

**CITY OF ALAMEDA
ALAMEDA MUNICIPAL POWER**

Specification No: PS 08-14-01

REQUEST FOR PROPOSAL

FOR

RESIDENTIAL LED PROMOTION PROJECT

Prepared By: Kelly Birdwell, Utility Energy Analyst

Approved By: Rebecca Irwin, Assistant General Manager Customer Resources



A handwritten signature in black ink, appearing to read "Rebecca", is written over a horizontal dashed line.

(Signature)

8-7-2014

Date



A Department of the City of Alameda

REQUEST FOR PROPOSAL PS 08-18-01 RESIDENTIAL LED PROMOTION

Make all inquiries and send all questions to:

Kelly Birdwell

Telephone: 510-814-6415

Birdwell@alamedamp.com

Proposal Submission Deadline:

September 8, 2014 – 3:00 PM PT

Alameda Municipal Power

2000 Grand Street

Alameda, CA 94501

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1.0 RFP Purpose

The purpose of this RFP is to obtain a contractor to purchase and distribute one or two LED light bulb(s) to every residential household in Alameda (the entire AMP service territory), approximately 30,000 service addresses.

AMP will award the contract for either Option 1, one lamp per residential service address, or Option 2, two lamps per residential service address. AMP encourages vendors to supply a bid for Option 1 and Option 2, but vendors may submit a proposal for either Option 1 or Option 2. AMP will, at its discretion, select Option 1 or Option 2.

AMP seeks to procure these products and services from a qualified vendor who will implement and manage the solution, and any required subcontractors on behalf of AMP. The selected contractor will distribute LEDs prior to February 1, 2015. Project planning to commence with contract signing and there is potential for post-distribution support services to be offered through March 2015.

Note: Throughout this document, the terms vendor, contractor and supplier are used interchangeably.

2.0 Utility Background

Alameda Municipal Power, a department of the City of Alameda, is a municipal utility that provides safe, cost-effective, reliable and environmentally responsible, electric-energy services since its founding in 1887. AMP is a member of the Northern California Power Agency (NCPA), a joint-powers agency composed of AMP and 16 other Northern California public entities. AMP is the oldest municipal utility in California and is among the oldest in the nation, either public or private. AMP employs approximately 90 employees.

AMP is governed by a Public Utilities Board (Board). In accordance with the City Charter, the Board is composed of four commissioners and the city manager. The Board establishes goals and policies, approves major purchases, and creates the framework for local control of AMP. AMP's current supply mix provides customers with energy that exceeds California's requirements for clean energy, which includes geothermal, wind, large and small hydro, and landfill gas generation. NCPA, through the direction of AMP, manages AMP's power resources and AMP serves as the distribution agent.

AMP is a full-service electric utility that provides electricity to all residential, commercial, and industrial customers within the City of Alameda. AMP is a winter-peaking utility with an average residential bill of \$54. AMP's average residential customer usage is about 400 kWh per month and over 50 percent of AMP's residential customer base is renters.

As a city department, AMP is a nonprofit organization and exists solely for the benefit of its customers. AMP takes pride in its reliability, renewable power portfolio and customer-centric focus.

Additional information about AMP can be found at www.alamedamp.com.

3.0 Project Objectives

The residential LED promotion is intended to fulfill several objectives:

- Reduce AMP’s peak load; winter, early evening
- Reduce Alameda’s overall greenhouse gas emissions
- Increase residential customer awareness of AMP’s energy efficiency programs
- Promote AMP’s brand to residential customers
- Encourage customers to reduce their energy use through energy efficiency measures, such as the use of efficient lighting
- Educate customers about LED lighting

4.0 Current Environment

AMP’s current environment is summarized, roughly, as follows:

Area	10.8 Square Miles
Population	75,500
Number of residential service addresses	31,500
Approx. detached single family homes	13,375
Approx. multi-family homes	18,020
Approx. other homes (mobile, boat)	105
Customer Information System	Harris Northstar

See <http://goo.gl/5C06H3> for census data on housing.

5.0 Timeline and Due Dates

The procurement timeline is as follows:

RFP Issued:	8/8/2014
Vendor RFP Questions (if any) will be answered up to or before :	8/15/2014 No later than 3:00 PM (PT)
Proposals Due	9/8/2014 No later than 3:00 PM (PT)
Vendor Presentations/Demonstrations (if requested)	If requested by AMP
Vendor Selection and Contract Preparation	September 2014
Contract Awarded	Q3/Q4 2014
Work Commences	Q3/Q4 2014

NOTE: Dates and times are subject to change by AMP.

6.0 RFP Questions

All questions concerning this RFP should be submitted by email to Ken Javorsky at Javorsky@alamedamp.com and Kelly Birdwell at birdwell@alamedamp.com. Other utility personnel are not authorized to discuss or answer questions about this RFP with responders. Contact regarding this RFP with any AMP personnel other than the two listed above could result in disqualification. All questions regarding this RFP must be received by the date and time indicated in Section 5.0 Timeline and Due Dates.

7.0 Term of Contract

The term of the contract shall extend from the date of execution by AMP for the duration of the project, including a minimum of 60 days of post-delivery customer service, unless terminated earlier as set forth in Attachment A – Professional Services Agreement.

8.0 Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. It is the desire of AMP to supply high-quality LEDs to our residents in a cost-efficient, timely and fair manner; therefore experience with deploying similar solutions is a critical criterion to determining whether a proposal is considered to be responsive by AMP. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal, at the sole discretion of AMP. AMP shall have full discretion to determine whether a bid is responsive.

9.0 Administrative Requirements

Proposals shall include the following required elements, described as administrative requirements.

9.1 Cover Letter

The cover letter must be signed by an individual with the authority to bind the contractor and include the name, title, address, phone number and email for that individual. In the letter, the contractor must acknowledge the receipt of any RFP amendments issued by AMP. Contractor must also commit to the success of the project and to being the single point of responsibility even if subcontractors are to be used. If subcontractors are to be used, Contractor must name the subcontractors and identify the work to be done/completed by each subcontractor.

9.2 Executive Summary

Contractor must include an executive summary (five pages or less) that describes (at a high level) the proposed solution, how the solution will be implemented, who (company and staff) will complete the work and the time necessary for the Contractors proposed work.

9.3 Contractor Background

Describe the Contractor's business and background, including the size, location, capacity, type of firm, and year established. Describe the Contractor's structure, including a description of management and staff responsible for this project.

9.4 Contractor Financial Statement

Include one to three years of Contractor financial statements that provide a third-party audited overview of income, assets, and cash flow.

9.5 Conflict of Interest

1. Identify if the Contractor has any business relationships with a member of the City Council, any other City commissions or boards, Public Utilities Board, City staff, or AMP staff
2. Identify if the Contractor principal or owner is related to any member of the City Council, any other City commissions, Public Utilities Board, City staff, or AMP staff

If the Contractor answers yes to (1) or (2), please list the name of the person and the relationship. AMP reserves the right to request additional information to determine whether a conflict exists.

9.6 Contractor Experience

Describe the contractors experience as follows:

- Describe the Contractor's experience implementing and operating at least three solutions of similar size and complexity to AMP's. Experience may be with CFLs, or other energy efficiency measures, instead of LEDs.
- Provide at least three client references (contact name, title, company name, address, phone and email) for solutions of similar scope and complexity as described in this RFP. For each reference, describe the work performed.

9.7 Proposed Project Team

Describe the proposed project team and their qualifications as follows:

- Provide an overview of the project manager's experience
- Describe each team member's proposed responsibilities

9.8 Subcontractors

AMP intends to enter into a relationship with a single responsible (Prime) contractor to deliver the required products and services. The Prime may retain and employ subcontractors, such as a lamp supplier, printer, packager, or shipper, as necessary in order to meet the requirements of the LED promotion. Proposals shall include the identification of all subcontractors with an explanation of the products and/or services to be provided.

9.9 Project Management

The Contractor must provide project management support sufficient to implement the Residential LED Promotion project. AMP expects the Contractor's proposed Project Manager to lead the development of the following project deliverables, additional project requirements, and project schedule:

Project Deliverables

Technical requirements for all deliverables are detailed in Section 10.

1. Pre-LED delivery postcard to all residential AMP service addresses, including an opportunity for residents to opt-out of the LED promotion.
 - a. Pre-delivery postcard is optional. AMP may elect to bypass this deliverable. Pricing is required with and without this component, as shown in Section 11.0
2. LED product

3. Packaging: exterior
4. Packaging: interior sleeve over existing manufacturer's package
5. Packaging: Vendor to add the AMP logo to the product package, may be a decal
6. Delivery: Lamp delivery to residential customer service addresses within a two-week time period to avoid customer confusion about delayed product delivery
7. Post-delivery product support from vendor
 - a. Non-delivery
 - b. Broken product
 - c. Product questions
 - d. Product return
 - e. How AMP should return broken product that is turned into our service center
8. Post-project report
 - a. Project summary
 - b. Total lamp count delivered
 - c. Number of opt-outs, if applicable
 - d. Detailed and summarized report of customer issues
 - e. Lessons learned
9. Regardless of post-delivery product support from vendor, AMP to purchase additional lamps to have onsite for customers, quantity based on vendor's previous experience

Additional Project Requirements

Vendor's solution must address the following additional project needs:

1. Vendor's method for handling pre-delivery postcard responses :
 - a. Return to sender
 - b. Address unavailable
 - c. Customer opt-out of the promotion
2. AMP to design, based on specs from vendor, and vendor to print/produce:
 - a. Pre-delivery postcard, if selected
 - b. Interior sleeve over existing manufacturer's package
 - c. AMP logo added to product package
3. How vendor will manage customer issues :
 - a. Non-delivery
 - b. Broken product
 - c. Product questions
 - d. Product return
4. Shipping or delivery schedule
5. Delivery requirement: if Option 2, two lamps, is selected, vendor to ship/deliver the two LEDs as a single package
6. Describe how lamp(s) will be delivered to apartment and condominium mailboxes, door mail slots, and other small mailboxes. Please describe Vendor's past experience in managing this situation.

Project Schedule

Proposed project schedule to include approximate timeline, starting at Day 0, to include the following dates:

- Product demonstration/samples available to AMP
- When AMP will be supplied with size and art specifications, and when artwork is needed for:

- Postcard (if selected)
- Lamp box sleeve
- AMP logo sticker
- Pre-promotion postcard delivery, if included
 - How the pre-promotion delivery impacts the project schedule, i.e. – waiting for return-to-sender and opt-out responses
- Product delivery to customers (beginning of <two week delivery window)
- Post-delivery service schedule, minimum of two months, of service for broken, missing, or other lamp issues

These requirements are stated as envisioned by AMP. Applicant vendors are able to recommend alternatives to these deliverables and requirements, provided those alternatives meet Section 10.0 Technical Requirements.

9.10 Confidentiality

AMP will disclose certain relevant, confidential and proprietary information. Each Contractor will be required to sign Attachment B – Confidentiality Agreement and submit it with their RFP response.

Notice Related to Proprietary/Confidential Data

The Contractor is advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Contractor shall clearly identify any information within its submission that it intends to ask AMP to withhold as exempt under the Act. Any information contained in a Contractor's submission which the Contractor believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Contractor's response to this RFP. A failure to identify information contained in a Contractor's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Contractor's right to object to the release of such information upon request under the Act. AMP favors full and open disclosure of all such records. AMP will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

10.0 Technical Requirements

Vendor’s submission, product and proposed services must meet, at a minimum, the following technical specifications:

1.

Lamp Specifications	Required information
1.1 Energy Star labeled	Date of Energy Star label
1.2 800 lumen brightness	Lighting Facts label
1.3 Color temperature “warm”	Lighting Facts label
1.4 Dimmable	Specify known restrictions to dimming capabilities
1.5 Lamp use restrictions	As stated in product specifications
1.6 Lamp is available for retail purchase	List of local retail outlets where consumers can purchase the same product
1.7 Warranty – because the lamp is Energy Star, it is understood that there is a standard manufacturer’s warranty associated with the product.	Warranty information, including duration, contact information for manufacturer and a description of how warranty claims are handled.

2.

Distribution and Packaging	Required information
2.1 Expected breakage rate <1%	Data from similar project
2.2 Expected package dimensions	Measurements
2.3 Majority of packaging is made from materials that are easily composted or recycled using Alameda’s standard residential waste program	Packaging materials list
2.4 Exterior package is designed by vendor, includes AMP logo. Does not state that an LED is inside.	Sample (can be mock-up image)
2.5 If exterior package is a bag	Bag must be reusable
2.6 Interior sleeve over LED box, customizable with AMP’s messaging. Interior sleeve fits snugly around the original lamp packaging, allows lamp to be opened while the sleeve remains on the package. Sleeve may be open at both the top and bottom of the lamp box. For two LEDs, sleeve can cover both lamps individually, or together, at discretion of vendor.	Sample (can be mock-up image)
2.7 AMP logo sticker with short “LED courtesy of AMP” type of message on actual product package (or printed on product package).	Sample image of where AMP’s logo sticker can be placed on package
2.8 AMP to provide addresses to vendor	Vendor will accept CSV or Excel file of addresses in format provided by AMP

3. Optional pre-shipment postcard

Pre-shipment postcard	Required information
3.1 Postcard artwork designed by AMP, opt-out information provided by vendor	
3.2 Vendor manages web or phone option for customer to opt-out of program, does not ship product to opt-out customers	Opt-out management flowchart
3.3 Vendor manages "Return to Sender" postcards, shares information with AMP, does not ship product to these addresses	Return to Sender management flowchart

4. Post-shipment product support

Post-product delivery support	Required information
4.1 Customer contact point(s)	Description of phone, web, online chat, etc., support available and a list of topics covered by support staff.
4.2 Vendor is able to ship out new product to a customer with a defective/broken/missing product via customer support services	New product ship flowchart, including any charges incurred by AMP or customer for product shipping
4.3 Customer is able to return broken/defective product to vendor	Product return flowchart, including any charges incurred by AMP or customer for return shipping
4.4 AMP is able to return broken/defective product to vendor	Product return flowchart, including any charges incurred by AMP for return shipping
4.5 Customer support duration window is a minimum of 60 days after lamps are delivered	Proposed duration of support
4.6 Manufacturer's warranty is valid	Description of how manufacturer's lamp warranty will play a role in the vendor's post-product delivery support

11.0 Pricing

Vendor to complete pricing tables for Items 1 and 2, including all options and any additional costs not listed.

Project component	Option 1: One lamp Price	Option 2: Two lamps Price
Lamp		
Sleeve around product package		
AMP logo decal on product package		
Exterior packaging		
Shipping/Delivery		
Management of broken, missing product		
Other costs, itemized		
Taxes		
Total Bid Cost (inclusive of taxes)		
Extra lamps needed for customer issues, per cost unit (vendor to recommend quantity)		
Optional: Pre-product ship postcard, including management of returned postcards and opt-outs		

12.0 Contract Terms and Conditions

AMP reserves the right to amend or cancel this RFP at any time if the best interest of the utility requires such action.

AMP reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal if deemed in the best interest of AMP.

AMP assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save and hold AMP and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a service provider and any action brought by an unsuccessful prospective service provider.

A copy of AMP's standard Professional Services Agreement is included in the RFP as Attachment A. AMP may reject proposals that contain exceptions to the terms and conditions included in this RFP and/or Professional Services Agreement. Proposers are required to identify any exceptions or objections to the terms and conditions included in this RFP and/or Professional Services Agreement as a part of the proposal submission.

13.0 Proposal Response Format

Contractor proposals should be organized into the following sections:

- A. Table of Contents
- B. Cover Letter
- C. Executive Summary
- D. Response to Administrative Requirements
 - a. Vendors must respond to each of the requirements listed in the Administrative Requirements section.
- E. Complete the Pricing Table in Section 11.0

14.0 Proposal Submission Instructions

Vendors must submit four (4) hardcopies. On the box, Vendors must state “Proposals for Residential LED Promotion.” The hardcopies must be delivered to: Jackie Tompkins, Support Services, 2000 Grand Street, Alameda, CA 94501. Proposals must be submitted according to the specified deadlines and format provided in this RFP.

15.0 Proposal Review and Vendor Selection

AMP reserves the right to award an agreement to the Responder whose proposal most closely satisfies AMP’s needs and is deemed to be most advantageous to AMP. Selection is based on the following criteria:

1. Lamp characteristics with respect to technical requirements
2. Vendor’s past project history
3. Plan that allows for delivery prior to targeted deadline
4. Distribution plan
5. Feedback from references
6. Project cost
7. Service and pricing of post-delivery support
8. Packaging plan
9. Project team experience
10. Service and pricing of optional postcard

AMP reserves the right to accept or reject any proposal. AMP also reserves the right to waive any minor informality or irregularity in any proposal.

16.0 Oral Presentations/Demonstrations

Proposers may be required to deliver an oral presentation/demonstration (see notification and delivery dates in the Procurement Timeline section). If requested, Proposers will deliver their presentation/demonstration before a panel comprising members of AMP’s selection committee.

17.0 Notification of Award

Responders will be notified whether they are selected to provide the expertise and services requested within this RFP. Awards are contingent on available funding and the Contractor’s successful execution of a contract agreement within the specified timeframe.

PROPOSAL

TO THE PUBLIC UTILITIES BOARD OF THE CITY OF ALAMEDA:

The undersigned declares that they have carefully examined Specification No: PS 08-14-01, and all its provisions, which has been issued by Alameda Municipal Power and which was filed with the Secretary of the Public Utilities Board On _____ 2014, for **RESIDENTIAL LED PROMOTION**.

Further, the undersigned declares and hereby agrees to perform these services to Alameda Municipal Power strictly in accordance with the terms and conditions of said Specification and provisions at the fixed price shown below.

The Bidder is [], is not [], qualified for the "Alameda Bidder's Preference: (see Section GC-15).

BID OPENING DATE: September 8, 2014 at 3:00 p.m.

BID SUMMARY

- 1. Total Base Bid \$ _____
- 2. Sales Tax (9.0%) \$ _____
- 3. Total Bid Price \$ _____

Number of calendar days to complete project: _____

Note: Bidder is required to submit this Proposal form, the Bidder's Guaranty, all required Exhibits, and all other submittals required by the Specification.

Other documentation may be submitted as deemed fitting and appropriate.

The undersigned agrees to execute the contract required in the said Specifications and Provisions and further agrees that in case of failure to execute said contract with the necessary insurance documents, within fourteen (14) calendar days, after receiving notice that the contract has been awarded and is ready for signature. The signature below certifies that the information given on this document is true and correct under penalty of perjury (Section 7028.15 California Business and Professionals Code).

Signature of Bidder: _____ Date: _____

Bidder's Name: _____
(please print or type)

Name of Business: _____

Business Address: _____

Contractor's License No. _____ Expiration Date: _____

Federal ID Employer Number or Social Security Number: _____

Phone Number: (___) _____ Fax Number: (___) _____

E-Mail Address: _____

Incorporated under the laws of the State of: _____

Officers or Partners:

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If bidder is:
 - a) An individual doing business under his/her own name, sign his/her name only.
 - b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Co."
 - c) A co-partnership, sign: Example, "Blank Co., by John Doe, co-partner."
 - d) A corporation, sign: Example, "Blank Co., by John Doe, President" (or other officer or agent duly authorized). If by agent, furnish written evidence of authority.
3. If a firm or co-partnership, give the names and addresses of all individual co-partners composing the firm.
4. If a corporation, state legal name of corporation, also names and addresses of president, secretary and treasurer.
5. If corporation is bidder, affix seal of corporation.
6. Write plainly on the envelope "Proposal for Furnishing . . . (name of product). . ."

Attachment A – AMP Sample Services Agreement

PROFESSIONAL SERVICES AGREEMENT

PS 08-14-01

THIS AGREEMENT, entered into this ___ day of ___ 2014, by and between ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP"), and, _____ a (California Corporation, partnership, sole proprietorship, individual, non-profit organization) whose address is _____ (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. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. 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.

D. AMP and Contractor desire to enter into an agreement for _____ 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 _____ 2014, and shall terminate on the ___ day of _____ 2014, unless terminated earlier as set forth herein.

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 amount not to exceed _____ (\$) as set forth in Exhibit "B" 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:**

AMP and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. 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 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 (AClaims@), 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 Indemnites which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnites from Claims arising from the sole or active negligence or willful misconduct of Indemnites.

Indemnification For Claims for Professional Liability: As to Claims for professional liability only, Contractor's obligation to defend Indemnites (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 designees 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 or 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: _____, Project Manager

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

Attention: _____

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 Agreement Confidentiality Statement dated the same date(s) this Agreement, represents 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.

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

(NAME OF COMPANY)
(type of company)

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

By _____
(Signature)

By: _____
Glenn Steiger
General Manager

(Please print or type)

Title: _____
[If Corporation: Chairman , President, or Vice President]

RECOMMENDED FOR APPROVAL

By _____
(Signature)

By: _____

(Please print or type)

Title _____

Title _____
[If Corporation: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer]

APPROVED AS TO FORM:
City Attorney

By _____

Title _____

AGREEMENT CONFIDENTIALITY STATEMENT

THIS AGREEMENT, dated this ___ day of _____ by and between _____, whose place of business is located at _____ ("Consultant"), and ALAMEDA MUNICIPAL POWER, a department of the City of Alameda, a municipal corporation ("Alameda MP").

CONTRACT NUMBER: PS 08-14-01
DESCRIPTION OF WORK ("THE CONTRACT")

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Consultant and Alameda MP agree as follows:

Alameda MP proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Consultant. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Alameda MP the confidentiality of which has not been waived by AMP and which may lawfully be maintained in confidence by a public agency. Nothing herein shall require Alameda MP to disclose any of its information.

Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Alameda MP and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for performance of the Contract, and shall disclose Confidential Information only to those of its officers, directors, or employees with a specific need to know a particular item of Confidential Information. Consultant will not disclose, publish or otherwise reveal any of the Confidential Information received from Alameda MP to any other person whatsoever except with the specific prior written authorization of Alameda MP.

The confidentiality obligations of Consultant herein shall survive the completion, expiration or termination of the Contract. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Consultant, nor by the rejection of any agreement between Alameda MP and Consultant, by a trustee of Consultant in bankruptcy, or by the Consultant as a debtor-in-possession or the equivalent of any of the foregoing under any applicable law.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products. Consultant may not assign this Agreement or any interest herein without Alameda MP's express prior written consent and any attempt to do so without such written consent shall be null and void and confer no right on any third party.

This Agreement supersedes any inconsistency in any prior understandings or agreements between the parties on the subject matter hereof. This Agreement may only be modified by a further writing that is duly executed by both parties.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and

effect as if such invalid or unenforceable term had never been included. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

Alameda MP:

The City of Alameda, a municipal corporation, acting by and through ALAMEDA MUNICIPAL POWER, a department of the City

By: _____
General Manager

Approved as to form by City Attorney:

Dated: _____

CONSULTANT:

[Consultant's name]

By: _____
[Signature]

[Please print name here]

Title: _____
[If Corporation: President, or Vice President]

By: _____
[Signature]

[Please print name here]

Title: _____
[If Corporation: Secretary or Treasurer]

Recommended By: _____
[Signature]

[Please print name here]

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.