



Addendum #1

TASK ORDER

EXPANSION FEASIBILITY STUDIES

I. TASK ORDER SUMMARY

Clean Power Alliance of Southern California (“CPA”) is seeking proposals for a provider to perform a preliminary CCA feasibility study that examines the potential costs and revenues should selected cities join CPA. The study will be based on available historical usage data and/or usage data from current CPA member cities with similar load profiles. The results of the study will inform the selection of a subset of those cities to be the subject of full feasibility assessments in June 2021, and a second round of pre-feasibility and feasibility studies in 2022.

II. ABOUT CLEAN POWER ALLIANCE

Clean Power Alliance of Southern California (CPA) is one of the state’s newest Community Choice Aggregation (CCA) programs, established as a Joint Powers Authority made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have joined together to provide cleaner electricity at competitive rates, offering a choice in electricity service providers for the first time to over 1 million customers in our region.

III. BACKGROUND

Per CPA’s Joint Powers Agreement (JPA), the CPA Board may invite other municipalities, counties, or other public agencies to join CPA provided that the conditions in Section 2.5 of the JPA are met. Prior to issuing such an invitation, CPA conducts an assessment of the impact the addition would have on CPA’s peak load and total generation requirements; revenues, costs, and reserve requirements; and renewable energy purchases and greenhouse gas emissions based on alternate default rate tier scenarios for the agency.

To streamline the identification and evaluation of new member agency candidates, CPA will undertake a pre-feasibility screening study to assess the viability of selected cities prior to conducting a full feasibility assessment on a subset of those agencies based on screening analysis and the cities’ interest in pursuing membership in 2021 or 2022.

IV. TASK LIST

1. Pre-Feasibility Study Design and Data Gathering

The selected proposer will assess available usage data and study approaches for up to five cities identified by CPA, which may include using historical usage data for the cities from previous feasibility studies, recent usage data from CPA member agencies with load profiles comparable to the cities

selected for the study, or other methodologies identified by the proposer. The selected proposer will determine the analytical approach for Task 2 based on the quantity and quality of data available.

Task 1 Deliverables: Data set for study for each city and outline of analytical approach to be used in Task 2.

2. 2021 Pre-Feasibility Study and Report

The selected proposer will analyze the following for each of the selected cities in the study:

- Expected revenues from new customers by rate class, assuming the new customers are placed on similar rates as current customers, **including customers on CARE, FERA, or Medical Baseline rates**, under each of CPA's three default rate products: Lean, Clean, and 100% Green Power.
- A comparison of total costs and revenues that allows CPA to understand how adding the city will impact its bottom line.
- Estimates of the greenhouse gas emissions and renewable portfolio standard procurement impacts of the city joining CPA, assuming different power product mix on the Lean, Clean, and 100% Green products.
- Analysis of cost of service by rate class for each city.

Task 2 Deliverables: Detailed memos summarizing the analysis for each city that can be shared with interested parties.

3. 2021 Feasibility Study and Report

For a subset of cities identified by CPA after completion of Task 2, the selected provider will update the Task 2 study and report utilizing **the most** recent **four years of** usage data for those cities obtained **by CPA** from SCE and any other updated information.

Task 3 Deliverables: Detailed memos summarizing the analysis for each city that can be shared with interested parties.

4. 2022 Pre-Feasibility and Report

CPA may ask the selected provider to update the 2021 pre-feasibility study for some or all of the 2021 cities and/or incorporate additional selected cities into the analysis.

Task 4 Deliverables: Detailed memos summarizing the analysis for each city that can be shared with interested parties.

5. 2022 Feasibility and Report

For a subset of cities identified by CPA after completion of Task 4, the selected provider will update the Task 4 study and report utilizing **the most** recent **four years of** usage data for those cities obtained from SCE **by CPA** and any other updated information.

Task 5 Deliverables: Detailed memos summarizing the analysis for each city that can be shared with interested parties.

CPA Data

CPA can provide rate assumptions including demand and energy rates; forward price curves and other per unit costs; product content assumptions for each of its rate products; and can assist in obtaining additional data that a provider identifies as being necessary to complete the study, if practical. Proposer must identify all data that it considers necessary to complete Tasks #1-5.

V. SCHEDULE AND COORDINATION

Each task listed above will be undertaken in close coordination with CPA staff. The selected provider 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.

Action/Milestone	Key Event Date
CPA Task Order Executed/Work Begins	By week of May 3, 2021
Task Order kick-off meeting with selected provider	By week of May 3, 2021
Task #1 Deliverable Due	May 14, 2021
Task #2 Deliverables Due	May 28, 2021
Task #3 Deliverables Due	August 19, 2021
CPA Board Presentation of Results and Recommendations	September 2, 2021
Task #4 Deliverables Due	May 2022 (TBD)
Task #5 Deliverables Due	August 2022 (TBD)

VI. TASK ORDER SOLICITATION SCHEDULE

- **April 6, 2021:** Task Order released.
- **April 13, 2021 by 4:00pm:** Deadline to submit questions to CPA. Please submit questions to contracting@cleanpoweralliance.org and cc: kschmidt@cleanpoweralliance.org
- **April 16, 2021 by 5:00pm:** CPA to release responses to proposer questions on its website at www.cleanpoweralliance.org/
- **April 20, 2021 by 5:00pm (Pacific):** Deadline for bidder proposals to Task Order solicitation. Please submit proposals to contracting@cleanpoweralliance.org and cc: kschmidt@cleanpoweralliance.org
- **No later than April 30, 2021:** CPA to Notify Selected Proposer
- **After April 26, 2021:** Task Order executed, and selected proposer begins work

VII. PROPOSER QUESTIONS & CPA RESPONSES

Potential proposers may submit questions regarding this Task Order by sending an email to kschmidt@cleanpoweralliance.org with a copy to contracting@cleanpoweralliance.org. All questions must be received by 4:00pm on April 13, 2021. 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/get-involved/job-contracting-opportunities/> on April 16, 2021.

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 put provider at an unfair disadvantage, or that they may result in CPA not receiving the best possible responses from provider due to unclear instructions.

VIII. BUDGET

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

- Tasks 1 and 2
- Task 3
- Task 4
- Task 5

Pricing for each task grouping may be provided on a time and materials basis, fixed price, or other pricing structure as appropriate. Please include an estimated range of total project cost.

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

IX. PROPOSAL REQUIREMENTS

Proposals shall include the following components:

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

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.

X. RESERVATION OF RIGHTS

CPA may, at its sole discretion, accept or reject any or all submittals 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 a task order 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 submittals, and to negotiate with any or all qualified proposers.

CPA shall not be liable for any costs incurred by the qualified proposer in connection with the preparation and submission of any submittal. CPA reserves the right to waive inconsequential disparities in a qualified proposer's submission. 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 this 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 submittal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the task order at a future date.

XI. CONFIDENTIALITY AND PUBLIC RECORDS

Proposals submitted for this task order shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The selected Bidder'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 Bidder 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", Bidder 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 Bidder 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.

XII. 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. Bidders are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Bidders 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 RFP process. If it is discovered that a prospective 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.

XIII. TASK ORDER CONTACT

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 Karen Schmidt at kschmidt@cleanpoweralliance.org.

XIV. ATTACHMENTS

Attachment A – Master Agreement Exhibits

Attachment A

EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION

CPA's PROJECT DIRECTOR:

Name: Theodor Bardacke
Title: Executive Director
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017

Telephone: (213) 269-5890
E-Mail Address: tbardacke@cleanpoweralliance.org

EXHIBIT B
CONTRACTOR ADMINISTRATION

Task Order No. _____

CPA Master Agreement No. _____

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)

Task Order No. _____ CPA Master Agreement No. _____

Project Title: Expansion Feasibility Study

Period of Performance: _____

CPA PROJECT DIRECTOR: Ted Bardacke

CPA TASK ORDER MANAGER Karen Schmidt

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 of Southern California
Attn: Chief Financial Officer
801 S. Grand Ave., Ste. 400
Los Angeles, CA 90017
Email: accountspayable@cleanpoweralliance.org

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 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	Jeff Maloney	Councilmember
Arcadia	Sho Tay	Councilmember
Beverly Hills	Julian Gold	Councilmember
Calabasas	Mary Sue Maurer	Mayor Pro Tem
Camarillo	Susan Santangelo	Councilmember
Carson	Jawane Hilton	Councilmember
Claremont	Corey Calaycay	Councilmember
Culver City	Daniel Lee	Vice Mayor
Downey	Sean Ashton	Councilmember
Hawaiian Gardens	Myra Maravilla	Councilmember
Hawthorne	Alex Monteiro	Councilmember
Los Angeles County	Sheila Kuehl	Supervisor District 3
Malibu	Mikke Pierson	Mayor
Manhattan Beach	Hildy Stern	Mayor Pro Tem
Moorpark	Janice Parvin	Mayor
Ojai	Betsy Stix	Mayor
Oxnard	Bert Perello	Councilmember
Paramount	Vilma Cuellar Stallings	Councilmember
Redondo Beach	Christian Horvath	Councilmember
Rolling Hills Estates	Steve Zuckerman	Councilmember
Santa Monica	Kevin McKeown	Councilmember
Sierra Madre	Robert Parkhurst	Councilmember
Simi Valley	Ruth Luevanos	Councilmember
South Pasadena	Diana Mahmud	Councilmember
Temple City	Fernando Vizcarra	Councilmember
Thousand Oaks	Bob Engler	Councilmember
City of Ventura	Sofia Rubalcava	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
Agoura Hills	Louis Celaya	Deputy City Manager
Alhambra	Martin Ray	Director of Utilities

County/City	Alternate Director(s)	Title
Alhambra	Sasha Perez	Mayor
Arcadia	Dominic Lazzaretto	City Manager
Arcadia	Tom Tait	Public Works Director
Beverly Hills	Robert Wunderlich	Councilmember
Calabasas	David Shapiro	Mayor
Calabasas	John Bingham	Sr. Mgmt. Analyst
Camarillo	Shawn Mulchay	Mayor
Camarillo	Tony Trembley	Councilmember
Carson	Cedric L. Hicks Sr.	Mayor Pro Tem
Carson	Reata Kulcsar	Staff
Claremont	Jennifer Stark	Mayor
Culver City	Joe Susca	Sr. Mgmt. Analyst
Culver City	Yasmine-Imani McMorrin	Councilmember
Downey	Catherine Alvarez	Councilmember
Downey	Mario Trujillo	Councilmember
Hawaiian Gardens	Ramie L. Torres	Administrative Technician
Hawthorne	Akbar Farokhi	Public Works Manager
Hawthorne	Frank Feng	Financial Analyst
Los Angeles County	Gary Gero	Chief Sustainability Officer
Los Angeles County	Holly Mitchell	Supervisor District 2
Malibu	Christine Shen	Envir. Sustain. Analyst
Malibu	Steve Uhring	Councilmember
Manhattan Beach	Dana Murray	Envir. Manager
Manhattan Beach	Richard Montgomery	Councilmember
Moorpark	Jessica Sandifer	Community Svc. Manager
Ojai	Michelle Ellison	Public
Ojai	William Weirick	Mayor Pro Tem
Oxnard	Kathleen Mallory	Envir. Svc. Manager
Oxnard	Vianey Lopez	Councilmember
Paramount	Adriana Figueroa	Public Works Director
Paramount	Isabel Aguayo	Councilmember
Redondo Beach	John Gran	Councilmember
Redondo Beach	Ted Semaan	Public Works Director
Rolling Hills Estates	Debby Stegura	Councilmember
Rolling Hills Estates	Jeannie Naughton	Senior Planner
Santa Monica	David Pettit	Public
Santa Monica	Pam O'Connor	Public
Sierra Madre	Gabe Engeland	City Manager
Sierra Madre	James Carlson	Management Analyst
Simi Valley	Keith Mashburn	Mayor
Simi Valley	Samantha Argabrite	Deputy City Manager
South Pasadena	Kim Hughes	Public
South Pasadena	Michael Cacciotti	Mayor Pro Tem
Temple City	Tom Chavez	Mayor Pro Tem
Temple City	William Man	Councilmember

County/City	Alternate Director(s)	Title
Thousand Oaks	Cliff Finley	Public Works Director
Thousand Oaks	Helen Cox	Sustainability Div. Mgr.
City of Ventura	Joe Yahner	Div. Mgr., Envir. Sustain.
City of Ventura	Mike Johnson	Councilmember
Ventura County	Carmen Ramirez	Supervisor District 5
West Hollywood	Lauren Meister	Councilmember
West Hollywood	Robyn Eason	Senior Planner
Westlake Village	Brad Halpern	Mayor Pro Tem
Westlake Village	Phillippe Eskandar	Deputy City Manager
Whittier	Henry Bouchot	Councilmember
Whittier	Vicki Smith	Public Works Manager

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