



May 14, 2018

Subject: Clean Power Alliance Soliciting Responses to Request for Qualifications

Attached is a Request for Qualifications (RFQ) to become a “Pre-Qualified Provider” (PQP) for goods and services to Clean Power Alliance of Southern California (Alliance).

The Alliance is transitioning from its start-up phase to a more regular operational phase. As such, the Alliance will need to supplement staff with consultants and others to perform many specialized tasks in areas such as:

- Engineering Services
- Regulatory Compliance Services
- Financial Services
- Forecasting and Rate Design Services
- Customer Outreach
- Information Technology and Cybersecurity Services
- General Staff Support

Providers will be selected through the attached RFQ process. This process is open to anyone who is qualified. Firms located within the Alliance’s service territory are especially encouraged to submit their qualifications.

Firms selected for the PQP list can be awarded work through the execution of the attached Master Agreement and Task Orders defining the scope of the work to be performed, the estimated time of completion and cost. Task Orders will be issued on a Time and Materials basis or on a Fixed Price Per Deliverable basis, subject to a Total Maximum Amount specified on each individual Task Order. Task Orders will be approved by either the CPA Board of Directors or the CPA Executive Director, depending on the Total Maximum Amount specified in the Task Order.

If you are a membership organization, like a Chamber of Commerce, please help us by posting or forwarding this opportunity to your members.

For more information on Clean Power Alliance of Southern California please visit our website at www.cleanpoweralliance.org.

Sincerely,

Clean Power Alliance



Request for Qualifications Related to Various Services

I. Introduction

The Clean Power Alliance of Southern California (Alliance), 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 as-needed basis. Successful respondents (Respondents) will be identified as a Pre-Qualified Provider (PQP) eligible to perform services to the Alliance through the issuance of Task Orders in one or more of the following areas:

- Engineering Services
- Regulatory Compliance Services
- Financial Services
- Forecasting and Rate Design Services
- Customer Outreach
- Information Technology and Cybersecurity Services
- General Staff Support

This RFQ shall remain open until an updated RFQ is issued; i.e. firms wishing to become a PQP may submit qualifications, in accordance with the provisions of this RFQ at any time. After review, if 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 is weighted more in favor of a firm's qualifications than pricing. Pricing will be more of a factor during the bid and award process of specific Task Orders.

II. Background

Alliance is new Joint Powers Authority/ Community Choice Aggregation program in Southern California. It currently has 31 member agencies – 29 municipalities and the unincorporated parts of Los Angeles and Ventura Counties (See list below). Community Choice Aggregation (CCA), authorized in California under AB 117 (2002) and SB 790 (2011), allows local governments, including counties and cities, to purchase electricity in the wholesale power market and sell it to their residents and businesses as an alternative to electricity provided by an Investor Owned Utility.

III. RFQ Process

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

A. The Master Agreement, (Attached), will be executed with all Respondents determined to be qualified.

B. Upon Alliance's execution of these agreements, the qualified Respondents will become Alliance contractors, and therefore be solicited under competitive conditions to provide as needed support services under Task Orders to be issued by Alliance. Task Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance therefore. 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.

C. The Master Agreement includes the various categories of services identified and described in IV 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.

D. 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.

IV. Potential Task Orders

It is anticipated that Alliance 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 Operations Assistance would submit in the Engineering Services area. It is possible that the Alliance will chose 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.

A. Engineering Services

1. Operations Assistance
 - a. Project management and project scheduling.
 - b. Implementation management.
 - c. Preparation of staff reports for Alliance Board and Committees.
2. Project Analysis
 - a. Perform cost/benefit analysis for new power generation projects to include solar, wind, geothermal, Distributed Energy Resources and batteries.
 - b. 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.
 - c. Assist in discussions with various financial institutions on the prudence of acquiring these resources.
3. Resource Planning Support
 - a. Manage historic load data for all Alliance's member cities.
 - b. Update load forecasts with new data, phasing decisions and policy inputs.

- c. Power price forecasting.
- d. Integrated Resource Plan development.
- e. CCA Program analysis including Distributed Energy Resources, Energy Efficiency and Demand Response, etc.

B. Regulatory Compliance and Analysis

1. Preparation of Implementation Plans, Implementation Plan Addenda, and Feasibility Analyses.
2. Resource Adequacy Load Forecasts and Historical Data Submissions for both the month-ahead and year-ahead process.
3. Regulatory and legislative issue tracking, research and written updates for Alliance staff and Board of Directors.
4. Guidance on Alliance's position in regulatory and legislative advocacy as well as contribution to Alliance's submissions to regulatory proceedings such as comments, responses, expert testimony, and motions to the California Public Utilities Commission (CPUC) and California Energy Commission (CEC).
5. Negotiation assistance during interactions with Southern California Edison (SCE), CPUC and others.

C. Financial Services

1. Financial Advisory Services
 - a. Assist Alliance in obtaining a credit rating
 - b. Assist with bank negotiations for services
 - c. Provide financial market advice
 - d. Provide services associated with being the Financial Advisor
2. Financial Analysis
 - a. Financial forecast pro forma development and updates
 - b. Energy procurement and collateral term
3. Rate and Program Design Services
 - a. Rate development and cost of service for offerings
 - b. Net energy metering (NEM) rate development
 - c. Electric vehicle rate evaluation
 - d. Time-of-Use (TOU) rate evaluation
 - e. Distributed Energy Resources, Energy Efficiency and Demand Response programs and rates

D. IT and Cybersecurity

1. Data Management
2. IT Hardware and Software Procurement and Support
3. Cybersecurity Services and Audits

E. General Staff Support

1. Payroll Services
2. Billing and AP Support
3. Human Resource Administration
4. Recruitment of Alliance Member Cities
 - a. Acquisition and analysis of load data for potential member cities
 - b. Support in preparation of presentations
 - c. Attendance at city recruitment meetings

V. Timeline/Schedule

- A. To be inclusive and open to new potential vendors, particularly small and women/minority-owned businesses and Southern California-based firms who are just learning about the Alliance, the RFQ remain open until superseded by a new RFQ.

VI. Term

- A. The term of the Master Agreement shall expire on August 1, 2023 unless sooner extended or terminated, in whole or in part, as provided herein. The Alliance shall have the option to extend for two additional two-year renewal periods and one six (6) month extension. Each renewal option shall be exercised at the sole discretion of the Alliance's Executive Director or designee.
- B. The Alliance will be continuously accepting Statement of Qualifications throughout the duration of the Master Agreement to qualify vendors. Subsequent Master Agreements will become effective upon the date of their execution by the Executive Director or designee and shall expire five (5) years from the date of Board of Directors approval of the original Master Agreement, unless extended or terminated sooner.

VII. Information Submission Required Elements

A. Transmittal Letter Content:

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 service and/or product.
2. Legal name of Individual or Firm (Respondent) with physical street address, telephone and FAX numbers with the name(s), respective position(s)/title(s) and e-mail address(es) of all individuals authorized to represent Respondent.

B. Information Statement to describe your firm's qualifications and experience

1. Experience in working with CCAs
2. Experience in working with Electric Utilities
3. Experience in performing or providing the services and products described in the Task Order section and as may be applicable to this RFQ
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 information, experience and duties related to the services and/or products referenced in the RFQ
6. List of office locations where work will be performed, if different than physical address referenced above
7. Identify names of subcontractors relied on or used to perform services referenced within this RFQ; and
8. Describe whether the Respondent has, with the last five years, rendered any service to any of Alliance's members, 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 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. Respondent should provide as many as five references to similar or related work performed within the last three years with the requested details described above including the counterparty for which the services were provided
10. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's submittal, continuance of existing contracts, operation or financial stability

VIII. Information Submission Deliver Requirements

One (1) electronic copy of the submittal should be emailed to contracting@cleanpoweralliance.org with Subject/Title as:

[Respondent Name] Engineering Services RFQ Submittal

No contact should be made with the Board of Directors, any committee representative or Alliance Member concerning this RFQ. Questions should be sent to: contracting@cleanpoweralliance.org

All information received by Alliance 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.

IX. Submittal Terms and Conditions

Clean Power Alliance:

1. Reserves the right to cancel this RFQ at any time, reject any and all submittals and to waive irregularities.
2. Shall determine at its sole discretion the value of any and/or all submittals.
3. At its sole discretion may sub-divide or combine submittals.

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 Alliance's sole discretion, unable to provide dependable and reliable services.
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.
6. Reserves the right, without qualification and in 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 Alliance, will provide valued service and/or products to Alliance and its Members
7. May decline to enter into any potential engagement agreement, contract or Task Order with any Respondent, terminate negotiations with any Respondent, or to abandon the RFQ process in its entirety.
8. Requires those Respondents who provide Qualification submittals agree to do so without legal recourse against Alliance, its Members, 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.
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.
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.
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.
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.
13. States that the information in the RFQ is accurate to the best of Alliance'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 Alliance.
14. Reserves the right to reject any submittal for any reason without cause. Alliance 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.

X. Additional Considerations for Submittal

- A. Response Preparations:** Submittals should be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- B. 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. Alliance 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.

- C. Conflict of Interest:** No Alliance employee whose position in the Alliance enables him/her 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.
- D. Alliance-Furnished Property** – Alliance or Member’s utility drawings, specifications, and other media furnished for the Respondent’s use shall not be furnished to others without written authorization from Alliance or applicable Member(s).
- E. 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 Alliance and no further agreement will be necessary for the transfer of ownership to Alliance. Alliance 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.
- F. Additional Requirements** – Alliance may place additional requirements on specific Task Orders, when issued such as:
- Local Preference
 - Disabled, Minority, Veteran and/or Women-owned Business
 - Workforce Education and Development Practices
 - Sustainable Business Practices, Reporting, and Certifications
 - Supplier and Subcontractor Diversity Outreach and Reporting

Clean Power Alliance Members

Counties:

Los Angeles

Ventura

Cities:

Agoura Hills

Hawaiian Gardens

Santa Monica

Alhambra

Hawthorne

Sierra Madre

Arcadia

Manhattan Beach

Simi Valley

Beverly Hills

Malibu

South Pasadena

Calabasas

Moorpark

Temple City

Camarillo

Ojai

Thousand Oaks

Carson

Oxnard

Ventura

Claremont

Paramount

West Hollywood

Culver City

Redondo Beach

Westlake Village

Downey

Rolling Hills Estates

Whittier



Clean Power Alliance of Southern California

MASTER AGREEMENT

BETWEEN

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

AND

FOR

SPECIALIZED SERVICES

TABLE OF CONTENTS

1.	Applicable Documents:	1
2.	Work	2
3.	Term	3
4.	Contract Sum	4
5.	Administration of Master Agreement	6
6.	Confidentiality	7
7.	Insurance	8
8.	Indemnification	10
9.	Independent Contractor	10
10.	No Recourse Against Constituent Members of CPA	11
11.	Compliance With Applicable Laws	11
12.	Nondiscriminatory Employment	11
13.	Work Product	11
14.	Assignment	12
15.	Subcontracting	12
16.	Retention Of Records And Audit Provision	12
17.	Conflict Of Interest	12
18.	Governing Law, Jurisdiction, And Venue	13
19.	Termination for Convenience	13
20.	Termination for Default.	13
21.	Amendments	15
22.	Severability	15
23.	Complete Agreement	16
24.	Counterparts	16

Exhibits

- A CPA Administration
- B Contractor's Administration
- C Sample Task Orders
- D Forms Required for Each Task Order Before Work Begins
- E Executed Task Orders

**MASTER AGREEMENT BETWEEN
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
AND**

**FOR
SPECIALIZED SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 201_ by and between the Clean Power Alliance of Southern California (CPA) and _____ (Contractor), to provide specialized services in one or more of the following categories: Engineering Services, Regulatory Compliance Services, Financial Services, Forecasting and Rate Design Services, Customer Outreach, Information Technology and Cybersecurity Services, and General Staff Support. 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 specialized services when certain requirements are met;

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

WHEREAS, the Board of Directors (Board) has authorized the Executive Director 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 consulting 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

- 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:

Standard Exhibits:

- 1.1 Exhibit A – Clean Power Alliance Administration
- 1.2 Exhibit B – Contractor Administration
- 1.3 Exhibit C – Sample Task Orders
- 1.4 Exhibit D - Forms Required for Each Task Order Before Work Begins
- 1.5 Exhibit E - Executed Task Orders

2. Work

- 2.1 Pursuant to the provisions of this Master Agreement, the 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 the CPA reserves the right to enter in Master Agreements with multiple vendors for specialized 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 21, 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 subparagraph 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 Contractor so contacted shall submit a bid to the 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. The CPA, at its sole discretion, reserves the right to cancel an Task Order solicitation.

- 2.6 Upon completion of evaluations, CPA shall execute the Task Order by and through the Executive Director, or designee identified in this Master Agreement with the lowest costs 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 30th) 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 Executive Director 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 20, Termination For Default.

3. Term

- 3.1 This Master Agreement is effective upon the date of its execution by Executive Director or designee as authorized by the Board. This Master Agreement shall expire on August 1, 2023 unless sooner extended or terminated, in whole or in part, as provided herein.
- 3.2 The CPA shall have the sole option to extend the Master Agreement term for up to two (2) additional two-year periods and one six (6) month extension, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Executive Director or designee as authorized by the Board. The effect of any extension on an outstanding Task Order shall be communicated to Contractor prior to any extension of the Master Agreement.

The 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 the CPA will exercise a Master Agreement term extension option.

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 Executive Director by the CPA's Board in their approved budgets. The 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.

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- CPA numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- CPA numbers of the Work Order and Contractor's Master Agreement;

- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- 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; and
- The total amount of the invoice.

5. Administration of Master Agreement

A listing of all CPA and Contractor administration 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. The CPA's Project Director is the 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

The CPA's Task Order Manager will also be assigned for each Task Order, which include the following:

- (a) 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;
- (b) coordinating and monitoring the work of Contractor personnel assigned to the CPA's Task Order Manager's specific projects, and for ensuring that this Master Agreement's objectives are met;
- (c) monitoring, evaluating and reporting Contractor performance and progress on the Task Order;
- (d) coordinating with Contractor's Project Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- (e) providing direction to Contractor in the areas relating to CPA policy, information requirements, and procedural requirements.

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 21.

5.2 Contractor Administration

5.2.1 **Contractor's Project Manager**

- (a) Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the CPA in writing of any change in the name or address of the Contractor's Project Manager.
- (b) 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.

5.2.2 **Contractor's Authorized Official(s)**

- (a) 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).
- (b) 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.

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, except to the extent necessary to carry out Contractor's responsibilities as directed or authorized by CPA, unless required to disclose by law or judicial process.
- 6.3 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.
- 6.4 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.
- 6.5 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 6.6 Contractor shall sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgement and Confidentiality Agreement", Exhibit D4.

7. 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 7.4 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 8, 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.

7.1 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.

7.2 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).

7.3 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.

7.4 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.

8. 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.

9. Independent Contractor

9.1 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.

9.2 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.

- 9.3 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.

10. 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.

11. Compliance With Applicable Laws

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Master Agreement.

12. 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.

13. 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 the Contractor's Intellectual Property will be stipulated in Executed Task Orders depending on the Work Product to be created.

14. 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.

15. Subcontracting

Contractor may not subcontract Task Orders to be performed under this Master Agreement without the prior written consent of CPA. If the 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.

16. 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.

17. Conflict Of Interest

- 17.1 No CPA employee whose position with the 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 the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- 17.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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.

18. Governing Law, Jurisdiction, And Venue

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The 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.

19. Termination for Convenience

- 19.1 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.
- 19.2 After receipt of a notice of termination and except as otherwise directed by the CPA, the Contractor shall immediately:
 - 19.2.1 Stop work under the Task Order or under this Master Agreement, as identified in such notice;
 - 19.2.2 Transfer title and deliver to CPA all completed work and work in process; and
 - 19.2.3 Complete performance of such part of the work as shall not have been terminated by such notice.
- 19.3 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 16, Record Retention and Audit Provision.
- 19.4 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.

20. Termination for Default.

- 20.1 The 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 Executive Director:
- 20.1.1 Contractor has materially breached this Master Agreement;
 - 20.1.2 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; or
 - 20.1.3 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 the CPA may authorize in writing) after receipt of written notice from the CPA specifying such failure.
- 20.2 In the event that the CPA terminates this Master Agreement in whole or in part as provided in sub-paragraph 20.1, the CPA may procure, upon such terms and in such manner as the CPA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the CPA for any and all excess costs incurred by the CPA, as determined by the CPA, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph 20.
- 20.3 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 20.1 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 the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the 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 the 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 the Contractor and subcontractor, and without the fault or negligence of either of them, the 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 20.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 20.4 If, after the CPA has given notice of termination under the provisions of this Paragraph 20, it is determined by the CPA that the Contractor was not in default under the provisions of this Paragraph 20, or that the default was excusable under the provisions of sub-paragraph 20.3, the rights and obligations of the Parties shall

be the same as if the notice of termination had been issued pursuant to Paragraph 19, Termination for Convenience.

21. Amendments

21.1 The CPA's Board of Directors (Board) or Executive Director 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. The CPA reserves the right to add and/or change such provisions as required by the CPA's Board or Executive Director. 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 the Contractor is not agreeable to such additions and/or changes, the Contractor will provide sixty (60) days termination notice to the Executive Director, and this Master Agreement and its Executed Task Orders shall no longer be effective following such period of time. Contractor shall work with the 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 the CPA. CPA shall be liable for payment of any fees associated with work completed by Contractor under a Executed Task Order until termination of the Master Agreement occurs.

21.2 The Executive Director, or designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 3, Term, of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Executive Director, or designee.

21.3 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by CPA to add or delete Skilled Categories or Technical Specializations.

21.4 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 the CPA's Project Director and Contractor's Project Manager. The Board and/or Executive Director may negotiate further terms and conditions in an Executed Task Order depending on the scope of services it is seeking in the Task Order.

22. 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.

23. 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.

24. 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.

[Signatures on the following page]

IN WITNESS WHEREOF, the Board of Directors of the Clean Power Alliance of Southern California has caused this Master Agreement to be executed by the Executive Director or designee and approved by its General Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 202_.

Clean Power Alliance of Southern California

By: Theodore Bardacke
Executive Director

By _____
Contractor

Tax Identification Number

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Nancy Whang
General Counsel

By _____
General Counsel



CLEAN POWER ALLIANCE

RFQ MASTER AGREEMENT

EXHIBITS

- A CLEAN POWER ALLIANCE ADMINISTRATION**
- B CONTRACTOR ADMINISTRATION**
- C SAMPLE TASK ORDERS**
 - C1 Time and Material Basis
 - C2 Fixed Price Per Deliverable Basis
- 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
- E SUBSEQUENT EXECUTED TASK ORDERS**

**EXHIBIT A
CLEAN POWER ALLIANCE ADMINISTRATION**

CPA's PROJECT DIRECTOR:

Name: Matt Langer
Title: Chief Operating Officer
Address: 801 S. Grand Ave
Los Angeles, CA 90017
Telephone: (213) 269-5870
E-Mail Address: mlanger@cleanpoweralliance.org

CPA's TASK ORDER MANAGER

Name:
Title:
Address:
Telephone:
E-Mail Address:

EXHIBIT B

CONTRACTOR ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

TASK ORDER NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C

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
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 CPA 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: Chief Financial Officer
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017

Electronic submittal of invoices (via email) shall be an acceptable means of delivery. Such electronic invoices shall be delivered to accountspayable@cleanpoweralliance.org

IV. SERVICES

In accordance with Master Agreement Paragraph 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 Paragraph 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: _____

Date: _____ Date: _____

Exhibit C2

**MASTER AGREEMENT TASK ORDER
(FIXED PRICE PER DELIVERABLE 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 the tasks and provide all the deliverables detailed in the Statement of Work attached hereto, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

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

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____

Total Maximum Amount: _____

- B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Statement of Work notwithstanding the fact that total payment from CPA for all deliverables shall not exceed the Total Maximum Amount in III.A, above.
- C. Contractor shall submit all invoices under this Task Order to:

Clean Power Alliance
 Attn: Chief Financial Officer
 555 West 5th Street, 35th Floor
 Los Angeles, CA 90013

Electronic submittal of invoices (via email) shall be an acceptable means of delivery. Such electronic invoices shall be delivered to accountspayable@cleanpoweralliance.org

IV. SERVICES

In accordance with Master Agreement, Paragraph 2, Term, 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 Paragraph 2, Term, of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Task Order, and/or
- B. That utilizes personnel not specified in this Task Order, and/or
- C. That exceeds the Total Maximum Amount of this Task Order, and/or
- D. That goes beyond the expiration date of this Task Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY CLEAN POWER ALLIANCE PERSONNEL WHATSOEVER.

 CONTRACTOR

 CLEAN POWER ALLIANCE

By: _____

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

EXHIBIT D

FORMS REQUIRED FOR EACH TASK ORDER BEFORE WORK BEGINS

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- D4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

Exhibit D1

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

CONTRACTOR NAME

Work 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) this organization's employee(s); (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 for the entire time period covered by the attached Task Order.

EMPLOYEES

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

Exhibit D2

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This Certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

CONTRACTOR NAME

Work 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, 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

(Note: This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

Contractor Name _____

Work 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 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. CPA has a legal obligation to protect all such confidential data and information in its possession, especially 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 _____

(Note: This Certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

EXHIBIT D4

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

Work 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. In addition, I may also have access to proprietary information supplied by other vendors doing business with CPA. The CPA has a legal obligation to protect all such confidential data and information in its possession, especially 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 E
EXECUTED TASK ORDERS