



Request for Qualifications
Energy Services Companies

STATEMENTS DUE NO LATER THAN: 2:00 PM
ON FRIDAY, SEPTEMBER 14, 2018

Calendar of Events

RFQ Released	July 27, 2018
Deadline to Submit Questions	August 17, 2018, 5:00 P.M.
Responses to Questions	August 24, 2018
Statements Due to City	September 14, 2018
Notified of Selection	TBD

Submit Statements to:
City of Vallejo
City Clerk's Office
ATTN: Dawn G. Abrahamson
555 Santa Clara Street
Vallejo, CA 94590

CITY OF VALLEJO – REQUEST FOR QUALIFICATIONS
Energy Services Companies (ESCOs)

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SECTION I: RULES OF PREPARATION

A. *Invitation*

The City of Vallejo (hereinafter “City”) is considering conducting investment grade audits of particular City assets and/or facilities to evaluate for possible future energy services and energy-related improvements via an Energy Performance Contract, and hereby requests qualifications from energy services companies (“ESCOs”). Statements of Qualifications (“Statement” or “SOQ”) submitted in response to this Request for Qualifications (“RFQ”) will form the basis of the City’s consideration and possible selection of an ESCO (or multiple ESCOs) to potentially provide future services to the City.

In the event the City elects to proceed with a formal Investment Grade Audit (IGA) and/or other energy-related project(s), a proposed Scope of Work (Attachment 1 to Exhibit A of the City’s Consultant and Professional Services Agreement [a sample of which is provided as Attachment 1 to this RFQ]) will be developed and an Agreement will be entered into with the selected ESCO/ESCOs.

Assets and facilities currently identified by the City for possible audit and/or energy-related services or projects include:

- Water Distribution System Pump Stations (optimization, automation, and energy efficiencies)
- Water Distribution Pumping Operations (optimization and automation efficiencies)
- Water Distribution Meters/Meter Reading System
- HVAC systems on City buildings
- Inside lighting in City buildings

Responding ESCOs may provide qualifications for one, multiple, and/or all or the above-listed assets and facilities, and must clearly state for which its qualifications apply.

Successful ESCOs will have experience in, but not limited to, innovative ideas and approaches related to identification of potential cost-saving measures, including reductions in energy consumption, energy demands, and maintenance/operational costs; renewable energy generation, storage, and arbitrage; research and evaluation of funding mechanisms, including energy grants and incentives; and cash flow projections based on cost savings measures, renewable energy sources, and funding mechanisms.

If the City elects to proceed with an audit and/or any energy-related services or projects, the City may work with a single ESCO or multiple ESCOs, each subject to individual negotiations for services.

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This Request for Qualifications describes the general rules for preparing and submitting Statements of Qualifications.

Section I includes the rules for Statement preparation.

Section II contains an overview of terms and conditions of an agreement, if the City elects to proceed with any audit and/or energy-related services or projects.

Section III contains the desired qualifications sought for evaluation by the City in the event the City elects to proceed with any audit and/or energy-related services of projects.

Section IV contains a description of the required Statement Format.

Appendix A contains the required Response Pages.

Exhibit A contains the City’s Consultant and Professional Service Agreement and insurance requirements.

Responders shall submit a Statement that indicates interest, and describes qualifications, experience, and ability to meet the potential needs of the City of Vallejo. The Statement should be prepared and presented in a clear and concise manner and should provide complete and pertinent information responsive to Section III of this RFQ. Unnecessarily elaborate or glossy Statements are neither expected nor desired. The emphasis of the Statement should be placed on providing detailed information about the ESCO and its experience and ability to perform a variety of energy assessment and projections (including operational, financial, and future benefits and/or issues).

Additional information that the responder believes is valid to assist the City in comprehending the full extent of responder’s qualifications may be submitted; however, the City is not bound to take this information into consideration if/when selecting an ESCO/ESCOs for potential future services.

Failure to comply with the RFQ requirements or to provide the requested information may result in rejection of a Statement.

B. *Vendor Inquiries*

If any responder has any question regarding the meaning of any part of this RFQ, or finds discrepancies in or omissions from this RFQ, the responder shall submit a written request (electronic mail is sufficient) for an interpretation or clarification by **5:00 p.m. PST on Friday, August 17, 2018**, to the City’s contact at the following address:

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Rebecca Lane
Special Assistant to Water Director
City of Vallejo, Water Department
202 Fleming Hill Road
Vallejo, CA 94589
Telephone: (707) 648-5205
Email: Rebecca.lane@cityofvallejo.net

The City’s responses to questions will be included in an Addendum to this RFQ, if necessary, which will be issued and posted to the City’s website on or before **Friday, August 24, 2018.**

C. *Submission of Statements*

Responder shall prepare and submit with a cover letter an **original** plus five (5) double-sided hard copies of the Statement of Qualifications and one (1) electronic copy in PDF format. An original copy clearly marked “MASTER COPY” and 5 printed copies of the Statement shall be submitted in a sealed envelope and **clearly marked on the outside: “SEALED STATEMENT OF QUALIFICATIONS FOR ENERGY SERVICES COMPANIES – DO NOT OPEN WITH REGULAR MAIL”** and must be submitted no later than **2:00 PM, Pacific Standard Time, Friday, September 14, 2018, to:**

**City of Vallejo
City Clerk’s Office
Attn: Dawn G. Abrahamson
555 Santa Clara Street
Vallejo, CA 94590**

Time is of the essence, and any Statement received after the announced time and date for submittal, whether by mail or otherwise, will not be considered. It is the sole responsibility of the responder to ensure that its Statement is stamped by the City Clerk’s office personnel before the deadline. Statements received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFQ precludes the City from requesting additional information at any time during the Statement evaluation.

Any Statement submitted shall include a Signature Sheet (see Appendix A, Form 3) that has been signed by an individual authorized to verify and validate the Statement’s information. Statements submitted without such signature may be deemed non-responsive.

D. *Vendor Qualifications*

The successful responder(s) shall be those that provide clear, concise, and logical information and expertise responsive to this RFQ, particularly

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Section III. The vendor should be able to demonstrate the ability to provide professional services that most effectively meets or exceeds industry standards. The vendor must also demonstrate in their Statement of Qualifications the qualifications of its personnel and organization, individually and collectively, and provide references for past successes with similar related services. The successful responder(s) must also demonstrate it has sufficient resources available to successfully provide services if the City proceeds with an IGA and/or identifies potential future services or projects.

E. Review and Evaluation of Qualification Statements/Vendor Demonstrations

After the Statements are received and opened by the City, the City shall review and evaluate all Statements for responsiveness to the RFQ to determine whether the responder possesses the qualifications necessary for potential audit and/or energy-related services or projects. The City may also investigate qualifications of all responders to whom the award is contemplated, and the City may request clarifications directly from one or more responders.

A demonstration/interview of one or more responders may be scheduled to facilitate evaluation of submitted Statements. Responders will be notified of the date and time of said demonstration/interview, if applicable, via electronic mail.

Statements will be evaluated on the following criteria:

Project Management	Including, but not limited to, resources, timeliness and time allocation, communication, coordination, and experience of personnel.	30%
Technical Ability	Including, but not limited to, knowledge of energy audits and design, knowledge of energy efficiency retrofits, construction, equipment performance, energy savings calculations, and monitoring and verification processes.	40%
Financial Strength	Including, but not limited to, ability to provide or arrange project financing, soundness of financing arrangements, and financial benefits to organizations.	30%

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Responder shall include a brief statement acknowledging its willingness to accept the attached City’s standard Consultant and Professional Services Agreement (Exhibit A) as is, without modifications. If the firm is not willing to acknowledge acceptance of the Agreement, please do not submit firm qualifications for consideration.

Responder(s) shall demonstrate that they can meet the City of Vallejo’s insurance requirements (please refer to attached City of Vallejo standard Consultant and Professional Services Agreement [Exhibit A]) and shall provide a copy of insurance certificate(s) or letter of intent to provide insurance from the issuing company naming the City, its officers, agents and employees as additional insured (including a description of types of coverage and the dollar amount limits) providing the coverage described in Exhibit C.

F. *Right of the City to Reject Responses*

The City reserves the right to reject any and all Statements or to waive any minor defects or irregularities in any Statement or in the RFQ process, or to solicit new qualifications with the same qualification criteria or with potentially modified qualification criteria which may include portions of the original requested qualifications as in the best interest of the City.

G. *Award of Agreement*

If the City determines it will proceed with an IGA or any other energy-related services or projects, the City reserves the right to negotiate the terms of the Scope of Work with one or more responders. Upon completion of the review period, the City shall notify those responders who will be considered for further evaluation and potential negotiation. All responders so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by responder’s failure to respond to direction from the City may lead to a rejection.

If the City determines, after further evaluation and negotiation, to proceed, a Consultant and Professional Services Agreement shall be sent to the successful responder(s) for signature. No agreement shall be binding upon the City until the formal Services Agreement is signed by duly authorized representatives of the selected responder(s) and the City.

H. *Cost of Statement Preparation*

The City will not pay any costs incurred by responders in the preparation or printing of its Statement of Qualifications. All such costs shall be borne by the responder(s).

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I. *Notification of Withdrawal of Statement of Qualification*

Statements of Qualifications may be modified or withdrawn at any time prior to the date and time specified for submission by an authorized representative of the responder and by formal written notice. Submitted Statements of Qualifications will become the property of the City of Vallejo after the submission deadline.

J. *Statements of Qualifications are Public Records*

Each responder is hereby informed that, upon submittal of its Statement of Qualifications to the City in accordance with this RFQ, the Statement is the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any Statement while the City conducts its deliberative process in accordance with the procedures identified in this RFQ. However, once this process is complete, the City shall consider each Statement subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a responder believes that any portion of its Statement is subject to a legal exception to public disclosure, the responder shall: (1) clearly mark the relevant portions of its Statement “Confidential”; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the responder shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the Statement.

SECTION II. TERMS AND CONDITIONS OF ANY POTENTIAL AGREEMENT

If the City elects to proceed with an IGA or other energy-related services or projects following the Request for Qualifications process, the below requirements would apply:

A. *Written Agreement*

In the event of performing potential services for the City, the selected responder(s) will be required to enter into a written agreement with the City of Vallejo under which the responder(s) will undertake the obligations to be negotiated and identified in Attachment 1 to Exhibit A of the City’s standard form Consultant and Professional Services Agreement, attached to this RFQ as Exhibit A.

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B. *Term of Agreement*

In the event of performing of potential services for the City, the term of the Services Agreement shall be negotiated and shall commence on the date last signed by the successful responder(s) and City and shall continue in accordance with the agreed-upon project timeline described in the Services Agreement.

C. *Conflict of Interest*

In the event of performing potential services for the City, responders should disclose any past, ongoing, or potential conflicts of interest which the responder may have as a result of potentially working with the City.

D. *Insurance*

In the event of performing potential services for the City, the responder shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in the City's standard form Services Agreement (Exhibit A). A current copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits), shall be submitted with the Statement of Qualifications.

Additionally, the successful responder(s) shall submit a Certificate of Insurance (with endorsements) to the City concurrently with the execution of the Services Agreement and prior to the commencement of any services.

E. *Business License*

In the event of performing potential services for the City, the successful responder(s) must either possess a current, valid Vallejo business license or must have submitted a Vallejo business license application and fee at the time of Agreement award.

SECTION III. DESIRED QUALIFICATIONS

ESCO should have the demonstrated capability in project management, technical knowledge, construction, financial strategies, and engineering to provide a broad range of services. Services may include but are not limited to the following:

Investment Grade Audits: Demonstrated experience and success in identifying, evaluating, and bundling energy and operational cost-saving measures and defining proposed project scopes, cost, savings and cash-flow over a proposed financing term, including aggregated measures that can be financed through guaranteed savings, including financial analysis, benchmarking, cash-flow tables, quality control (i.e., utility bill errors, etc.).

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Construction/Implementation/Commissioning/Financing: Demonstrated experience and success in engineering design, equipment procurement and purchasing, construction management, hazardous waste disposal or recycling, financing educating, and commissioning.

Guarantee/Monitoring: Demonstrated experience and success in providing services to ensure savings are met, such as a performance and cost savings guarantee, continuing operations and maintenance for improvements, staff training (i.e., routine maintenance/operation of systems and operation and maintenance of energy-efficient equipment, etc.), development of City-specific operating and maintenance manuals for all equipment installed, upgraded, or provided, follow-up monitoring and verification (for measurement and reporting of performance and savings), independent review of monitoring and verification, analysis/application for Energy Star Label and/or LEED-EB (Leadership in Energy and Environmental Design for Existing Buildings, by the US Green Building Council), monitoring and reporting of emissions reductions, maintaining long-term, high-efficiency performance of buildings, and contract maintenance services.

Technical knowledge and familiarity with a broad range of systems, including, but not limited to:

- Mechanical Systems: Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Plants: Distribution systems, cogeneration systems, etc.
- Lighting systems: Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Renewable Energy Systems: Solar electric (PV), solar thermal, small wind
- Building Envelope Systems: Windows, insulation, weatherization, etc.
- Specialty Systems: Laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- Water and Sewage Systems: Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.

SECTION IV. STATEMENT FORMAT

A. *General Instructions*

All of the pages included in Appendix A (Response Pages) shall be completed and submitted as part of the Statement of Qualifications.

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**Failure to Fully, Accurately, and Legibly Complete the Required
Forms May Result in Rejection of a Statement.**

The completed Appendix A shall be incorporated into any potential subsequent agreement with the successful responder(s). Accordingly, the Response Pages are a critically important part of a legally binding agreement concerning the capabilities of the responder to provide future services, if any.

To be considered, Statements shall follow the format outlined in this section. Each Statement shall consist of the following sections:

1. Firm Checklist
2. Firm Background Information
3. Signature Page
4. Statement Summary
5. Statement of Qualifications

B. *Statement to be Submitted to the City of Vallejo*

1. Responder Checklist (Appendix A, Form 1)
This checklist has been provided to assist responders in complying with RFQ requirements. Each item on the checklist must be included in the Statement and shall be cross-referenced to the Statement page where the item is located.
2. Responder Background Information (Appendix A, Form 2)
All pages in this section must be completed and submitted on the form provided or its copy.
3. Signature Page (Appendix A, Form 3)
An individual authorized to verify and validate the information provided in the Statement on behalf of the responder shall sign the Signature Page.
4. Statement Summary
Responder shall **attach an executive summary** that discusses the highlights, key features, and distinguishing points of the Statement. This summary should be specifically tailored to the desired qualifications requested in Section III.
5. Statement of Qualifications
Responder shall **attach a narrative** that includes a detailed description of its organization and the experience of its personnel responsive to the desired qualifications identified in Section III. The description must include information relative to the experience and technological expertise, including certifications, of identified personnel.

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APPENDIX A

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<p>APPENDIX A FORM 1, Page 1 of 1</p>	<p>RESPONSE PAGES RESPONDER CHECKLIST</p>
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This checklist has been provided to assist responder in complying with RFQ requirements. All items listed must be included with the Statement of Qualifications. To assist in Statement evaluation, responder shall cross-reference the required item with the applicable page in the Statement.

Responder shall check off each item as it is assembled into the Statement, enter the page number where the item can be found in the Statement, detach the checklist from the RFQ and submit it with and as part of the Statement.

Item No.	Format	Statement Page
_____ Original + 5 Copies of Statement and 1 Electronic Copy (PDF)	As specified in RFQ	
_____ Responder Checklist (this form)	Appendix A, Form 1	_____
_____ Responder Background Information	Appendix A, Form 2	_____
_____ Signature Page	Appendix A, Form 3	_____
_____ Statement Summary	Narrative	_____
_____ Statement of Qualifications	Narrative	_____

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APPENDIX A FORM 2, Page 1 of 5	RESPONSE PAGES BACKGROUND INFORMATION
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A. Company Information

Company Name: _____

Website: _____

Local Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Headquarters: _____

Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Contact Person: _____

Title: _____

Location: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

E-mail Address: _____

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APPENDIX A FORM 2, Page 2 of 5	RESPONSE PAGES BACKGROUND INFORMATION
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B. Company Background

1. How many years has the company provided energy-related services similar to those described in Section III of this RFQ?
_____Years

2. Location of office from which services, if any, will be provided to the City of Vallejo. _____

3. How many years has the office that will provide services, if any, to the City been open? _____Years

4. How many employees does the company have?
 - a. Nationwide: _____Employees
 - b. Office potentially serving the City: _____Employees
 - c. Professional/technical personnel in office potentially serving City: _____ Employees
 - d. Total number of staff working in energy-related services _____Employees
 - e. Total number of clients currently supported by office potentially serving the City: _____Clients
 - f. What portion of the company’s business is derived from the energy-related services? _____%.

5. Project Manager Information:

Name:
Office location:
Number of similar projects completed:

6. Experience of the project manager and project team in handling projects similar to the desired qualifications described in Section III:

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APPENDIX A FORM 2, Page 3 of 5	RESPONSE PAGES BACKGROUND INFORMATION
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B. Company Background (continued)

6. Please complete the following information for Investment Grade Audit projects similar to the desired qualifications sought in this RFQ. IGAs performed for other municipal or governmental agencies are highly desirable. The City reserves the right to contact any of the responder’s clients as deemed necessary during the evaluation process.

PLEASE SUBMIT A COMPLETE LIST OF AT LEAST SIX (6) CLIENTS.

Client List

	Agency Name	Address of Agency	Agency Staff Size	Contact Name	Phone Number & Email Address
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

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APPENDIX A FORM 2, Page 4 of 5	RESPONSE PAGES BACKGROUND INFORMATION
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C. References

Complete the following information for a minimum of three (3) agencies in municipal, county, state or federal governments for which responder has provided relevant audit and/or energy-related projects or services during the past three (3) years. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by responder. The City shall not provide information received from references to responder.

Reference 1

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number & Email Address:	
Approximate City (Agency) Population:	
General Description of Relevant Scope of Work:	
Time Frame for Provision of Services from Date of Contract Award to Completion:	
Completion Date for Services Provided:	

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APPENDIX A FORM 2, Page 5 of 5	RESPONSE PAGES BACKGROUND INFORMATION
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C. References (continued)

Reference 2

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number & Email Address:	
Approximate City (Agency) Population:	
General Description of Relevant Scope of Work:	
Time Frame for Provision of Services from Date of Contract Award to Completion:	
Completion Date for Services Provided:	

Reference 3

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number & Email Address:	
Approximate City (Agency) Population:	
General Description of Relevant Scope of Work:	
Time Frame for Provision of Services from Date of Contract Award to Completion:	
Completion Date for Services Provided:	

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APPENDIX A FORM 3 Page 1 of 1	RESPONSE PAGES SIGNATURE PAGE
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STATEMENT OF QUALIFICATIONS SUBMITTED BY:

COMPANY _____

ADDRESS _____

BY

(Signature of Authorized Representative)

(Print or Type Above Name and Title)

(Date)

(Telephone)

ADDENDUM RECEIPT

The receipt of the following addenda to the RFQ, if issued, is hereby acknowledged:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

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EXHIBIT A

**CITY OF VALLEJO – REQUEST FOR QUALIFICATIONS
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EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ____ day of _____, 20____, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Consultant", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

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6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant’s family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant’s family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant’s officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

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10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City’s Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant’s profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant’s responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant’s subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party’s reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

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In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [type in time period, e.g., one month, one year, 90 days], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., one year, 90 days].

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not

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appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant’s services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the

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express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant’s subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligation under this Agreement relative to nondiscrimination and fair employment practices.

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Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: [insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento,

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California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

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Consultant’s obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled “Scope of Work,” including any attachments

Exhibit B, entitled “Compensation,” including any attachments

Exhibit C, entitled “Insurance Requirements,” including attachments

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONSULTANT NAME]
[INSERT TYPE OF ENTITY]

CITY OF VALLEJO,
a municipal corporation

By: _____
[insert name]
[insert title]

By: _____
Greg Nyhoff
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

[insert Department Head Name]
[insert Department Head Title]

APPROVED AS TO FORM
AND INSURANCE:

Claudia Quintana
City Attorney

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EXHIBIT A
to
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK

- 1. Representatives.** The City Representative for this Agreement is:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo, CA 94590
[insert telephone number]
[insert facsimile number]

The Consultant's Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

- 2. Services to be Provided.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

OR

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Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City’s Representative. Consultant will complete all services by [insert date].

4. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City’s decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant’s obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOEES NAMES]

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ATTACHMENT 1 TO EXHIBIT A
to
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

[TO BE DETERMINED]

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EXHIBIT B
to
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
COMPENSATION

1. Consultant’s Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant’s compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.
Consultant’s billable hourly rates shall be:

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OR

Consultant’s billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Consultant’s Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant’s invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City’s Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses”)
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant’s failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo, CA 94590

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant’s direct salary costs for all Services and Additional Services performed

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under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

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EXHIBIT C
to
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

- 1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
 - C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

- 2. Minimum Limits of Insurance.** Consultant shall maintain limits no less than:
 - A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

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D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against

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City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

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