



A Department of the City of Alameda

REQUEST FOR PROPOSALS

Specification No. PS 07-15-01

Nonresidential Energy Efficiency Services

July 2015

***Proposal Submission Deadline:
Wednesday July 29, 2015 - 3:00 PM PT***

Make all inquiries and send all questions to:
Roger Yang, Utility Procurement Administrator
2000 Grand Street, Alameda, CA 94501
Telephone: 510-814-6420
E-mail: yang@alamedamp.com

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I. Introduction

Alameda Municipal Power (AMP) is requesting proposals for on-call nonresidential energy efficiency services from qualified consultants. AMP intends to issue a one-year term contract for these services, to be used as the need arises. The contracts will have the option to renew for one additional year. This document outlines the requirements and minimum qualifications, selection process, and documentation necessary to submit a Proposal.

A. Background

AMP, 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 \$57. 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.

B. Purpose of the Request

AMP offers rebates to help businesses to become more energy efficient: <http://www.alamedamp.com/business/rebates-and-incentives-biz>. The projects must utilize new, energy-efficient equipment. All projects must have a pre-installation and post-installation inspection by AMP. AMP's Customer Resources Division has oversight of AMP's energy efficiency programs, as well as customer service, communications, key accounts, low income programs, and the AMP website.

In a typical year there are ten or more non-lighting audits varying in occupancy type and in building size from 4,000 square feet to over 40,000 square feet. Technical support varies in scope from facility energy audits, third party verification of measures to technical guidance in equipment performance specifications and the operations of building management systems. AMP expects an increase in this type of work due to our progress installing advanced electric meters

and efforts at increasing customer participation in the Energy Star Portfolio Manager. Advanced meters are now in use at all A2 and A3 customers.

The following is a list of AMP’s nonresidential rate classes (excluding lighting-only accounts) and the number of customers in each class.

Rate Schedule	Description	No. of Customers
A1	Small commercial, not demand metered	3,430
A2	Medium commercial, demand metered	262
A3	Large commercial, larger than 500 kW	8
Combustion Turbine	Combustion turbines	2
MU1	Municipal facilities and public schools	318
MU3	AMP facilities	19

II. Scope of Services

Attachment A is the Scope of Services listing major work tasks that may be requested. AMP’s usage of the consultant’s services is on an as-needed basis so that if the demand is not there, then the services will not be requested. For each service request, the consultant and AMP will agree upon the specific scope of work and cost for that project. Services for each contract will be provided on a negotiated fee basis, per work request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with a not-to-exceed limit budget of \$50,000 for the initial one-year term contract.

III. Proposal Format

A. RFP Manager

All Proposers are prohibited from contacting AMP officials, consultants or staff regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the Utility Procurement Administrator. Failure to comply with this provision could result in the rejection of a proposal. All questions and correspondence regarding the proposal documents and proposal should be directed in writing referencing “SPECIFICATION PS 07-15-01” to:

Alameda Municipal Power
 2000 Grand Street
 Alameda, CA 94501
 Attention: Roger Yang, Utility Procurement Administrator
 Phone: 510-814-6420
 E-Mail: yang@alamedamp.com

Pre-proposal questions will be accepted via email no later than 3:00 p.m. on Monday, July 13, 2015. All questions received will be answered electronically via email to all participating Proposers. All Proposers interested in submitting a proposal must email their intention by July

13, 2015, to guarantee receipt of AMP’s answers to all pre-proposal questions. Proposers must also acknowledge receipt of pre-proposal clarifications in their proposal.

B. Timetable

Responses to this Request for Proposal (RFP) with sealed proposals are due and must be received in the AMP Office, 2000 Grand Street, Alameda, CA 94501, no later than 3:00 p.m., Pacific Time, on Wednesday, July 29, 2015. No proposals shall be accepted after that time. AMP assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Hand delivery before the deadline is recommended. **Proposals received after the time and date listed above shall be returned to the proposer unopened.**

The following schedule has been established for this RFP:

RFP Release Date	Wednesday, July 1, 2015
Proposers Submittal of Interest/Pre-Proposal Questions Due	Monday, July 13, 2015
Proposals Due	Wednesday, July 29, 2015
Interviews Scheduled	Week of August 10, 2015
Consultant Selected	Wednesday, August 19, 2015
Final Contract Negotiations	Wednesday, August 26, 2015
Projected Contract Start Date	Wednesday, September 16, 2015

C. Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the “Proposal Content Guidelines” section. The complete proposal shall be submitted by the due date in a sealed envelope marked “PROPOSAL FOR SPECIFICATION PS 07-15-01”. A total of two (2) complete double-sided copies on paper containing a minimum of 20% post-consumer recycled content and one (1) electronic copy of the proposal,. Proposals must be submitted in a sealed envelope, which details the business name, business address and contact person of the respondent. Responses must be addressed to the attention of Roger Yang, Utility Procurement Administrator.

D. Proposal Content Guidelines

Proposals must be submitted with all documents required by this Request for Proposal. Proposals not submitted with all the required information may be considered incomplete and rejected by AMP. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative proposals, incomplete proposals, erasures, or irregularities of any kind. Any statement or qualification in proposal form, or attached to, or included therewith, serving to qualify proposal, or containing conflicting statements, or otherwise rendering proposal ambiguous or uncertain, will disqualify the proposal. The right is reserved to reject any or all proposals.

1. Introduction

Proposals should include the following:

- a) A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s) including and resumes of the principals involved.
- b) Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- c) Signature by an individual authorized by the firm or partnership to bind the firm or partnership to the proposal.

2. Project Team

- a) Prime consultant(s): Name of entity submitting the proposal, its mailing address, telephone number, facsimile number, email address, the name of contact individual as well as the signature of principal/owner/officer in case of joint venture or other. Describe business and background, including the size, location, capacity, type of firm, and year established.
- b) If applicable, sub-consultants (including licensed architect, electrical engineer and/or other engineer(s), qualified cost estimator, environmental consultants, etc.): List sub-consultants with individual addresses, telephone numbers, facsimile numbers, email addresses, and areas of expertise.
- c) Briefly describe the project responsibility of each team member. Identify which consultants or sub-consultants are Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), and/or locally owned business.

3. Project Personnel

Description of organization, management, and team members. Provide a description of team/consultant organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by AMP. Description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

The lead auditor must be a licensed Professional Engineer with at least three years' experience doing energy audits.

4. Major Projects List

Provide a list of similar projects both on-going and planned, to which the project team is committed. Include the following information about each project:

- a) project name and location
- b) project type
- c) brief project description
- d) description of how the consultant worked to incorporate the interests of the client, community groups and other stakeholders
- e) project time frame
- f) consultant's work scope
- g) consultant's fee
- h) staff who worked on the project and their respective roles
- i) client information, including contact person's name, address, and telephone number.

5. References, Related Experience and Examples of Work

Describe experience in providing comprehensive design, engineering, and project management services for projects of the size and scope similar to this project.

Provide at least three client references (contact name, title, company name, address, phone number, and e-mail address) for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

6. Additional Documents Required

In addition to the information required in the previous section, the response must include the following:

- a) A statement that the firm is financially sound and has financial resources sufficient to successfully execute the contract.
- b) Provide the number of audits performed and types of nonresidential facilities.
- c) Describe any experience performing energy audits of ships.
- d) List the names of electric utilities, particularly small utilities in which you provided similar services.
- e) Provide an example of performing measurement and verification of energy savings measures.
- f) Provide an example of evaluating new energy efficiency technologies and associated design in terms of reliability, feasibility, benefits, and costs.
- g) Describe knowledge of California state policies affecting energy efficiency such as the 2013 Title 24 CA Building Energy Efficiency Standards, 2014 Title 20 Appliance Efficiency Regulations, and the California Clean Energy Jobs Act (Proposition 39).
- h) Describe experience with the Environmental Protection Agency's Energy Star Portfolio Manager.

7. Fee Schedule

Proposers should submit the hourly rates of their staff that will be included under this contract. In addition, please provide the following:

- a) Based on the best interests of the end-use electric customer and only the non-lighting building and electric measures, assuming AMP provided customer energy use data, provide the estimated total cost with estimated hours and hourly billable rate to perform an ASHRAE Level 1 audit of the following facilities:
 - 1) Restaurant – 5,000 square feet, rooftop units – gas heat, electric cooling, kitchen ventilation system, refrigeration, gas cooking, and no building energy management system.
 - 2) Biotech facility – 30,000 square feet, of which 15,000 square feet is a lab with a hood system and some refrigeration units, 15,000 square feet is an office area, central chiller and boiler, and poorly maintained building management system. The hood system is on one circuit and data loggers need to be used to determine energy efficiency measures for the system.

- b) Provide the estimated total cost with estimated hours and hourly billable rate to evaluate energy efficiency savings - cost and benefits - of a variable frequency drive on a 20 horse power supply fan for an office building.

8. Contract

Comments and exceptions, if any, to AMP's standard contractor agreement, insurance requirements, and confidentiality agreement should be noted. It is understood that prospective consultants have reviewed the agreements (Attachments B and C) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard contractor agreement, these issues are to be discussed at the time of the interview.

IV. Selection Process

A. Qualifications

All proposals received by the due date will be evaluated by AMP. Only information which is received in response the RFP and input from references will be evaluated. AMP will judge responses of each proposing firm in several critical areas.

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the AMP selection panel shall select up to three consultant teams to interview.
2. At the interview, the selection panel will expect the consultant team to present its team members and their qualifications. The project manager must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team.

AMP will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. AMP reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. AMP reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

AMP retains sole discretion to evaluate proposals and make an award to the Proposer that AMP deems to have the most responsive proposal. AMP reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of AMP shall be submitted to the Public Utilities Board for award of contract. Upon the approval of the Public Utilities Board, AMP will issue the Notice of Award and deliver the signed contract to the awarded Proposer.

B. Selection Criteria

AMP will select the most qualified proposal based on the following factors.

1. Ability of the Firm to Carry Out and Manage the Proposed Project. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to be responsive to AMP's need for an on-call consultant, the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
2. Capabilities of the Consultant Team Members. Assessment of the capabilities of the individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.
3. Proximity to the Project Involved for the Proposer and/or Team. The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.
4. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Attachments B and C. Proposals will be rated based on the exceptions taken to the proposed contract.
5. Billing Rate Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates throughout the first year of the contract, from October 1, 2015 through September 30, 2016. If the contract is extended to an additional year, AMP will consider renegotiation of the billing rates.

V. Conditions of Request

A. General Conditions

AMP reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, AMP makes no representations that any agreement will be awarded to any organization submitting a proposal. AMP reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

AMP also reserves the right to reject any sub-consultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

B. Limitations

All reports and pertinent data or materials shall be the sole property of the AMP, and may not be used or reproduced in any form without the explicit written permission of AMP.

AMP reserves the right to extend the time allotted for the proposal, to verbally examine the Proposer in person, request copies of previous work prepared by the consultant, and to request a best and final offer, should AMP deem that it is in its best interests to do so.

This RFP does not commit AMP to award a contract, or to pay any costs incurred in the preparation of the proposal. AMP reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this request in part or in its entirety. AMP may require the selected consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. AMP reserves the right to negotiate all final terms and conditions of any contract entered into.

C. Liability of Costs and Responsibility

AMP shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. Proposers are liable for all errors and omissions contained in their proposals. The person or organization responding to the request shall hold AMP harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of AMP.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

D. Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing July 29, 2015, during which time AMP may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

E. Standard Contractor Agreement

A sample contractor agreement has been provided in Attachments B and C for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the standard contractor agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for AMP disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise,

AMP will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. AMP will consider such exceptions as part of the evaluation process which may constitute the sole grounds for rejection of the proposal. The contractor agreement will not be executed by AMP without first being signed by the proposer.

F. Permits and Licenses

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

G. Oral and Written Explanations

AMP shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized AMP official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

H. Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

I. Deliverables

Deliverables depend upon the task assigned. In general, 2 copies of administrative draft reports are required upon completion of each task. Following approval by the staff, 3 copies of each final report are required.

One unbound copy of each final document and an electronic file containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics.

J. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample contractor agreement.

**SCOPE OF SERVICES
FOR
ENERGY EFFICIENCY SERVICES FOR NON-RESIDENTIAL CUSTOMERS**

All services performed by the contractor or any sub-contractor shall be provided in a manner consistent with the level of care and skill exercised by members of the contractor's or the respective sub-contractors profession. The specific types of services to be provided include the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Based upon the best interests of the customer, perform ASHRAE Level 1 non-lighting audits and associated technical support for non-residential customers. The audits may include site visits to the customers, interviews with customers, equipment specification, energy and economic analysis, and a summary report. The summary report will include findings and energy efficiency recommendations. The summary report will not include equipment specification or drawings.
3. Technical support such as:
 - a. Third party measurement and verification of energy savings measures. This may include the use of data loggers and associated measurement equipment.
 - b. For non-lighting measures complete customized energy efficiency savings and cost effectiveness calculations; and provide all supporting documentation. This includes, but is not limited to, heating, ventilation, and air-conditioning equipment; refrigeration systems, and building management systems.
 - c. Provide recommendations and technical requirements for energy efficiency measures including building management systems
 - d. As requested by AMP, evaluate new energy efficiency technologies and associated designs in terms of reliability, feasibility, benefits, and costs to AMP and AMP nonresidential customers.

Tasks performed by the contractor under this contract will be on a project by project basis. AMP will provide contractor with a scope of work for a project, customer contact information, and energy use data as appropriate. Based upon this information the contractor will provide to AMP a not to exceed cost estimate of the project. AMP will send an email to the contractor regarding approval of the project and a request to proceed with the project. All work under this contract will be billed monthly on a time and materials basis.

CONTRACTOR AGREEMENT

PS 07-15-01

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 Non-Residential Energy Efficiency Services. 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 on-call service for nonresidential energy efficiency services 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 30 day of September, 2016, unless terminated earlier as set forth herein.

This agreement may be mutually amended on a year-by-year basis, for up to one (1) additional year, based on satisfactory performance of all aspects of this contract.

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. The Contractor acknowledges that the scope of work included in Exhibit “A” is tentative and does not commit AMP to request the Contractor to perform tasks included therein.

3. COMPENSATION TO CONTRACTOR:

ATTACHMENT B

Contractor shall be compensated for services performed pursuant to this Agreement in the amount 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.

Payment will be made by AMP in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved in writing by AMP prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for identified work scope is not to exceed amount of \$50,000.00.

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: Meredith Owens, 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

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)

CONFIDENTIALITY AGREEMENT

Name of Contractor: [Click here to enter text.](#)

Commencement Date: [Click here to enter text.](#)

Expiration Date: September 30, 2016

Reason Alameda Municipal Power (AMP) is providing Confidential Information to Contractor:

- Exclusive Negotiations before Contract
- Pursuant to existing Contract (attached): PS 07-15-01
- Other (Please explain): [Click here to enter text.](#)

Contractor and Alameda Municipal Power agree as follows:

A. This Agreement shall start on the Commencement Date and shall expire on the Expiration Date unless earlier terminated or extended in writing by AMP in its sole and absolute discretion.

B. AMP proposes to disclose certain of its confidential and proprietary information (the "**Confidential Information**") to Contractor. 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 Contractor by AMP 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 AMP to disclose any of its information.

C. Contractor agrees that the Confidential Information is to be considered confidential and proprietary to AMP and Contractor 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. Contractor will not disclose, publish or otherwise reveal any of the Confidential Information received from AMP to any other person whatsoever except with the specific prior written authorization of AMP.

D. Contractor shall return to AMP, on demand or upon the expiration or termination of this Agreement, all copies of the Confidential Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by Contractor to the extent they contain any part of or reference to the Confidential Information in whole or in part except as authorized in writing by AMP.

E. Notwithstanding the foregoing, Contractor shall be entitled to disclose Confidential Information as required by law, regulation or legal process, provided that, to the extent practical, Contractor shall give prior notice to AMP of the legal obligation to disclose and the proposed contents of such disclosure.

F. The confidentiality obligations of Contractor herein shall survive the expiration or termination of this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Contractor, nor by the rejection of any agreement between AMP and Contractor, by a

trustee of Contractor in bankruptcy, or by the Contractor as a debtor-in-possession or the equivalent of any of the foregoing under any applicable law.

G. 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. Contractor may not assign this Agreement or any interest herein without AMP'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.

H. 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.

I. This Agreement shall be governed by the laws of the State of California, excluding its provisions on the conflict of laws. 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.

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

By : _____
Glenn O Steiger
General Manager

Date : _____

CONTRACTOR:

Click here to enter text.

Click here to enter text.

By : _____

Date : _____

Its : _____