



## **TASK ORDER**

### **FOR**

## **INGLEWOOD OIL FIELD CLEAN ENERGY STORAGE OPTIONS STUDY**

### **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 consulting services to undertake a study on the technical capacity of using portions of the Inglewood Oil Field as a site for clean energy storage.

### **2. ABOUT CLEAN POWER ALLIANCE**

CPA is a Community Choice Aggregator (“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**

The Inglewood Oil Field (IOF) is the largest urban oil field in the country, with parts of the field in Culver City and parts in the unincorporated portions of Los Angeles County. The oil and gas facilities within the IOF are owned and operated by Sentinel Peak Resources LLC (Sentinel). In September 2021, the Los Angeles County Board of Supervisors (BOS) voted to begin the process of phasing out oil drilling in LA County, including the IOF. In November of that same year, Culver City passed an ordinance that prohibited new oil wells and required Sentinel to plug and abandon remaining wells by December 2029 in Culver City’s portion of the IOF.

In May 2024, the BOS passed an ordinance prohibiting the location of new oil wells and production facilities in the Baldwin Hills County Supervisor District area, which encompasses the unincorporated portions of the IOF. The ordinance makes existing oil wells and production facilities a nonconforming use and maintains regulations for existing oil wells and production facilities during the phase-out period. The County is also conducting an amortization study to determine exactly how long the phase-out period for existing oil wells should be, while Culver City completed a similar study in 2020.

Two recent state laws layer additional requirements: AB 2716 requires oil fields in unincorporated LA County to be plugged by the end of 2030, and AB 1866 requires oil companies to eliminate some of their idle wells each year.

LA County and surrounding community are in the process of determining the phase out, remediation, and future use process for the land. It is not yet clear what the land will be used for after the phase out and remediation and could include anything from open space to housing. Equally unclear is how long remediation could take place, how remediation will be funded and whether the land could host interim uses during the phase out of drilling activities and the remediation process.

CPA is seeking proposals from qualified Proposers, as described by the Task List below.

#### **4. TASK LIST**

##### **Task #1: INGLEWOOD OIL FIELD CLEAN ENERGY STORAGE OPTIONS STUDY**

The selected Proposer shall conduct a study to better understand the technical capabilities of converting portions of the Los Angeles County portion of the IOF into sites for clean energy storage. This study shall include:

1. An overview of the baseline conditions for the IOF, including the current ownership structure; local, state, and federal laws governing the site; and current infrastructure on the site. Specifically, this shall include:
  - 1.1. A review of the various stakeholders that have an ownership stake in the IOF, including but not limited to the land, as well as the surface use and mineral extractions.
  - 1.2. An overview and summary of the various federal, state, and local laws and ordinances impacting the IOF that must be considered when determining current and future uses for the site.
  - 1.3. An overview of the expected electrical equipment and infrastructure currently in the Baldwin Hills CSD area portion of the IOF
2. A review of financing and ownership options for other sites that have been converted from oil fields to clean energy storage sites.
3. A review of the typical process for remediating an oil field. This shall include traditional length of time, process, and end results.
4. A comprehensive review of short-term and long-term options for future uses for oil fields that have undergone the process of phase out and remediation and have transitioned, either temporarily or permanently, from an active oil production site into a site that is used in an alternative way. This shall include examples of oil fields from around the country, including California.
5. A menu of options for reusing the equipment and infrastructure that is expected to be present at the IOF for clean energy storage. At a minimum, this should include battery energy storage and energy storage solutions that reuse oil extraction pumpjacks.

Task #1 Anticipated Deliverables:

1. Final report detailing the findings of the study as outlined in Task #1.

**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 the Inglewood Oil Field Clean Energy Storage Options Study are listed below and are subject to change.

<b>Key Event Dates</b>	<b>Action</b>
Week of February 17	Kick-off meeting with CPA to review scope of work, review timelines, and cadence for check-in meetings. Set up monthly check-in meeting.
Week of March 3	Monthly check-in meeting
Week of April 1	Monthly check-in meeting
Week of May 1	Monthly check-in meeting
Week of June 2	Monthly check-in meeting
June 6	Draft report due
June 27	CPA provide any report edits to contractor
Week of July 1	Monthly check in meeting
July 25	Final report due

**6. TASK ORDER SOLICITATION SCHEDULE**

**6.1. Task Order Schedule**

The timetable for this Task Order is as follows:

<b>Description</b>	<b>Date</b>
Release of Task Order	November 21, 2024
Deadline for Written Questions	November 27, 2024
Responses to Questions Provided	December 5, 2024
<b>Task Order Proposals Due</b>	<b>January 10, 2025 (by 4:00 p.m. Pacific Time)</b>
Evaluation of Proposals	January 13-17, 2025
Interviews (if needed)	January 20-24, 2025

Notice of Intent to Award Contract	January 27, 2025 at 10 a.m.
Contract Negotiations	January 27-31, 2025
Last day to submit Notice of Intent to Protest	February 4, 2025 at 12 p.m. (noon)
Last Day to Submit Written Protest	February 7, 2025 by 5 p.m.
CPA's Response to Protest	February 12, 2025 by 5 p.m.
Anticipated Execution of Contract	February 14, 2025
Anticipated Commencement of Work	February 17, 2025

\*\*All times are prevailing Pacific Time.

## 6.2. Proposer Questions and CPA Responses

Potential proposers may submit questions regarding this Task Order by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [ggoodhill@cleanpoweralliance.org](mailto:ggoodhill@cleanpoweralliance.org). All questions must be received by 4:00pm (Pacific Time) on November 27, 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 December 5, 2024.

If a proposer has questions about the Task Order Solicitation process, including any instructions or requirements, the proposer must raise these questions through this Questions and Response process. Any failure by a proposer to raise any concern relating to the solicitation requirements through this Questions and Responses process, shall be deemed a waiver of the proposer's right to protest any decision for contract award relating to any aspect of the Task Order Solicitation's process, or requirements.

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](mailto:contracting@cleanpoweralliance.org) by 4:00 pm on January 10, 2025. Please include "PROPOSAL FOR INGLEWOOD OIL FIELD CLEAN ENERGY STORAGE OPTIONS STUDY" 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.

#### **6.4. Proposal Evaluation Criteria**

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

<b>Evaluation Criteria</b>	<b>Criteria Weight</b>
Proposer’s ability to provide the Task #1, including information required in Section 8.1	65%
Proposer’s Pricing	35%
Proposers selected for interviews may have their scoring reevaluated or updated post-interview.	

#### **6.5 Evaluation Process**

CPA will evaluate the proposals pursuant to the criteria specified in Section 6.4 above.

CPA may select one particular Proposer or select a combination of Proposers (with or without interviews); or conduct interviews with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA’s sole discretion. CPA reserves the right, at its sole discretion, to request a ‘best and final offer’ (“BAFO”) after it evaluates the proposals and to re-evaluate or re-score based on the BAFO or interviews (if any).

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received.

After a Proposer has been selected, CPA will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by CPA, or cancel all or part the Task Order. Proposers are further notified that CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract.

#### **6.6 Protest Process**

Any Proposer who wishes to submit a written protest must notify CPA by no later than February 4, 2025, by no later than 12 p.m. (Pacific) of its intent to protest the award. The notice of intent to protest must be e-mailed to

[contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org). Any failure to submit an intent to protest constitutes a waiver of Proposer's right to submit a written protest.

If a notice of intent to protest has been timely submitted, then a full and complete written protest must be submitted by no later than 12 p.m. (Pacific) on February 7, 2025, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The written protest must be e-mailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org).

## **7. BUDGET**

**7.1.** 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.

**7.2.** CPA anticipates that the budget for this Task Order shall not exceed \$120,000, subject to change at CPA's discretion. Firms are encouraged to consider methods to increase the overall economy of the project cost.

## **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.
- 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 may issue an addendum, at any time, and based on its sole discretion. 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](mailto:contracting@cleanpoweralliance.org) with a copy to [ggoodhill@cleanpoweralliance.org](mailto:ggoodhill@cleanpoweralliance.org).



***EXHIBIT A***  
**CLEAN POWER ALLIANCE ADMINISTRATION**

**CPA's PROJECT DIRECTOR:**

**Name:** Gina Goodhill  
**Title:** Senior Director, Government Affairs  
**Address:** 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
**Telephone:** (213) 361-6650  
**E-Mail Address:** [ggoodhill@cleanpoweralliance.org](mailto:ggoodhill@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]**

("Contractor")

**Task Order No. X**                      CPA Master Agreement No. XX  
**Project Title:**                      Inglewood Oil Field Clean Energy Storage Options Study  
**Period of Performance:**        February 17, 2025, through July 25, 2025  
**CPA Project Director:**        Theodore Bardacke  
**CPA Task Order**  
**Manager:**                              Gina Goodhill

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:

Name	Skill Category

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:	
<b>Total Maximum Amount:</b>	

3.2. 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 Section 3.1, above.

3.3. 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**

<b>Regular/Alternate Director</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

\*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.

<b>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
<b>1. Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>2. Alhambra</b>	Jeff Maloney	Councilmember
<b>3. Arcadia</b>	Michael Cao	Councilmember
<b>4. Beverly Hills</b>	Julian Gold	Councilmember
<b>5. Calabasas</b>	David Shapiro	Councilmember
<b>6. Camarillo</b>	Susan Santangelo	Councilmember
<b>7. Carson</b>	Cedric Hicks	Councilmember
<b>8. Claremont</b>	Corey Calaycay	Councilmember
<b>9. Culver City</b>	Albert Vera	Mayor
<b>10. Downey</b>	Mario Trujillo	Councilmember
<b>11. Hawaiian Gardens</b>	Maria Teresa Del Rio	Councilmember
<b>12. Hawthorne</b>	Alex Monteiro	Councilmember
<b>13. Hermosa Beach</b>	Justin Massey	Councilmember
<b>14. Los Angeles County</b>	Lindsey Horvath	Supervisor, 3 <sup>rd</sup> District
<b>15. Malibu</b>	Marianne Riggins	Councilmember
<b>16. Manhattan Beach</b>	Amy Howorth	Councilmember
<b>17. Monrovia</b>	VACANT	
<b>18. Moorpark</b>	Renee Delgado	Councilmember
<b>19. Ojai</b>	Betsy Six	Mayor
<b>20. Oxnard</b>	Bert Perello	Councilmember
<b>21. Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>22. Redondo Beach</b>	Paige Kaluderovic	
<b>23. Rolling Hills Estates</b>	Debby Stegura	Councilmember
<b>24. Santa Monica</b>	Gleam Davis	Councilmember
<b>25. Santa Paula</b>	Jenny Crosswhite	Councilmember
<b>26. Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>27. Simi Valley</b>	Rocky Rhodes	Councilmember
<b>28. South Pasadena</b>	Jon Primuth	Councilmember
<b>29. Temple City</b>	Fernando Vizcarra	Councilmember
<b>30. Thousand Oaks</b>	David Newman	Councilmember
<b>31. City of Ventura</b>	Liz Campos	Councilmember
<b>32. Ventura County</b>	Vianey Lopez	Supervisor, 5 <sup>th</sup> District
<b>33. West Hollywood</b>	John Erickson	Councilmember
<b>34. Westlake Village</b>	Ned Davis	Councilmember
<b>35. Whittier</b>	Fernando Dutra	Councilmember

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

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
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 McMorris	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 <sup>th</sup> 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.

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Name of Firm

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Signature of Authorized Representative

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Print Name and Title of Signatory

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Date