

## REQUEST FOR QUALIFICATIONS RELATED TO VARIOUS SERVICES

Clean Power Alliance of Southern California (“CPA”) is hereby requesting information regarding the capabilities and qualifications of respondents to this Request for Qualifications (“RFQ”) to provide a variety of services listed below on an as-needed basis. Successful respondents (“Respondents”) will be identified as a Pre-Qualified Provider (“PQP”) eligible to perform services to CPA through the issuance of Task Orders in one or more of the following areas (this is a non-exhaustive list):

- Engineering Services.
- Regulatory Compliance Services.
- Financial Service.
- Marketing and Communications Services.
- Data and Systems Services.
- General and Specialized Staff Support Services.

This RFQ shall remain open until an updated RFQ is issued. Firms wishing to become a PQP may submit qualifications, in accordance with the provisions of this RFQ, at any time. After review, if the Respondent meets the necessary qualifications, they will be added to the PQP list.

Note that decisions on a firm’s ability to make the PQP list are based on a firm’s qualifications rather than pricing. Pricing will be a factor considered during the bid and award process of specific Task Orders.

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### 1. BACKGROUND.

CPA is a Community Choice Aggregator (“CCA”), established as a Joint Powers Authority, made up of 38 local agencies across Los Angeles and Ventura Counties, as of the publication of this document. These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

### 2. RFQ PROCESS.

The objective of this RFQ process is to secure qualified Respondents to provide the above-needed services. Specific tasks, deliverables, etc. will be determined at the time CPA requests Task Order bids.

- 2.1. The Master Agreement (Attached), will be executed with all Respondents who are determined to be qualified.
- 2.2. Upon execution of these agreements, selected Respondents will become pre-qualified CPA contractors, who will be solicited to bid on Task Orders under competitive conditions to provide as-needed support services for CPA. Task Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a Time and Materials basis or on a Fixed Price Per Deliverable basis, subject to the Total Maximum Amount specified on each individual Task Order. The execution of a Master Agreement does not guarantee a Respondent any minimum amount of work.
- 2.3. The Master Agreement includes the various categories of services identified and described in Section 3 of this RFQ. Only those Respondents pre-qualified for the specific category for which the Task Order is being sought will be contacted to submit bids.
- 2.4. Respondents understand and agree that submission of the Respondent's Statement of Qualifications constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Master Agreement, including the Exhibits contained therein.

### 3. POTENTIAL TASK ORDERS AND REQUIRED SERVICES.

It is anticipated that CPA will require services, through the issuance of Task Orders, in the areas listed below. It is not necessary that Respondents be qualified in all areas. Firms responding to this RFQ should clearly indicate which area(s) the firm wishes to be considered for; for example: a firm interested in Community Outreach would submit in the Marketing and Communications area. It is possible that CPA will choose more than one Respondent to be on the PQP list and/or perform the tasks listed. From time to time, CPA may provide more details regarding the services requested to give prospective providers a better understanding of the Tasks being sought. The list below is not intended to be exhaustive, and additional services may be requested in each category.

CATEGORY	POTENTIAL SERVICES DESCRIPTION
<b>Engineering Services</b>	<p><b>Program Feasibility Study:</b> Site inspection; Project feasibility research and presentation of findings.</p> <p><b>Power Project Analysis:</b> Perform cost/benefit analysis for new power generation projects to include solar, wind, geothermal, distributed energy resources (DERs), and batteries; Issue registered professional engineer’s opinion letter stating that these renewable projects are capable of producing the stated output, are operationally sound, and have competitive capital/operating costs; Assist in discussions with various financial institutions on the prudence of acquiring these resources.</p>
<b>Regulatory Compliance Services</b>	<p>Preparation of <b>implementation</b> plans, implementation plan addenda, and <b>feasibility</b> analyses.</p> <p>Guidance on CPA’s position in <b>regulatory and legislative advocacy</b> as well as contribution to CPA’s submissions to regulatory proceedings such as comments, responses, expert testimony, and motions to the <b>California Public Utilities Commission (CPUC)</b> and <b>California Energy Commission (CEC)</b>.</p>
<b>Financial Services</b>	<p><b>Financial Advisory Services:</b> Assist with bank negotiations for services; Provide financial market advice; Provide services associated with being the Financial Advisor.</p> <p><b>Financial Analysis:</b> Financial forecast pro forma development and updates; Energy procurement and collateral term.</p>
<b>Marketing and Communications Services</b>	<p><b>Marketing and Communications:</b> Brand strategy and development; Website Development; Videography; Ad Purchasing; Experiential Marketing (e.g. interactive and/or educational in-person activations and experiences); Print &amp; Mailing; Branded Merchandise; Graphic Design; Market Research.</p> <p><b>Customer Outreach:</b> Translation Services; Event Staffing (e.g. brand ambassadors at community tabling events).</p>
<b>Data and Systems Services</b>	<p><b>Data and Security:</b> Data Management; Cybersecurity services and audits.</p> <p><b>Software and Hardware:</b> IT hardware and software procurement and support; Software Implementation; Specialized software administration related to CAISO energy market scheduling and settlements.</p> <p><b>IT:</b> Help Desk Services.</p>
<b>General and Specialized Staff Support Services</b>	<p><b>Human Resources:</b> Personnel training; Market Research.</p> <p><b>Program Implementation:</b> Project scheduling and implementation management; Incentive administration; Call Center services.</p>

### 4. TIMELINE AND SCHEDULE.

To be inclusive and open to new potential vendors, particularly small and Southern California-based firms who are just learning about CPA, the RFQ remains open until superseded by a new RFQ.

**5. TERM.**

**5.1.** The term of the Master Agreement shall be effective upon the date of its execution by the CEO or designee as authorized by the Board, and shall continue for a period of one (1) year, automatically renewing thereafter for additional one (1) year periods, unless sooner terminated, in whole or in part, as provided herein.

**5.2.** CPA will be continuously accepting Statement of Qualifications until an updated RFQ is issued.

**6. INFORMATION REQUIRED FOR SUBMISSION.**

**6.1. Transmittal Letter Content:**

**6.1.1.** A brief statement of the Respondent’s understanding of the services being requested and considered, as well as any physical or legal limitations or constraints that may exist in allowing the Respondent to provide such services and/or products.

**6.1.2.** Respondent’s Legal name and DBA (if different), with physical street address and telephone number(s), and with the name(s), respective position(s)/title(s), and e-mail address(es) of all individuals authorized to represent Respondent, including to serve as its signatory.

**6.2. Information Statement to describe your firm’s qualifications and experience:** Respondents shall provide an Information Statement that includes, at a minimum, the following:

<b>Requirements for Information Statement Describing Firm’s Qualifications and Experience</b>	
<b>Item Number</b>	<b>Corresponding Description of Qualifications and Experience</b>
1	Experience working with CCAs.
2	Experience working with Electric Utilities.
3	Experience performing or providing the services and products described in the potential Task Order section that apply to your firm.
4	Organizational structure, management information, and other service or product-related information, including number of years Firm or Individual has been in the related business.
5	List or table of key employees including a description of their title, experience, and duties related to the services and/or products you offer, that are covered in this RFQ.
6	List of office locations where work will be performed, if different than physical address referenced above.
7	Names of subcontractors relied on or used to perform services referenced within this RFQ.
8	Description of whether the Respondent has, in the last five years, rendered any service to any of CPA’s member agencies (reference the list provided as an exhibit in this RFQ), either as a contractor or subcontractor, either under the name presented in the Transmittal letter or any other name or organization. If so, please provide the following details: status as prime or subcontractor, brief description of the contract, contract start and end dates, the contract administrator’s name, and total actual contract expenditures.
9	As many as five references (including contact information) to similar or related work performed within the last three years, and include the requested details listed in item 8, as well as the counterparty for which the services were provided.
10	Indication of any and all pending litigation that could affect the viability of Respondent’s submittal, continuance of existing contracts, operation, or financial stability.

**7. SUBMISSION DELIVERY REQUIREMENTS.**

**7.1.** One electronic copy of the submittal shall be emailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with the Subject/Title:

**7.1.1.** [Respondent Name] [Category] Services RFQ Submittal.

- 7.2.** No contact should be made with the Board of Directors, any committee representative, or CPA Member concerning this RFQ. Questions should be sent to: [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org).
- 7.3.** All information received by CPA in response to this RFQ is subject to the California Public Records Act and may be subject to the California Brown Act. All submissions may be subject to review in the event of an audit.

## **8. SUBMITTAL TERMS AND CONDITIONS.**

Clean Power Alliance:

- 8.1.** Reserves the right to cancel this RFQ at any time, reject any and all submittals, and to waive irregularities.
- 8.2.** Shall determine at its sole discretion the value of any and/or all submittals.
- 8.3.** At its sole discretion, may sub-divide or combine submittals.
- 8.4.** Shall perform an initial screening and evaluation to identify and eliminate any submittals that are not responsive to the request for qualifications, do not meet the minimum requirements set for in the request for qualifications, or are otherwise deemed, at CPA's sole discretion, unable to provide dependable and reliable services.
- 8.5.** Reserves the right to submit supplementary follow-up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents.
- 8.6.** Reserves the right, without qualification and at its sole discretion, to accept or reject any or all submittals for any reason without explanation to the Respondent, or to subsequently make an award to one or more Respondent(s), who, in the opinion of CPA, will provide valued service and/or products to CPA and its Members.
- 8.7.** May decline to enter into any potential engagement agreement, contract, or Task Order with any Respondent, terminate negotiations with any Respondent, or may choose to abandon the RFQ process in its entirety.
- 8.8.** Requires those Respondents who provide Qualification submittals to agree to do so without legal recourse against CPA, its Member Agencies, their directors, officers, employees, and agents for rejection of their submittal(s) or for failure to execute or act on their submittal for any reason.
- 8.9.** Shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in conjunction with this request for submittals.
- 8.10.** Shall not be liable for any costs incurred by any Respondent in preparing any information for this Submission in connection with this RFQ process or any and all costs resulting for responding to the RFQ. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
- 8.11.** May require certain performance assurances from Respondents prior to entering into negotiations for a proposed Task Order. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
- 8.12.** Understands that the submission of a submittal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of the RFQ and any addenda subsequently issued prior to the due date of the submittal.
- 8.13.** States that the information in the RFQ is accurate to the best of CPA's knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with CPA.
- 8.14.** Reserves the right to reject any submittal for any reason without cause. CPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with

respect to one or more identified Tasks, and can choose to suspend this RFQ or issue a new RFQ that would supersede and replace this RFQ.

**9. ADDITIONAL CONSIDERATIONS FOR SUBMITTAL.**

- 9.1. Response Preparations.** Submittals should be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- 9.2. Insurance, Licensing, and other Certification.** If selected subsequently to provide Tasks related to this RFQ, the Respondent and each of its known subcontractors will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. CPA may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.
- 9.3. Conflict of Interest.** No CPA employee whose position in CPA enables them to influence the selection of a Respondent for this RFQ, or any competing RFQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Respondent or have any other direct or indirect financial interest in the selection of a Respondent.
- 9.4. CPA-Furnished Property.** CPA or its Members' utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from CPA or applicable Member(s).
- 9.5. Contractor-Furnished Property.** Upon completion of all work under any Task Order developed as a result of this RFQ, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to CPA and no further agreement will be necessary for the transfer of ownership to CPA. CPA has the sole right to distribute, reproduce, publish, license, or grant permission to us all or a portion of the deliverable documentation, work product, or presentations as it determines in its sole discretion.
- 9.6. Additional Requirements.** CPA may place additional requirements on specific Task Orders, when issued such as:
  - 9.6.1.** Local Preference.
  - 9.6.2.** Disabled Veteran Business Enterprises.
  - 9.6.3.** Workforce Education and Development Practices.
  - 9.6.4.** Sustainable Business Practices, Reporting, and Certifications.

## MASTER AGREEMENT

This Master Agreement and Exhibits dated and effective as of [DATE], is made by and between Clean Power Alliance of Southern California (CPA) and [Legal Name of Contractor] (Contractor). CPA and Contractor are sometimes collectively referred to herein as the "Parties" and each individually as a "Party." In consideration of the terms of this Master Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

### RECITALS

**WHEREAS**, CPA may contract with private businesses for services when certain requirements are met;

**WHEREAS**, the Contractor is a private firm specializing in providing such services;

**WHEREAS**, the Board of Directors (Board) has authorized the Chief Executive Officer (CEO) or designee to execute and administer this Master Agreement; and

**WHEREAS**, the purpose of this Master Agreement is to set forth the terms and conditions upon which Contractor shall provide services, as an independent contractor, to CPA.

**NOW, THEREFORE**, for and in consideration of the Master Agreement made, and the payments to be made by Contractor, the Parties agree to the following:

### AGREEMENT

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1. **APPLICABLE DOCUMENTS.** Exhibits A, B, C, D, and E are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, services, or other work, or otherwise between the Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

1.1. Standard Exhibits:

- 1.1.1. Exhibit A – Clean Power Alliance Administration.
- 1.1.2. Exhibit B – Contractor Administration.
- 1.1.3. Exhibit C – Sample Task Orders.
- 1.1.4. Exhibit D – Forms Required for Each Task Order Before Work Begins.
- 1.1.5. Exhibit E – Executed Task Orders.

2. **WORK.**

- 2.1. Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 2.2. Contractor acknowledges that CPA reserves the right to enter into Master Agreements with multiple vendors for services similar to that which is the subject of this Master Agreement. CPA acknowledges that Contractor may perform similar services for other clients.
- 2.3. Task Orders shall generally conform to either Exhibit C (Sample Task Orders) depending on whether the particular Task Order is to be performed on a time and materials basis (see Exhibit C1) or on a fixed price per deliverable basis (see Exhibit C2) as determined by CPA. Each Task Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on

- a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Executed Task Order.
- 2.4. If Contractor provides any task, deliverable, service, or other work to CPA that utilizes other than approved Contractor personnel, and/or that goes beyond the Task Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Executed Task Order as originally written or modified in accordance with Paragraph 22, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against CPA.
  - 2.5. CPA procedures for issuing and executing Task Orders are as set forth in this sub-paragraph 2.5. Upon determination by CPA to issue a Task Order solicitation, CPA shall issue a Task Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. A "Qualified Contractor" is each interested contractor who has submitted a Statement of Qualifications (SOQ) in response to the CPA's Request for Qualifications (RFQ) and has met the minimum qualifications listed in the RFQ and has an executed Master Agreement with the CPA. Qualified Contractors so contacted shall submit a bid to CPA via electronic mail and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Task Order. CPA, at its sole discretion, reserves the right to cancel any Task Order solicitation.
  - 2.6. Upon completion of evaluations, CPA shall execute the Task Order by and through the CEO, or designee identified in this Master Agreement with the lowest cost Qualified Contractor unless the Task Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that CPA's bidding procedure may have the effect that no Task Orders are awarded to some Master Agreement Qualified Contractors. Task Orders are usually issued for periods not extending past the end of CPA's current fiscal year (June 30) with the exception of Task Orders for as-needed services on a time and materials basis, which may be issued to correspond with the term of the Agreement. However, at such time the Task Order is only extended through the end of the fiscal year, CPA may either rebid the Task Order tasks or extend the Task Order if technical or cost circumstances require it.
  - 2.7. CPA estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Task Order bids. Following selection, all Contractors selected must be available to meet with CPA via teleconference or in-person as mutually agreed by the Parties, on the starting date specified in the Task Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Task Order as determined in the sole discretion of CPA's CEO in consultation with the Project Director.
  - 2.8. In the event Contractor defaults three times under sub-paragraph 2.7 within a given CPA fiscal year, then CPA may terminate this Master Agreement pursuant to Paragraph 21, Termination For Default.

### **3. TERM.**

- 3.1. This Master Agreement is effective upon the date of its execution by the CEO or designee as authorized by the Board, and shall continue for a period of one (1) year, automatically renewing thereafter for additional one (1) year periods, unless terminated earlier as per Section 20 or Section 21.
- 3.2. CPA maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether CPA will exercise a Master Agreement renewal.

### **4. CONTRACT SUM.**

- 4.1. Contractor shall not be entitled to any payment by CPA under this Master Agreement except pursuant to validly executed and satisfactorily performed Task Orders. In each year of this Master Agreement, the total of all amounts actually expended by CPA hereunder ("maximum annual expenditures") may not exceed amounts allocated to the CEO by the CPA's Board in their approved budgets. CPA has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 4.2. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, following Contractor's prior written notice to CPA and CPA's subsequent written approval.

4.3. No Payment for Services Provided Following Expiration/Termination of Master Agreement. Contractor shall have no claim against CPA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify CPA and shall immediately repay all such funds to CPA. Payment by CPA for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of CPA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

4.4. Invoices and Payments.

4.4.1. For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice CPA for each Task Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit C1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit C2).

4.4.2. Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed.

4.4.3. CPA shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., except as specifically set forth in a Task Order. In the event the CPA requires the Contractor to travel as part of their work assignments the Task Order will state whether such travel reimbursement is offered.

4.4.4. All work performed by, and all invoices submitted by, Contractor pursuant to Task Orders issued hereunder must receive the written approval of CPA's Task Order Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

4.4.5. Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Task Order.

4.4.6. All invoices submitted by Contractor shall be paid by CPA within thirty (30) days of invoice submittal. Electronic submittal (via email) of Contractor invoices shall be deemed an acceptable means of invoice delivery during the term of this Master Agreement.

4.4.7. Invoice Content. The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Task Order.

4.4.7.1. Time and Materials Work Order. Each invoice submitted by Contractor shall specify:

4.4.7.1.1. CPA Task Order number.

4.4.7.1.2. Period of performance of work being invoiced.

4.4.7.1.3. Name(s) of persons who performed the work.

4.4.7.1.4. Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order.

4.4.7.1.5. Total amount of the invoice.

4.4.7.2. Fixed Price Per Deliverable. Each invoice submitted by Contractor shall specify:

4.4.7.2.1. CPA Task Order number.

4.4.7.2.2. Period of performance of work being invoiced.

4.4.7.2.3. Name(s) of persons who performed the work.

4.4.7.2.4. A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable.

4.4.7.2.5. The total amount of the invoice.

5. **ADMINISTRATION OF MASTER AGREEMENT.** A listing of all CPA and Contractor administrators referenced in the following sub-paragraphs are designated in Exhibits A and B. Either Party shall notify each other in writing of any change in the names or addresses shown.

5.1. CPA Administration.

- 5.1.1. CPA's Project Director. The CPA's Project Director, or designee, is approving authority for individual Task Order solicitations and executions. CPA's Project Director is CPA's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Director shall prepare and issue Task Orders and any Amendments thereto and generally be the first person for Contractor to contact with any questions.
- 5.1.2. CPA's Task Order Manager.
- 5.1.2.1. The CPA's Task Order Manager will also be assigned for each Task Order, which include the following:
- 5.1.2.1.1. Coordinating with Contractor's Project Director on a regular basis, regarding the performance of Contractor's personnel on each particular project.
- 5.1.2.1.2. Providing direction to Contractor in the areas relating to CPA policy, information requirements, and procedural requirements.
- 5.1.2.2. CPA's Task Order Managers are not authorized to make any changes in Task Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments pursuant to Paragraph 22.

5.2. Contractor Administration.

- 5.2.1. Contractor's Project Manager.
- 5.2.1.1. Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify CPA in writing of any change in the name or address of the Contractor's Project Manager.
- 5.2.1.2. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with CPA's Task Order Managers on a regular basis with respect to all active Task Orders, including:
- 5.2.1.2.1. Ensuring that the technical standards and task requirements articulated in the individual Task Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Task Orders.
- 5.2.1.2.2. Coordinating and monitoring the work of Contractor personnel assigned to CPA's Task Order Manager's specific projects, and for ensuring that this Master Agreement's objectives are met.
- 5.2.1.2.3. Monitoring, evaluating, and reporting Contractor performance and progress on the Task Order
- 5.2.2. Contractor's Authorized Official(s).

- 5.2.2.1. Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify CPA in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 5.2.2.2. Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.
- 5.2.3. Approval of Contractor's Staff. CPA has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide CPA with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.
- 5.3. Notices. Any notice, request, demand, or other communication required or permitted under this Master Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address designated in Exhibits A and B; and (2) sent to the physical address designated in Exhibits A and B by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

## 6. CONFIDENTIALITY.

- 6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, any policies concerning information technology security and the protection of confidential records and information.
- 6.2. Contractor agrees that Contractor will hold all confidential information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any confidential information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable.
- 6.3. The Parties acknowledge and agree that the Master Agreement, including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as confidential information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not confidential information.
- 6.4. Confidential information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the confidential information; provided that the disclosure of such information by such third party is not known by Contractor or its representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its representatives develop independently without use of or reference to confidential information provided by CPA; or (5) information that is approved for release in writing by CPA.
- 6.5. Contractor shall indemnify, defend, and hold harmless CPA, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with Section 6 to the extent caused by the negligent acts or

omissions of Contractor, its officers, employees, agents, or subcontractors. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and reasonably approved by CPA. Notwithstanding the preceding sentence, CPA shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor reasonably fails to provide CPA with a full and adequate defense, CPA shall be entitled to retain its own counsel, including, without limitation, General Counsel, and reimbursement from Contractor for all such reasonable costs and expenses incurred by CPA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CPA without CPA's prior written approval.

- 6.6. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 6.7. Contractor shall sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgement and Confidentiality Agreement", Exhibit D4 and the "Campaign Contribution Disclosure Form", Exhibit D5.

## 7. USE OF ARTIFICIAL INTELLIGENCE.

- 7.1. "Artificial Intelligence" means any system or tool that autonomously processes data and/or generates predictions, algorithms, code, recommendations, decisions, textual materials, audiovisual material, or other expressive material, with minimal human intervention, and where the system's behavior may evolve based on new inputs.
- 7.2. Contractor must not use or input any confidential, proprietary, or otherwise sensitive financial, human resources, customer, power procurement, or any other CPA data in any Artificial Intelligence technology.
- 7.3. Contractor shall disclose in writing to CPA any use of Artificial Intelligence technology to generate or produce any deliverables and/or perform Services under this Agreement ("Generative AI"), including the name of Artificial Intelligence products used, when such Artificial Intelligence is used, and the deliverables and Services provided by Contractor that utilized Generative AI. Such disclosure must be provided prior to delivery to CPA of any deliverable that utilized Generative AI to produce.
- 7.4. Contractor represents and warrants that it has the necessary rights and licenses to use any Generative AI.
- 7.5. Contractor represents and warrants that it has full power and authority to grant to CPA any rights or licenses related to Contractor's use of Generative AI.
- 7.6. Contractor represents and warrants that its usage of Artificial Intelligence, production of deliverables, and performance of any Services will not misappropriate, violate, or infringe any third-party intellectual property rights.

- 8. **INSURANCE.** All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work. Each policy shall provide for thirty (30) days advance written notice to CPA of any cancellation. In case of reduction in coverage, Contractor shall provide thirty (30) days advance written notice to CPA. Said policies shall remain in force through the life of this Master Agreement and shall be payable on a per occurrence basis only, except those required by sub-paragraph 8.4 below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligation under Paragraph 9, Indemnification, of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from and to the extent caused by the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

- 8.1. General Liability. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
- 8.2. Auto Liability. Where the services to be provided under this Master Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).
- 8.3. Workers' Compensation. The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.
- 8.4. Professional Liability Insurance. Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Master Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a "retroactive date" prior to the Master Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Master Agreement.

9. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Master Agreement and its Exhibits. Contractor further agrees to indemnify, and save harmless CPA from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

## 10. INDEPENDENT CONTRACTOR.

- 10.1. The Parties acknowledge and agree that in the performance of Task Orders to be rendered under this Master Agreement, Contractor shall at all times be acting and performing as an independent contractor. Contractor shall not be subject to the supervision of Contractor in Contractor's day-to-day performance of Task Orders and is solely responsible for the methods and means used to

perform the Task Orders. Contractor shall supply at Contractor's sole expense, all equipment, tools, materials and/or supplies to accomplish the Task Orders agreed to be performed unless specified in writing.

- 10.2. As an independent contractor, Contractor acknowledges that Contractor will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of CPA; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of CPA; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of CPA.
- 10.3. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Master Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Master Agreement.

**11. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CPA.** CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Master Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with any and all applicable federal, state, and local laws and resolutions affecting services covered by this Master Agreement.

**13. NONDISCRIMINATORY EMPLOYMENT.** Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

**14. WORK PRODUCT.** All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Master Agreement and its Exhibits ("Work Product") shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA. Notwithstanding the foregoing, CPA recognizes that certain intellectual property has been or will be developed by Contractor prior to the execution of a Task Order under this Master Agreement ("Contractor's Intellectual Property"). Limitations on CPA rights to Contractor's Intellectual Property will be stipulated in Executed Task Orders depending on the Work Product to be created.

**15. ASSIGNMENT.** Neither this Master Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Master Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**16. SUBCONTRACTING.** Contractor may not subcontract Task Orders to be performed under this Master Agreement without the prior written consent of CPA. If CPA's written consent to a subcontract is not obtained, Contractor

acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

**17. RETENTION OF RECORDS AND AUDIT PROVISION.** Contractor and any subcontractors authorized by the terms of this Master Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Master Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures pertaining to this Master Agreement. CPA shall have the right, during regular business hours, to review and audit all records relating to this Master Agreement during the Master Agreement period and for at least five (5) years from the date of the completion or termination of this Master Agreement. Any review or audit may be conducted on Contractor's premises or, at CPA's option, Contractor shall provide all records within a maximum of thirty (30) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

**18. CONFLICT OF INTEREST.**

- 18.1. No CPA employee whose position with CPA enables such employee to influence the award of this Master Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence CPA's approval or ongoing evaluation of such work.
- 18.2. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Master Agreement.

**19. GOVERNING LAW, JURISDICTION, AND VENUE.** This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**20. TERMINATION FOR CONVENIENCE.**

- 20.1. CPA may terminate this Master Agreement, and any Task Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the CPA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 20.2. After receipt of a notice of termination and except as otherwise directed by CPA, Contractor shall immediately:
  - 20.2.1.1. Stop work under the Task Order or under this Master Agreement, as identified in such notice.
  - 20.2.1.2. Transfer title and deliver to CPA all completed work and work in process.
  - 20.2.1.3. Complete performance of such part of the work as shall not have been terminated by such notice.

- 20.3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Task Order shall be maintained by the Contractor in accordance with Paragraph 17, Record Retention and Audit Provision.
- 20.4. In the event of termination for convenience, Contractor shall be reimbursed for all work properly performed and completed in the Task Order to the date of termination.

## **21. TERMINATION FOR DEFAULT.**

- 21.1. CPA may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of CPA's CEO:
  - 21.1.1. Contractor has materially breached this Master Agreement.
  - 21.1.2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Task Order issued hereunder.
  - 21.1.3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Task Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as CPA may authorize in writing) after receipt of written notice from CPA specifying such failure.
- 21.2. In the event that CPA terminates this Master Agreement in whole or in part as provided in sub-paragraph 20.1, CPA may procure, upon such terms and in such manner as CPA may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to CPA for any and all excess costs incurred by CPA, as determined by CPA, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph 21.
- 21.3. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 21.1 if its failure to perform this Master Agreement, including any Task Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of CPA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph 21.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 21.4. If, after the CPA has given notice of termination under the provisions of this Paragraph 21, it is determined by the CPA that Contractor was not in default under the provisions of this Paragraph 21, or that the default was excusable under the provisions of sub-paragraph 21.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 20, Termination for Convenience.

## **22. AMENDMENTS.**

- 22.1. CPA's Board of Directors (Board) or CEO or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. CPA reserves the right to add and/or change such provisions as required by CPA's Board or CEO. To the extent that Contractor is agreeable to such additions and/or changes, a copy of the amendment to the Master Agreement shall be executed by the Parties. If Contractor is not agreeable to such additions and/or changes, Contractor will provide sixty (60) days termination notice to the CEO, and

this Master Agreement and its Executed Task Orders shall no longer be effective following such period of time. Contractor shall work with CPA in assuring there is a smooth transition of services to CPA provided under the Executed Task Order(s) and provide all Work Product to CPA. CPA shall be liable for payment of any fees associated with work completed by Contractor under an Executed Task Order until termination of the Master Agreement occurs.

- 22.2. The CEO, or designee may, at their sole discretion, authorize renewals as defined in Paragraph 3, Term, of Master Agreement. Contractor agrees that such renewals shall not change any other term or condition of this Master Agreement during the period of such renewal.
- 22.3. Addition of Skilled Categories/Technical Specializations. An Amendment to the Master Agreement shall be prepared and executed by Contractor and by CPA to add or delete Skilled Categories or Technical Specializations.
- 22.4. Changes to Subsequent Task Orders. For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor personnel for a Task Order, a Task Order Amendment shall be prepared, and executed by CPA's Project Director and Contractor's Project Manager. The Board and/or CEO may negotiate further terms and conditions in an Executed Task Order depending on the scope of services it is seeking in the Task Order.

23. **SEVERABILITY.** Should any provision of this Master Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Master Agreement, but rather, the remainder of the Master Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

24. **COMPLETE AGREEMENT.** This Master Agreement constitutes the entire agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each Party. Failure of either party to enforce any provision or provisions of this Master Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Master Agreement.

25. **COUNTERPARTS.** This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Agreement on the date first above written.

Accepted and agreed to by: [Enter Full Contractor Name]	Accepted and agreed to by: Clean Power Alliance of Southern California
Signature: _____	Signature: _____
Name: _____	Name: Matthew Langer
Title: _____	Title: Chief Operating Officer

**Exhibit A – Clean Power Alliance Administration**

Task Order No. [XX]

**CPA's Project Director:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Exhibit B – Contractor Administration**

Task Order No. [XX]

**Contractor’s Project Manager:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Contractor’s Authorized Officials:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Exhibit C – Sample Task Order Formats**

C1: Time and Materials Basis

C2: Fixed Price Per Deliverable Basis

**A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL TASK ORDER**

**Exhibit C1 - Sample Task Order Format**  
(Time and Materials Basis)

[CONTRACTOR NAME] ("Contractor")

<b>Task Order No. [XX]</b>	
<b>Project Title:</b>	
<b>Period of Performance:</b>	
<b>CPA Project Director:</b>	
<b>CPA Task Order Manager:</b>	

1. GENERAL

1.1. Contractor shall satisfactorily perform all the tasks and provide all the Services detailed in the Task Order attached hereto as Exhibit C1-A, on a time and materials basis, in compliance with the terms and conditions of Contractor’s Master Agreement.

2. PERSONNEL

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

<b>Name</b>	<b>Skill Category</b>	<b>Hourly Rate</b>

3. PAYMENT

3.1. The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Task Order is shown below:

<b>Task Description</b>	<b>Maximum Amount</b>
<b>Total Maximum Amount:</b>	

3.2. A project budget shall be presented and approved by CPA for each task before any work commences. CPA reserves the right to reject and to not pay costs that were not approved in compliance with this provision.

3.3. 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 Section 3.1, above.

3.4. Contractor shall satisfactorily perform and complete all required Services detailed in the Task Order attached hereto as Exhibit C1-A notwithstanding the fact that total payment from CPA shall not exceed the Total Maximum Amount.

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

Clean Power Alliance
Attn: Accounts Payable
801 S. Grand Ave, Ste. 400
Los Angeles, CA 90017
Email: <a href="mailto:accountspayable@cleanpoweralliance.org">accountspayable@cleanpoweralliance.org</a>

4. SERVICES

4.1. 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.

4.2. 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.

4.3. 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:

- 4.3.1. That is not specified in this Task Order, and/or
- 4.3.2. That utilizes personnel not specified in this Task Order, and/or
- 4.3.3. That exceeds the Total Maximum Amount of this Task Order, and/or
- 4.3.4. 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.

Accepted and agreed to by: [Enter Full Contractor Name]	Accepted and agreed to by: Clean Power Alliance of Southern California
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

**Exhibit C2 - Sample Task Order Format**  
(Fixed Price Per Deliverable Basis)

[CONTRACTOR NAME] ("Contractor")

**Task Order No. [XX]**  
**Project Title:**  
**Period of**  
**Performance:**  
**CPA Project Director:**  
**CPA Task Order**  
**Manager:**

1. GENERAL

1.1. Contractor shall satisfactorily perform all the tasks and provide all the Services detailed in the Task Order attached hereto as Exhibit C1-A, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement.

2. PERSONNEL

2.1. Contractor shall provide the below-listed personnel:

Name	Skill Category

3. PAYMENT

3.1. The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Task Order is shown below:

Task Description	Maximum Amount
Task #1:	
Task #2:	
Task #3:	
Task #4:	
<b>Total Maximum Amount:</b>	

3.2. 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 Section 3.1, above.

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

Clean Power Alliance  
Attn: Accounts Payable  
801 S. Grand Ave, Ste. 400  
Los Angeles, CA 90017  
Email: [accountspayable@cleanpoweralliance.org](mailto:accountspayable@cleanpoweralliance.org)

4. SERVICES

- 4.1. 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.
  
- 4.2. 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.
  
- 4.3. 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:
  - 4.3.1. That is not specified in this Task Order, and/or
  - 4.3.2. That utilizes personnel not specified in this Task Order, and/or
  - 4.3.3. That exceeds the Total Maximum Amount of this Task Order, and/or
  - 4.3.4. 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.

Accepted and agreed to by: [Enter Full Contractor Name]	Accepted and agreed to by: Clean Power Alliance of Southern California
Signature: _____	Signature: _____
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 Non-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.: [XX]

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.: [XX]

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 D4 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Contractor Name:  
Employee / Subcontractor  
Name:  
Task Order No.: [XX]

### GENERAL INFORMATION:

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

### NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

### CONFIDENTIALITY AGREEMENT:

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

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

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

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit D5 - Campaign Contribution Disclosure Form**

**Government Code Section 84308**

In accordance with California law, bidders and contracting parties who wish to do business with CPA are required to disclose, at the time a proposal to a Request for Offer (“RFO”) or Request for Proposal (“RFP”) 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 “participant,” parent, subsidiary, paid “agent,” or otherwise related business entity, as defined below, including anyone who the party retains to lobby, testify, or otherwise influence a proceeding), the amount of the contribution, and the date the contribution was made. See, 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 \$500 while their contract is pending before the CPA Board. “Agent” is defined in 2 C.C.R. § 18438.3. A “participant” is defined in 2 C.C.R. § 18438.4.

For purposes of reaching the \$500 limit, the campaign contributions of the bidder or contractor plus contributions by its “participants”, and “agents” of the proposer, contractor or bidder are added together during a 12-month period. You must review 2 C.C.R. §18438.5 in order to determine who and how contributions are aggregated.

In addition, a party must disclose the names of any person related to the party has made a contribution to any CPA Directors within the preceding 12 months, including the amount of the contribution and the names of the contributors. A party has a continuing obligation to disclose any contributions made during the pendency of the RFO, RFP, or Task Order Solicitation. A party must disclose such contribution no later than 30 days of making a contribution to a CPA Director or at the time the party first appears before CPA’s Board, whichever is earliest. 2 C.C.R. §18438.8(b). A CPA Director must also disclose and 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 \$500 in the 12-month period prior to the consideration of the item by the CPA Board. Gov’t Code §84308(c); 2 C.C.R. §18438.8(a).

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**

A. Bidder/Contractor (Legal Name) (“Declarant Company”) and any variations or acronyms used in the past 12 months:

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B. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a CPA Board member, regardless of whether you or Declarant Company have actually made a contribution:

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C. List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities:

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D. Identify all subcontractors that have been or will be named in your bid or proposal:

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E. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any

contract, project, or other transaction:

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\*Attach additional pages, if necessary.

**Section 2**

Has Contractor or Bidder (identified in Section 1) solicited or directed your employee(s) or agent(s) to make a campaign contribution(s), whether through fundraising events, communications, or any other means, totaling \$500 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure? To determine whether a contribution of more than \$500 has been made by a party or participant during a 12-month period, contributions by a party, participant, agent, or an individual must be aggregated. 2 C.C.R. §18438.5.

Yes:

No:

If YES, then please provide details of each in the table below:

Recipient Name	Amount of Contribution	Date of Contribution
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**Section 3**

Disclose all contributions made by you or any of the other entities identified in Section 1:

Recipient Name	Amount of Contribution	Date of Contribution
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**Section 4**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing or award of a requested contract, or other transaction.

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

Signature: \_\_\_\_\_

Disclosure Date \_\_\_\_\_

**Exhibit D5 – Attachment 1  
Regular Directors**

The following individuals listed are elected officials who serve on Clean Power Alliance’s Board of Directors as either Regular or Alternate Directors (subject to periodic update). Non-elected alternate directors are not included, unless they are campaigning for elected office:

<b>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
<b>1. Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>2. Alhambra</b>	Jeff Maloney	Councilmember
<b>3. Arcadia</b>	Paul Cheng	Councilmember
<b>4. Beverly Hills</b>	Lester Friedman	Councilmember
<b>5. Calabasas</b>	Ed Albrecht	Councilmember
<b>6. Camarillo</b>	Susan Santangelo	Councilmember
<b>7. Carson</b>	Cedric Hicks	Councilmember
<b>8. Claremont</b>	Corey Calaycay	Councilmember
<b>9. Culver City</b>	Yasmine Imani-McMorrin	Councilmember
<b>10. Downey</b>	Horacio Ortiz	Councilmember
<b>11. Hawaiian Gardens</b>	Maria Teresa Del Rio	Councilmember
<b>12. Hawthorne</b>	Alex Monteiro	Councilmember
<b>13. Hermosa Beach</b>	Ray Jackson	Councilmember
<b>14. La Cañada Flintridge</b>	Stephanie Fossan	Councilmember
<b>15. Los Angeles County</b>	Lindsey Horvath	Supervisor, 3 <sup>rd</sup> District
<b>16. Lynwood</b>	Juan Munoz-Guevara	Councilmember
<b>17. Malibu</b>	Marianne Riggins	Councilmember
<b>18. Manhattan Beach</b>	David Lesser	Councilmember
<b>19. Monrovia</b>	Edward Belden	Councilmember
<b>20. Moorpark</b>	Chris Barrett	Councilmember
<b>21. Ojai</b>	Rachel Lang	Councilmember
<b>22. Oxnard</b>	Bert Perello	Councilmember
<b>23. Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>24. Port Hueneme</b>	Laura Hernandez	Councilmember
<b>25. Redondo Beach</b>	Paige Kaluderovic	Councilmember
<b>26. Rolling Hills Estates</b>	Debby Stegura	Councilmember
<b>27. Santa Monica</b>	Caroline Torosis	Councilmember
<b>28. Santa Paula</b>	Jenny Crosswhite	Councilmember
<b>29. Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>30. Simi Valley</b>	Rocky Rhodes	Councilmember
<b>31. South Pasadena</b>	Omari Ferguson	Councilmember
<b>32. Temple City</b>	Ed Chen	Councilmember
<b>33. Thousand Oaks</b>	David Newman	Councilmember
<b>34. City of Ventura</b>	Alex Mangone	Councilmember
<b>35. Ventura County</b>	Vianey Lopez	Supervisor, 5 <sup>th</sup> District
<b>36. West Hollywood</b>	John Erickson	Councilmember
<b>37. Westlake Village</b>	Ray Pearl	Councilmember
<b>38. Whittier</b>	Mary Ann Pacheco	Councilmember

**Exhibit D5 – Attachment 2  
Alternate Directors**

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
1. Agoura Hills	VACANT	
2. Alhambra	Noya Wang	Councilmember
3. Arcadia	Michael Cao	Councilmember
4. Beverly Hills	VACANT	
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Bubba Fish	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. La Cañada Flintridge	VACANT	
15. Los Angeles County	VACANT	
16. Lynwood	Gabriela Camacho	Councilmember
17. Malibu	Steve Uhring	Councilmember
18. Manhattan Beach	Nina Tarnay	Councilmember
19. Monrovia	VACANT	
20. Moorpark	Renee Delgado	Councilmember
21. Ojai	Andrew Whitman	Councilmember
22. Oxnard	VACANT	
23. Paramount	VACANT	Councilmember
24. Port Hueneme	VACANT	
25. Redondo Beach	Todd Lowenstein	Councilmember
26. Rolling Hills Estates	VACANT	Councilmember
27. Santa Monica	VACANT	
28. Santa Paula	VACANT	
29. Sierra Madre	VACANT	
30. Simi Valley	VACANT	
31. South Pasadena	VACANT	
32. Temple City	William Man	Councilmember
33. Thousand Oaks	C. Tie Gutierrez	Councilmember
34. City of Ventura	VACANT	
35. Ventura County	Janice Parvin	Supervisor, 4 <sup>th</sup> District
36. West Hollywood	Chelsea Byers	Councilmember
37. Westlake Village	Sue McSweeney	Councilmember
38. Whittier	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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_