



# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

## PLANNING DEPARTMENT

November 30, 2015

**Chris Bazar**  
Agency Director

Agenda Item # 8  
December 8, 2015

**Albert Lopez**  
Planning Director

224  
West Winton Ave  
Room 111

Board of Supervisors  
Administration Building  
Oakland, California 94612

Hayward  
California  
94544

Dear Board Members:

phone  
510.670.5400  
fax  
510.785.8793

**SUBJECT:** Authorize contract No. 12910 with MRW & Associates LLC for professional services to prepare the technical study for a potential Community Choice Aggregation program in Alameda County.

[www.acgov.org/cda](http://www.acgov.org/cda)

**RECOMMENDATION:**

Approve Contract No. 12910 with MRW & Associates LLC (Principal; Mark Fulmer, Principal; Location: Oakland) for \$195,330 for professional services to prepare a Technical Study for a potential Community Choice Aggregation (CCA) Program in Alameda County. Approve staff request to select peer review consultant from original pool of bidders should that process be deemed necessary.

**DISCUSSION/SUMMARY:**

The Alameda County Community Development Agency, on behalf of the County, seeks to develop a Community Choice Aggregation (CCA) program for adoption by the County and participating cities in Alameda County. Study of this program was authorized by the Board of Supervisors in June 2014, and County staff has been pursuing this task since that time. In a CCA program, a Joint Powers Authority (JPA) composed of the County and interested cities could pool their electricity loads in order to purchase / develop power on behalf of their residents, businesses, and municipal accounts. Revenues could be used to reduce electric rates, improve energy efficiency and invest in local renewable energy resources and jobs. A successful CCA program could allow communities to pursue the goals of their respective Climate Action Plans.

There are a number of tasks necessary to form a CCA; one task that is fundamental to this process is the determination that a program is economically feasible within Alameda County. This requires a Technical Study which includes thorough analysis of the electrical load data for all land uses in the County; the costs and revenues associated with the start-up and implementation of the CCA program; and an analysis that overlays basic local policy concepts of energy, employment creation and program administration over the economic results to determine possible risks and benefits of the program. This Technical Study would provide the necessary basis for the County to decide whether to establish a CCA program.

**SELECTION CRITERIA AND PROCESS:**

The Community Development Agency (CDA) issued a "Request for Proposals" for this project in July 2015 for a period of 45 days. The RFP was sent directly to a total of 31 consultants in the fields of energy and economics/employment, and was publicized by both CDA (which handled press advertising) and the General Services Agency, which provided County website posting. Nine potential bidders attended a bidders conference held on August 27, 2015. Three qualified responses were received, including the three primary consultants and several sub-consultants.

An interview panel consisting of two Planning staff members and two members of the County's CCA Steering Committee (a City Councilmember from the City of Piedmont and a representative of the Asian Pacific Environmental Network) conducted interviews of the three consultant teams. The firm MRW & Associates, LLC (MRW) was selected by a narrow margin by the interview panel as the most qualified consultant overall to complete the analysis. Another consultant team led by The Energy Authority, Inc. (TEA), scored within a few percentage points of MRW and also made a strong presentation. However, MRW as the primary consultant benefits from greater affordability and SLEB eligibility; its participation would easily meet the 20% SLEB requirement.

While no peer review for any portion of the Technical Study analysis is currently envisioned, should one become necessary CDA Staff requests that the Board allow staff to select an appropriate reviewer from among the remaining qualifying consultants or sub-consultants to conduct such a review. A peer review of the Technical Study would require specialized skills and experience which could be provided by the remaining consultants / sub-consultants, and the ability of Staff to select from this pool would help to expedite any peer review process.

**FINANCING:**

The Board authorized CDA to allocate up to \$1,325,000 towards study of a potential CCA in June 2015; the cost of this Technical Study is fully covered by that allocation. No additional funds beyond those already allocated are required, and there is no additional Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

cc: Susan Muranishi, County Administrator  
Donna Ziegler, County Counsel  
Steve Manning, Auditor - Controller  
Richard Conway, County Administrator's Office  
Brian Washington, Office of the County Counsel  
U.B. Singh, CDA Finance

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: MRW & Associates, LLC DEPT #: \_\_\_\_\_

TITLE/SERVICE: CCA Technical Study Consulting Services

DEPT. CONTACT: Mark Fulmer PHONE: (510) 834-1999

**I. INFORMATION ABOUT THE CONTRACTOR** YES NO

1. Is the contractor a corporation or partnership? (X) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )
3. If the answer to BOTH questions is YES, provide the employer ID number here:  
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: 93-0918900  
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES** YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS** YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )


**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS** YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week?  
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. ( ) ( )
- 3. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

  
Contractor Signature

\_\_\_\_\_  
Agency/Department Head/Designee Signature

MARK FULMER  
Printed Name

\_\_\_\_\_  
Printed Name

27 November 2015  
Date

\_\_\_\_\_  
Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 1, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and MRW & Associates, LLC, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain consulting services related to Technical and Economic / Employment Analysis activities, for County-wide Community Choice Aggregation Program Consulting services which are more fully described in Exhibit A hereto ("CCA Consulting Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide CCA Consulting Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certificate
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from December 8, 2015 through December 7, 2016.

The compensation payable to Contractor hereunder shall not exceed one hundred ninety - five thousand, three hundred and thirty dollars (\$195,330) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: Mark Fulmer  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Mark Fulmer  
(Printed)

Title: President, Board of Supervisors

Title: Principal

Date: \_\_\_\_\_

Date: December 2, 2015

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: Mark Fulmer  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Mark Fulmer  
(Printed)

Title: President, Board of Supervisors

Title: Principal

Date: \_\_\_\_\_

Date: December 2, 2015

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of



Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Alameda County Planning Department  
224 West Winton Avenue, Room 111  
Hayward, CA 94580  
Attn: Bruce Jensen, Senior Planner

To Contractor: MRW & Associates, LLC  
1814 Franklin Street, Suite 720  
Oakland CA 94612  
Attn: Mark Fulmer, Principal

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its CCA Consulting Services shall not exceed \$195,330 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:**

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.



- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

- **NONE**

County Counsel Signature: 

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide Administrative Consulting Services for an Alameda County Community Choice Aggregation Program on a Time and Materials Basis with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

#### **A. Load Study and Forecast**

Contractor shall acquire for vetting, and analyze and manipulate the load data provided by PG&E. From this data, Contractor will determine the loads by rate class and market segment, and use this analysis to develop the load forecast and the energy efficiency assessment.

Contractor shall translate the retail loads into an aggregate load profile for the CCA to be served by the supply portfolio.

Contractor shall use load data to refine the resolution of analysis as precisely as possible, hourly if possible, but if necessary to rely upon class-average load profiles, which will be aggregated into an overall CCA load profile.

Contractor shall develop a 10-year load forecast based on Alameda County's electricity load data for each of the participating cities as well as unincorporated areas within the County.

After receiving and processing the data by customer class from PG&E, Contractor will forecast growth rates by sector and planning area provided in publicly vetted load forecasts.

Specifically, Contractor will use the same forecast upon which PG&E's electric planning is based, the California Energy Commission's annual electric demand forecast.

Contractor shall also coordinate with the Alameda County Planning Department and other relevant Alameda County Agencies to acquire county- specific projections, if any, of expected growth in the county that could impact electric demand. The Contractor's load forecast will also take into account growth in distributed generation, energy efficiency and demand response, consistent with its analysis described in the Energy Efficiency and Demand Reduction task below.

Contractor will also account for loads associated with direct access customers, as well as include an input to explore the changes in load with differing CCA opt-out percentages.

Initially, Contractor will assume that 20% of customers in Alameda County will not participate in the CCA and will instead choose to remain on PG&E or direct access service. This opt-out rate is consistent with what has been observed by Marin Clean Energy and Sonoma Clean Power.

In the load forecast, Contractor will also include peak demands to determine resource adequacy requirements.

## **B. Rate Analysis**

Contractor shall perform a rate analysis and forecast that includes power costs, which are the largest component of CCA's rates, and shall also include the following other elements:

- Compliance costs associated with California regulation and legislation;
- Cost for CCA start-up and administration;
- Potential costs of providing low-income customer assistance for CCA customers who qualify.
- Costs the CCA would incur for utility surcharges;

(These and other CCA cost elements are also discussed in additional detail in the Pro Forma Analysis Section below.)

Contractor shall forecast PG&E's rates in a "bottoms-up" fashion, using assumptions consistent with those used to derive the CCA rates. Beyond the common assumptions, Contractor will consider other key drivers of PG&E's retail rates, including transmission and distribution investment, hydroelectric and nuclear costs and outputs, escalation of utility O&M and other costs, and public purpose program costs.

Contractor will use a rate model developed for the South San Joaquin Irrigation District (SSJID) municipalization project described in the Contractor's RFP Bid Response, with modifications to reflect the Alameda County CCA's load and supply preferences.

Contractor shall forecast the Power Charge Indifference Amount ("exit fee") that PG&E charges all CCA and direct access customers, estimating this value to the best of its ability within a reasonable range.

## **C. Supply Scenarios**

Contractor shall analyze three energy procurement scenarios as requested by the County. These scenarios are:

- Option 1: Baseline, minimum 33% RPS compliance.
- Option 2: Mid-line, minimum 50% California qualified renewable energy with less GHG intensity than PG&E.
- Option 3: Aggressive scenario, start with 50% renewable and build up to 80% of the CCA's total load being met by CA eligible renewables by the end of Year 5 of the program.

Given the power load predicted in Task A, Contractor shall develop a suite of options that can be used to meet the CCA load as well as the renewable goals set out in each option. This suite of options will likely include:

- Market energy and Resource Adequacy purchases
- short term conventional power purchases
- short-term renewable purchases
- long-term power purchase agreements (PPAs) with renewable developers, both local and not, and
- CCA-developed and owned renewable projects.

Other key inputs to the supply analysis shall include:

- Natural gas prices and their effect on power market prices and renewable projects
- Changing costs of maturing renewable technologies over time.
- Changing Policies at the State and Federal levels
- Other incidental costs including transmission scheduling, congestion, and ancillary services.

Contractor will estimate the financial and environmental implications of each of these scenarios and will include in its analysis an assessment of CCA rates under each supply option as well as a comparison of those rates to PG&E's default rate and PG&E's Green Option tariff.

In addition, Contractor will examine the impact of including varying levels of local renewable generation in each supply portfolio.

Contractor shall also include an assessment of the relative GHG impacts of each supply scenario, with as much quantitative information as possible.

For each scenario, Contractor will consider that consumers have the ability to sign up for a 100% renewable option, to be offered on a premium, voluntary basis. A substantial portion of the renewable energy for this option will be from in-State and local renewable resources in the County and general region. For this option, Contractor will assume participation rates similar to MCE and SCP's 100% voluntary programs, or a rate specified by the County.

Contractor will provide a separate comparative analysis examining how the County's 100% renewable option compares to PG&E's 100% Community Solar Choice program, with regard to rates, source and location of renewable content, REC content, GHG impacts, and any other relevant metrics.

Contractor shall calculate greenhouse gas emissions for each case, with analysis based on tracking of how much generation is associated with each source as well as what the likely content of power purchased on the open market would be. Contractor shall compare average GHG emissions to PG&E's average and marginal emissions rates.

#### **D. Energy Efficiency and Demand Reduction**

The following section discusses the four research activities that the Contractor will conduct to define the inputs to the economic analysis for demand side management (DSM) activities, including energy efficiency (EE) and demand response (DR).

##### **a. Alameda County DSM Market Profile**

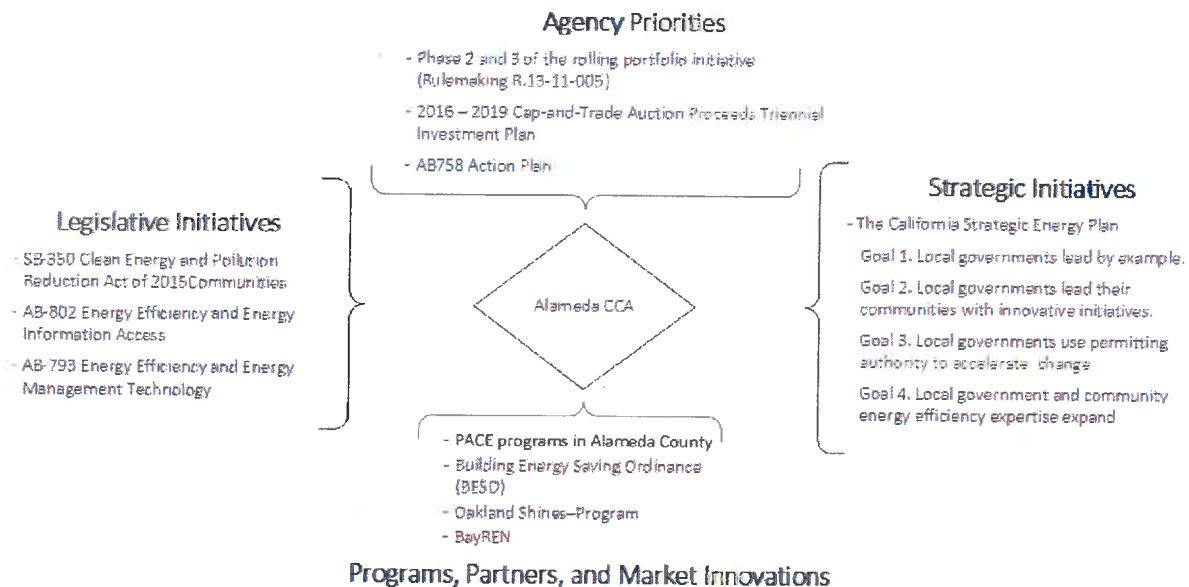
Contractor will profile the market for DSM services and products in Alameda County, and examine how this profile would influence the feasibility of a CCA. The Figure below entitled Figure 3 provides an initial framework for this review that encompasses four drivers, including: 1) legislative initiatives, 2) agency priorities, 3) strategic initiatives, and 4) programs, partners, and market innovations. Contractor will review this framework with County Staff and the CCA Steering Committee to confirm that it matches their view of the DSM market.



- **Legislative Initiatives:** The Contractor will assess legislation that is in place, being implemented, or in process, to identify how newly formed CCAs might be impacted, including known bills likely to be considered in the 2016 legislative session.
- **Agency Priorities:** The Contractor will review ongoing proceedings by the California Public Utilities Commission (CPUC) and other regulatory bodies addressing energy efficiency and demand response.
- **Strategic Initiatives:** The Contractor will consult the local government (LG) chapter of the California Strategic Energy Plan (SEP), which defines four goals by which local governments (and associated CCAs) can achieve widespread adoption of energy efficiency.
- **Programs, Partners, and Market Innovations:** The Contractor will identify the business infrastructure available to support DSM activities, such as the innovative firms located in Alameda County, regional support from operations like BayREN, and local PACE lenders.

Contractor will work with the appropriate contacts in Alameda County to complete this assessment so that it serves as the foundation for the core activities identified in the RFP and as described in the following discussions.

FIGURE 3: The DSM Market Drivers



### b. Literature Review

Once a DSM market profile has been defined, the Contractor will complete a literature review to help define the inputs for the economic model. The review will focus on select topics, including but limited to:

- **Customer market metrics and baseline characteristics.** This component of the literature review will provide information about the Alameda County market and give an understanding of the potential for energy efficiency, demand response, and other distributed energy resource services among likely CCA customers.

- ***Innovative program and measure delivery opportunities.*** This research will focus on measures and programs, including emerging technologies that are not widely available in today's market but expected to be available in the next 1- 3 years, or innovative initiatives to capture the potential for changes in consumer behavior or how facilities operate.

The Contractor will use the results of the literature research to inform the stakeholder interviews, as discussed below.

### **c. Stakeholder Interviews**

After profiling the DSM market and completing the literature review, the Contractor shall complete a series of interviews with a broad set of industry stakeholders. The interview process will include a set of common questions to be asked of all interviewees, and also a set of topics that are specific to each stakeholder's area of interest. Stakeholders that the Contractor foresees interviewing include but are not limited to:

- *Alameda County / Incorporated City Agencies:* These questions will seek to understand agency perspectives and how the CCA DSM offering might impact their operation.
- *State and Federal Institutions:* These interviews will access large institutions operating in Alameda County to understand their views on CCA and opportunities or restrictions to participate.
- *Other CCAs and Affiliated Organizations:* These interviews will identify what has and has not been effective and viable elsewhere in the state, and how the CCA might compliment or integrate with other entities, such as BayREN.
- *DSM Industry Service Providers:* These interviews will involve a broad range of industry participants, including the eighteen commercial and industrial firms that comprise Oakland's "Negawatt Alley" and other large energy users, and will cover topics ranging from innovative products and services to customer attitudes and how to maximize the CCA brand concept.

### **d. Develop Economic Model DSM Scenario Inputs**

Contractor will synthesize the market profile, literature review, and stakeholder interviews and use them to develop the economic model DSM scenario inputs. The general approach to developing these inputs will be as follows:

- The Contractor will use a potential model developed by Navigant for the CPUC to set the investor-owned utility goals for energy efficiency for 2015 and beyond. This is a publically available model and members of the Contractor's team managed its development for the 2011 and 2013 goal setting exercises.
- Outputs from the CPUC potential will be developed by the Contractor to establish a baseline scenario for Alameda County that identifies the parameters and characteristics of the IOU goals for the County.
- Contractor will develop and use scenarios to adjust the baseline scenario to forecast incremental levels of EE and DR capacity that could be added through various Alameda County CCA DSM activities. This analysis will include high and low scenarios based on the inputs defined by the market profile, literature review, and stakeholder interviews.

The Contractor will fully vet the DSM modeling scenario inputs and economic model outputs with County Staff to confirm that the modeling assumptions and magnitude of DSM impacts appear to be reasonable for each scenario.

## E. Economic Impacts

### a. Approach

As defined in the RFP, a scenario may be defined to *test* any number of objectives the county has for a CCA program they would adopt. These objectives determine the ‘mechanics’ of a scenario and how the scenario translates into a set of changes that interact on the county’s economy.

Depending on the nature of the efficiency of end-uses adopted in any scenario and the form of any local DG, the Contractor will characterize the composition of annual investment required by the CCA case into labor (installation) dollars, and into equipment dollars. The Contractor will investigate sensitivity in the scenarios that can alter the investment cost of the Energy Efficiency / Renewable Energy elements proposed to reflect wage differentials on various assumed mixes of union / non-union labor in use.

The Contractor will examine the scenario of whether a CCA can be delivered at rates competitive with PG&E’s current rates (ignoring for a moment issues of mix of energy resources and import versus local generation), which would be a critical story to trace out in the economic model – and specifically how the competitiveness of the county’s commercial and industrial customers are affected.

Contractor shall utilize appropriate regional impact models to examine effects from household rate (bill) changes, changes in household purchasing power and consumer spending, and variation of how this could alter local jobs and where residents shop.

Contractor shall also investigate scenarios with the potential for inserting more energy-efficiency adoption (or other DSM), and renewable capacity customer-sited or utility-scale) within the county or elsewhere in California, with the goal of quantifying the potential to create jobs (over the Business As Usual - BAU case) in the county.

Contractor shall conduct an analysis to determine:

- If the county has an amply-sized and suitably skilled workforce to fulfill the labor requirements;
- If the county has relevant manufacturers of the energy-efficiency device or renewable technology.
- How a second model region economy *elsewhere in California* may contribute to the investment elements.

Contractor will work with County Staff to understand:

- recent efforts within the county or region to augment (clean economy) skills needed for such investments
- what has been the commitment of local contractors to hire from this pool of recently trained, or
- the county’s recent history of project implementers relying upon union labor.

For the equipment requirements, Contractor will look to recent studies particularly for California, and recent deployed projects to gauge the likelihood for products manufactured in the county or at minimum, the ability to rely on in-county wholesale distribution channels.

**b. Economic Impact Forecast Method: The REMI Model**

Contractor may lease appropriate software (for up to 6 months) from Regional Economic Models, Inc. (REMI) to carry out the scenario-specific economic impact analysis. Contractor shall utilize a two-region model (calibrated to recent Alameda County economic and demographic data, and a second region within California to be decided upon with the County Staff) with 23 sectors (19 private sector, 1 Agriculture, 3 government sectors) for this analysis; offering sufficient resolution for entering scenario data and providing results.

Contractor will conduct the analysis with the understanding that some stakeholders may value job creation results *elsewhere in California* as relates to a potential CCA in effect in Alameda County; and the second region may serve to minimize *economic leakage* on the EE and renewable incremental investment that covers necessary equipment and components.

Contractor will translate three desired CCA scenarios into a description of a set of different types of economic events *that are meaningful to county citizens* (set includes an energy customer-segment, a manufacturer, an installation contractor) and will enter these changes into the REMI model. Contractor shall prepare a forecast for the county's economy absorbing these changes, and a comparison (of jobs, labor income, etc...) between the BAU and the alternate forecast shall be constructed. A set of *annual* impacts shall be identified over a ten-year policy interval.

The Contractor shall address the wage quality of the jobs created by the employment sectors, among many other metrics. The presentation of job impacts by industry and the pay scale of those industries will be juxtaposed against the current schedule of *livable wages* for both the county<sup>1</sup> and for the external model region, the *prevailing wage* schedule on the select occupations (against wages in those industries where the occupations most heavily concentrate<sup>2</sup>, and where relevant, against recent Union-negotiated wage rates<sup>3</sup>).

**F. Sensitivity Analysis**

Contractor shall construct the model to allow for analysis of the financial feasibility subject to a series of sensitivity analyses. The following key variables shall be included in the sensitivity analysis:

- Market prices for conventional (non-renewable) energy;
- Market prices for renewable energy based on preferred technologies;
- Changes in PG&E generation rates, exit fees and customer surcharges;
- Changes in policies affecting local renewables development, including the possible reduction or elimination of the federal solar tax credit and production tax credit for wind power, and project labor agreements;

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<sup>1</sup> As published at <http://livingwage.mit.edu/counties/06001> or another preferred source.

<sup>2</sup> <http://www.dir.ca.gov/oprl/pwd/index.htm#Journeyman>

<sup>3</sup> [http://www.ibew1245.com/Agreements/Alameda\\_MOU\\_2012-2015.pdf](http://www.ibew1245.com/Agreements/Alameda_MOU_2012-2015.pdf) or another more relevant source.

- Rate sensitivity to higher renewable energy portfolio targets that exceed state RPS;
- Rate sensitivity to local renewable generation, energy efficiency and demand reduction programs; and
- Customer opt-out rates.

Contractor will examine these and other key sensitivities to develop several possible cases that demonstrate the range of likely results of the analysis.

### **G. Pro - Forma Analysis**

Contractor shall develop a pro forma model to analyze the economic feasibility of a CCA in Alameda County. The pro-forma model is the heart of the financial analysis. It takes the costs from the supply and analyses and CCA operational assumptions to derive the annual cash flow, from which the CCA rates are derived. The pro forma will show year-by-year estimated cash flow under each of the sensitivity and supply scenarios. The model will show expenses to the CCA (broken down by cost category), total average cost per kilowatt-hour provided. The pro-forma will identify known and predictable cost of service variables and examine the impacts of customer phase-in over time.

Beyond the power costs, the CCA pro-forma analysis shall include:

- Startup-costs, including paying back any loans made to the CCA by city or County agencies
- Establishment of credit
- Day-to-day back office services dealing with routine billing and interfacing with PG&E
- Regular intervention and compliance costs
- Outside legal and consulting costs
- Personnel, including at least management, customer service, legal, administrative
- CCA customer service program costs (e.g., energy efficiency, solar PV, etc)
- Working capital
- Setting and building up cash reserves
- Power project development

### **H. Risk Analysis**

To assess the financial risks of forming an Alameda County CCA, the Contractor team will use the pro-forma analysis, load forecasts, PG&E rate forecast, and supply and sensitivity scenarios to determine the financial risks to Alameda County and electric customers of CCA. Contractor will also review risks related to uncertainty in regulatory decisions by the CPUC or State of California that could adversely affect the costs that customers have to pay to take service from a CCA or the ability of a CCA to provide service. Contractor will also explore risks associated with market volatility and additional city-specific risks concerning supplier guarantees, new generation guarantees, and financial liability in the event of CCA failure.

Contractor shall will also identify and qualitatively discuss other risks that are not easily quantified, or cannot be quantified. These include risks such as public perception, political risk if the CCA under- performs, and /or community objection to local renewable projects.

Risk categories that shall be considered by the Contractor include:

- **Procurement Risks:** Relates to the ability of the Alameda CCA to procure power at reasonable costs, to avoid significant under- or over-procurement, and the future success of the Alameda CCA at entering into the necessary power supply agreements, particularly with respect to local renewables.
- **Regulatory and Legislative Risks:** Relate to uncertainty in regulatory decisions by the California Public Utilities Commission or laws passed at the State level that could adversely affect the costs that customers have to pay to take service from the Alameda County CCA. These can include changes to the exit fees paid by customers, changes to the bonding requirements for the CCA; changes in the CPUC's regulatory authority over CCAs (e.g., the CCA must submit and have approved long-term procurement plans), among others.
- **CCA Policy Risks:** Relates to internal Joint Powers Authority (JPA) uncertainty; given cities' differing demographic, economic, and business composition, any one city might find that the interests of its citizens and businesses are not well served by decisions of the JPA Board.
- **Customer Cost Risks:** Relate to uncertainty in exit fees, whether the Alameda County CCA can "meet or beat" PG&E's costs of service; how the Alameda County CCA will handle adding different tranches of customers in the future, and the uncertainty in costs that are passed through directly from the CCA's power supplier to customers. This also includes the risk that the Alameda CCA may not be willing, or able, to provide low-income customers rates that will be no higher than PG&E's.
- **City-Specific Risks:** Relate to risks that any member city might bear simply by becoming a member of the JPA, separate and apart from any risks that it might bear as a customer purchasing power from the Alameda CCA.

#### **I. Peer Review Study**

If requested by the County, Contractor will cooperate with any outside experts that the County selects to review its work.

#### **J. Deliverables and Reports**

As defined in the RFP, Contractor will provide the following deliverables and reports:

- Bi-weekly updates with Alameda County Community Development Agency (CDA) staff, either written or verbal, on the status of the project. The parties have identified Mr. Fulmer as the Contractor's key personnel to provide these updates.
  - Up to three intermediate meetings with the Countywide CCA Steering Committee for their input and to discuss issues and progress.
  - Verification/finalization of load data request to PG&E.
  - Verification/finalization of study scope and three power supply scenarios to be considered
  - Draft technical study in Microsoft Word.
  - Final version of study will be submitted after review by CDA staff in Microsoft Word. Final draft should include all annexes, pro-forma analyses, Excel spreadsheets and additional documentation that were utilized in the development of the study.
  - Presentation of study findings and results before relevant CCA steering committee(s) and the Alameda County Board of Supervisors.
2. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 15-CCA-1, including any addenda, specifically including Section I, "Statement of Work," the proposal response of Contractor (Response), and additional services

that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

3. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
4. Contractor's project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term, along with rates applicable during the contract term:
  - Mark Fulmer, Principal, MRW, Manager (\$275 / hour)
  - William M. Monsen, Principal, MRW, Project Advisor (\$325 / hour)
  - David Howarth, Principal, MRW, Supply Lead (\$275 / hour)
  - Laura Norin, Senior Project Manager, MRW, Demand & Rates Lead (\$245 / hour)
  - Anna Casas, Senior Associate, MRW, Rates Analyst (\$170 / hour)
  - George Randolph, Associate, MRW, Tech Support (\$140 / hour)
  - Naina Gupta, Associate, MRW, Tech Support (\$140 / hour)
  - Floyd Keneipp, Principal, Tierra, Efficiency Co-Lead (\$150 / hour)
  - Mike Yim, Principal, Tierra, Efficiency Co-Lead (\$150 / hour)
  - Eric Shum, Associate, Tierra, Efficiency Support (\$110 / hour)
  - Lisa Petraglia, Vice President, EDR Group, Lead Economist (\$202 / hour)
  - Adam Blair, Senior Analyst, EDR Group, Economist (\$100 / hour)

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

5. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B**

**PAYMENT TERMS**

1. County will use its best efforts to make payment, on a time-and-materials basis, to Contractor upon successful completion and acceptance of the services and deliverables listed in Exhibit A above within thirty (30) days upon receipt and approval of invoices, which by this agreement will be submitted by Contractor at intervals of 30 days for work done in that preceding 30-day period.
2. Invoices shall include names and hourly rates of participating personnel, number of hours worked, material used as applicable, and each in reference to a description of tasks categories performed and deliverables submitted to the County; and in accordance with Table A as included on the following page of this Contract.
3. Invoices will be reviewed for approval by the County CDA Director or his designee.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$195,330. This cost includes all taxes and all other charges.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule. Schedule shall show all work to be done within 1 year of the date of this Contract.
6. Upon notice to proceed from County, Contractor shall perform the Scope of Work above within the contract period.





**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

11/13/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pennbrook/CAIB Insurance Svcs. License #0622553 www.pbcis.com P.O. Box 26849 San Francisco, CA 94126-6849 Maribeth Salguero-Chang	415-820-2200	CONTACT NAME:	
	415-394-8332	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: <b>MRW-A-1</b>	
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>M R W &amp; Associates, LLC</b> <b>M R W &amp; Associates, Inc.</b> <b>1814 Franklin Street #720</b> <b>Oakland, CA 94612</b>	INSURER A: Santinel Insurance Co, LTD		NAIC # <b>11000</b>
	INSURER B: Darwin Select Insurance Co.		<b>24319</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	57SBALA7763	04/21/15	04/21/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	B <input checked="" type="checkbox"/> E&O/claims made			03047322	05/01/15	05/01/16	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E&O \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		57SBALA7763	04/21/15	04/21/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		57SBALA7763	04/21/15	04/21/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ DEDUCTIBLE \$
	X RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Property			57SBALA7763	04/21/15	04/21/16	Limits 184,800
	SPECIAL FORM			SUPER STRETCH ENDORSEMENT			Deduct. 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Alameda is additional insured with respects to the insured's business operations. This insurance is primary and non-contributory per business liability form #SS00080405 attached

## CERTIFICATE HOLDER

## CANCELLATION

County of Alameda  
Alameda County Planning Dept.  
Bruce Jensen  
224 West Winton Ave., #111  
Hayward, CA 94544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	<b>CONTACT</b> NAME: Risk Management Department PHONE (A/C, No, Ext): (866) 443-8489      FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: work.comp@trinet.com														
<b>INSURED</b> TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for MRW & Associates, LLC 9000 Town Center Parkway Bradenton, FL 34202	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Commerce &amp; Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER B: Illinois National Ins Co</td> <td>23817</td> </tr> <tr> <td>INSURER C: Ins Co State of Penn</td> <td>19429</td> </tr> <tr> <td>INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER E: New Hampshire Ins Co</td> <td>23841</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co	19410	INSURER B: Illinois National Ins Co	23817	INSURER C: Ins Co State of Penn	19429	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445	INSURER E: New Hampshire Ins Co	23841	INSURER F:	
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INSURER F:															

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$		
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	019521718 (CA) 019529837 (OR)	07/01/2015 07/01/2015	07/01/2016 07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	EL EACH ACCIDENT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000	See attached Waiver of Subrogation in favor of certificate holder

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required): 97T7 / DJL

RE: Technical Study for Community Choice Aggregation Program in Alameda County

\* TriNet HR II, Inc. and TriNet HR V, Inc.

**CERTIFICATE HOLDER**

**CANCELLATION**

Alameda County Community Development Agency Planning Department Attn: Bruce Jensen 224 W. Winton Avenue, Room 111 Hayward, CA 94544	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Aon Risk Services Northeast, Inc.
--	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Alameda County Community Development Agency Planning Department:  
224 W. Winton Avenue, Room 111

Hayward CA 94544

TriNet Client Number: 97T7 / DJL  
Client Name: MRW & Associates, LLC

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective See Accompanying Certificate  
Insured: TriNet HR Corp.  
and all its affiliates & subsidiaries

Policy No.  
See Accompanying Certificate

Endorsement No.  
Premium \$

Insurance Company: See Accompanying Certificate

Counter Signed By



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: MRW & Associates, LLC

PRINCIPAL: Mark Fulmer TITLE: Principal

SIGNATURE:  DATE: 27 November 2015

**EXHIBIT E**

**COUNTY OF ALAMEDA  
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.