



Northern California Power Agency

651 Commerce Dr, Roseville, CA 95678

(916) 781-3636

<https://www.ncpa.com>

REQUEST FOR PROPOSALS

For

CONSOLE FURNITURE

For NCPA Dispatch and Control Center Sunrise

RFP Issue Date: Monday, September 23, 2024

RFP Submittal Deadline: Thursday, October 24, 2024

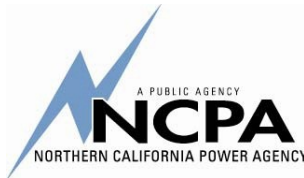
Introduction

The Northern California Power Agency (NCPA or Agency) is requesting proposals for dispatch and scheduling console furniture for a total of six (6) consoles and twelve (12) staff positions. For its “Disaster Recovery Center” located at 5034 Sunrise Blvd, Fair Oaks, CA 95628.

NCPA utilizes “dispatch console furniture” for its “Disaster Recovery Center” to support the monitoring, dispatch, and scheduling of electrical power on the “real-time” energy markets. The proposal includes providing a layout for a total of six consoles with three workstations a piece for a total of eighteen workstations. Consoles will house up to twelve monitors, nine computers, three keyboards, three mice, one radio and other equipment, as specified in the Scope of Work. NCPA is requesting proposals from qualified respondents for the design, installation of dispatch console furniture, and disposal of the current furniture.

Agency Overview

The Northern California Power Agency, a California Joint Action Agency, was established in 1968 by a consortium of locally owned electric utilities to make joint investments in energy resources that would ensure an affordable, reliable, and clean supply of electricity for customers in its member communities. NCPA members include municipalities, a rural electric cooperative, and other publicly owned entities for which the not-for-profit agency provides such services as the purchase, aggregation, scheduling, and management of electrical energy.



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**Request for Proposals for
CONSOLE FURNITURE
For NCPA Dispatch and Control Center Sunrise**

Dear Interested Party:

The Northern California Power Agency (NCPA or Agency) is requesting proposals for dispatch and scheduling console furniture for a total of six (6) consoles and twelve (12) staff positions. For its “Disaster Recovery Center” located at 5034 Sunrise Blvd, Fair Oaks, CA 95628.

Responses to the request are due **NO LATER THAN 2:00 pm October 24, 2024, via mailed response to:**

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Attn: RFP AS-2403 Response, Jonathan Ashcraft
(916) 781-4208
jonathan.ashcraft@ncpa.com

Respondents may submit one signed electronic version of the proposal by the deadline. This submission will serve as a formal receipt timestamp against the RFP deadline.

This RFP and related documents are available on NCPA’s website at RESOURCES | NCPA www.ncpa.com/bidding-opportunities-and-public-notifications/.

IT IS THE RESPONSIBILITY OF PROSPECTIVE RESPONDERS TO CHECK NCPA WEBSITE FOR ANY FUTURE ADDENDUMS TO THIS RFP.

All questions regarding this RFP should be directed to Jonathan Ashcraft, Facilities Manager, reference “Console Furniture RFP# AS-2403 Response” in the subject line and submit via electronic mail: jonathan.ashcraft@ncpa.com.

Proposal Requirements

Responsive proposals shall include:

1. Qualifications & Experience of Company

- a. List current California Business/Contractor licenses and class
- b. Give a brief company description including:
 - i. Identify years in business
 - ii. Number of employees in the office location which is intended to provide services
 - iii. Relevant experience
- c. List key personnel and any 3rd party vendors to be assigned to the account (Project Team) and describe their roles and experience
- d. Identify the Proposers' experience performing services of similar size, scope, and complexity as the services required by this RFP.
- e. Include a list of references (with contact information) of at least three projects completed within the past four years for similar work. NCPA reserves the right to contact references without prior notification.

2. **Contract Exceptions** – The Company selected will be expected to execute NCPA's standard Agreement, a sample of which is attached for reference in Appendix E. The proposal shall state all exceptions taken to the terms and conditions of the Agreement, if any.

Note: Make sure to review the insurance requirements in detail. You will be asked to provide proof of insurance and copies of all waivers and endorsements if selected.

3. **DIR Registration**– Proposer shall provide proof of registration and compliance monitoring provisions of California Labor Code with the Department of Industrial Relations, Division of Labor Standards Enforcement, Licensing & Registration Unit stating conformity with the provisions of Chapter 1, Part 7, Article 2 Sections 1770, 1773 and 1773.1 Craft: 42500 FURNITURE: OFFICE
4. **Technical Proposal to Detailed Scope of Work** –Vendor is responsible for design of the console configuration and system. Vendor will base their initial designs on the description in the Detailed Scope of Work and the space floor map provided: Appendix C Current Floorplan
5. **Designation of Subcontractors**-The Vendor is to provide the following supplemental information for all listed subcontractors within 24 hours of receipt of the Notice of Award: complete business address, telephone number, contractor classification number, and percent and dollar amount of work.
6. **Pricing Proposal** – The proposal shall include a complete itemization of fees. The proposal shall include a cost breakdown for all items included and summarized in Appendix B- Pricing. To control the schedule and final costs, NCPA reserves the right to

adjust the Proposed Deliverables and Scope of Work during negotiations with the selected Respondent.

7. **Project Schedule** - Include a proposed schedule for completion of the Detailed Scope of Work with consideration that the kick off for the project should be around November of 2024. The project schedule must provide for lead time for the teardown and installation.
8. **Requests For Information (RFI)**- Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer may request clarification or correction thereof before submitting a proposal. RFI's should be directed to Jonathan Ashcraft, Facilities Manager (who's contact information is below) with the subject line "Dispatch Console Furniture RFP# AS-2403 Response". Questions or comments must be received by Agency no later than 2:00 p.m. PST, Tuesday, October 17, 2024. Referencing "Dispatch Console Furniture RFP# AS-2403" in the communication. Responses from the Agency will be answered verbally or via email. Should the RFI be of interest to all proposers, the question and response will be distributed via email to all recipients of the RFP.
9. **Addendum** – Should it become necessary to revise or supplement any part of this Request for Proposal, a written addendum will be issued via email to all recipients of the RFP and posted at www.ncpa.com/rfp

Property Locations

Property #1:

NCPA Disaster Recovery Center Sunrise
5034 Sunrise Blvd, Fair Oaks CA 95628

Property #2:

NCPA Disaster Recovery Center (DRC)
7664 Old Auburn Rd.
Citrus Heights, CA 95610

Pre-Bid Site Visit

A non-mandatory pre-bid site visit will be held on Tuesday, October 8, at 10:00 am starting at 5034 Sunrise Blvd, Fair Oaks CA 95628. The visit will consist of a project summary, site walk, and review of floor plan drawings. It is incumbent upon the proposer to review and verify the floor plan, electrical plan, and cabling plan to incorporate into the proposed design configuration.

Detailed Scope of Work

1. **Specifications:** Respondents shall include a price for the complete design, fabrication, delivery, installation, cabling, connection, configuration, and testing of the systems defined in the RFP as well as the training of personnel on their use. Respondents shall state their concurrence with the requirements of the RFP and provide in their responses a description of any additional work necessary to complete the work of this project. Vendor shall include all mobilization, labor, materials, supplies and equipment as required to

complete the work. The responder shall indicate their agreement with the proposed project timeline or suggest alternate guaranteed start and completion dates for the work. Responders are encouraged to provide suggested console layout options that optimize the available space. Additional components may be recommended to enhance the efficiency of the console positions where possible. An illustration of the current layout of the Communications Center is enclosed.

2. **Console Furniture:** All furniture shall be of the same manufacturer and shall be furnished and installed by the manufacturer or a vendor specializing in the delivery, set up and installation of the manufacturer's furniture and equipment.
3. **Requirements:** This section outlines minimum contract requirements for the Respondent providing replacement Console Furniture to NCPA for use in its Disaster Recovery Center:
 - a. The Console Furniture must include motorized adjustable work surfaces to ergonomically facilitate usage by a work force of differing heights, reach length, and body size.
 - i. The keyboard height must be separately adjustable from the monitor height.
 - ii. The monitor depth must be adjustable.
 - b. The Console Furniture must include built in surface multi ports for power, voice, and data lines to include:
 - i. Easy access to cabling and other hardware such as keyboards and mice ports
 - ii. the response must include cable management specs or example layouts
 - iii. cable access from sub flooring
 - iv. future cable expansion
 - c. The proposal must include a layout for six consoles, each with three workstations, for a total of eighteen workstations and twelve staff positions.
 - d. Console Furniture must include consideration to house up to twelve monitors, nine computers, three keyboards, three mice, one radio, and other equipment.
 - e. The Console Furniture must include consideration for storage, placement and mounting of radio, phone, speaker and monitor equipment.
 - i. The response shall specifically state the dimensions of the included storage and equipment listed.
 - f. The Console Furniture must include amenities for each work station to include
 - i. Charging/USB/Power Ports
 - ii. Fans
 - g. The proposal must include options for console layout to maximize ease of use, efficiency of spatial footprint, ergonomics, acoustical considerations, and accessibility including disability compliant walkways capable of accommodating a wheel chair.
 - h. The proposal must include a "map table" measuring approximately 36" x 70" within the central configuration of the console layout.
 - i. The response must include warranty options that cover the Console Furniture and associated equipment, including the adjustable motors, cabinetry, cabinetry hardware, and amenities. The warranty information shall describe:
 - i. The length of the warranty

- ii. What is covered by the warranty
 - iii. The expected service life of the product
 - iv. The options available for servicing the product
 - v. The specifics of any included service contract
 - vi. The response time for a technician or repair
 - vii. The warranty must list any annual support costs
- j. The project is likely to occur during a time when vendors will be doing simultaneous work within the same workspace. The Respondent must be able to work collaboratively and concurrently with other projects. The response should describe the Respondent's project management strategy and capabilities that will allow them to be successful in the described situation.
 - k. The Respondent is responsible for tear down and disposal of existing Console Furniture located at 7664 Old Auburn Rd. Citrus Heights, CA .
 - l. The Respondent must provide a timeline with significant milestones.

Proposal Instructions

Proposals should be prepared in a straightforward, concise manner. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Respondents may submit one signed electronic version of the proposal by the deadline. This submission will serve as a formal receipt timestamp against the RFP deadline.

Letter of Submittal

1. The Letter of Submittal must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor and any proposed subcontractors:
2. Name, Address, principal place of business, telephone number, and email address of the legal entity or individual with whom the contract would be written.
3. The legal status of the Vendor (sole proprietor, partnership, corporation, etc.) and the year the entity was organized to do business as it now substantially exists.
4. Federal Tax Identification and DIR registration number as issued by the California Department of Industrial Relations.
5. Location of the facility from which the vendor would operate.
6. Include a list of references (with contact information) of at least three projects completed within the last four years for similar work. NCPA reserves the right to contact references without prior notification

Submittal

This is a formal request for proposal (RFP), but is not an offer by the Agency to contract with any firm responding to this RFP.

Proposals are to be submitted to NCPA Roseville Headquarters no later than 2:00 p.m. Pacific Daylight Time on Thursday, October 24, 2024. NCPA will accept proposals via email. Please reference “Console Furniture RFP# AS-2403” in the subject line and send via email at:

Email: Jonathan.Ashcraft@ncpa.com
Phone: (916) 781-4208

or address hard copy proposals to:

Jonathan Ashcraft, Facilities Manager
651 Commerce Dr.
Roseville, CA 95678
ATTN: Console Furniture RFP# AS-2403

Include Proposer information:

Company: _____

Address: _____

Signed: _____ Title: _____

Print Name: _____ Telephone: (____) _____

Date: _____ E-mail: _____

Proposal Evaluation and Selection Process

NCPA will objectively evaluate and rate compliant proposals according to a specified point system. Scoring criteria is broken up into five categories.

Respondent's Qualifications <ul style="list-style-type: none">• History of working on similar projects	15 pts
Responsive to RFP <ul style="list-style-type: none">• Response complies with RFP documents• How well proposed furniture meets or exceeds listed specifications and requirements	25 pts
Proposed Timeline <ul style="list-style-type: none">• Proposed start date• Proposed date of completion	15 pts
Pricing <ul style="list-style-type: none">• Overall cost of project	30 pts
References <ul style="list-style-type: none">• NCPA may contact references and consider responses provided	15 pts

The Agency reserves the right, as the interest of the Agency may require, to reject any proposal or to waive any irregularity in the proposals received. NCPA also reserves the right to reject all submittals and to re-advertise or extend the deadline, if necessary. Once submitted, no proposal may be changed, although it may be withdrawn prior to the final selection.

A proposed Agreement will be forwarded to the Vendor selected. Within ten (10) calendar days thereafter, the Vendor is required to deliver to the Agency the required insurance certificates with endorsements, DIR registration, contractor license, and signed copies of the Agreement. The Vendor's work may not begin until the Agency has received all the required documents, the Agreement has been countersigned and fully executed by the Agency and a purchase order has been let to the Vendor for the work.

Appendix A

Respondents Checklist

This checklist is being provided for convenience only and identifies the documents to submit with each proposal. Any proposals received without this information may be considered non-responsive and not be considered for award.

Note: any proposal submitted which does not adequately address all aspects required in the specifications may be rejected at the discretion of NCPA for noncompliance.

- Completed Letter of Submittal
- Qualifications & Experience of Company
- Contract Exceptions
- DIR Registration
- Technical Proposal of Detailed Scope of Work
- Pricing Proposal
- Project Schedule
- W-9
- Any additional information as required in the proposal

Appendix B

Pricing

This information is to be completed and returned with the proposal:

Console Full Project	
Include a detailed price/cost breakdown including products and labor	
Materials	
Labor	
Removal of Existing Consoles	
Layout Design Costs (if any)	
Additional Costs (Specify)	
TOTAL PROJECT COST (Including tax)	

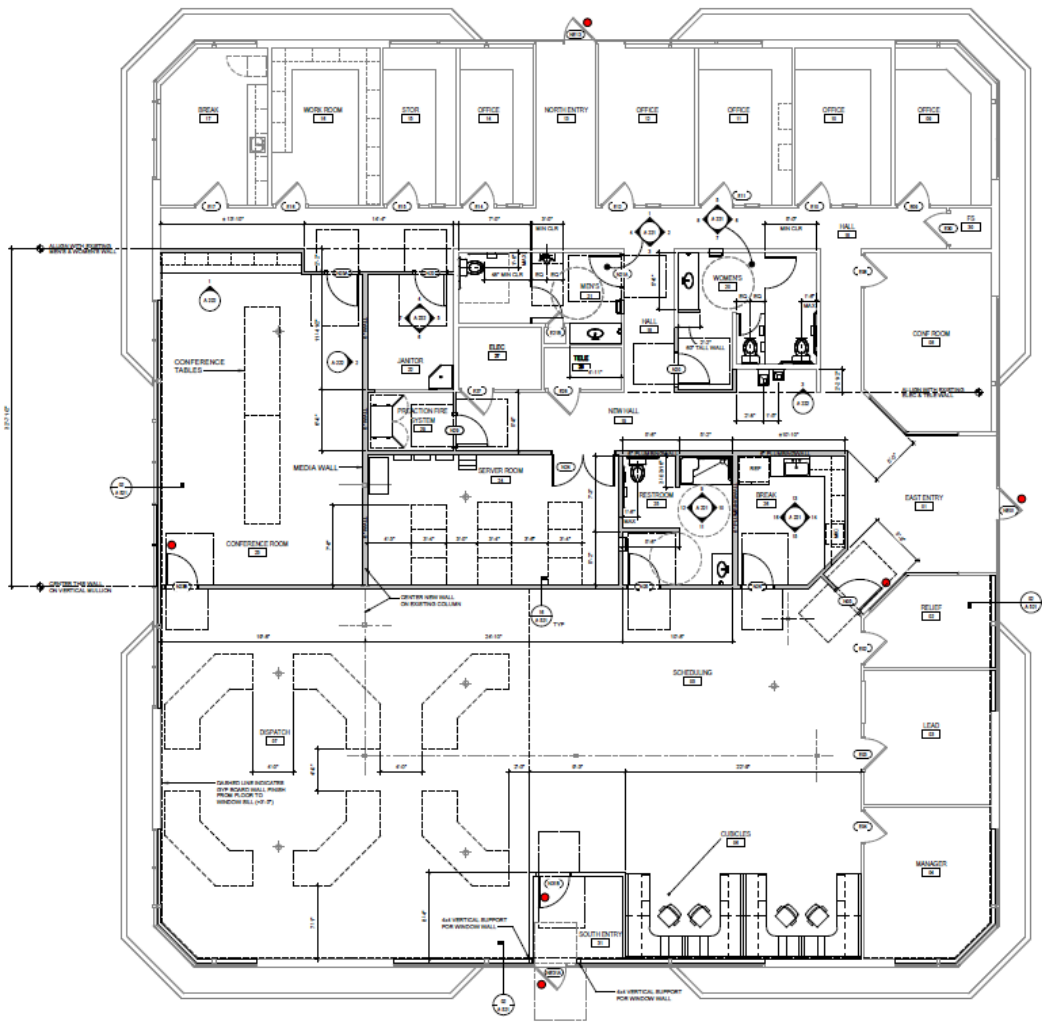
Appendix C

Floor Plan and Layout

PROJECT NO. 2014-001

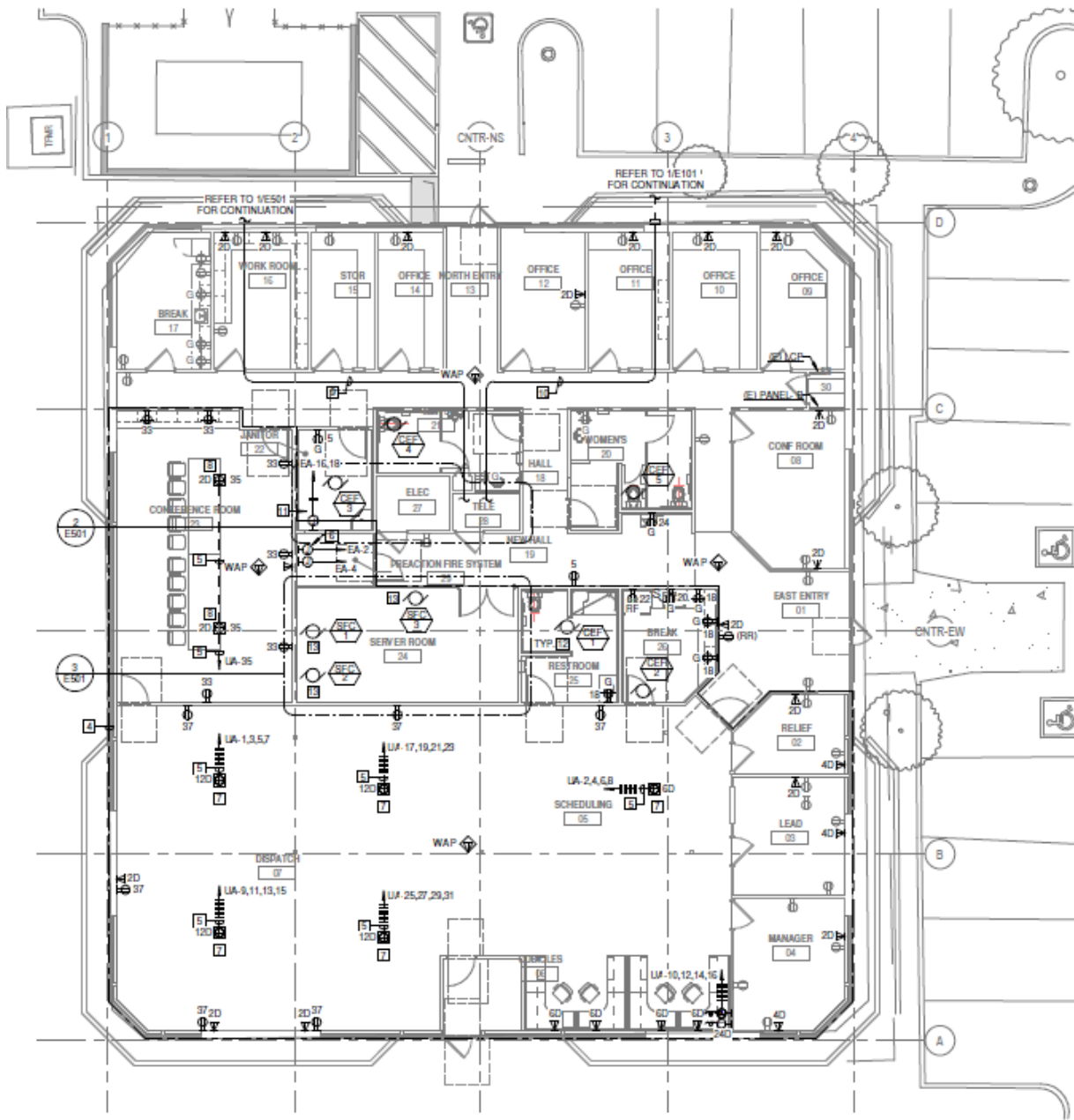
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1 FLOOR PLAN - NEW





2 POWER & TELECOM PLAN - NEW WORK
 SCALE: 1/8" = 1'-0"

Appendix E

SAMPLE AGREEMENT



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and _____, a _____ [sole proprietorship, partnership, corporation] with its office located at _____ ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter, unless terminated earlier in accordance with Section 8 ("Termination") below.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel. Contractor shall ensure all personnel assigned to perform the Work meet and follow the requirements specified below for unescorted physical or electronic access:
 - Complete a Personnel Risk Assessment, provided by the Contractor, comprised of the following: 1) verification of identification, (2) criminal history reference check for the previous seven (7) years, and 3) written confirmation that the results of the criminal history reference check are within the acceptance criteria defined by Agency and included in Exhibit C, and

- Complete an initial security training and annual training thereafter, both of which will be provided by Agency.

Contractor shall notify Agency within 24 hours of voluntary separation or termination of one of its personnel who has been granted unescorted physical or electronic access to Agency facilities or systems. And, Contractor shall notify the Agency within 24 hours of any lost or stolen Agency issued badges or electronic access authenticators. Failure to timely notify Agency of voluntary termination or separation, or loss of access badge or authenticator may be considered by Agency as Contractor breach of this Agreement allowing Agency to immediately terminate this Agreement without liability to Agency.

- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven-day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.
- 1.6 Changes in Name, Ownership, or Control.** Contractor shall notify the Agency in writing of any change in name, ownership or control of Contractor’s [proprietorship/partnership/corporation] or of any subcontractor. Change of ownership or control of Contractor’s [proprietorship/partnership/corporation] shall require an amendment to the Agreement.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** [REDACTED] dollars (\$ [REDACTED]) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

- 2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
 651 Commerce Drive
 Roseville, California 95678
 Attn: Accounts Payable
AcctsPayable@ncpa.com

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain the types and amounts of insurance listed below with insurance companies having an A.M. Best rating of A/VIII or better, or otherwise acceptable to Agency. Contractor and shall maintain the types and

amount of insurance listed below for the period covered by this Agreement, unless otherwise specified below.

4.1 All Policies Requirements.

- 4.1.1 Additional Insured.** Agency shall be included as additional insureds on each of the Contractor's policies except for Workers' Compensation and Professional Liability. The additional insured protection for the commercial general liability and umbrella/excess liability shall include both ongoing and completed operations coverage. Additional insured coverage shall not be limited to the minimum amounts of insurance required by written agreement and shall extend through the expiration of all applicable statutes of limitation and statutes of repose.
- 4.1.2 Primary/Non-Contributory.** Contractor's insurance coverage shall be primary and any insurance or self-insurance of Agency shall be excess and non-contributory to Contractor's coverage.
- 4.1.3 Severability of Interests.** All Contractor policies shall provide, or be endorsed to include, a severability of interests provision. There shall be no exclusion for cross liability.
- 4.1.4 Deductibles.** Any deductibles or self-insured retentions in excess of \$250,000 shall be subject to prior review and approval by Agency at Agency's sole discretion. If approved by Agency, such approval shall be in writing. Contractor is responsible for payment of all deductibles and self-insured retentions.
- 4.1.5 Verification of coverage.** Prior to beginning any work under this Agreement, 5 business days prior to insurance coverage renewals, and upon Agency's written request, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) waiver of subrogation, additional insured and primary/non-contributory policy endorsements. Agency's review of coverage does not relieve Contractor of the requirements of Section 4.

The failure of Agency to identify any deficiencies in the certificate(s) or endorsement(s) provided by Contractor shall not be construed as acceptance of the noncompliant coverage nor a waiver of Contractor's obligation to maintain coverage compliant with the requirements set forth herein. Agency does not represent or warrant that coverage and limits will be adequate to protect Contractor from loss, and such coverage and limits required herein shall not be deemed a limitation on Contractor's liability under this Agreement. Agency has not waived, and is not estopped from asserting against Contractor, any claim or claims alleging Contractor's breach of any of its insurance procurement or maintenance obligations.

Furthermore, Contractor agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, Agency may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense. Agency reserves the right to obtain a full certified copy of any insurance policy endorsement. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

4.1.6 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.1.7 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.1.8 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.1.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.1.9 Waiver of Subrogation. Contractor agrees to waive, and shall cause all of its insurers and subcontractors to waive, all rights of subrogation and set-off against Agency. All insurance policies shall be endorsed to provide such waivers of subrogation.

4.2 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

4.3 Workers' Compensation & Employer's Liability Insurance. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance in compliance with all applicable federal, state and local laws, regulations and statutes, for any and all persons employed directly or indirectly by Contractor. Contractor shall maintain Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury by per accident, \$1,000,000 for bodily injury by disease (each employee), \$1,000,000 for bodily injury by disease (policy limit).

When applicable, an alternate employer endorsement shall be endorsed to the Workers' Compensation coverage naming Agency as an alternate employer.

- 4.4 Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance with limits no less than \$2,000,000 per occurrence, \$2,000,000 in the aggregate written on an occurrence ISO Form CG 00 01 04 13, or other equivalent form acceptable to Agency. Aggregate limits shall apply on a per project or per location basis. Products-completed operations coverage shall apply through the expiration of all applicable statutes of limitation and statutes of repose. Such coverage shall include, with no sublimit or exclusion: broad form third party bodily injury, including death; broad form property damage, including loss of use thereof; premises & operations; contractual liability, including tort liability of another assumed in a written agreement; liability for work within 50 feet of a railroad or railroad right of way; independent contractors; sudden & accidental pollution liability; wildfire liability, including suppression costs; fire, explosion and underground damage (XCU coverage); and include defense coverage outside the limits.
- 4.5. Business Automobile Liability.** Contractor shall maintain automobile liability insurance for all owned, non-owned, hired and leased vehicles, including loading and unloading, with limits no less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be at least as broad as form CA 0001 (current edition). Coverage shall include pollution coverage on ISO Form CA 99 48, or its equivalent. If the work includes transportation hazardous waste, a compliant MCS-90 shall be endorsed.
- 4.6 Umbrella/Excess Liability Insurance.** Contractor may use Umbrella or Excess policies to provide the coverage amounts required by this Agreement. Umbrella or Excess policies are acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and/or Automobile insurance. No insurance policies maintained by the Agency, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4.0 Cyber Risk Liability.**

Not Applicable (Contractor does not interconnect to NCPA systems)

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification

and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, injuries, taxes, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency. Contractor acknowledges that Agency would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect Agency as set forth herein.
- 5.3 Offset Compensation.** Agency shall have the right to offset against any compensation due Contractor under this Agreement any amount due Agency from Contractor as a result of Contractor's failure to pay Agency promptly any indemnification arising under this Section 5 of this Agreement and any amount due Agency from Contractor arising from Contractor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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 Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any debt, obligation or liability whatsoever. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner agents or employees of Agency.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction. Contractor shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Agency shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit E.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit F and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors, if any, have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by Department of Industrial Relations.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) and/or Division of Labor Standards Enforcement (Labor Commissioner's Office).
- 7.5 **Registration with Labor Commissioner's Office.** Continuing through the term of this Agreement, Contractor warrants that it is registered with the Labor Commissioner's Office and is qualified to perform Work consistent with Labor Code Sections 1420-1434, where the Work involves a "covered worker" under Labor Code section 1420(a).
- 7.6 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the DIR and is qualified to perform Work consistent with Labor Code section 1725.5.
- 7.7 **Prevailing Wage Law.** This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 *et seq.*, and Labor Code Section 1770 *et seq.*, as well as Code of Regulations, Title 8, Section 16000 *et seq.*, which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance"

projects. Contractor shall defend, indemnify, and hold harmless Agency, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

7.7.1 Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

7.7.2 Forfeiture. Contractor shall forfeit as a penalty to Agency Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor

Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

7.7.3 Apprentices. Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code section 1777.5.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof). In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

8.2 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor and pertaining to the handling and non-disclosure of confidential information shall survive the termination of this Agreement unless specifically provided otherwise in this Agreement.

8.4 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

9.1.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement ("Agency Records") and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.

9.1.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.1.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary,

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;

proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information.

Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

9.2.2 Restricted Use of Confidential Information. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

9.2.3 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the “Disclosing Party”) Confidential Information to the other party (the “Receiving Party”). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence and with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement,; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.2.4.2 or 9.2.4.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
 4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](#)),

9.2.4.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.2.4.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.2.4.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.2.5 **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 **Unauthorized Disclosure.**

9.2.6.1 **Security Breach.** Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 **Action Upon Unauthorized Disclosure.** If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party will reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such part is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a

Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any

reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental

conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor represents that it has advised Agency in writing prior to the date of signing this Agreement of any known relationships with third parties, Agency members, or employees of Agency which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090 *et seq.*, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Contractor from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

13.7 Contract Administrator. This Agreement shall be administered by (name), Assistant General Manager, or his/her designee, (“Contract Administrator”) who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative. Agency reserves the right to change this designation upon written notice to Contractor.

13.8 Notices. Any written notice to Contractor shall be sent to:

[CONTRACTOR’S NAME, ADDRESS]

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
randy.howard@ncpa.com

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
jane.luckhardt@ncpa.com

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits

shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signatory third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third-party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.
- 13.16 Nondiscrimination.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 13.17 Force Majeure.** Except with respect to payment delays exceeding five business days, neither party shall incur any liability to the other party by reason of failure to fulfill, or any delay in fulfilling, any of its obligations under this Agreement due to the occurrence of Force Majeure. "Force Majeure" means any foreseeable or unforeseeable event beyond the reasonable control of a party, including, but not limited to, weather conditions, fire, third party strikes or cessation or slowdown or stoppage of labor, acts or omissions of a third party (except as otherwise provided in this Agreement), sabotage, cyber-attack, shipwreck, embargo, riot, war (declared or undeclared), terrorist act, enemy action, flood, epidemic, pandemic (including the current COVID-19/SARS-CoV-2 pandemic), so long as delays occur after product is in transit, delays due to transportation or logistics or laws, regulations, orders, rulings or acts of any governmental authority, body or agency. If any delay (other than a payment delay wherein five days are provided to resolve the Force Majeure event) arises by reason of Force Majeure, the time for performance shall be extended by a period of time equal to the time lost due to such delay. Both parties shall take reasonable action to remove such cause and resume performance as soon as possible. The party affected by an event of Force Majeure shall give the other party written notice within a reasonable time after becoming aware of the commencement of the delay. If a delay caused by Force Majeure exceeds 180 days, either party may terminate this Agreement by providing written notice to the other party.

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The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

CONTRACTOR

Date_____

Date_____

[NAME, TITLE]

[NAME, TITLE]

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the following Work as requested by the Northern California Power Agency (Agency) at any facilities owned or operated by the Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members, as follows:

[ATTACH OR INSERT SCOPE OF WORK HERE]

[For maintenance services, ensure the following is include in scope of work or add the following:]

Contractor shall provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency in a safe and continually usable condition.

Maintenance services may include, but are not limited to, [insert Scope of Work here].

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

[Insert breakdown here]

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

NOTES:

- As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service. In addition, NCPA policies prohibit reimbursement for alcohol.
- NCPA does not pay for clerical, accounting, managerial, or other types of related overhead expenses.

EXHIBIT C

CRIMINAL HISTORY ACCEPTANCE CRITERIA

CIP PERSONNEL RISK ASSESSMENT (PRA) EVALUATION CHECKLIST

Vendors Name: _____
Applicant's Name: _____
Investigator's Name: _____
Date: _____ Badge Number: _____

Contractor or Vendor Self-Reported Arrest

RISK ASSESSMENT DETAILS (Check Yes or No for each criteria)

- | <u>YES</u> | <u>NO</u> | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Identity verification completed and approved. Method Used: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Name and social security number correspond. |
| <input type="checkbox"/> | <input type="checkbox"/> | Pre-employment Background Investigation for previous 7 years completed and approved by the Vendor. No criminal history, or disposition of not guilty, not prosecuted, waived or dismissed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Vendor able to verify the nature or status of criminal history? If no, comment below. |
| <input type="checkbox"/> | <input type="checkbox"/> | Unresolved or outstanding warrant. |
| <input type="checkbox"/> | <input type="checkbox"/> | <i>Potentially Disqualifying Misdemeanor</i> – Misdemeanor conviction or misdemeanor pending court adjudication or disposition for crime INVOLVING weapons, drugs, violence, theft, robbery, burglary, embezzlement, misappropriation, fraud, terrorist threats, or sabotage or sexual offenses, where the conviction date and any related term of imprisonment ended less than 7 years prior to background investigation application (describe in comments). |
| <input type="checkbox"/> | <input type="checkbox"/> | Felony conviction at any time or felony charge pending court adjudication or disposition. |
-

EXHIBIT C (Continued)

CRIMINAL HISTORY ACCEPTANCE CRITERIA

Comments/Notes (attach additional pages as needed):

NCPA INTERNAL REVIEW

Review Date: _____

Approver's Name: _____

APPROVED FOR CIP UNESCORTED ACCESS

NOT APPROVED FOR CIP

UNESCORTED ACCESS
APPROVED FOR CIP ELECTRONIC ACCESS
ELECTRONIC ACCESS

NOT APPROVED FOR CIP