



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Online Marketplace Services for Residential and Commercial Energy Efficient Products

Issuance Date: **May 4, 2022**

Response Deadline: **June 2, 2022**

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for **Online Marketplace Services for Residential and Commercial Energy Efficient Products**, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to specified Areas of Interest and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP).

Responses to this RFP are due on or before **June 2, 2022**, as described below in Sections III and V.

II. BACKGROUND

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Power Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement, for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement Programs or Projects to improve operating efficiencies and reduce costs.

Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. SCPPA is governed by its Board of Directors, which consists of representatives from each

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: May 4, 2022 – June 2, 2022

of its Members. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board.

Any service contract subsequently entered into by SCPPA pursuant to this RFP would be utilized directly by the interested Members to serve their respective utility customers' needs. The service and work products would be ordered and approved directly by SCPPA and/or the applicable Members and the billing would be administered through SCPPA.

III. AREAS OF INTEREST

Certain SCPPA Members have expressed interest in **Online Marketplace Services for Residential and Commercial Energy Efficient Products** to meet the needs of their municipalities. Respondents are not required to provide both the Residential Product Marketplace services and the Commercial Marketplace services. However, preference will be placed on Respondents capable of providing both services as outlined below:

1. DESCRIPTION OF SERVICES

Vendor will create and manage a geo-targeted, Utility-branded online marketplace platform with a dedicated URL address, hosted by a service furnished and operated by Vendor to support Participating Member Utility objectives linked to overall program strategy of rebate processing, energy savings generation, and customer engagement. The Member will retain all rights to the dedicated URL address.

The **Residential Product Marketplace Platform** will include but not limited to the following categories: televisions, refrigerators, smart thermostats, window-mounted air conditioners, power strips, and LED bulbs.

The **Commercial Marketplace Platform** will include but not limited to the following categories: commercial food service equipment, LED bulbs, packaged terminal HVAC equipment, packaged terminal heat pumps, circulating block heaters, smart thermostats, and power strips.

The branding will include the Participating Member Utility's logo and brand colors, subject to the Participating Member Utility's approval before launch. Consumer-facing information and services on the site will include:

- A. Product listing for products in the selected categories for sale through online and/or brick and mortar stores, updated daily.
- B. Rebate or incentive information from the Participating Member Utility's programs, with an email opt-in for customers that will lead to the incentive redemption described below.
- C. Online sales offers, with pricing from major retailers such as Amazon.com, Best Buy, Home Depot, Lowe's, etc. and/or other local retailers/distributors.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: *May 4, 2022 – June 2, 2022*

- D. Rate-based pricing, which adds estimated energy consumption costs to the lowest online listed purchase price for each product. Rate-based pricing is based on average customer residential/commercial rates as provided by Participating Member Utility.
- E. Energy saving system which estimates the lifetime energy cost savings of a product compared to the baseline model of that size class.
- F. Search of all currently available products based on product name, brand, product features, affordability and other categories deemed necessary by Participating Member Utility. Each search category will be listed on product information pages.
- G. Sorting of products based on product price, user reviews, rate-based pricing and other factors as determined by Participating Member Utility.
- H. Filtering of products based on category-specific product specifications as determined by Participating Member Utility including rebate availability, size/capacity, color, technology type, among other factors.
- I. Allow customers to create a user profile linked to an email account.
- J. A geo-targeted listing of local stores, determined by a customer's service address zip code, which carry products in the categories above. When available, Vendor will add an option for checking the in-store availability of products.
- K. Mobile and tablet compatible versions of website (responsive design), accessed through the customer's mobile web browser.
- L. Additional products may be listed on an informational basis only.
- M. Quality testing before platform implementation and performance checks will be performed on a pre-described basis.
- N. Allow space for advertising other Participating Member Utility programs.

2. DIGITAL ADVERTISING CAMPAIGN

Vendor will create and implement a digital marketing/advertising program to acquire Participating Member Utility customers for the incentivized products. Participating Member Utility will have the right to review and approve all advertising templates and/or materials developed by Vendor prior to implementation. Vendor will:

- A. Place keyword advertisements in search results and on websites using behavioral as well as context targeting.
- B. Create and maintain keyword list and ads.
- C. Create banner ads for online use utilizing Participating Member Utility's logo and brand colors.

3. INCENTIVE DESIGN

Vendor will participate in the design and marketing of new types of incentives, as approved by Participating Member Utility. Vendor will:

- A. Determine target market for new incentives using product analytics. Vendor will share its methodology with Participating Member Utility upon request.
- B. Calculate potential savings to determine cost-effectiveness of program updates.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: May 4, 2022 – June 2, 2022

- C. Implement new, temporary or seasonal program updates or categories using criteria provided by Participating Member Utility.
- D. Ensure purchase limits of new, temporary or seasonal products will remain consistent with program terms and conditions.
- E. Provide Participating Member Utility with metrics relating to program participation. Reporting criteria, cadence, and format will be determined by Participating Member Utility.

4. INCENTIVE PROCESSING

Vendor will implement a redemption and payment program including:

- A. Collection of the customer's email address from the customer. The address will be stored securely and will not be shared for any purpose other than use in this program.
- B. Collection of proof of purchase, name and service address from the customer. All data will be stored securely and will not be shared for any purpose other than use in this program.
- C. Validation of customer-submitted information against pre-defined criteria as provided by Participating Member Utility to determine whether the customer or product qualifies for an incentive. Qualifiers required for incentives will be provided by Participating Member Utility.
- D. Review of previously submitted incentives against all past claims associated with customer's service address to prevent duplication.
- E. The ability to accept postpaid rebate applications. (**Commercial Marketplace Only**)
- F. The ability to process paper applications manually; with a detailed explanation of the extent of Participating Member Utility's involvement in the overall process. (**Commercial Marketplace Only**)
- G. Validation will begin within 24 hours of inquiry and will complete the initial validation no later than ten (10) business days after receipt of inquiry. Vendor will communicate with customers to resolve issues related to incentive redemption.
- H. Communicate with the customer as necessary regarding next steps in the redemption process or if the inquiry does not meet incentive criteria.
- I. Issuing of payments to customers within time frames established by Participating Member Utility. Payments to customers will include virtual incentive and physical incentive options, including digital rewards via email and rebate checks issued to a customer's service address.
- J. Reporting of metrics related to the issuing of incentives. Reporting criteria, cadence, and format will be determined by Participating Member Utility.

5. ONLINE PURCHASING

Vendor will establish an integrated direct-sales application on program website, allowing validated customers with an active service account to purchase Participating Member Utility-approved products with an instant rebate applied at the time of purchase. This direct-sales application will include:

- A. Purchased products through this direct-sales application will follow previously described validation process for incentives.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: *May 4, 2022 – June 2, 2022*

- B. Purchase limits of approved products will remain consistent with program terms and conditions.
- C. A dedicated toll-free telephone number and email address to provide customer support relating to product returns or other inquiries regarding their purchases.
- D. Provide low interest loans/financing options for making purchases in the marketplace.

6. CUSTOMER SUPPORT SERVICES

Vendor will establish customer support services, including an email address and a toll-free telephone number, to assist customers with the incentive process. Vendor will provide:

- A. Customer support on all business days in the year, excluding major holidays.
- B. Live phone support during regular business hours for inbound calls from customers regarding questions on products, to request assistance with incentive applications, or inquiries on the status of submitted applications.
- C. A dedicated voicemail line for customers to leave message during non-business hours and major holidays. All voice messages from customers will be returned within 24 hours, excluding major holidays and weekends.
- D. A dedicated email address for customers with questions on products, to request assistance with incentive applications, the status of submitted applications, or other general inquiries regarding their incentives or accounts.
- E. Customer survey for each customer provided email or telephone assistance within two (2) business days of inquiry.
- F. Follow up communication with the customer to confirm the energy savings and encourage future energy efficient purchases.
- G. Metrics of telephone calls or emails received, topics of calls or emails, and customer satisfaction ratings. Additional metrics may be requested by Participating Member Utility.

7. REPORTING AND INVOICING

Vendor will provide Participating Member Utility with an online dashboard that will allow Participating Member Utility to monitor the progress of the program and will periodically meet with Participating Member Utility to assess progress and make program adjustments if necessary.

- A. At Participating Member Utility's request, Vendor will provide any data it collects in addition to data provided through the online dashboard.
- B. Information collected through the online dashboard will include total number of impressions, sessions, users, products viewed, average pages per session, incentives redeemed, energy savings from products redeemed, among other metrics. Additional metrics regarding customer acquisition, incentive processing times, among others may be established by Participating Member Utility.
- C. Vendor will provide quarterly business reviews to discuss progress and results of the online platform, program performance metrics and customer surveys.
- D. Additional metrics in different formats such as Excel, Access, etc. may be requested by Participating Member Utility.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: May 4, 2022 – June 2, 2022

- E. Vendor will provide the Participating Member Utility with the option for invoices to be based on either pay-for-performance, fixed rate, and/or time and material. (**Commercial Marketplace Only**)

8. TERMS OF SERVICE

The respondent recommended for award under this solicitation will be subject to the terms and conditions of the SCPPA Master Professional Services Agreement (“MPSA”). A pro forma copy of the MPSA has been attached hereto for reference as “Attachment A”.

Timeline / Schedule*

| SCPPA RFP FOR ONLINE MARKETPLACE SERVICES FOR RESIDENTIAL AND COMMERCIAL ENERGY EFFICIENT PRODUCTS SELECTION PROCESS | |
|---|----------------|
| SCHEDULE OF REQUIREMENTS | TARGET DATE(S) |
| Issue RFP | May 4, 2022 |
| Clarification Questions Due | May 17, 2022 |
| SCPPA Responses to Clarification Questions Due | May 24, 2022 |
| Responses Due | June 2, 2022 |
| Review of Responses | June |
| Interviews (If Necessary) | June |
| Selection of Respondent(s) | June – July |

*Timeline/Schedule is subject to change.

IV. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

- A. A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:
 - I. statement of work specifications; and
 - II. reference to any proposed contractual terms and conditions required by the Respondent; and
 - III. a summary of exceptions taken to the RFP requirements; and
 - IV. any and all expectations from SCPPA including, but not limited to, requirements definitions, strategy refinement, and staffing requirements to support the proposed project or program implementation.

- B. An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent.”

2. RESPONDENT INFORMATION:

Provide legal name of Company or Individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es).

3. PROPOSAL:

Proposals must include a description of the proposed project or program, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Areas of Interest. Respondents may also include additional services, products, tasks, task elements and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or its Members. SCPPA will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in or made part of the RFP.

4. FEES:

Pricing in all Proposals should be made based on good faith estimates of the requirements defined in this RFP. Please include all necessary details of specific examples or estimates of the fees, labor rates and service charges. Describe how the fees, rates or charges will be determined. Respondents shall also be prepared to provide a breakdown of the applicable overheads and fringe benefit costs that are part of any labor rates and other direct costs associated with the services to be performed.

5. EXPERIENCE:

Respondent shall clearly identify project participants and management team, including:

- A. Describe your firm's experience as may be applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: *May 4, 2022 – June 2, 2022*

- B. Specify key employees and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
 - C. Provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to assure project delivery.
 - D. State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Respondent shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.
 - E. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.
- 6. REFERENCES:**
- A. Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name 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 date, the contract administrator name, and total actual contract expenditures).
 - B. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
 - C. Identify existing related or relevant projects or programs which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
 - D. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.

V. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

There will not be an initial Respondent's conference associated with this RFP. The deadline to submit Clarification questions on this RFP will be **4:00 PM (PDT) – Tuesday, May 17, 2022**. All questions should be submitted electronically via email to ResComMarketplaceServicesRFP@scppa.org referencing

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: May 4, 2022 – June 2, 2022

Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP in the subject line. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquirer at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA's website alongside the solicitation at <http://scppa.org/page/RFPs-Programs> as soon as a practicable after the date received, but no later than **4:00 PM (PDT) – Tuesday, May 24, 2022**. It is the responsibility of potential Respondents to review this website for any and all postings.

One (1) electronic copy of your proposal and any supporting documentation must be delivered to ResComMarketplaceServicesRFP@scppa.org by no later than **4:00 PM (PDT) – Thursday, June 2, 2022**.

Additionally, one (1) hard copy of your proposal, including a transmittal letter of authentic offer, and any supporting documentation may be, but is not required to be, submitted with the electronic copy of your submittal, by no later than the time and date referenced above to:

Southern California Public Power Authority
**Online Marketplace Services for Residential and
Commercial Energy Efficient Products**
Attention: Program Development Team
1160 Nicole Court
Glendora, California 91740

No contact should be made with the Board of Directors, committees or working group representatives, or SCPPA Members concerning this RFP.

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act and all submissions may be subject to review in the event of an audit.

VI. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: May 4, 2022 – June 2, 2022

4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP.
5. SCPPA reserves the right to submit 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. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make any award to that Respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.
7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
10. SCPPA 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 connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: *May 4, 2022 – June 2, 2022*

13. Prior to contract award, the successful Respondent shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA Members, either collectively or individually may contact Respondents to discuss or enter into negotiations regarding a proposal. SCPPA is not responsible or liable for individual Members interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' 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 SCPPA.
17. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA 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 categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
18. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Responses Due" date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term lesser than the twelve (12) month term.

VII.ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. CONSIDERATION OF RESPONSES:

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.

2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members 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.

3. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION PLAN:

If selected, the Respondent and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan. The Affirmative Action Plan may be set forth in the form required as a business practice by the Department of Water and Power of the City of Los Angeles which is SCPPA's largest Member.

4. LIVING WAGE ORDINANCE:

If selected, the Respondent may be required to comply with the applicable provisions of the City of Los Angeles Living Wage Ordinance and the City of Los Angeles Service Contract Workers Retention Ordinance. The Living Wage Ordinance provisions are found in Section 10.36 of the Los Angeles City Administrative Code; and the Service Contract Workers Retention Ordinance are found in Section 10.37 of the Los Angeles Administrative Code (SCWRO/LW0).

5. PREVAILING WAGE RATES:

If selected, the Respondent will be required to conform to prevailing wage rates applicable to the location(s) where any work is being performed. Workers shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations as applicable in accordance with the California Labor Code. To access the most current information on effective determination rates, Respondent shall contact:

Department of Industrial Relations
Division of Labor Statistics and Research
PO Box 420603, San Francisco, CA 94142-0603
Division Office Telephone: (415) 703-4780
Prevailing Wage Unit Telephone: (415) 703-4774
Web: [HTTP://WWW.DIR.CA.GOV/DLSR/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/DLSR/DPREWAGEDETERMINATION.HTM)

6. CHILD SUPPORT POLICY:

If selected, Respondent may be required to comply with the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with all reporting requirements and wage-earning assignments and wage-earning assignments relative to court ordered child support.

7. SUPPLIER DIVERSITY:

Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disadvantaged Business Enterprises (DBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disabled Veteran Business Enterprises (DVBEs), and other Business Enterprises (OBEs), have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of these business enterprises may reasonably be expected to produce a twenty-five percent (25%)

SCPPA Online Marketplace Services for Residential and Commercial Energy Efficient Products RFP: *May 4, 2022 – June 2, 2022*

participation goal for SBEs. For the purpose of this RFP, SCPPA's Supplier Diversity program is modeled after that of the Los Angeles Department of Water and Power. Further information concerning the Supplier Diversity Program may be obtained from the Supply Chain Services Division of the Los Angeles Department of Water and Power.

8. SCPPA-FURNISHED PROPERTY:

SCPPA or a Member's utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).

9. CONTRACTOR-FURNISHED PROPERTY:

Upon completion of all work under any agreement developed as a result of this RFP, 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 SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

**MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
[CONSULTANT NAME]**

This MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated and effective [DATE], by and between [CONSULTANT NAME] ("Consultant"), [LEGAL CAPACITY], located at [ADDRESS], and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to herein individually as “Party” and together as “Parties”. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

WHEREAS, SCPPA member utilities (“Members”) are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA’s services that support its Members’ procurement of generation and transmission resources and their obligation to first acquire energy efficiency and demand reduction resources that are cost effective, reliable and feasible as mandated by Section 9615 of the California Public Utilities Code; and

WHEREAS, Consultant is qualified and capable of providing such services.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the Parties agree as follows:

1. Services to be Provided:

SCPPA engages Consultant to provide the services and related tasks (“Services”) outlined in Exhibit A for itself and its Members to utilize pursuant to one or more separate task orders (“Task Order”) substantially in the form attached hereto as Exhibit C. The Services performed by Consultant under all Task Orders shall be based upon the price terms listed in Exhibit B, provided that in no event shall the payments to Consultant exceed the designated maximum amount listed in Exhibit B for all Task Orders under this Agreement. Each Task Order shall specify the tasks and assignments, from among the Services, to be performed by Consultant. Each Task Order may include a cap for all payments for Services performed under the Task Order and a time schedule for completion of the Services. Any Member that elects to

participates in any Task Order is referred to herein as the "Participating Member." No Task Order may be amended except by written agreement executed by Consultant, SCPPA and the Participating Member, provided that if a Participating Member has elected to confirm its Task Order participation through a letter to SCPPA, the Participating Member shall have submitted a new letter to SCPPA requesting the amendment to the Task Order prior to SCPPA's execution of the amended Task Order.

2. Independent Contractor:

Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any employment benefits or rights afforded by SCPPA or Members to their employees, including, but not limited to, sick leave, vacation leave, paid leave, holiday pay, retirement benefits, worker's compensation or other insurance benefits. Consultant shall indemnify, defend and hold harmless SCPPA and Members for the payment of any employee and/or employer contributions for the California Public Employees Retirement System ("PERS") benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCPPA or Members. This indemnification is intended to supplement and is not intended to limit or exclude the application of the indemnification requirements provided in Section 7 hereof. Consultant shall furnish the Services according to its own manner and methods except as required by applicable Laws and this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members to any obligation in any capacity whatsoever as agent or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall cause all subcontractors to comply with the same and agree in a separate writing to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant's visit to and time spent at SCPPA, Member or project site locations shall be subject to normal business hours, appropriate safety standards and security requirements.

3. Standard of Care:

The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action. Consultant represents and warrants that it is appropriately licensed, qualified and experienced to provide the Services. Consultant

acknowledges that if it is subject to the requirements of the California Consumer Privacy Act (“CCPA”) and represents that all Services performed hereunder shall comply with such requirements. If requested, Consultant agrees to execute a Non-Disclosure Agreement or other ancillary agreement to document Member-specific requirements for purposes of addressing CCPA, California Public Records Act (“CPRA”), Confidentiality and/or Cybersecurity concerns.

4. Amendments:

Amendments to this Agreement must be in writing and signed by both Parties.

5. Payment:

SCPPA shall pay Consultant for Services in accordance with the terms of this Agreement and the applicable Task Order. Consultant is not authorized to perform any Services or incur any costs whatsoever until a Task Order has been completed, executed by both Parties (and the Participating Member if the Participating Member has elected to sign the Task Order) and a written notice of authorization for the start of Services for such Task Order has been issued by the SCPPA designated representative. In addition to any specific requirements in a Task Order, each invoice from Consultant shall include the following:

- a. A reference to **Resolution No. 2022-XXX**, the Task Order Number(s), and any other number assigned by SCPPA for invoices under this Agreement;
- b. Name of each Participating Member that has received Services for which the invoice is being issued by Consultant; and
- c. The basis for the amount invoiced, including a description of Services provided.

Consultant shall submit all invoices to SCPPA. Invoices delivered to SCPPA shall be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member on or before the 25th day of the same month, shall be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of receipt of the invoice by SCPPA. SCPPA may withhold payment of such disputed amounts until both Parties have reached agreement on the proper amount of the invoice.

6. Taxes:

All taxes imposed on Consultant’s income, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA.

7. Indemnity:

Consultant shall defend, indemnify and hold harmless the Southern California Public Power Authority and Members and their officers, employees, assigns and successors in interest (collectively, “Indemnified Parties”) from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever arising out of, or incident to, the performance of Services under this Agreement (“Claims”), excluding only those Claims arising from the gross negligence or willful misconduct of SCPPA or their respective officers or employees.

8. Intellectual Property Infringement:

Consultant shall defend, indemnify and hold harmless SCPPA and each Participating Member from and against any loss, cost and expense that SCPPA or each Participating Member incurs because of a claim that any deliverables, materials, software or hardware or equipment (hereinafter “Products”) provided pursuant to this Agreement infringes on the intellectual property rights of others. Consultant’s indemnification obligation under this Section 8 is conditioned on the following: (i) SCPPA must notify Consultant of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA or the Participating Member. In the event of an infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA and any Participating Member the right to continue using the Product under the terms of this Agreement as was being used prior to the infringement claim; or (C) replace for SCPPA and any Participating Member the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function. Consultant’s election in response to an infringement claim as described in this Section 8 shall not result in any additional costs or liability to SCPPA and any Participating Member.

9. Insurance:

Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers’ Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer’s Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property

damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence. Such policy shall cover SCPPA and each Participating Member as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Participating Members.

- (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.
- (d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000).
- (e) Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Consultant shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:
 - 1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
 - 2. breaches of security;
 - 3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and,
 - 4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.

- (f) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Members that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Members for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Members under the policy; (iii) provides coverage to SCPPA or Participating Members only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA proof of all specified insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. Term and Termination:

- (a) The term of this Agreement shall be three (3) years from the date hereof at which time it shall either expire or be extended by written agreement of the Parties for one (1) or more additional terms totaling no more than three (3) years, unless sooner terminated in accordance with this Section 10.
- (b) Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. Upon such termination, (i) Consultant shall reimburse SCPPA for all payments made by SCPPA for Services not yet completed, or (ii) if outstanding payments are owed to Consultant, SCPPA shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement up to the date of termination. Any rights or obligations pursuant to Sections 5, 6, 7, 8, 10, 11 and 13 shall survive the expiration or termination of this Agreement for a period of two (2) years.
- (c) No Task Order shall be executed pursuant to this Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Agreement.

11. Use and Ownership of Work Product:

- (a) As used in this agreement, the term “Work Product” means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- (b) SCPPA and the Participating Members shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

12. Information Provided by Others:

To the extent reasonably available to SCPPA and/or the Participating Members, and not otherwise subject to any confidentiality requirement, SCPPA and/or the Participating Members, upon Consultant’s request shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and Participating Members. Any Customer Data (as defined in Section 13 herein) furnished to Consultant by SCPPA or Participating Members shall be deemed Confidential Information subject to Section 13 of this Agreement.

13. Confidential Information:

As used herein, “Customer Data” shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member, such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person’s presence in a place, or requests for temporary changes in service. “Customer Responses” shall be all information or opinion collected or gathered from an individual customer of a Participating Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may provide the other (as to information received, the "Receiving Party") with information in connection with this Agreement that it may deem to be “Confidential Information” as defined herein. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant’s subcontractors; (2) Customer Responses collected by Consultant or any of Consultant’s subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. Receiving Party agrees: (a) to use or reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose, (b) to take reasonable measures to prevent disclosure of

the Confidential Information to third parties, and (c) not to disclose the Confidential Information to a competitor of Disclosing Party.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Participating Member customer contacted by Consultant in the course of performance of this Agreement) or (iv) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act (“CPRA,”) Cal. Gov't Code § 6250 *et seq.*) from a third party for access to Consultant’s Confidential Information subject to this Agreement, SCPPA shall notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, attorneys’ fees, judgment or order related thereto or otherwise arising from the denial of access to Consultant’s Confidential Information to said third party.

If Consultant is requested or required, pursuant to any order, rule, ruling, discovery request, subpoena, civil investigation or similar process to disclose any of SCPPA’s or Participating Members’ Confidential Information, Consultant shall provide prompt written notice to each of SCPPA and the affected Participating Members of such request or requirement so that SCPPA and the affected Participating Members may, at their own expense, seek a protective order or other appropriate remedy concerning such disclosure.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member shall only be provided by Consultant to SCPPA and the interested Participating Member, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant shall retain the Confidential Information only so long as it is necessary to perform Consultant’s tasks under the Agreement,

and after such time, the Confidential Information shall be returned to SCPPA or at SCPPA's written request, destroyed, and Consultant shall retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who shall collect Customer Responses comply with the provisions of this Section 13.

Notwithstanding these restrictions, (a) Consultant may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to Members, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each Disclosing Party warrants that it has the right to disclose the information that it discloses.

14. Dispute Resolution:

In the event of a dispute between the Parties either Party may deliver to the other Party a notice of dispute with a detailed description of the underlying circumstances for the dispute. The dispute notice shall include a schedule of availability of the notifying Party's officers having a title of senior vice president or higher duly authorized to settle the dispute during the thirty (30) day period following delivery of the dispute notice. The recipient Party shall, within five (5) business days of receipt of the dispute notice, provide to the notifying Party a parallel schedule of availability of its officers having a title of senior vice president or higher duly authorized to settle the dispute. The senior officers of the Parties shall meet and confer as often as reasonably necessary during the thirty (30) day period in good faith negotiations to resolve the dispute. In the event the dispute is not resolved within the thirty (30) day period then either Party may pursue any legal remedy available to it.

15. Representatives:

SCPPA's representative for administration of this Agreement:

[fill in], (626) 793-9364, fax number (626) 793-9461 and e-mail address is [fill in]. All questions to SCPPA pertaining to this Agreement shall be referred to the person named above.

Consultant's representative for this Agreement:

[fill in], [telephone number], and [e-mail address is].

All questions to Consultant pertaining to this Agreement shall be referred to the person named above.

The representatives set forth herein shall have authority to give all notices required herein.

16. Notices:

Notices, requests, demands and other communications made pursuant to this Agreement shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, electronic mail, or by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Michael S. Webster
Executive Director
1160 Nicole Court
Glendora, CA 91740
mwebster@scppa.org

To Consultant:

[fill in name]
[Title]
Street Address
City, State Zip
XXX@YYY.com-net-org-gov

Either party may change its contact information for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery or upon transmission by electronic mail accompanied by a telephone call to the intended recipient; 2) one (1) calendar day after transmission by electronic mail not accompanied by a telephone call; 3) five (5) calendar days after deposit in first class mail, if mailed within the United States; and 4) ten (10) calendar days after deposit in the mail, if mailed from outside the United States.

17. Miscellaneous:

(a) Assignment – This Agreement is binding upon and shall inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party’s entire business relating to this Agreement.

(b) Integration; Conflicts – This Agreement, including Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Any conflict between the terms of this Agreement and the Exhibits hereto, or any Task Order, the terms of this Agreement shall control. Any conflicts between the Exhibits and any Task Order, the Exhibits shall control.

(c) Waiver – The failure to enforce any terms of this Agreement or the waiver of any breach of this Agreement shall not constitute a waiver of any other breach or a relinquishment of right to enforce the same or any other provision of this Agreement.

- (d) Severability – If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with the laws of the State of California.
- (e) Governing Law – This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.
- (f) Venue – All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California, both Parties waive any defense of forum non conveniens.

18. Execution in Counterparts, Electronic Signatures and Document Transmission:

This Agreement may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including California’s Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

[ARMANDO ARBALLO]MARY BETH
MARTIN
[Associate Counsel]General Counsel

[... LEGAL ENTITY NAME ...]

By: _____
[PRINTED NAME IN CAPS]
[Printed Title]

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

Services not expressly set forth in this Exhibit A are excluded.

[To Be Completed]

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

In no event shall SCPPA's payment obligations to Consultant for all Services performed or for any other reason exceed **[INSERT DOLLAR AMOUNT]**.

All travel must be preapproved in writing by SCPPA or the applicable Participating Member. As a public agency, SCPPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

EXEMPLARY TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior Task Orders, if applicable...]

Date: []

Project Description: []

Participating Member (if applicable): []

Consultant: []

Consultant, SCPPA and the Participating Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement (“Agreement”) between SCPPA and Consultant dated [...input Master Professional Services Agreement date...].

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: []

Task 2: []

Task 3: []

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

[NAME]
[Title]

[... LEGAL ENTITY NAME ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... Printed Title ...]

Participating Member’s Acknowledgement and Agreement

The undersigned hereby attests that [...he or she...] has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other Members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney’s fees, incurred by SCPPA in connection with the Services performed for the benefit of, or on behalf of, Participant pursuant to this Task Order, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

NAME OF PARTICIPATING MEMBER (required)

By: _____
[... PRINTED NAME IN CAPS ...]
[General Manager / Utility Director]

Check here if Participating Member has indicated acknowledgement and agreement to pay for Services procured under this Task Order by letter from Participating Member’s General Manager addressed to SCPPA.