



July 9, 2015

TO: PROSPECTIVE BIDDERS

RESIDENTIAL REBATE PROGRAM ADMINISTRATION
SPECIFICATION NO. PS 07-15-02
ADDENDUM NO. 1

Addendum No. 1 is hereby issued to correct Attachment B and referenced in Section III.D.7 on page 7 and Section V.E on page 10 of Specification No. PS 07-15-02 to reflect the correct Standard Contractor Agreement for the Residential Rebate Program Administration.

1. The Table of Contents in the Request for Proposal, is modified to replace Attachment B with Attachment B-1, Standard AMP Contractor Agreement.
2. Recital B of Standard Contractor Agreement is modified to only read, "AMP has a need for an online marketplace for residential customers to find products that qualify for AMP's rebates and services for managing submissions, verification, processing, payment, and reporting. On July 1, 2015 AMP issued a Request for Proposal and reached out to the consultant's on AMP's bidders list, and posted the Request for Proposal on AMP's website. After a bidding period of 28 days ___ firms submitted proposals. AMP interviewed qualified firms, and selected the firm that best meets AMP's needs."
3. Recital E of Standard Contractor Agreement is modified to only read, "AMP and Contractor desire to enter into an agreement for implementation and ongoing program administration upon the terms and conditions herein."
4. Paragraph 1, Term, of Standard Contractor Agreement is modified to only read, "The term of this Agreement shall commence on the ___ day of _____ 2015, and shall terminate on the ___ day of 2017, unless terminated earlier as set forth herein. AMP shall, at its discretion, have the right to extend the term of this Agreement, in intervals of two years, by written notice to Contractor. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed eight (8) years."
5. Paragraph 2, Services to be Performed, of Standard Contractor Agreement is modified to only read, "Contractor shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference."

2000 Grand Street
P.O. Box H
Alameda, CA 94501-0263
www.alamedmap.com

Phone 510-748-3900
Fax 510-748-3975



6. Paragraph 3, Compensation to Contractor, of Standard Contractor Agreement is modified to only read, "Contractor shall be compensated for services performed pursuant to this Agreement in the not to exceed amount of _____ as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the AMP fund."

7. Paragraph 17, Notices, of Standard Contractor Agreement is modified to read, "Attention: Kelly Birdwell, Project Manager."

Please see Attachment B-1 for correct and revised Standard Contractor Agreement.

Please acknowledge receipt of Addendum No. 1 in the letter of your proposal referenced in Section III.D.1 on page 1 of specification.

If you have any questions, you may contact me at yang@alamedamp.com or (510) 814-6420.



Roger Yang
Utility Procurement Administrator

Attachment

CONTRACTOR AGREEMENT

PS 07-15-02

THIS AGREEMENT, entered into this ___ day of _____ 2015, by and between ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP"), and Click here to enter Contractor Name., Choose an item., whose address is Click here to enter Address., Click here to enter City., Click here to enter State/Zip. (hereinafter referred to as "Contractor"), is made with reference to the following:

RECITALS:

- A. AMP is a department of the City of Alameda, a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. AMP has a need for an online marketplace for residential customers to find products that qualify for AMP's rebates and services for managing submissions, verification, processing, payment, and reporting. On July 1, 2015 AMP issued a Request for Proposal and reached out to the consultant's on AMP's bidders list, and posted the Request for Proposal on AMP's website. After a bidding period of 28 days ___ firms submitted proposals. AMP interviewed qualified firms, and selected the firm that best meets AMP's needs.
- C. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- E. AMP and Contractor desire to enter into an agreement for implementation and ongoing program administration upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 2015, and shall terminate on the ___ day of 2017, unless terminated earlier as set forth herein.

AMP shall, at its discretion, have the right to extend the term of this Agreement, in intervals of two years, by written notice to Contractor. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed eight (8) years.

2. SERVICES TO BE PERFORMED:

Contractor shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the not to exceed amount of _____ as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the AMP fund.

4. TIME IS OF THE ESSENCE:

Contractor and AMP agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by AMP nor have any contractual relationship with AMP.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the City. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by AMP to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from AMP to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Contractor shall indemnify, defend, and hold AMP harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with AMP's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, an AMP employee, or a citizen by Contractor or Contractor's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractors' negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability: As to Claims for professional liability only, Contractor's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Contractor shall furnish AMP with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to AMP, City of Alameda by certified mail, Attention: Risk Manager."

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to AMP and licensed to do insurance business in the State of California.

Endorsements naming AMP, City of Alameda, its City Council, boards and commissions, officers and employees, as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence

Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Contractor in the amount of at least \$1,000,000.

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to his/her insurance for recovery. Contractor hereby grants to AMP, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or AMP with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against AMP by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, AMP shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

AMP, City of Alameda, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension

thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by AMP are not represented as being sufficient to protect Contractor. Contractor is advised to confer with Contractor's insurance broker to determine adequate coverage for Contractor.

11. CONFLICT OF INTEREST:

Contractor warrants that it is not a conflict of interest for Contractor to perform the services required by this Agreement. Contractor may be required to fill out a conflict of interest form if the services provided under this Agreement require Contractor to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of AMP. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from AMP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to AMP by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or co-tenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from AMP is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement, shall be the exclusive property of AMP. Contractor shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AMP the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AMP, and all publication rights are reserved to AMP.

B. All Reports prepared by Contractor may be used by AMP in execution or implementation of:

- (1) The original Project for which Contractor was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AMP projects as appropriate.

C. Contractor shall, at such time and in such form as AMP may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by AMP.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AMP that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of AMP or its designee's at all proper times, and gives AMP the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting

documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by AMP's preliminary examination or audit of records, and AMP's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse AMP for all reasonable costs and expenses associated with the supplemental examination our audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to AMP shall be addressed to AMP at:

Alameda Municipal Power
2000 Grand Street
Alameda CA 94501
Attention: Kelly Birdwell, Project Manager

All notices, demands, requests, or approvals from AMP to Contractor shall be addressed to Contractor at:

[Click here to enter Contractor Name.](#)
[Click here to enter Contractor Address.](#)
[Click here to enter City, State Zip Code.](#)
Attention: [Click here to enter text.](#)

18. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from AMP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AMP may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

AMP shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. COMPLIANCES:

Contractor shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by AMP.

20. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AMP to do otherwise.

22. WAIVER:

A waiver by AMP of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT:

This Agreement and the corresponding Confidentiality Agreement being signed on same date, represent the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AMP and Contractor.

24. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

ATTACHMENT B-1

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Click here to enter Contractor Name.
Click here to enter Company Type.

ALAMEDA MUNICIPAL POWER, a
Department of the City of Alameda
A Municipal Corporation

By _____

By _____

Glenn O. Steiger
General Manager

(Please print or type name)

RECOMMENDED FOR APPROVAL:

Title _____
(If Corporation: President or Vice President)

By _____

Title _____

By _____

APPROVED AS TO FORM:
City Attorney

(Please print or type name)

By _____

Andrico Q. Penick
Assistant City Attorney

Title _____
(If Corporation: Secretary or Treasurer)