



# TASK ORDER

## Cost of Service Ratemaking Study

### I. TASK ORDER SUMMARY

CPA is seeking a provider to conduct a study that will inform a potential change to the CPA rate setting approach. Currently CPA's rate setting approach is a hybrid of cost-of-service rates and rates that are indexed to SCE's rates, while following SCE rate design structure. CPA is planning to conduct this study to: 1) better understand the current landscape of Cost-of-Service rate setting; 2) review potential cost-of-service based rate setting approaches, and; 3) decide whether it will continue to fundamentally follow SCE rate design or deviate significantly in future years.

### II. ABOUT CLEAN POWER ALLIANCE

CPA is California's largest Community Choice Aggregation ("CCA") program, established in 2017 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 generation service providers for the first time to over 1 million customers in our region.

### III. TASK ORDER BACKGROUND

During its launch, CPA elected to enroll its customers in phases, each phase with a corresponding Power Charge Indifference Adjustment ("PCIA") vintage. CPA began serving its first customers in February 2018 (Phase 1). CPA now serves customers with 2017, 2018, and 2019 PCIA vintages.

CPA has modified its rate setting methodology and expanded its rate product offerings over time. Currently, CPA offers five power products:

- Lean Power, which offers approximately 40% clean energy (GHG free)
- Clean Power, which offers approximately 50% clean energy (GHG free and renewable mix)
- 100% Green, which offers 100% renewable energy for customers who elect it
- 100% Green Default, which offers 100% renewable energy specifically to customers in jurisdictions that have elected 100% Green as the default rate product
- 100% Green Default (CARE/FERA/Medical Baseline), which offers 100% renewable energy at subsidized generation rates (for customers in the CARE, FERA, and/or Medical Baseline SCE rate programs that are located in jurisdictions where they are defaulted to the 100% Green power product)

CPA currently targets each rate to be a comparison of SCE's rates using a discount or premium factor that varies by rate product. There is also a subset of commercial and lighting CPA customers that have cost of service (COS) based rates.

Each local agency CPA serves has independent authority to set the power product that is the default product for each customer upon enrollment in SCE. Agencies may also decide to automatically default customers to a "greener" level of service subsequent to their initial enrollment. After their default enrollment, customers have their choice of power product, and can "opt up" or "opt down" to a different power product.

## IV. TASK LIST

### A. Task #1: Study Preparation and Analysis

The selected proposer will, in consultation with and under the strategic guidance of CPA, perform the following services in preparation for completing the study:

- Develop a background memo for CPA staff that describes the current landscape of:
  - Developing revenue requirements for generation-only load serving entities.
  - Current Cost of Service (COS) utility rate design methodologies and approaches in practice, including a discussion of both embedded and marginal cost approaches.
  - Cost Allocation Methodologies.
- Meet with CPA staff to:
  - Clarify CPA's rate setting history and current approach.
  - Identify Key CPA rate setting objectives and parameters.
  - Identify Data Needs to analyze and implement COS based rate setting approaches and potential data gaps.
- Cost of Service Model and Cost Allocation Methodology:
  - Develop COS Model and Cost Allocation Methodology for the purposes of the study analysis and CPA's future use.
  - Identify the current cost to serve each rate class and power product, and project future cost to serve using relevant inputs.
  - Identify the cost to serve customers with behind the meter generation and storage assets and electric vehicles/Electric Vehicle Supply Equipment (EVSE).
- Identify elements that impact Cost of Service rate design. For each of these elements, discuss key considerations for CPA. These elements should include but are not limited to:
  - Mix of demand charges and energy charges
  - TOU periods (hours, day of week) and seasons (months)
  - TOU ratios
  - Voltage discounts
  - Indifference charges, including multiple PCIA vintages
  - Weather and geography related load and cost volatility

**Task 1 Deliverables:** Initial landscape memo, Complete Cost of Service Model and Cost Allocation Methodology, Identification of rate design elements

### B. Task #2: Identification of Approaches, Recommendations, and Final Study

- Identify and propose 2-3 discrete COS-based CPA rate setting approaches that take into account key rate setting elements defined in Task 1 above. Rate setting approaches should also consider the following questions:
  - How to structure price difference between CPA's five rate products.
    - Adders, discounts, or other?
  - Should CPA expand or contract the number of rate groups? Are there opportunities to combine rate classes or create new ones?
  - How to approach treatment of legacy rates, including Net Energy Metering?
  - How to approach treatment of customers on discount programs, such as CARE, FERA, and Medical Baseline?
  - What is the cost allocation methodology?
  - How might the transition to default residential time of use impact these approaches?

- How might projected load changes due to future DER and electrification impact these approaches?

For each approach, develop representative rates and cost comparisons to SCE for key rate classes.

- Identify a recommended rate setting approach based on CPA rate setting objectives.
- Provide implementation strategy recommendations that identify and describe:
  - Potential customer communication strategies
  - Order of implementation for different customer types
    - All customers, all at once, or;
    - Staggered by rate type, customer class, or other?
  - Potential customer exclusions from COS rate implementation
  - Implementation timing
    - What time of year would minimize and/or maximize customer impacts?

**Task 2 Deliverables:** Final Study that includes identification of 2-3 discrete approaches, identification of recommended approach, and implementation strategy considerations.

**IMPORTANT NOTE: Providers selected for this Task Order will not be able to bid on any solicitation to implement any recommendations or strategies identified herein.**

## V. PROJECT SCHEDULE AND COORDINATION

Each task listed in Section IV, above, will be undertaken in close coordination with CPA’s project team. The consultant 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.

The key events for CPA’s Cost of Service Study are listed below and may be subject to change.

Note that these dates are subject to change and are intended to be used as a guide only.

Action/Milestone	Key Event Date
CPA Task Order Executed/Work Begins	June 1, 2021
Task Order kick-off meeting with consultant held	June 7, 2021
Task #1 Deliverables Due	July 1, 2021
Task #2 Deliverables Due	September 1, 2021

### A. TASK ORDER SOLICITATION SCHEDULE

- **April 9, 2021:** Task Order released.
- **April 15, 2021 by 4:00pm:** Deadline to submit questions to CPA. Please submit questions to [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org) and [cc: contracting@cleanpoweralliance.org](mailto:cc:contracting@cleanpoweralliance.org).
- **April 19, 2021 by 5:00pm:** CPA to release responses to proposer questions on its website at [www.cleanpoweralliance.org/](http://www.cleanpoweralliance.org/)
- **April 30, 2021 by 4:00pm:** Deadline for bidder proposals to Task Order solicitation. Please submit proposals to [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org) and [cc: contracting@cleanpoweralliance.org](mailto:cc:contracting@cleanpoweralliance.org).
- **No later than May 15, 2021:** CPA to Notify Selected Proposer
- **After June 1, 2021:** Task Order executed, and selected proposer begins work

## VI. PROPOSER QUESTIONS & CPA RESPONSES

Potential proposers may submit questions regarding this Task Order by sending an email to [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org) with a copy to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org). All questions must be received by 4:00pm on April 15, 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 19, 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 unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

## VII. BUDGET

Pricing may be proposed on either a time and materials basis (with a not-to-exceed amount specified) or fixed price. Subconsultant costs, if applicable, should be broken out separately. In its cost proposal, Provider should budget for regular check-in calls with CPA staff.

### A. Costs

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

- Task 1
- Task 2

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

## VIII. 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, either fixed price or time and materials, broken out by task. Time and materials must include a list of personnel with titles and rates and a not-to-exceed amount.
- 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.

**REMINDER: Providers selected for this Task Order will not be able to bid on any solicitation to implement any recommendations or strategies identified herein.**

## IX. 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.

## **X. 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.

## **XI. CONFLICTS OF INTEREST**

CPA is governed by the Political Reform Act (Government Code Sections 87100, et seq.), 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.

## **XII. TASK ORDER CONTACT**

All contact regarding this task order or any matter relating thereto must be in writing and may be emailed to Tyler Aguirre at [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org) with a copy to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org).

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](mailto: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)**

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(CONTRACTOR NAME)

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

Project Title: Cost of Service Ratemaking Study

Period of Performance: \_\_\_\_\_

CPA PROJECT DIRECTOR: Ted Bardacke

CPA TASK ORDER MANAGER Matthew Langer

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](mailto: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 1) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4. If NO, proceed to Section 4.

**Section 3**

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

\*Attach additional pages, if necessary

**Section 4**

I, \_\_\_\_\_, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements. I declare the foregoing disclosures to be true and correct.

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DISCLOSURE DATE: \_\_\_\_\_

**Exhibit D5 - Attachment 1****REGULAR DIRECTORS**

<b>County/City</b>	<b>Regular Directors</b>	<b>Title</b>
<b>Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>Alhambra</b>	Jeff Maloney	Councilmember
<b>Arcadia</b>	Sho Tay	Councilmember
<b>Beverly Hills</b>	Julian Gold	Councilmember
<b>Calabasas</b>	Mary Sue Maurer	Mayor Pro Tem
<b>Camarillo</b>	Susan Santangelo	Councilmember
<b>Carson</b>	Jawane Hilton	Councilmember
<b>Claremont</b>	Corey Calaycay	Councilmember
<b>Culver City</b>	Daniel Lee	Vice Mayor
<b>Downey</b>	Sean Ashton	Councilmember
<b>Hawaiian Gardens</b>	Myra Maravilla	Councilmember
<b>Hawthorne</b>	Alex Monteiro	Councilmember
<b>Los Angeles County</b>	Sheila Kuehl	Supervisor District 3
<b>Malibu</b>	Mikke Pierson	Mayor
<b>Manhattan Beach</b>	Hildy Stern	Mayor Pro Tem
<b>Moorpark</b>	Janice Parvin	Mayor
<b>Ojai</b>	Betsy Stix	Mayor
<b>Oxnard</b>	Bert Perello	Councilmember
<b>Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>Redondo Beach</b>	Christian Horvath	Councilmember
<b>Rolling Hills Estates</b>	Steve Zuckerman	Councilmember

<b>Santa Monica</b>	Kevin McKeown	Councilmember
<b>Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>Simi Valley</b>	Ruth Luevanos	Councilmember
<b>South Pasadena</b>	Diana Mahmud	Councilmember
<b>Temple City</b>	Fernando Vizcarra	Councilmember
<b>Thousand Oaks</b>	Bob Engler	Councilmember
<b>City of Ventura</b>	Sofia Rubalcava	Councilmember
<b>Ventura County</b>	Linda Parks	Supervisor District 2
<b>West Hollywood</b>	Lindsey Horvath	Mayor
<b>Westlake Village</b>	Kelly Honig	Mayor Pro Tem
<b>Whittier</b>	Fernando Dutra	Councilmember

#### **ALTERNATE DIRECTOR(S)**

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
<b>Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>Alhambra</b>	Jeff Maloney	Councilmember
<b>Arcadia</b>	Sho Tay	Councilmember
<b>Beverly Hills</b>	Julian Gold	Councilmember
<b>Calabasas</b>	Mary Sue Maurer	Mayor Pro Tem
<b>Camarillo</b>	Susan Santangelo	Councilmember
<b>Carson</b>	Jawane Hilton	Councilmember
<b>Claremont</b>	Corey Calaycay	Councilmember
<b>Culver City</b>	Daniel Lee	Vice Mayor
<b>Downey</b>	Sean Ashton	Councilmember
<b>Hawaiian Gardens</b>	Myra Maravilla	Councilmember

<b>Hawthorne</b>	Alex Monteiro	Councilmember
<b>Los Angeles County</b>	Sheila Kuehl	Supervisor District 3
<b>Malibu</b>	Mikke Pierson	Mayor
<b>Manhattan Beach</b>	Hildy Stern	Mayor Pro Tem
<b>Moorpark</b>	Janice Parvin	Mayor
<b>Ojai</b>	Betsy Stix	Mayor
<b>Oxnard</b>	Bert Perello	Councilmember
<b>Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>Redondo Beach</b>	Christian Horvath	Councilmember
<b>Rolling Hills Estates</b>	Steve Zuckerman	Councilmember
<b>Santa Monica</b>	Kevin McKeown	Councilmember
<b>Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>Simi Valley</b>	Ruth Luevanos	Councilmember
<b>South Pasadena</b>	Diana Mahmud	Councilmember
<b>Temple City</b>	Fernando Vizcarra	Councilmember
<b>Thousand Oaks</b>	Bob Engler	Councilmember
<b>City of Ventura</b>	Sofia Rubalcava	Councilmember
<b>Ventura County</b>	Linda Parks	Supervisor District 2
<b>West Hollywood</b>	Lindsey Horvath	Mayor
<b>Westlake Village</b>	Kelly Honig	Mayor Pro Tem
<b>Whittier</b>	Fernando Dutra	Councilmember

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

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

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

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

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

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

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

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

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

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Name of Firm

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Signature of Authorized Representative

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Print Name and Title of Signatory

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Date

**EXHIBIT E**

**EXECUTED TASK ORDERS**