



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Rebate Processing Services

RFP Date: March 17, 2014

Response Deadline: April 1, 2014

I. Introduction

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for the administration and processing of utility customer rebate applications related to various programs, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to the 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 April 1, 2014, as described below.

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 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 securing the services of an independent, 3rd party to administer and process the multitudes of customer rebate requests that are received for various Utility incentive programs related to many customer services, including but not limited to energy efficiency, renewable energy/distributed generation, and electric vehicles to meet the needs of their municipalities as follows:

1. **Review of existing rebate programs for assessment of existing application processing procedures, including:**
 - Make recommendations on potential improvements to increase efficiencies for the customer and the utility, while reducing costs
 - Be able to perform and provide any all application processing improvements
2. **Provide full-scale rebate application processing services, including but not limited to:**
 - Review all rebate applications and incentive claims to ensure completeness and Program eligibility
 - Perform all related customer service-related functions by serving as the interface with Utility customers to answer questions, assist with rebate application completion, via e-mail, telephone or in person
 - Track and enforce application due dates and milestones
3. **Provide rebate and/or incentive distribution services:**
 - Responsible for disbursement and delivery of all incentives and rebates to customers
 - Monitor and track Utility Program-specific funding to contain spending within Utility-specified amounts
 - Develop and manage a rebate tracking tool for Utilities and/or an on-line tool for customers to be able to easily understand the funding availability for specific rebate or incentive Programs.
4. **Perform Installation/Compliance Inspections**
 - Schedule and Coordinate Installation/Compliance Inspections
 - Conduct inspections to insure the Program participant and related equipment are in compliance with Program guidelines and requirements, as directed by the Utility
5. **Provide reporting and analytical service**
 - Develop tools and methodologies to provide timely information to the Utility on all Program performance metrics
 - Assist the Utility in evaluating and assessing Program performance
6. **Provide assistance with Policy development**
 - Serve as independent and objective party to provide insight and guidance on local, state and possibly federal policy development in support of Utility program development and enhancements.

Timeline / Schedule*

SCPPA RFP for Rebate Processing Selection Process	
Schedule of Requirements	Target Date(s)
Issue RFP	March 14, 2014
Responses Due	April 1, 2014
Review of Responses	April 1-4, 2014
Interviews (if necessary)	April 7-11, 2014
Selection of Respondent(s)	April 14-18, 2014

*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 or SCPPA's boilerplate Professional Services Agreement, presented in Attachment 1, as would typically be used to develop a contractual Agreement between SCPPA and any successful Respondent(s) to this RFP; 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

SCPPA REBATE PROCESSING RFP – March 14, 2014

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.
 - 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.

SCPPA REBATE PROCESSING RFP – March 14, 2014

- 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. Clarification questions may be addressed to RebateProcessingRFP@scppa.org.

One (1) hard copy of your response, including a transmittal letter of authentic offer with wet-ink authority signature, and any supporting documentation should be delivered no later than 5:00PMPST on April 1, 2014 to:

Southern California Public Power Authority
Rebate Processing RFP
1160 Nicole Court
Glendora, California 91740

One (1) electronic copy of your proposal should also be delivered to the address above, preferably on a CD or USB flash drive, or alternatively e-mailed to RebateProcessingRFP@scppa.org no later than the time and date referenced above.

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.
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.

SCPPA REBATE PROCESSING RFP – March 14, 2014

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.
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.

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>

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) and Disabled Veteran Business Enterprises (DVBES) have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of SBEs, DVBES, and other business enterprises may reasonably

SCPPA REBATE PROCESSING RFP – March 14, 2014

be expected to produce a twenty percent (20%) participation goal for SBEs and a three percent (3%) participation goal for DVBES. 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
[... NAME OF CONSULTANT ...]
(SCPPA Contract No. ____)**

This MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated as of [. . . INSERT DATE . . .], by and between [...NAME OF FIRM/INDIVIDUAL...] (“Consultant”), a [... need legal status of entity such as an individual, corporation, llc or other ...], located at [...BUSINESS/MAILING ADDRESS...] and the 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 individually as (“Party”) and together as (“Parties”).

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 improve upon and better facilitate SCPPA’s services to its Members, while SCPPA’s Members have a need for such services to continue to provide electric utility service and to improve upon and better facilitate such service in their respective communities; 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 the Consultant to perform all services and related tasks further described in a Scope of Services (or “Services”) to be set forth in a separate task order (“Task Order”) substantially in the form attached hereto as Exhibit A. A Task Order may be made on behalf of SCPPA and/or one or more Members and in all cases shall be signed by the Consultant, SCPPA and the participating Member(s). Consultant will perform the Services at the direction of and on behalf of SCPPA and/or the Members who have signed a Task Order. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended only upon written agreement executed by Consultant, SCPPA and the participating Member(s).
2. Independent Contractor: Consultant is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker’s compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or its Members in any capacity whatsoever as agents 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 have an affirmative duty to assure that said subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours, 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 Member 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.
4. **Changes/Amendments:** The terms and conditions of this Agreement may not be changed except by written amendment included in a Task Order. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.
5. **Payment:** SCPPA shall pay Consultant for Services in accordance with the terms and schedule contained in the applicable Task Order. Each invoice shall state the basis for the amount invoiced, including services completed, units and costs, and any work performed. Invoices received by SCPPA on or before the 26th day of a given month and are subsequently approved by the Member(s) on or before the 5th day of the next month, will be paid by SCPPA by the end of said month for services performed in the previous month. SCPPA shall pay properly invoiced amounts not more than sixty (60) days after delivery of an invoice. If invoices are not received in the time frame above, then SCPPA will use their best efforts to pay within the 60 day term.
6. **Taxes:** Any and 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, and SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.
7. **Indemnity:** Consultant shall defend, indemnify and hold harmless SCPPA, its Members and their officers, agents, representatives and employees 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 for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either party hereto, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, its Members and their officers, agents, representatives or employees.

8. Intellectual Property Infringement. Consultant shall defend, indemnify and hold SCPPA and its Members free and harmless from and against any loss, cost and expense that SCPPA or any Member incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and its Members must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, its Members or others. In the event of any such 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 the right to continue using the Product under the terms of this Agreement; or (C) replace 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.
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, an annual aggregate of two million dollars (\$2,000,000), and a products/completed operations aggregate of two million dollars (\$2,000,000). Such policy shall cover SCPPA (and each Member that is party to a Task Order) 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 its 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).

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 that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA for SCPPA's own negligence; (ii) limits the duty to defend SCPPA under the policy; (iii) provides coverage to SCPPA 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 rights under this Agreement.

Consultant shall furnish a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement.

The insurance requirements set forth in this Section 9 may be modified in any Task Order, but not otherwise. Any such modification shall apply only to Services performed under that Task Order.

10. Term and Termination: The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this section, at which time it shall either expire or be extended for one (1) additional term of three (3) years, subject again to earlier termination in accordance with this section; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all services rendered up to the date of termination plus reasonable expenses for winding down the services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.
11. Use and Ownership of Work Products:
 - (a) Work Product. 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 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: SCPPA and/or its Members shall provide to the Consultant in a timely manner any information needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its Members shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything

whatsoever about an individual customer of a SCPPA 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 any and all information or opinion collected or gathered from an individual customer of a SCPPA Member, either verbally, in writing, or electronically.

13. Confidential Information: Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Members to Consultant or any of Consultant's subcontractors; and (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.

Consultant acknowledges and agrees that maintaining customer privacy must be enforced with the highest vigilance, both through good utility practice and the requirements of California law, including but not limited to California Public Utilities Code Sections 394.4 and 8381. 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 Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a SCPPA Member Customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

Confidential Information in Consultant's possession must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, 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 will retain the Confidential Information only so long as is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will 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 will collect Customer Responses comply with the provisions Section 13.

14. Dispute Resolution: Consultant and SCPPA shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement, the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. Representatives

SCPPA's representative for administration of this Contract is [fill in], telephone number (626) 793-9364, fax number (626) 793-9461 and e-mail address is [fill in]. All of Consultant's questions

pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Consultant's representative for this Contract is [fill in], telephone number [fill in], fax number [fill in] and e-mail address is [fill in]. All of SCPPA's questions pertaining to this Agreement shall be referred to the above-named person.

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

16. Notices

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (which may be other than the representatives referred to in Section 15) and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

[fill in – same as name in Sect. 15]

1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
XXX@scppa.org

To Consultant:

[fill in – same as name in Sect. 15]

Street Address
City, State Zip
Phone(s)
XXX@YYY.com-net-org-gov

Either party may change its address for the purposes of this Section 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; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

17. Miscellaneous:

- (a) This Agreement is binding upon and will 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) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue in full force shall continue as to other circumstances in accordance with, the laws of the State of California.
- (c) 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.

[SIGNATURE PAGE FOLLOWS]

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
BILL D. CARNAHAN
Executive Director

and;

[... LEGAL ENTITY NAME ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... printed title ...]

EXHIBIT A

TASK ORDER FORM

Date:

Project Description:

Participating SCPPA Member(s) (if applicable): []

Consultant: []

SCPPA Contract No.: []

Consultant, SCPPA and the participating SCPPA Member(s) identified above (if any) 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...], except as specifically modified herein.

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]

Amendment(s) to the Agreement

[Specify, or indicate “None.”]

[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: _____
BILL D. CARNAHAN
Executive Director

and;

[... LEGAL ENTITY NAME ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... printed title ...]