



**TASK ORDER
FOR
LONG-TERM RFO SUPPORT SERVICES FOR 2025 CLEAN ENERGY &
RELIABILITY RFO**

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 support CPA’s 2025 solicitation for long-term clean energy, storage, resource adequacy (“RA”) and dispatchable thermal energy contracts including solicitation design, Requests for Offer (“RFO”) administration, and offer evaluation and selection.

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

In June 2025, CPA will be launching its 2025 Clean Energy and Reliability RFO (“2025 RFO”) to procure new-build, utility-scale clean energy resources under long-term contracts that qualify as Renewable Portfolio Standard (“RPS”) eligible, energy storage technologies or conventional resources that will help CPA meet its renewable and/or Resource Adequacy (“RA”) compliance requirements.

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. The 2025 RFO may include procurement for MTR resources to fully comply with the Decision.

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 seeking proposals from qualified Proposers to provide technical energy evaluation services for this solicitation, as described in the task list below. Proposals should demonstrate how the RFO platform will accommodate a high volume of bids as well as allow users the flexibility to provide differentiated offers.

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

4. TASK LIST

Task #1: In advance of the RFO launch, support solicitation design and offer selection criteria.

1. Support CPA's development of the solicitation scope and process design, including refinement of scope of work and schedule.
2. RFO selection criteria will incorporate the following quantitative and qualitative factors:
 - 2.1. Energy, Ancillary Services, and Resource Adequacy value.
 - 2.2. Development risk.
 - 2.3. Environmental stewardship.
 - 2.4. Workforce Development.
 - 2.5. Benefits to Disadvantaged Communities.
 - 2.6. Project Location.
 - 2.7. GHG emissions.

Task #1 Anticipated Deliverables:

1. Final solicitation process and schedule; framework for offer qualification and selection criteria, pre-launch notification.

Task #2: Administration of requests for offers of projects.

1. Provide input on CPA's requested products [Note: form contracts will be provided by CPA].
2. Provide feedback on CPA's solicitation materials and a comprehensive solicitation protocol to be issued to potential providers [Note: solicitation materials are anticipated to be similar to those used in CPA's 2024 Clean Energy and Reliability RFO].
3. Provide a submission platform that accommodates a high volume of bidders, with multiple, differentiated offers from each bidder.
4. Manage Q&A process to ensure conforming proposals are provided, including all communication with bidders.

5. Project manage the solicitation process to ensure key dates are met.

Task #2 Anticipated Deliverables:

1. Written solicitation protocol; host website for receipt of offers; miscellaneous RFO administration services.

Task #3: Proposal evaluation and portfolio assessment.

1. Conduct initial QA/QC of offers and notify bidders of errors needing correction.
2. Build a valuation model to perform financial analysis of individual projects and portfolios of projects to assess value and assist CPA with constructing the optimal portfolio of projects for CPA. Proposals should describe in detail how the tool will function and include valuation methodology for RPS-only, RPS plus storage, RA-only, gas tolls and storage-only offers.
 - 2.1. Unless otherwise agreed by CPA in writing prior to the start of work under this Task Order, all models shall be produced in Excel and provided to CPA in unlocked formats.
3. Longlist Summary: Analyze project developers, project characteristics, and offer details to present offers as an initial comprehensive list of qualified and conforming project offers. The longlist deliverable will include a comprehensive Excel spreadsheet summarizing all offers with key descriptive information for each offer. The deliverable will also include a summary of RFO metrics and trends to be presented to CPA's Board of Directors Energy Committee.
4. Valuation Ranking: perform advanced analytics on all conforming offers. Present results as a comprehensive Excel spreadsheet summarizing all conforming offers with key descriptive information and selection criteria ranking for each offer while highlighting the most attractive projects to procure. To facilitate CPA's selection process by the RFO review team and subsequent presentation to the Energy Committee, the valuation ranking should be provided to CPA in comprehensive and easy to understand summary report along with summary of RFO metrics and trends.
 - 4.1. The review team will include CPA's senior management and approximately 1-3 members of CPA's Board of Directors.
5. Slice of Day Portfolio Fit Analysis: Model CPA's RA portfolio & perform analytics on shortlisted offers to determine impact of the addition of the resource on CPA's RA portfolio under the slice-of-day RA framework. Analysis should help CPA determine if the resource would provide incremental value to CPA to meet its month-ahead and year-ahead Resource Adequacy compliance obligations throughout the delivery period of the shortlisted offer.

Task #3: Anticipated Deliverables:

1. Evaluation of all submitted offers and analysis of selected CPA portfolio and valuation ranking deliverables as described above.

Task #4: Ongoing valuation support for offer variations.

1. Valuation of individual offer variants for approximately 10 offers that may have variations to standard RFO protocol terms. For example, variations on project sizing or term length.

Task #4: Anticipated Deliverables:

1. Evaluation of one-off non-conforming offer variants as compared to both the original offer and the broader longlist valuation.

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 CPA’s 2025 Clean Energy and Reliability RFO 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
April 3, 2025	CPA Board Meeting - Board approves Clean Energy RFO Services Task Order (if needed)
April 7, 2025	Task Order kick-off with consultant
May 2, 2025	Complete Task 1: Solicitation design
May 16, 2025	Complete Tasks 2.1 and 2.2: Finalize bidder materials
May 20, 2025	Complete Task 2.3: Launch RFO
May 29, 2025	Complete Task 2.4: Conduct RFO Webinar
June 11, 2025	Close Q&A bidder submission window
June 18, 2025	Complete Task 2.5: Post Q&A responses
June 30, 2025	Offers Due
July 11, 2025	Task 3.1: Complete QA/QC of RFO responses and Task 3.3: Longlist Summary
July 23, 2025	CPA Energy Committee – Review RFO Longlist trends
August 14, 2025	Complete Tasks 3.3, Perform individual contract and portfolio analysis and 3.4, Valuation Ranking

Early-September 2025	Shortlist selection recommendation by CPA's RFO review team
September 24, 2025	CPA Energy Committee – Approve shortlist
September 2025 - February 2026	Task 4: Ongoing valuation support as needed through PPA negotiations
February 5, 2026*	CPA Board meeting - Approve negotiated PPAs

* February 5th is the target date for PPA approvals. PPA negotiations may extend through the first half of 2026.

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	January 17, 2025
Deadline for Written Questions	January 22, 2025
Responses to Questions Provided	January 24, 2025
Task Order Proposals Due	January 31, 2025 (by 4:00 p.m. Pacific Time)
Evaluation of Proposals	February 3-7, 2025
Interviews (if needed)	February 10-14, 2025
Notice of Intent to Award Contract provided	February 18, 2025
Contract Negotiations	February 18-21, 2025
Last Day to Submit Notice of Intent to Protest	February 25, 2025, by no later than 4:00 p.m.
Last Day to Protest	February 28, 2025, by no later than 9:00 a.m.
CPA Response to Protest	March 7, 2025, by 5:00 p.m.
Anticipated Execution of Contract	April 3, 2025
Anticipated Commencement of Work	April 7, 2025

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 January 22, 2025. 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 January 24, 2025.

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 by 4:00 pm on January 31, 2025. Please include " PROPOSAL FOR LONG-TERM RFO SUPPORT SERVICES FOR 2025 CLEAN ENERGY AND RELIABILITY RFO " 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:

Evaluation Criteria	Criteria Weight
Proposer's ability to provide the Tasks #1-4, including information required in Section 8.1	65%
Proposer's Pricing	35%

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 25, 2025, by no later than 4:00 p.m. (Pacific) of its intent to protest the award. The notice of intent to protest must be e-mailed to 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 9:00 a.m. (Pacific) on February 28, 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.

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

7.2.1. Task 1.

7.2.2. Task 2.

7.2.3. Task 3 and Task 4.

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.
- 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/public-documents/administrative-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 jmnamara@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
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ CPA Master Agreement No. _____

Project Title: _____

Period of Performance: _____

CPA PROJECT DIRECTOR: _____

CPA TASK ORDER MANAGER _____

I. GENERAL

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

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

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

Deliverable	Maximum Amount
<u>Pre-RFO Activities (Task Order Deliverable 1)</u>	\$ _____
<u>RFO Administration (Task Order Deliverable 2)</u>	\$ _____
<u>RFO Evaluation & Negotiation Support</u> <u>(Task Order Deliverables 3 & 4)</u>	\$ _____
Total Maximum Amount:	\$ _____

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

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

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

IV. SERVICES

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

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

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

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

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

CONTRACTOR

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 CONTRIBUTION DISCLOSURE FORM

Government Code Section 84308

In accordance with California law, bidders and contracting parties who wish to do business with CPA 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, paid agent, 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. "Agent" is defined in 2 C.C.R. § 18438.3.

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies, and agents 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

a. Bidder/Contractor (Legal Name) ("Declarant Company") and any variations or acronyms used in the past 12 months: _____

b. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution

c. List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities:

d. Identify all subcontractors that have been or will be named in your bid or proposal:

e. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any contract, project, or other transaction.

*Attach additional pages, if necessary

Section 2

a. Has Contractor or Bidder (identified in Section 1) solicited or directed your employee(s) or agent(s) to make a campaign contribution(s), whether through fundraising events, communications, or any other means, 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? To determine whether a contribution of more than \$250 has been made by a party or participant during a 12-month period, contributions by a party, participant, agent, or an individual must be aggregated. 2 C.C.R. §18438.5

Yes

No

If YES, then please provide details of each in the table below.

Recipient Name	Amount of Contribution	Date of Contribution

Section 3

b. Disclose all contributions made by you or any of the other entities identified in Section 1?

Recipient Name	Amount of Contribution	Date of Contribution

Section 4

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing or award of a requested contract, or other transaction.

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	Paul Cheng	Councilmember
4. Beverly Hills	Lester Friedman	Councilmember
5. Calabasas	Ed Albrecht	Councilmember
6. Camarillo	Susan Santangelo	Councilmember
7. Carson	Cedric Hicks	Councilmember
8. Claremont	Corey Calaycay	Councilmember
9. Culver City	Yasmine Imani-McMorrin	Councilmember
10. Downey	Horacio Ortiz	Councilmember
11. Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
12. Hawthorne	Alex Monteiro	Councilmember
13. Hermosa Beach		
14. Los Angeles County	Lindsey Horvath	Supervisor, 3 rd District
15. Malibu	Marianne Riggins	Councilmember
16. Manhattan Beach	Amy Howorth	Councilmember
17. Monrovia	Edward Belden	Councilmember
18. Moorpark	Chris Barrett	Councilmember
19. Ojai		
20. Oxnard	Bert Perello	Councilmember
21. Paramount	Vilma Cuellar Stallings	Councilmember
22. Port Hueneme	Laura Hernandez	Councilmember
23. Redondo Beach	Paige Kaluderovic	Councilmember
24. Rolling Hills Estates	Debby Stegura	Councilmember
25. Santa Monica		Councilmember
26. Santa Paula	Jenny Crosswhite	Councilmember
27. Sierra Madre	Robert Parkhurst	Councilmember
28. Simi Valley	Rocky Rhodes	Councilmember
29. South Pasadena	Jon Primuth	Councilmember
30. Temple City	Ed Chen	Councilmember
31. Thousand Oaks	David Newman	Councilmember
32. City of Ventura	Liz Campos	Councilmember
33. Ventura County	Vianey Lopez	Supervisor, 5 th District
34. West Hollywood	John Erickson	Councilmember
35. Westlake Village	Brad Halpern	Councilmember
36. Whittier	Mary Ann Pacheco	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	Michael Cao	Councilmember
4. Beverly Hills	VACANT	
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Albert Vera	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. Los Angeles County	VACANT	
15. Malibu	Steve Uhring	Councilmember
16. Manhattan Beach	David Lesser	Councilmember
17. Monrovia	VACANT	
18. Moorpark	Renee Delgado	Councilmember
19. Ojai	VACANT	
20. Oxnard	VACANT	
21. Paramount	VACANT	Councilmember
22. Redondo Beach	Todd Lowenstein	Councilmember
23. Rolling Hills Estates	VACANT	Councilmember
24. Santa Monica	Caroline Torosis	Councilmember
25. Santa Paula	VACANT	
26. Sierra Madre	VACANT	
27. Simi Valley	VACANT	
28. South Pasadena	VACANT	
29. Temple City	William Man	Councilmember
30. Thousand Oaks	VACANT	
31. City of Ventura	VACANT	
32. Ventura County	Janice Parvin	Supervisor, 4 th District
33. West Hollywood	Chelsea Byers	Councilmember
34. Westlake Village	VACANT	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