ADDENDUM NO. 1

Task Order – Transmission Consultancy Services

Questions & Responses

#	Question	Response
1	Budget – Sections 7.2 and 7.3 Referenced language: Section 7.2: “CPA’s anticipated budget for this Task Order is anticipated to be $150,000 but is subject to change at CPA’s discretion.” Section 7.3.1: “The not-to-exceed amount for the fees for Task #4 General Consulting Services shall be determined by CPA during the contract negotiation.” Question: Is the anticipated $150,000 budget intended to cover Tasks 1–3 only, with Task 4 funded separately? Please confirm.	CPA’s anticipated budget for all of the Tasks (1-4) is $150,000.
2	Existing Research Library – Section 3, Task Order Background Referenced language: “A library of existing CPA research will be made available to the selected Proposer.” Question: Can CPA provide a high-level description or index of the existing research library that will be made available to the selected Proposer?	The library will be primarily composed of CPA Memorandum – Transmission Opportunity Assessment, September 2025 appearing in Exhibit E, an Excel-based model used to compare public and private sector cost of transmission project financing, a memorandum describing legal authorities required to operate a public transmission agency in California (Tony Braun of Braun Blaising & Wynne), various meeting notes with tax counsel (Orrick, Herrington & Sutcliffe LLP), insurance broker regarding insurability of wildfire risk (Marsh) and various investment banks with experience underwriting transmission projects and various transmission developers.

3	Project Schedule – Section 5.2 Referenced language: The schedule identifies: · Task #1: Opportunity Assessment — October 12, 2026–January 18, 2027 · Task #2: Feasibility Study — December 15, 2026–January 31, 2027 · January 31, 2027: “Task 1 Complete” Question: Please confirm the intended completion dates for Tasks 1 and 2. Given that Task 1 is scheduled through January 18, 2027, and Task 2 is scheduled through January 31, 2027, should the January 31, 2027, milestone instead read “Task 2 Complete”?	Correct.
4	Missing D3 Form – Exhibit D Referenced language: Exhibit D identifies “D3: Contractor Acknowledgement and Confidentiality Agreement” as one of the “Forms Required for Each Task Order Before Work Begins.” Question: The D3 form does not appear to be included in the solicitation materials. Can CPA please provide the D3 Contractor Acknowledgement and Confidentiality Agreement form?	Please see Exhibit D3 attached. Please note, Exhibit D3 will only be executed by the selected Proposer.
5	Task Order Background – Section 3 The Task Order states: “CPA does not have a specific transmission project under consideration.” Is CPA’s objective in assessing transmission opportunities based on a desire to participate in transmission projects that are focused on transmitting energy to CPA’s customers or more generally, projects that are needed for the grid independent of the transmission project’s impact transmitting energy to CPA’s customers?	More generally, including but not limited to projects that transmit energy to CPA’s customers.

6	Task #1, Opportunity Assessment – Section 4.2 The Task Order requires "an evaluation of the market, technical, financial/economic, operational, and legal/regulatory feasibility." CPA appears to be well versed in the legislative and regulatory limitations of CCAs owning transmission. It is assumed that this feasibility study is technical rather than regulatory. Is that correct?	The feasibility study is described in Task Order. The successful Proposer will be expected to build upon research previously conducted by CPA which includes extensive research into the legal limitations of CCAs owning transmission. Proposers are expected to address the legal/regulatory risks and challenges as they relate to the transmission business operated by the Transmission JPA.

EXHIBIT D3 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note:This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

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 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. CPA has a legal obligation to protect all such confidential data and information in its possession, especially 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: ____
Name: ____
Title: ____
Date: ____