



TASK ORDER

Long-Term RFO Support Services for 2020 Clean Energy RFO

TASK ORDER SUMMARY

Support the Clean Power Alliance of Southern California (“CPA”) 2020 solicitation for long-term clean energy contracts, including solicitation design, Requests For Offer (“RFO”) administration, and offer evaluation and selection.

BACKGROUND

CPA was established in 2017 to provide cost competitive electric services, reduce electric sector greenhouse gas emissions, stimulate renewable energy development, implement distributed energy resources, promote energy efficiency and demand reduction programs, and sustain long-term rate stability for residents and businesses through local control.

In 2018, CPA launched its first solicitation for long-term (10-year and longer) clean energy contracts, and launched its second in 2019. CPA received a robust response for Renewable Portfolio Standard (“RPS”) eligible projects, RPS plus storage, and standalone storage projects, with offers from over 200 facilities and numerous structuring/pricing options from each respondent.

In October 2020, CPA will be launching its third solicitation for long-term utility-scale clean energy contracts. CPA is seeking to contract with projects that qualify as RPS eligible and/or include energy storage technologies. Therefore, CPA is seeking proposals from qualified consultants or firms 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.

TASK LIST

1. **In advance of the launch of the RFO, support solicitation design and offer selection criteria**
 - a. Support CPA’s development of the solicitation scope and process design, including refinement of scope of work and schedule
 - b. The RFO selection criteria will incorporate the following quantitative and qualitative factors:
 - Energy, Ancillary Services, and Resource Adequacy value
 - Development risk
 - Environmental stewardship
 - Workforce Development
 - Benefits to Disadvantaged Communities
 - Project Location
 - c. Develop a contact list of a competitive pool of providers and release an RFO pre-launch notification to these providers

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

2. Administration of requests for offer of renewable energy projects

- a. Provide input on CPA's requested products [Note: form power purchase agreements ("PPAs") will be provided by CPA]
- b. Prepare 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 2019 Clean Energy RFO]
- c. Provide a submission platform that accommodates a high volume of bidders, with multiple, differentiated offers from each bidder
- d. Manage Q&A process to ensure conforming proposals are provided, including all communication with bidders
- e. Project manage the solicitation process to ensure key dates are met

Task 2 deliverables: Written solicitation protocol; host website for receipt of offers; miscellaneous RFO administration services

3. Proposal evaluation and portfolio assessment

- a. Conduct initial QA/QC of offers and notify bidders of errors needing correction.
- b. 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 CPA¹. Proposals should describe in detail how the tool will function and include valuation methodology for both RPS-only, RPS plus storage, and storage only offers.
- c. 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.
- d. 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 team² and subsequent presentation to the Board of Directors 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.

Task 3 deliverables: Evaluation of all submitted offers and analysis of selected CPA portfolio and valuation ranking deliverables as described above

4. Ongoing valuation support for offer variations

- a. 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.

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.

² The review team will include CPA's senior management and 1-3 members of CPA's Board of Directors

Task 4 deliverables: Evaluation of one-off non-conforming offer variants as compared to both the original offer and the broader longlist valuation.

PROJECT SCHEDULE AND COORDINATION

Each task listed above will be undertaken in close coordination with CPA staff. The consultant will discuss initial findings or approaches for each task with CPA staff before developing final work products in order to avoid rework. Staff will provide timely feedback and input in developing the work product.

The key events for CPA’s 2020 Long-term Clean Energy RFO are listed below and may be subject to change. Note: rows shaded in grey are milestones related to CPA’s Board of Director’s meeting schedule.

Key Event Dates (2020-2021)	Action
September 3	CPA Board Meeting - Board approves Long-term RFO Services Task Order
September 7	Task Order kick-off with consultant
September 18	Complete Task 1a: Solicitation design
September 23	CPA Energy Committee Meeting - receive initial feedback on solicitation design
September 28	Complete Task 1b and 1c: Complete selection criteria framework and release solicitation pre-launch notice
October 16	Complete Task 2a and 2b: Finalize form PPA and complete solicitation protocol
October 21	Complete Task 2c: Launch RFO
October 28	Complete Task 2d: Conduct RFO Webinar
November 2	Close Q&A bidder submission window
November 13	Complete Task 2e: Post Q&A responses
November 20	Offers Due
December 4	Task 3a: Complete QA/QC of RFO responses and Task 3c: Longlist Summary
December 11	Complete 3c: Perform individual contract and portfolio analysis and 3d Valuation Ranking

December 2020	CPA Energy Committee – Review RFO Longlist trends
January 14	Shortlist selection recommendation by CPA’s RFO review team
January 27	CPA Energy Committee – Approve shortlist
February 4	CPA Board meeting – update Board on shortlist selection
February 10	Exclusivity Agreements due
February - May	Task 4: Ongoing valuation support as needed through PPA negotiations
May 6 ³	CPA Board meeting - Approve negotiated PPAs

COSTS

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

- Task 1
- Task 2
- Task 3 and 4

Pricing for each task should be provided on a fixed-price basis.

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

TASK ORDER SOLICITATION SCHEDULE

- **July 27:** Task Order Solicitation released
- **July 31 by 4:00 pm (pacific time):** Deadline to submit questions to CPA. Please submit questions to contracting@cleanpoweralliance.org and cc: enielsen@cleanpoweralliance.org
- **August 5:** Deadline for CPA to provide answers to submitted questions
- **August 14 by 4:00 pm:** Deadline for Bidder Proposals to Task Order Solicitation
- **August 14-28:** CPA evaluates Proposals, selects bidder(s), and if appropriate, negotiates final Task Order(s)
- **September 3:** Task Order(s) presented to Board for approval

OTHER

Please note that the selected consultant will be required to comply with CPA’s Vendor Communication Policy, which can be found here: https://cleanpoweralliance.org/wp-content/uploads/2019/06/CPA2019-010_Policy_Vendor-Communications.pdf.

³ May 6th is the target date for PPA approvals. PPA negotiations may extend through the Summer of 2021.

EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION

CPA's PROJECT DIRECTOR:

Name: Natasha Keefer
Title: Director, Power Planning & Procurement
Address:
801 S Grand, Suite 400
Los Angeles, CA 90017

Telephone: (213) 269-5870
E-Mail Address: nkeefe@cleanpoweralliance.org

EXHIBIT B
CONTRACTOR ADMINISTRATION

Task Order No. _____

CPA Master Agreement No. 2020-XX-XX

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C
MASTER AGREEMENT TASK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ CPA Master Agreement No. 2020-XX-XX

Project Title: Long-Term RFO Support Services for 2020 Clean Energy RFO

Period of Performance: _____

CPA PROJECT DIRECTOR: Ted Bardacke

CPA TASK ORDER MANAGER Natasha Keefer

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
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
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: Chief Financial Officer
555 West 5th Street, 35th Floor
Los Angeles, CA 90013.

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

By: _____

Name: _____

Title: _____

CLEAN POWER ALLIANCE

BY: _____

Name: _____

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. 2020-XX-XX

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. 2020-XX-XX

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the CPA to provide certain services to CPA. CPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the CPA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of CPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of CPA, any such investigation shall result in my immediate release from performance under this and/or any future agreements with the CPA.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by CPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA, including advanced meter infrastructure data and similarly sensitive information. In addition, I may also have access to proprietary information supplied by other vendors doing business with CPA. The County has a legal obligation to protect all such confidential data and information in its possession, especially advanced meter infrastructure data or similarly sensitive confidential data and information. I understand that if I am involved in CPA work, CPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for CPA. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and CPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or CPA employees who have a need to know the information. I agree that if proprietary information supplied by other CPA vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT D5
CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

Government Code Section 84308

In accordance with California law, bidders and contracting parties are required to disclose, 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 I) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA’s Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

Section 3

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

I, _____, [print name] am authorized to sign this disclosure on behalf of the Contractor/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**

County/City	Regular Directors	Title
Agoura Hills	Deborah Klein Lopez	Councilmember
Alhambra	Ross Maza	Mayor
Arcadia	Sho Tay	Councilmember
Beverly Hills	Julian Gold	Councilmember
Calabasas	Alicia Weintraub	Mayor pro Tem
Camarillo	Susan Santangelo	Councilmember
Carson	Jawane Hilton	Councilmember
Claremont	Corey Calaycay	Mayor
Culver City	Meghan Sahli-Wells	Mayor
Downey	Sean Ashton	Councilmember
Hawaiian Gardens	Jesse Alvarado	Councilmember
Hawthorne	Alex Monteiro	Councilmember
Los Angeles County	Sheila Kuehl	Supervisor District 3
Malibu	Skylar Peak	Councilmember
Manhattan Beach	Nancy Hersman	Mayor
Moorpark	Janice Parvin	Mayor
Ojai	Johnny Johnston	Mayor
Oxnard	Carmen Ramirez	Mayor Pro Tem
Paramount	Vilma Cuellar Stallings	Councilmember
Redondo Beach	Christian Horvath	Councilmember
Rolling Hills Estates	Steve Zuckerman	Councilmember
Santa Monica	Kevin McKeown	Councilmember

Sierra Madre	John Capoccia	Mayor pro Tem
Simi Valley	Ruth Luevanos	Councilmember
South Pasadena	Diana Mahmud	Councilmember
Temple City	Fernando Vizcarra	Councilmember
Thousand Oaks	Bob Engler	Councilmember
Ventura City	Christy Weir	Councilmember
Ventura County	Linda Parks	Supervisor District 2
West Hollywood	Lindsey Horvath	Mayor
Westlake Village	Kelly Honig	Mayor pro Tem
Whittier	Fernando Dutra	Councilmember

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)	Title
Agoura Hills	Linda Northrup	Mayor
Alhambra	Jeff Maloney	Councilmember
Beverly Hills	Robert Wunderlich	Councilmember
Calabasas	David Shapiro	Mayor
Camarillo	Kevin Kildee	Mayor
Camarillo	Tony Trembley	Vice Mayor
Carson	Cedric L. Hicks Sr.	Mayor Pro Tem
Claremont	Jennifer Stark	Councilmember
Culver City	Daniel Lee	Councilmember
Downey	Alex Saab	Councilmember
Downey	Rick Rodriguez	Mayor
Los Angeles County	Mark Ridley Thomas	Supervisor District 2

Malibu	Rick Mullen	Councilmember
Manhattan Beach	Richard Montgomery	Mayor Pro Tem
Moorpark	Roseann Mikos	Mayor Pro Tem
Ojai	Michelle Ellison	Public
Oxnard	Bert Perello	Councilmember
Paramount	Isabel Aguayo	Councilmember
Redondo Beach	John Gran	Councilmember
Rolling Hills Estates	Judy Mitchell	Mayor
Sierra Madre	Rachelle Arizmendi	Councilmember
Simi Valley	Keith Mashburn	Mayor
Temple City	William Man	Councilmember
Temple City	Tom Chavez	Mayor Pro Tem
Ventura City	Sofia Rubalcava	Deputy Mayor
Ventura County	Steve Bennett	Supervisor
West Hollywood	Lauren Meister	Councilmember
Westlake Village	Ned E. Davis	Mayor
Whittier	Henry Bouchot	Councilmember

EXHIBIT D6
CALIFORNIA PUBLIC RECORDS ACT
CALIFORNIA PUBLIC RECORDS ACT ACKNOWLEDGEMENT AND AGREEMENT

The undersigned duly authorized representative, on behalf of (Contractor), acknowledges and agrees to the following:

The contents of its proposal in response to the Task Order solicitation, the contract and any documents pertaining to the performance of the Task Order resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information it believes are confidential or proprietary, the Clean Power Alliance (CPA) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the responsibility of the Contractor to provide to CPA the specific legal grounds on which CPA can rely in withholding information requested under the California Public Records Act, should CPA choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a specific and complete legal basis, including applicable case law that establishes the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by CPA, CPA will release the information as required by the California Public Records Act and the Contractor will hold CPA harmless for release of this information.

It will be Contractor's obligation to defend, at Contractor's expense, any legal actions or challenges seeking to obtain from CPA any information requested under the California Public Records Act withheld by CPA at the Contractor's request.

Furthermore, the Contractor shall indemnify CPA and hold it harmless for any claim or liability, and defend any action brought against CPA, resulting from CPA's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for CPA to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Name of Firm

Signature of Authorized Representative

Print Name and Title of Signatory

Date

EXHIBIT E
EXECUTED TASK ORDERS