



ALAMEDA MUNICIPAL POWER

A Department of the City of Alameda

REQUEST FOR PROPOSALS

Specification No. PS 07-15-02

Residential Rebate Program Administration

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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Attachment A: Scope of Services

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I. Introduction

Alameda Municipal Power (AMP) is requesting proposals for residential rebate program administration from qualified firms. AMP intends to issue a two-year term contract for these services. The contract will have the option to renew for up to six (6) additional years. 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 has 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 is looking for a firm, hereafter known as the Program Administrator (PA), to provide an AMP-branded, user-friendly online marketplace for residential customers to find products that qualify for AMP's rebates and access the rebate application. The PA will also manage rebate submission, verification, processing, payment, and reporting of information back to the utility. AMP's current rebate offerings are limited to LEDs, refrigerators, and freezers. AMP will be expanding its rebate offerings with this service to include electric clothes dryers, electric heat pump hot water heaters, and washing machines. AMP expects to receive 300-500 applications in the first year of operation.

II. Scope of Services

Attachment A is the Scope of Services listing major work tasks that may be requested.

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 07-15-02” 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
Public Utility Board Approval of Contract	Monday, September 21, 2015
Projected Contract Start Date	Thursday, October 1, 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 07-15-02". 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 team members: 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, subcontractors: List subcontractors 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 subcontractors 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 the PA's 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.

4. References, Related Experience and Examples of Work

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, type of work, implementation results or status, examples of work, and other relevant information as needed.

Provide a minimum of two examples of similar solutions the PA has deployed for other utilities (web address). When components of the tool are inaccessible due to the need for a login, account number, or address, provide screen shots of the customer interface screens.

5. Additional Documents Required

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

- a) Please respond to Questionnaire in Attachment “D”. Respond with a yes or no, indicate if there is an additional fee for this component, and also explain the solution, as needed.
- b) A statement that the firm is financially sound and has financial resources sufficient to successfully execute the contract.

6. Fee Schedule

Provide fee structure and schedule for the included services. Include year one and subsequent years, if there is an initial service setup fee. Provide an itemized fee list in the proposal. If needed, assume 400 rebates processed per year.

7. 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 Program Administrators to interview.
2. At the interview, the selection panel will expect the PA to give a presentation of the proposed solution with a software demonstration, if applicable. The project manager/main contact for this program must be present for the interview/presentation.

The presentation will be followed by a question and answer period by the selection team. AMP will conduct interviews by conference call and screen sharing, and/or in face-to-face meetings based on the availability of the Proposer selected for interviews.

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. Relevant qualifications and experience for comparable implementation and operation of energy efficiency rebate programs.
2. Conceptual and proposed solutions and past performance on comparable engagements, including ease-of-use for residential customers for other utilities and website appearance.
3. Ability to provide services outlined in the Request for Proposal and demonstration an understanding of AMP's needs.
4. Total Program 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 term of the contract.
5. 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.

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.

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 PA will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected PA 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 subcontractor, 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
RESIDENTIAL REBATE PROGRAM ADMINISTRATION**

1. Provide full-scale rebate application processing services, including but not limited to the following:
 - a. Review all rebate applications to ensure completeness and program eligibility. Track and enforce application due dates and milestones. AMP will provide eligibility criteria and rebate amounts per product.
 - b. Perform all customer service-related functions by serving as the interface with utility customers to answer questions and assist with rebate application completion. Customers should be able to ask questions via email and telephone. Online chat functionality is also appropriate, but not necessary.
 - c. Provide a rebate application online or via email. Customers should be able to complete the application without having access to a printer.
 - d. Provide a mailed hard copy application to those customers that request it via phone, web request, or email and provide the same level of service as an online customer. AMP will have applications available in its Service Center for customers that operate solely via in-person interactions.
 - e. Rebates are available only to AMP customers.
 - f. Provisions available for landlord/tenant situations so rebate itself may be sent to another location.
 - g. Monitor and track utility program-specific funding to contain spending within utility-specified amounts
2. Provide rebate distribution services:
 - a. Disburse and deliver all rebates to customers
 - b. Ensure that customers receive their rebate via paper check or pre-paid credit/debit card within three months of completing and submitting their application. Check or card is branded with AMP's logo when available.
 - c. Provide with the rebate an AMP-branded (may be co-designed or designed by AMP) document to show appreciation for the customer's participation and increase association of the rebate with their community-owned utility.
3. Provide rebate services for the following Energy Star certified products:
 - a. Electric dryers
 - b. Washing machines
 - c. Electric heat pump hot water heaters
 - d. Refrigerators, minimum size 14 cubic feet
 - e. Freezers, minimum size 7.5 cubic feet
 - f. LED light bulbs
 - g. LED fixtures
4. Website functionality:
 - a. Create a platform that will allow customers to search for Energy Star products that qualify for AMP rebates.
 - b. Provide filters to search by common product features and price.

- c. Ensure that the platform directs customers to online and brick-and-mortar, local when possible, retailers where they can purchase qualifying Energy Star products.
5. Provide monthly updates to the utility:
 - a. Provide all program performance metrics including: program participant mailing and service addresses, AMP account number (if part of verification process), phone, email, products rebated, rebate amount provided.
 - b. Provide electronic copies of all supporting documents for rebate applications including: rebate application, receipt/proof of purchase, and photos.
 - c. Provide web analytics, including user time spent on website and number of web visits.
 6. Additional features:
 - a. Vendor should be able to limit rebates based on frequency (example – notify AMP if a customer requests a refrigerator rebate within five years of their previous refrigerator rebate) or number of products (example – 40 LEDs).
 - b. AMP may have pre-rebated LEDs available through an upstream lighting program. AMP will provide a list of local retailers and products to the vendor. These LEDs may not be rebated a second time through this rebate program.
 - c. PA to train AMP staff how to use the online tool, particularly the Customer Service Representatives.
 - d. Since AMP is an electric-only utility, the rebate for a washing machine would ideally be dependent on a customer’s hot water fuel-type. AMP knows the customer’s heating fuel type (by rate code) and can provide a list of service addresses that rely on electricity for hot water. If this type of limitation is not available, AMP will not include washing machines in the rebate portfolio.
 - e. PA’s service provides customers with an automatic status update during various stages of the rebate process, or allows customers to log in to check the status of their rebate.
 - f. Provide recycling services, or the ability to work with a recycler, for old refrigerators and freezers.
 - g. Provide recycling services, or the ability to work with a recycler, for old washing machines, water heaters, and dryers.
 - h. Provide recycling-only services, or the ability to work with a recycler, for refrigerators and freezers.
 - i. PA should be able to estimate the date of full implementation based on the start of the contract.

CONTRACTOR AGREEMENT**PS 07-15-02**

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

RECITALS:

- A. AMP is a department of the City of Alameda, a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. AMP has a need for 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 1 day of September, 2017, unless terminated earlier as set forth herein.

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

2. SERVICES TO BE PERFORMED:

Contractor shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. 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 07-15-02
- 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

ATTACHMENT C

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 : _____

QUESTIONNAIRE

Please respond yes or no to each question. Provide an explanation when appropriate. Indicate if a feature will incur an additional cost. PA and platform are used interchangeably to indicate the complete solution – that is, the online platform and the work completed by the Program Administrator.

1. Does the PA complete a full review all rebate applications to ensure completeness and program eligibility?
2. Does the PA track and enforce application due dates and milestones?
3. Will the PA perform all customer service-related functions by serving as the interface with utility customers to answer questions and assist with rebate application completion? Customers should be able to ask questions via email and telephone. Online chat functionality is also appropriate, but not necessary.
4. Is the platform able to provide a rebate application online or via email? Customers should be able to complete the application without having access to a printer.
5. In addition to the online/mailed application, is the PA also able to provide a mailed hard copy application to those customers that request it via phone, web request, or email and provide the same level of service as an online customer?
6. Is the platform able to ensure that rebates are available only to AMP customers?
7. Are there provisions available for landlord/tenant situations so rebate itself may be sent to another location?
8. Does the PA monitor and track utility program-specific funding to contain spending within utility-specified amounts?
9. Will the PA disburse and deliver all rebates to customers?
10. Will customers receive their rebate via paper check or pre-paid debit/credit card within three months of completing and submitting their application?
11. Are there branding opportunities available for the check or card? Please describe, which images, if appropriate.
12. Is the PA able to also provide with the rebate an AMP-branded (may be co-designed or designed by AMP) document?
13. Is this platform able to provide rebate services for the following Energy Star certified products:
 - a. Electric dryers
 - b. Washing machines
 - c. Electric heat pump hot water heaters
 - d. Refrigerators, minimum size 14 cubic feet
 - e. Freezers, minimum size 7.5 cubic feet
 - f. LED light bulbs
 - g. LED fixtures
14. Does the platform allow customers to search for Energy Star products that qualify for AMP rebates?
15. Does the platform provide filters to search by common product features and price?

ATTACHMENT D

16. Does the platform direct customers to online and brick-and-mortar, local when possible, retailers where they can purchase qualifying Energy Star products?
17. Is the PA able to provide a monthly report to the utility, including all program performance metrics including: program participant mailing and service addresses, AMP account number (if part of verification process), phone, email, products rebated, rebate amount provided?
18. Is the PA able to provide electronic copies of all supporting documents for rebate applications including: rebate application, receipt/proof of purchase, and photos?
19. Is the platform able to provide web analytics, including user time spent on website and number of web visits?
20. Is the platform able to limit rebates based on frequency (example – notify AMP if a customer requests a refrigerator rebate within five years of their previous refrigerator rebate) or number of products (example – 40 LEDs)?
21. Is the platform able to block rebates to LEDs that have been pre-rebated through AMP's upstream lighting program?
22. Will the PA train AMP staff how to use the online tool?
23. Does this platform provide a means of limiting rebates to a specific customer rate code? For example, AMP's electric-only customers (that do not have natural gas service at all), are the only customers that could take advantage of AMP's washing machine rebate.
24. Will this platform provides customers with an automatic status update during various stages of the rebate process, or allow customers to log in to check the status of their rebate?
25. Does the platform provide recycling services, or the ability to work with a recycler, for old refrigerators and freezers?
26. Does the platform provide recycling services, or the ability to work with a recycler, for old washing machines, water heaters, and dryers?
27. Does the platform provide recycling-only services, or the ability to work with a recycler, for refrigerators and freezers?
28. What is the expected implementation period for this platform?