Assign risk score of low, medium and high for this category and provide reasoning for score.

Task #1 Anticipated Deliverables:

1. Proposer shall deliver a comprehensive report on each individual project addressing the four primary categories outlined in Task 1.
2. Report should include a risk level rating for each item in each category, with sufficient detail and citation to support the stated conclusion.

Task #2: Ongoing Technical Support for RFO Offer Variations or Bilateral Offers

1. Technical evaluation of individual RFO offer variants or bilateral offer variants for approximately 10 offers that may have variations to standard RFO protocol terms or variants to the original bilateral offer received. For example, variations on project sizing, Commercial Operation Date (COD) or term length.

Task #2: Anticipated Deliverables:

1. Evaluation of one-off offer variants as compared to the original offer and any changes to items in the Task 1 deliverables.

Task #3: Support Services for Ongoing Contract Related Issues

Provide power engineering and consulting services focused on validation of project capabilities as outlined in PPAs on an ad hoc basis, assessment/reconciliation of metering issues, general engineering, and CAISO process support, and include, but are not limited to, the following:

1. Metering:
 - 1.1. Provide consultation on ongoing metering issues and support in technical reviews and discussions.

- 1.2. Review claims, advise on realistic timelines and offer solutions to resolve potential disputes related to station use, meter configurations and meter data.
- 1.3. Advise whether CPA contract requirements such as station use are consistent with typical battery energy storage facility capabilities.
2. Telemetry and Energy Management System (EMS) Data Review:
 - 2.1. Review proposed telemetry and EMS data points to be sent from CPA's battery energy storage counterparties to CPA and its scheduling coordinator prior to commercial operation.
 - 2.2. After commercial operation, analyze telemetry and EMS data to confirm whether it satisfies CPA's contract requirements for data to calculate battery energy storage megawatt (MW) and megawatt hour (MWh) availability.
3. Document Review:
 - 3.1. Review PPAs and associated exhibits and contract language related to testing protocols, metering schemes, operating restrictions, etc. for completeness and feasibility.
 - 3.2. Review PPA settlement language and formulas, including storage capacity availability calculations for reasonableness and provide feedback on potential solutions to improve language or inputs required for accurate settlement of contracts.
 - 3.3. Review pre-COD metering and loss calculations, testing related to the CAISO New Resource Implementation (NRI) process.
 - 3.4. Review single line diagrams, line loss protocols, and other documents for PPA compliance, as directed by CPA.
4. Capacity Tests:
 - 4.1. Review and, if absolutely necessary, witness capacity tests on-site and associated data as directed by CPA and advise CPA on interpretation of results.
 - 4.2. Work with CPA on documentation and instructions for how to internally review results of tests.
 - 4.3. If necessary, visit sites and provide write-ups upon request.
5. As-Needed Consulting:
 - 5.1. Provide other engineering and consulting services as directed by CPA.

Task #3 Anticipated Deliverables:

1. Advise on metering issues.
2. Review battery energy storage telemetry/EMS data.
3. Provide technical document and diagram review.
4. Review and, if necessary, witness facility tests and review test reports.
5. Other services related to the engineering and operation of new build resources, as directed by CPA.

5. PROJECT SCHEDULE AND COORDINATION

- 5.1. Each task listed in Section 4, above, will be undertaken in close coordination with CPA's project team. The selected Proposer 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.

5.2. The key events for this task order are listed below and are subject to change. Note: rows shaded in grey are milestones related to CPA's Board of Director's meeting schedule.

Key Event Dates	Action
July 11, 2024	CPA Board Meeting - Board approves Task Order (if needed)
July 15, 2024	Task Order kick-off with consultant
TBD August or September 2024 – May 31, 2025	Begin Task 1: Technical evaluation
2-3 weeks following the start of Task 1	Complete Task 1: Technical evaluation
TBD – May 31, 2025	Begin Task 2: Ongoing technical support for offer variations
TBD – May 31, 2025	Begin Task 3: Engineering Support Services for new and existing projects
February 6, 2025*	CPA Board meeting - Approve negotiated PPAs for 2024 Clean Energy and Reliability RFO

*February 6th is the target date for PPA approvals. PPA negotiations may extend through the first half of 2025, and support for bilateral offers is expected throughout this agreement's term.

6. TASK ORDER SOLICITATION SCHEDULE

6.1. Task Order Schedule

The timetable for this Task Order is as follows:

Description	Date
Release of Task Order	April 15, 2024
Deadline for Written Questions	April 18, 2024
Responses to Questions Provided	April 24, 2024
Task Order Proposals Due	May 3, 2024 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	May 6 – 17, 2024
Interviews (if needed)	May 20 – 24, 2024
Notice of Intent to Award Provided	May 28, 2024
Contract Negotiations	May 28 – 31, 2024
Presented to the Board for Approval and Execution of Contract	July 11, 2024
Commencement of Work	July 15, 2024

6.2. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this Task Order by sending an email to contracting@cleanpoweralliance.org with a copy to jmcnamara@cleanpoweralliance.org and dpotovsky@cleanpoweralliance.org. All questions must be received by 4:00pm (Pacific Time) on April 18, 2024. 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 received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/contracting-opportunities/> on April 24, 2024.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

6.3. Proposal Submission Deadline

A proposal should be submitted by email to contracting@cleanpoweralliance.org by 4:00 pm on May 3, 2024. Please include "PROPOSAL FOR TECHNICAL EVALUATION FOR 2024 CLEAN ENERGY & RELIABILITY RFOAND SUPPORT SERVICES FOR ONGOING CONTRACT RELATED ISSUES" in the email subject line.

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

7. **BUDGET**

7.1. Pricing should be proposed on 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.

7.2. Qualified Proposers should include costs broken out separately by the following task grouping:

7.2.1. Task #1. This Task Order anticipates the need for Task #1 Services for up to twenty-five (25) projects. Proposers should provide a Not-to-Exceed Amount (NTE) per project for the Task #1 Services.

7.2.2. Task #2 and Task #3. CPA's anticipated NTE for the Task #2 and Task #3 Services is \$50,000.

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

8. PROPOSAL REQUIREMENTS

8.1. Proposals shall include the following components:

- 8.1.1. Overall approach to the work.
- 8.1.2. Detailed project schedule and milestones for Task #1.
- 8.1.3. Detailed workplan for completion of deliverables.
- 8.1.4. List of subconsultants, if applicable, and roles by task.
- 8.1.5. Examples of similar projects and processes.
- 8.1.6. Cost, including list of personnel with titles and rates.
- 8.1.7. Completed Vendor Campaign Contribution Disclosure Form (Exhibit D5).
- 8.1.8. Signed Public Records Act Letter Agreement (Exhibit D6).

8.2. 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.

9. RESERVATION OF RIGHTS

This Task Order is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all proposals submitted in response to this 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 contract negotiations for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the Task Order, 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 Task Order. 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 Task Order at a future date.

10. CONFIDENTIALITY AND PUBLIC RECORDS

Responses to this Task Order shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The recommended 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.

11. CONFLICTS OF INTEREST

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

You may not contact or receive information outside of this Task Order 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 Task Order or any matter relating thereto must be in writing and may be emailed to contracting@cleanpoweralliance.org with a copy to jmcnamara@cleanpoweralliance.org and dpotovsky@cleanpoweralliance.org.

EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION

CPA's PROJECT DIRECTOR:

Name: Lindsay Descagnia
Title: Vice President, Power Supply
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 280-4011
E-Mail Address: ldescagnia@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

(Time and Materials Basis)

[CONTRACTOR NAME]

("Contractor")

Task Order No. X CPA Master Agreement No. XX
Project Title: Technical Evaluation Services for 2024 Clean Energy &
Reliability RFO and Support Services for Ongoing
Contract Related Issues
Period of Performance: July 12, 2024, through July 11, 2025
CPA Project Director: Theodore Bardacke
**CPA Task Order
Manager:** Lindsay Descagnia

1. GENERAL

1.1. Contractor shall satisfactorily perform all the tasks and provide all the Services detailed in the Task Order attached hereto as Exhibit C1-A, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement.

2. PERSONNEL

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

Name	Skill Category	Hourly Rate

3. PAYMENT

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

Task Description	Maximum Amount
Task #1: Technical Evaluation of up to Twenty-Five (25) Projects, at \$XX per project	\$XX,000
Task #2: Ongoing Technical Support for RFO Offer Variations or Bilateral Offers	\$XX,000
Task #3: Support Services for Ongoing Contract Related Issues	
Total Maximum Amount:	\$XX,000

3.2. 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 Section 3.1, above.

3.3. Contractor shall satisfactorily perform and complete all required Services detailed in the Task Order attached hereto as Exhibit C1-A notwithstanding the fact that total payment from CPA shall not exceed the Total Maximum Amount.

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

Clean Power Alliance
 Attn: Accounts Payable
 801 S. Grand Ave, Ste. 400
 Los Angeles, CA 90017
 Email: accountspayable@cleanpoweralliance.org

4. SERVICES

4.1. 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.

4.2. 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.

4.3. 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:

4.3.1. That is not specified in this Task Order, and/or

4.3.2. That utilizes personnel not specified in this Task Order, and/or

4.3.3. That exceeds the Total Maximum Amount of this Task Order, and/or

4.3.4. 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:

Date:

Date:

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 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 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**

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.

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. Hermosa Beach	Justin Massey	Councilmember
14. Los Angeles County	Lindsey Horvath	Supervisor, 3 rd District
15. Malibu	Marianne Riggins	Councilmember
16. Manhattan Beach	Amy Howorth	Councilmember
17. Monrovia	VACANT	
18. Moorpark	Renee Delgado	Councilmember
19. Ojai	Betsy Six	Mayor
20. Oxnard	Bert Perello	Councilmember
21. Paramount	Vilma Cuellar Stallings	Councilmember
22. Redondo Beach	Paige Kaluderovic	
23. Rolling Hills Estates	Debby Stegura	Councilmember
24. Santa Monica	Gleam Davis	Councilmember
25. Santa Paula	Jenny Crosswhite	Councilmember
26. Sierra Madre	Robert Parkhurst	Councilmember
27. Simi Valley	Rocky Rhodes	Councilmember
28. South Pasadena	Jon Primuth	Councilmember
29. Temple City	Fernando Vizcarra	Councilmember
30. Thousand Oaks	David Newman	Councilmember
31. City of Ventura	Liz Campos	Councilmember
32. Ventura County	Vianey Lopez	Supervisor, 5 th District
33. West Hollywood	John Erickson	Councilmember
34. Westlake Village	Ned Davis	Councilmember
35. Whittier	Fernando Dutra	Councilmember

**EXHIBIT D5 - ATTACHMENT 2
ALTERNATE DIRECTOR(S)**

County/City	Alternate Director(s)	Title
1. Agoura Hills	Illece Buckley Weber	Councilmember
2. Alhambra	Sasha Renee Perez	Councilmember
3. Arcadia		
4. Beverly Hills	VACANT	
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	Tim Horn	Councilmember
11. Hawaiian Gardens		
12. Hawthorne		
13. Hermosa Beach		
14. Los Angeles County		
15. Malibu	Steve Uhring	Councilmember
16. Manhattan Beach	David Lesser	Councilmember
17. Monrovia		
18. Moorpark		
19. Ojai		
20. Oxnard		
21. Paramount	Isabel Aguayo	Councilmember
22. Redondo Beach	Todd Lowenstein	Councilmember
23. Rolling Hills Estates	Frank Zerunyan	Councilmember
24. Santa Monica		
25. Santa Paula		
26. Sierra Madre		
27. Simi Valley	Fred Thomas	Councilmember
28. South Pasadena		
29. Temple City	William Man Tom Chavez	Councilmember
30. Thousand Oaks		
31. City of Ventura	Mike Johnson	Councilmember
32. Ventura County	Janice Parvin	Supervisor, 4 th District
33. West Hollywood	Chelsea Byers	Councilmember
34. Westlake Village	Susan McSweeney	Councilmember
35. 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