

# TASK ORDER

## Customer Programs Support Services

### I. TASK ORDER SUMMARY

Clean Power Alliance (“CPA”) is seeking proposals from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) for Customer Programs operational and strategy support services. This will include providing support and strategic guidance to the Customer Programs team and their on-going program implementation, supporting program design and Request for Proposals (“RFP”), along with reviewing processes and recommending improvements.

### II. ABOUT CLEAN POWER ALLIANCE

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority to provide clean energy options at competitive rates to more than 1 million customers. CPA is now comprised of 35 local member agencies across Los Angeles and Ventura Counties that have joined together to offer a choice in electricity service providers to more than three million residents and businesses.

### III. TASK ORDER BACKGROUND

CPA is seeking a temporary Customer Programs support resource at CPA that can serve key operational and program strategy functions, from September 2023, through March 2024, during the current Customer Programs Director’s parental leave. The expectation would be to have regular dedicated days when CPA staff can reach the resource and schedule meetings. There is no requirement to be in the CPA Los Angeles office, but it is encouraged that the resource does so periodically. The ideal candidate has leadership experience, along with understanding and expertise in developing and delivering clean energy programs in California.

CPA is implementing seven (7) programs stemming from its Local Program for a Clean Energy Action plan, which was adopted by CPA’s Board of Directors in 2020. CPA is also in the process of designing and launching the new programs detailed in the recently published Action Plan, which directs the next wave of CPA’s programmatic activities. The selected Proposer shall manage program design, stakeholder engagement, creation of RFP materials, and program launch.

CPA is seeking proposals from qualified Proposers to provide Customer Programs support services for this work, as described in the task list below. Services under this Task Order are expected to continue for six (6) months but may be extended upon agreement of the parties.

### IV. TASK LIST

#### A. Task 1: Onboarding Transition.

1. Create and review workplan with CPA’s Program Director.
  - a. Confirm key meetings and dates.
2. Set up internal on-going coordination meetings as directed.
  - a. Attend Program Team meetings and transition meeting invitations.
  - b. Attend staff check-in meetings.
  - c. Meet with key internal stakeholders.
3. Participate in weekly transition sessions with CPA’s Program Director to capture and track questions and action items.

#### Task 1 Deliverables:

- Completed and approved workplan with key deliverables and timelines.

## **B. Task 2: Program Team Operational Support.**

1. Provide team leadership and oversight to ensure the team is meeting project milestones. Review and provide feedback on program materials to ensure consistency and adherence to best practices. This includes, but is not limited to:
  - a. Host weekly 30-minute meetings with program team staff to review their priorities, provide feedback on identified issues and help escalate items that need support or decisions.
  - b. Create agenda and host bi-weekly program team meetings (1 hour).
  - c. Create agenda and host weekly check-in meeting with COO (30 minutes - 1hr or as needed).
  - d. Attend bi-weekly all company staff meetings, providing brief updates on program activities.
  - e. Review and provide feedback on marketing materials, contracts, solicitations, and other agreements in advance of legal review.
2. Manage internal preparation for Board of Directors and Community Advisory Committee (CAC) communications by directing the team in preparation for meetings with key external stakeholders to gain feedback and buy-in on proposals.
  - a. Attend CAC and Board of Directors meetings and committee meetings where Programs are a topic of discussion to hear feedback and input.
  - b. Support and oversee Program Managers in their presentations on specific items, including review of materials and preparation for presentations/reports.
  - c. Develop materials for CPA internal review as well as for CPA Board of Directors, CAC, and Committee meetings, as directed by CPA. Materials may include, but are not limited to, staff reports, PowerPoint presentations, and related documents.
3. Collaborate with key internal stakeholders to ensure visibility into program activities and support their resource planning.
  - a. Provide bi-weekly program update meetings (cross functional team)
  - b. Ensure clear communication is maintained with Marketing and Communications, Regulatory, Government Affairs, Legal, and Customer Care through periodic communications and meetings as needed.

### **Task 2 Deliverables:**

- Completion of operation support activities, including on-going coordination meetings as set forth above.
- Completed materials as set forth above, including staff reports, PowerPoint presentations, and related documents.

## **C. Task 3: Program Design and Strategy**

1. Provide expert guidance and strategic support in program design processes and help Program Managers advance program(s) to launch and/or RFP stages.
  - a. Oversee Local Government Program to issue primary RFPs for fleet electrification and building electrification consultant(s) by the end of November 2023. Program goal is to begin customer outreach and enrollment in Q1 2024.
  - b. Oversee storage Incentive Program Phase 1 launch in January 2024. Phase 2 design and RFP launch planned by the end of February 2024.
  - c. Oversee Energy Advisor Program design and planned launch of RFP by end of February 2024.

**Task 3 Deliverables:**

- Completion of Local Government Program activities as set forth above.
- Completion of Storage Incentive Program activities as set forth above.
- Completion of Energy Advisor Program activities as set forth above.

**D. Task 4: Off-Boarding Transition**

1. Provide best practices documentation and recommendations to support on-going team operational efficiencies and growth.
  - a. Create Customer Program start-up checklist and templates.
2. Transition key tasks back to CPA's Program Director.
  - a. Plan and attend weekly meetings to transition on-going efforts.
  - b. Coordinate transfer of meetings back to CPA's Program Director.

**Task 4 Deliverables:**

- Best practice documentation and recommendations.
- Customer Programs start-up checklist and templates.
- Completion of task transition activities, including transfer meetings, as set forth above.

**V. PROJECT SCHEDULE AND COORDINATION**

Each task listed in Section IV above will be undertaken in close coordination with CPA's project team. The contractor 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 Customer Program Support Services are listed below for illustrative purposes only and are subject to change..

Note: rows shaded in grey are milestones related to CPA's Board of Director's meeting schedule.

<b>Key Event Dates (2023-2024)</b>	<b>Action</b>
September 11, 2023	Task Order kick-off with Proposer
September 22, 2023	Complete Task 1: Onboarding Transition
October 2 - March 1, 2024	Complete Tasks 2: Program Team Operational Support
November 31, 2023	Complete Task 3.a: Local Government Program RFPs
February 29, 2024	Complete Task 3.b: Storage Incentive Phase 2 RFP
February 29, 2024	Complete Task 3.c: Energy Advisor RFP
March 4-15, 2024	Complete Task 4: Off-boarding Transition

**A. TASK ORDER SOLICITATION SCHEDULE**

- **July 14, 2023:** Task Order released.
- **July 20, 2023, by 4:00 PM (PDT):** Deadline to submit questions to CPA. Please submit questions to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) and cc: [joneill@cleanpoweralliance.org](mailto:joneill@cleanpoweralliance.org).
- **July 26, 2023, by 5:00 PM (PDT):** CPA to release responses to proposer questions on its website at [www.cleanpoweralliance.org](http://www.cleanpoweralliance.org).
- **August 4, 2023, by 4:00 PM (PDT):** Deadline for Proposals to Task Order solicitation. Please submit Proposals to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org).
- **August 7-11, 2023:** CPA evaluates Proposals, selects Proposer(s), and if appropriate, negotiates final Task Order(s).
- **September 7, 2023:** Task Order(s) presented to Board for approval (if needed).
- **September 8, 2023:** Task Order(s) executed, and selected Proposer(s) begin work.

## **VI. PROPOSER QUESTIONS & CPA RESPONSES**

Potential Proposers may submit questions regarding this Task Order by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [joneill@cleanpoweralliance.org](mailto:joneill@cleanpoweralliance.org). All questions must be received by **4:00 PM (PDT)** on **July 20, 2023**. 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 within 3 business days after the deadline for question to CPA's website at: <https://cleanpoweralliance.org/contracting-opportunities/>.

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 a time and materials basis (with a not-to-exceed amount specified) Subconsultant costs, if applicable, should be broken out separately. In its cost proposal, Proposer should budget for regular check-in calls with CPA staff.

### **A. COSTS**

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

- Task 1.
- Task 2.
- Task 3.
- Task 4.

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

## **VIII. PROPOSAL REQUIREMENTS**

Proposals shall include the following components:

- Overall approach to the work.
- 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.

## **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 Proposer's proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

## **XI. CONFLICTS OF INTEREST**

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Proposers are



required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing Proposer conduct. Proposers 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 [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [joneill@cleanpoweralliance.org](mailto:joneill@cleanpoweralliance.org).



***EXHIBIT A***  
**CLEAN POWER ALLIANCE ADMINISTRATION**

**CPA's PROJECT DIRECTOR:**

**Name:** Matthew Langer  
**Title:** Chief Operating Officer  
**Address:** 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
**Telephone:** (213) 713-7012  
**E-Mail Address:** [mlanger@cleanpoweralliance.org](mailto:mlanger@cleanpoweralliance.org)



**EXHIBIT B  
CONTRACTOR ADMINISTRATION**

Task Order No. XX

CPA Master Agreement No. XX

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_





**EXHIBIT C**  
**MASTER AGREEMENT TASK ORDER**  
**(TIME AND MATERIALS BASIS)**

\_\_\_\_\_  
(CONTRACTOR NAME)

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

Project Title: \_\_\_\_\_

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

CPA Project Director: \_\_\_\_\_

CPA Task Order Manager: \_\_\_\_\_

**I. GENERAL**

Contractor shall satisfactorily perform all Services detailed in the Task Order attached hereto as Exhibit \_\_, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

**II. PERSONNEL**

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category \_\_\_\_\_

Name \_\_\_\_\_ @ \$\_\_\_\_./hour.

Name \_\_\_\_\_ @ \$\_\_\_\_./hour.

**III. PAYMENT**

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Task Order shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

B. Contractor shall invoice CPA only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor personnel under this TASK ORDER, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Statement of Work notwithstanding the fact that total payment from CPA shall not exceed the Total Maximum Amount.

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



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

IV. SERVICES

In accordance with Master Agreement Section 2 (Work), 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 (Work) of the Master Agreement, which establishes 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 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 are 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. §18438.5):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Attach additional pages, if necessary



**Section 2**

Has Contractor or Proposer (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/Proposer 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: \_\_\_\_\_

**Attachment 1**

**REGULAR DIRECTORS**

	<b>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
1	<b>Agoura Hills</b>	Deborah Klein Lopez	Councilmember
2	<b>Alhambra</b>	Jeff Maloney	Councilmember
3	<b>Arcadia</b>	Michael Cao	Councilmember
4	<b>Beverly Hills</b>	Julian Gold	Councilmember
5	<b>Calabasas</b>	David Shapiro	Councilmember
6	<b>Camarillo</b>	Susan Santangelo	Councilmember
7	<b>Carson</b>	Cedric Hicks	Councilmember
8	<b>Claremont</b>	Corey Calaycay	Councilmember
9	<b>Culver City</b>	Albert Vera	Mayor
10	<b>Downey</b>	Mario Trujillo	Councilmember
11	<b>Hawaiian Gardens</b>	Maria Teresa Del Rio	Councilmember
12	<b>Hawthorne</b>	Alex Monteiro	Councilmember
13	<b>Los Angeles County</b>	Lindsey Horvath	Supervisor, 3rd District
14	<b>Malibu</b>	Marianne Riggins	Councilmember
15	<b>Manhattan Beach</b>	Amy Howorth	Councilmember
16	<b>Moorpark</b>	Renee Delgado	Councilmember
17	<b>Ojai</b>	Betsy Stix	Mayor
18	<b>Oxnard</b>	Bert Perello	Councilmember
19	<b>Paramount</b>	Vilma Cuellar Stallings	Councilmember
20	<b>Redondo Beach</b>	Christian Horvath	Councilmember
21	<b>Rolling Hills Estates</b>	Debby Stegura	Councilmember
22	<b>Santa Monica</b>	Gleam Davis	Councilmember
23	<b>Sierra Madre</b>	Robert Parkhurst	Councilmember
24	<b>Simi Valley</b>	Rocky Rhodes	Councilmember
25	<b>South Pasadena</b>	Jon Primuth	Councilmember
26	<b>Temple City</b>	Fernando Vizcarra	Councilmember
27	<b>Thousand Oaks</b>	David Newman	Councilmember
28	<b>City of Ventura</b>	Liz Campos	Councilmember
29	<b>Ventura County</b>	Vianey Lopez	Supervisor, 5th District
30	<b>West Hollywood</b>	John Erickson	Councilmember
31	<b>Westlake Village</b>	Ned Davis	Councilmember
32	<b>Whittier</b>	Fernando Dutra	Councilmember

### ALTERNATE DIRECTORS

Member Agency		Alternate Directors	Title
1	<b>Agoura Hills</b>	Illece Buckley Weber	Councilmember
2	<b>Alhambra</b>	Sasha Renee Perez	Councilmember
3	<b>Arcadia</b>	-	-
4	<b>Beverly Hills</b>	-	-
5	<b>Calabasas</b>	Ed Albrecht	Councilmember
6	<b>Camarillo</b>	Martita Martinez-Bravo	Councilmember
		Tony Trembley	Councilmember
7	<b>Carson</b>	Jim Dear	Councilmember
8	<b>Claremont</b>	Jennifer Stark	Councilmember
9	<b>Culver City</b>	Yasmine-Imani McMorrin	Councilmember
10	<b>Downey</b>	-	-
11	<b>Hawaiian Gardens</b>	-	-
12	<b>Hawthorne</b>	-	-
13	<b>Los Angeles County</b>	-	-
14	<b>Malibu</b>	Steve Uhring	Councilmember
15	<b>Manhattan Beach</b>	David Lesser	Councilmember
16	<b>Moorpark</b>	-	-
17	<b>Ojai</b>	-	-
18	<b>Oxnard</b>	-	-
19	<b>Paramount</b>	Isabel Aguayo	Vice Mayor
20	<b>Redondo Beach</b>	Todd Loewenstein	Councilmember
21	<b>Rolling Hills Estates</b>	Frank Zerunyan	Councilmember
22	<b>Santa Monica</b>	-	-
23	<b>Sierra Madre</b>	Kelly Kriebs	Council Member
24	<b>Simi Valley</b>	Fred Thomas	Councilmember
25	<b>South Pasadena</b>	-	-
26	<b>Temple City</b>	William Man	Councilmember
		Tom Chavez	Councilmember
27	<b>Thousand Oaks</b>	-	-
28	<b>City of Ventura</b>	Mike Johnson	Councilmember
29	<b>Ventura County</b>	Janice Parvin	Supervisor, 4th District
30	<b>West Hollywood</b>	Chelsea Byers	Councilmember
31	<b>Westlake Village</b>	Susan McSweeney	Councilmember
32	<b>Whittier</b>	Octavio Martinez	Councilmember



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date



**EXHIBIT E**  
**EXECUTED TASK ORDERS**